

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Town & Country Abstract Co. Inc.
Issuing Office: 541 West Coates, Moberly, Missouri 65270
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: BERENDZEN-10550
Issuing Office File No.: BERENDZEN-10550
Property Address: 10550 Highway A & adjoining land, Higbee, MO 65257
Revision No.:

SCHEDULE A

1. Commitment Date: April 21, 2025 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Own. Policy 7/01/2021
Proposed Insured: For Informational Purposes Only.
Proposed Amount of Insurance:
Premium:
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: Robert E. Berendzen and April S. Berendzen, husband and wife.
5. The Land is described as follows:

All of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northeast Quarter, all in Section 28, Township 52, Range 14, in Randolph County, Missouri, except coal underlying said land.

ALSO, all of the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter, all in Section 28, Township 52, Range 14, in Randolph County, Missouri.

TOWN & COUNTRY ABSTRACT CO. INC.

By: 
Town & Country Abstract Co. Inc.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Town & Country Abstract Co., Inc.. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment for Title Insurance (07-01-2021) w-MO Mod

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(BERENDZEN-10550.PFD/BERENDZEN-10550/3)

SCHEDULE B

(Continued)

Commitment No.: BERENDZEN-10550

File No. BERENDZEN-10550

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encumbrance, violation, variation, or adverse circumstance, boundary lines overlap, or encroachment that would be disclosed by an accurate and complete land title survey of the Land.
5. Any lien or right to a lien, for services, labor, material, or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. All assessments and taxes due in 2025 and thereafter.
#15-8.0-28.0-0.0-000-002.000 2024 County taxes \$3,721.24
#15-8.0-28.0-0.0-000-002.001 2024 County taxes \$299.06
#15-8.0-28.0-0.0-000-002.002 2024 County taxes \$131.33
8. Future Advance Deed of Trust executed by R&A Berendzen, LLC, to Phillip C. Brown, Trustee for City Bank and Trust Company of Moberly, dated June 11, 2015, recorded in Randolph County, Missouri, on June 11, 2015, in Book 833 at page 845, to secure a note not to exceed \$525,840.00.
9. Future Advance Deed of Trust executed by Robert E. Berendzen and April S. Berendzen, husband and wife, to Phillip C. Brown, Trustee for Central Bank of Moberly, dated January 17, 2020, recorded in Randolph County, Missouri, on January 29, 2020, in Book 919 at page 2037, to secure a note not to exceed \$950,000.00.
10. Twenty foot wide water line easement to be located as installed in favor of Thomas Hill Public Water Supply District No. 1 of Randolph County, Missouri, as provided in easement recorded March 27, 1990, in Book 170H at page 181.
11. Easement in favor of Howard Electric Cooperative as provided in Right-of-Way Easements, recorded September 21, 2018, in Book 904 at page 304, and March 28, 2019, in Book 914 at page 180.
12. That part conveyed to the State of Missouri for highway and easement purposes, as provided in Right of Way Deed recorded September 26, 1953, in Book 166 at page 544.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Town & Country Abstract Co., Inc.. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment for Title Insurance (07-01-2021) w-MO Mod

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(BERENDZEN-10550.PFD/BERENDZEN-10550/3)

SCHEDULE B
(Continued)

Commitment No.: BERENDZEN-10550

File No. BERENDZEN-10550

13. Twenty foot wide water line easement to be located as installed in favor of in favor of Thomas Hill Water Public Water Supply District No. 1 of Randolph County, Missouri, as provided in easement recorded November 24, 1999, in Book 450 at page 691.
14. Perpetual right and easement to construct, operate and maintain an electric transmission and distribution line system in favor of Missouri Power and Light Company, as provided in easements recorded August 18, 1925, in Book 129 at page 264 and February 5, 1954, in Book 201 at page 68.
15. Coal and minerals underlying said land excepted.
16. That part used for County Road #2905.
17. NOTE: Robert E. Berendzen and April S. Berendzen, husband and wife, executed a Beneficiary Deed, recorded December 26, 2018, in Book 909 at page 629, naming the Berendzen Family Revocable Living Trust u/t/a dated December 13, 2018, as Beneficiary.
18. NOTE: This informational commitment is not an abstract or opinion of title, nor is it a commitment to insure title. This commitment is furnished for reference purposes only and should not be relied upon for title purposes when acquiring or conveying an interest in the land. It may not be relied upon as a commitment to insure title to the land identified herein. If title insurance coverage is desired, application should be made for a title insurance commitment in a specified amount and identifying the proposed insured.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Town & Country Abstract Co., Inc.. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment for Title Insurance (07-01-2021) w-MO Mod

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(BERENDZEN-10550.PFD/BERENDZEN-10550/4)

4714

181

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Owen W. Kern, a single person

of the County of Randolph, and the State of Missouri, hereinafter designated as Grantor, for and in consideration of the sum of \$1.00 and other valuable considerations paid and delivered by the Thomas Hill Public Water Supply District No. 1 of Randolph County, Missouri, (hereinafter referred to as the District), organized under the laws of the State of Missouri; the receipt of which is hereby acknowledged, hereby Grants, Bargains, Sells and Conveys to said District the perpetual easement and right to enter upon the lands of Grantor, situated in the County of Randolph, in the State of Missouri, described as follows: A tract of land

The South one-half (S 1/2) of the North one-half (N 1/2) of the South one-half (S 1/2) of Section 28, Township 52 North, Range 14 West lying adjacent to and on the North side of the public road.

and to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace, remove and patrol on or over or under said lands, and in and upon all streets, roads or highways abutting said lands, pipes or tiles for the transmission of water, and all appliances necessary in connection therewith, together with the perpetual right to go in and upon said land for said purposes. The water line easement hereby granted shall be twenty (20) feet in width, the center line thereof to be located across said land as installed. In addition to the water line easement hereby granted, the Grantor also grants to the District a temporary easement or license to go onto any portion of the within described real estate for the purposes of erecting, constructing and installing and laying the pipes or tiles for the transmission of water, said temporary easement or license to be valid only during the initial construction period.

To have and to hold said easement and rights unto said District forever.

It is understood and agreed that the consideration herein stated shall be the full consideration due to Grantor from said District for going upon said lands and laying of said water pipe line, and that said District shall not be liable for such damages to crops as may incur in the original construction of said water line.

Title to said water pipe line shall be and remain in said District.

Grantor covenants to and with said District that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipe lines, and electrical transmission or distribution lines and telephone lines covering the land herein described, Grantor is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them, and that they are free and clear of all liens and encumbrances, except as herein stated, and that Grantor will forever Warrant and Defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

And in the event of a prior lien upon said lands, the Grantor agrees to secure a sub-ordination or release from the holder of such lien, so that this easement shall be first or prior to such lien. That the lien recorded in Book _____ at Page _____, of the Records of the Recorder of Deeds for _____ County, Missouri, is the only lien thereon.

Grantor further agrees that all checks or warrants that may be paid under the provisions of this easement, may be made payable to the Grantor and the holder of such lien. That the lien holder shall execute waiver on the second sheet hereof, which is made a part hereof.

IN WITNESS WHEREOF, We have signed our names this 7th day of November A.D., 19 89.

Owen W. Kern
Owen W. Kern

W A I V E R

The undersigned, holder of the lien described herein, by these presents, hereby sub-ordinates his said lien to the rights of the holder of the easement granted by this easement, and consents to the granting of the easement herein described.

Dated at _____, Missouri, this _____ day of _____, 19 _____

STATE OF MISSOURI
COUNTY OF _____ } SS.

On This _____ day of _____, 19 _____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is a _____ President of _____, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said _____ acknowledged said instruments to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year first above written.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSOURI
COUNTY OF Randolph } SS.

On This 7th day of November, 19 89, before me, a Notary Public in and for the County of Randolph, in the State of Missouri, personally appeared Owen W. Kern, a single person, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Moberly, Missouri, the day and year first above written.



Robert K. Ross
NOTARY PUBLIC Robert K. Ross



STATE OF MO. RANDOLPH CO
AT HUNTSVILLE

MAR 27 1990

HOUR 4:05 P.M.
BOOK 170-4 PAGE 181
CHARLES M. CROSSWHITE, Recorder
Brady Miller Deputy

12.00 T.H.P.W. Det. #1

#11

3
7/3
HEC

Recorded in Randolph County, Missouri



Recording Date/Time: 09/21/2018 at 11:00:05 AM
Instr #: 20183219

Book: 904

Page: 304

Type: EASE
Pages: 3
Fee: \$30.00 S



THE ABOVE SPACE FOR RECORDERS USE ONLY

RIGHT-OF-WAY EASEMENT

Please use Black Ink

20 18 the undersigned, Robert Berendse (hereinafter called "Grantor"), for a good and valuable

consideration, the receipt of which is hereby acknowledged, do hereby for itself and its successors and assigns grant, bargain, sell, remise, convey and confirm unto Howard Electric Cooperative, a Missouri rural electric cooperative, whose address is 205 Hwy. 5 & 240 N., Fayette, Missouri, 65248, (hereinafter called "Grantee") and to its successors and assigns, an exclusive, apportionable and perpetual easement in gross for the purposes set forth herein and to enter upon the lands of the undersigned, situated in the County of Randolph, State of Missouri, and more particularly described as follows:

A strip of land 30.00 Feet on either side of a line with a POINT OF BEGINNING in the Northwest Quarter of Section 28, Township 52N, Range 14W which lies N26°33'48.219"W a distance of 2 Feet from Start monument located at 39°16'30.028"N, 92°30'13.784"W in the Northwest Quarter of Section 28, Township 52N, Range 14W;

thence N78°32'23.275"E a distance of 568 Feet;
thence N0°0'0.000"W a distance of 1 Feet to the POINT OF TERMINATION located in the Northwest Quarter of Section 28, Township 52N, Range 14W (Parcel ID 15-8-0-28-0-0-0-000-002.000)

And to thereon place, replace, construct, reconstruct, relocate, modify, patrol, repair, operate and maintain, either above ground or underground or a combination of both, in place as of even date herewith or subsequently built, electric and/or communication systems of one or more circuits and all necessary appurtenances and equipment for the distribution and transmission of electrical energy and/or communication data or information of any type whatsoever, to and across the above described lands of the undersigned.

Excepting the right of ingress and egress as set forth herein, the activities of Grantee shall be restricted to an area being 60 Feet in width, being 30 feet on each side of the centerline of the electric and/or communication systems as currently or wherever later installed, and continue at a radius of 30 feet around all associated equipment (the "Easement Area").

As currently constructed and/or upon completion of construction of the electric and/or communication systems within the Easement Area, the location of the easement granted herein, the burden, scope of use, and footprint of said easement shall be defined and fixed, except as otherwise provided for herein. Nothing set forth herein shall be deemed to limit Grantee's right and ability to upgrade any portion of the electric and/or communication systems and other necessary appurtenances and equipment of any type in the future on, across and within the Easement Area so as to enable Grantee, its successors or assigns to furnish service to others, and within the Easement Area the right to increase or decrease the size, capacity of the electric and/or

communication systems, type, number or location of necessary appurtenances and equipment, all as Grantee may deem necessary or advisable.

Grantee shall have full rights of ingress and egress to, from and over the above described lands, for the exercise of the rights herein granted; and to license, permit or otherwise agree to the joint use of the easement rights set forth herein by assignment to any successor, wholly owned subsidiary or commercial communications business, without further consent of the Grantor. The undersigned agrees to keep the Basement Area clear of all future buildings, structures, water impoundments or obstructions that may interfere with the safe and reliable operation or maintenance of the electric and/or communication systems, except where permitted by Grantee. The undersigned furthermore agrees to advise and consult with Grantee in advance of any activities within the Easement Area that could threaten to damage or destroy the electric and/or communication systems or any associated equipment whether above or below the ground level. No delay in exercising any or all of the rights granted herein to Grantee shall be interpreted to be a surrender of any of the rights granted herein nor abandonment of the easement as granted.

The Grantee agrees to pay to the Grantor herein any reasonable damage to the real property of Grantor, caused by the repair, reconstruction, operation, or maintenance of Grantee's electric and/or communication systems; provided that such claims for damage are presented in writing to Grantee within one (1) year from date of discovery of such damage, otherwise such claims shall be forever barred.

Grantor covenants that they are the fee owner(s) of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands this 23 day of August, 2018.

Signature [Signature]

Print name Robert Berendzen

Title Owner

ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF Randolph) ss

On this 23 day of August, 2018, before me personally appeared Robert Berendzen, who, being by me duly sworn did say that he/she is the owner of Property 10550 Hwy A Higbee, Mo a corporation and is the person described in and who executed the foregoing instrument and acknowledged that he/she was authorized to execute the same on behalf of Robert Berendzen by authority of its governing body and further acknowledged said instrument to be the free act and deed of Robert Berendzen.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(seal)

Louise Walter - Notary Public
Notary Seal, State of
Missouri - Randolph County
Commission #14432559
My Commission Expires 9/22/2018

Louise Walter
Notary Public

11

9/2
Howard Electric
Cooperative

Recorded in Randolph County, Missouri
Recording Date/Time: 03/28/2019 at 03:08:17 PM
Instr #: 20190735
Book: 914 Page: 180
Type: EASE
Pages: 2
Fee: \$27.00 S

SEAL
Mark Price
Recorder of Deeds

THE ABOVE SPACE FOR RECORDERS USE ONLY

RIGHT-OF-WAY EASEMENT

Please use Black Ink

KNOW ALL MEN BY THESE PRESENTS, that on this 2nd day of January, 2019, the undersigned, Robert E. Eitzen

(hereinafter called "Grantor"), for a good and valuable consideration, the receipt of which is hereby acknowledged, do hereby for itself and its successors and assigns grant, bargain, sell, remise, convey and confirm unto Howard Electric Cooperative, a Missouri rural electric cooperative, whose address is 205 Hwy. 5 & 240 N., Fayette, Missouri, 65248, (hereinafter called "Grantee") and to its successors and assigns, an exclusive, apportionable and perpetual easement in gross for the purposes set forth herein and to enter upon the lands of the undersigned, situated in the County of Randolph State of Missouri, and more particularly described as follows:

A strip of land 30.00 Feet on either side of a line with a POINT OF BEGINNING in the Southwest Quarter of Section 28, Township 52N, Range 14W which lies N0°0'0.000"W a distance of 1 Foot from start monument located at 39°16'8.051"N, 92°30'14.863"W in the Southwest Quarter of Section 28, Township 52N, Range 14W;
thence N45°0'0.000"E a distance of 370 Feet;
thence S79°51'47.933"E a distance of 873 Feet to the POINT OF TERMINATION located in the Southwest Quarter of Section 28, Township 52N, Range 14W. (Parcel ID15-8.0-28.0-0.0-000-002.000)
And to thereon place, replace, construct, reconstruct, relocate, modify, patrol, repair, operate and maintain, either above ground or underground or a combination of both, in place as of even date herewith or subsequently built, electric and/or communication systems of one or more circuits and all necessary appurtenances and equipment for the distribution and transmission of electrical energy and/or communication data or information of any type whatsoever, to and across the above described lands of the undersigned.

Excepting the right of ingress and egress as set forth herein, the activities of Grantee shall be restricted to an area being 60 feet in width, being 30 feet on each side of the centerline of the electric and/or communication systems as currently or wherever later installed, and continue at a radius of 30 feet around all associated equipment (the "Easement Area").

As currently constructed and/or upon completion of construction of the electric and/or communication systems within the Easement Area, the location of the easement granted herein, the burden, scope of use, and footprint of said easement shall be defined and fixed, except as otherwise provided for herein. Nothing set forth herein shall be deemed to limit Grantee's right and ability to upgrade any portion of the electric and/or communication systems and other necessary appurtenances and equipment of any type in the future on, across and within the Easement Area so as to enable Grantee, its successors or assigns to furnish service to others, and within the Easement Area the right to increase or decrease the size, capacity of the electric and/or

28-52-14

communication systems, type, number or location of necessary appurtenances and equipment, all as Grantee may deem necessary or advisable.

Grantee shall have full rights of ingress and egress to, from and over the above described lands, for the exercise of the rights herein granted; and to license, permit or otherwise agree to the joint use of the easement rights set forth herein by assignment to any successor, wholly owned subsidiary or commercial communications business, without further consent of the Grantor. The undersigned agrees to keep the Easement Area clear of all future buildings, structures, water impoundments or obstructions that may interfere with the safe and reliable operation or maintenance of the electric and/or communication systems, except where permitted by Grantee. The undersigned furthermore agrees to advise and consult with Grantee in advance of any activities within the Easement Area that could threaten to damage or destroy the electric and/or communication systems or any associated equipment whether above or below the ground level. No delay in exercising any or all of the rights granted herein to Grantee shall be interpreted to be a surrender of any of the rights granted herein nor abandonment of the easement as granted.

The Grantee agrees to pay to the Grantor herein any reasonable damage to the real property of Grantor, caused by the repair, reconstruction, operation, or maintenance of Grantee's electric and/or communication systems; provided that such claims for damage are presented in writing to Grantee within one (1) year from date of discovery of such damage, otherwise such claims shall be forever barred.

Grantor covenants that they are the fee owner(s) of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands this 2nd day of Jan, 20 19.
 Signature [Signature]
 Print name Robert Berendzen
 Title Owner

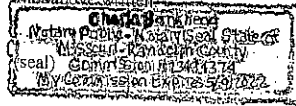
ACKNOWLEDGMENT

STATE OF MISSOURI)

COUNTY OF Randolph) ss

On this 2nd day of January, 20 19, before me personally appeared Robt Berendzen, who, being by me duly sworn did say that he/she is the President of Rand B Berendzen, a LLC corporation and is the person described in and who executed the foregoing instrument and acknowledged that he/she was authorized to execute the same on behalf of Robert Berendzen by authority of its governing body and further acknowledged said instrument to be the free act and deed of Robert Berendzen.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Charla Bankhead
 Notary Public

#13

4709

691

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Owen Kern, a single person

of the County of Randolph, and the State of Missouri, hereinafter designated as Grantor, for and in consideration of the sum of \$1.00 and other valuable considerations paid and delivered by the Thomas Hill Public Water Supply District No. 1 of Randolph County, Missouri, (hereinafter referred to as the District), organized under the laws of the State of Missouri; the receipt of which is hereby acknowledged, hereby Grants, Bargains, Sells and Conveys to said District the perpetual easement and right to enter upon the lands of Grantor, situated in the County of Randolph, in the State of Missouri, described as follows: A tract of land

A part of the West one-half (W $\frac{1}{2}$) of Northwest one-quarter (NW $\frac{1}{4}$) of Southwest one-quarter (SW $\frac{1}{4}$). Also West one-half (W $\frac{1}{2}$) of West one-half (W $\frac{1}{2}$) of Northwest one-quarter (NW $\frac{1}{4}$) of Section 28, Township 52N, Range 14W lying adjacent to and parallel to a public road.

and to erect, construct, install, lay, operate, survey, inspect, maintain, repair, rebuild, replace, remove and patrol on or over or under said lands, and in and upon all streets, roads or highways abutting said lands, pipes or tiles for the transmission of water, and all appliances necessary in connection therewith, together with the perpetual right to go in and upon said land for said purposes. The water line easement hereby granted shall be twenty (20) feet in width, the center line thereof to be located across said land as installed. In addition to the water line easement hereby granted, the Grantor also grants to the District a temporary easement or license to go onto any portion of the within described real estate for the purposes of erecting, constructing and installing and laying the pipes or tiles for the transmission of water, said temporary easement or license to be valid only during the initial construction period.

To have and to hold said easement and rights unto said District forever.

It is understood and agreed that the consideration herein stated shall be the full consideration due to Grantor from said District for going upon said lands and laying of said water pipe line, and that said District shall not be liable for such damages to crops as may incur in the original construction of said water line.

Title to said water pipe line shall be and remain in said District.

Grantor covenants to and with said District that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipe lines, and electrical transmission or distribution lines and telephone lines covering the land herein described, Grantor is lawfully seized and possessed of said lands, has a good and lawful right and power to sell and convey them, and that they are free and clear of all liens and encumbrances, except as herein stated, and that Grantor will forever Warrant and Defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

And in the event of a prior lien upon said lands, the Grantor agrees to secure a sub-ordination or release from the holder of such lien, so that this easement shall be first or prior to such lien. That the lien recorded in Book _____ at Page _____, of the Records of the Recorder of Deeds for _____ County, Missouri, is the only lien thereon.

Grantor further agrees that all checks or warrants that may be paid under the provisions of this easement, may be made payable to the Grantor and the holder of such lien. That the lien holder shall execute waiver on the second sheet hereof, which is made a part hereof.

IN WITNESS WHEREOF, We have signed our names this 19th day of November, A.D., 1999.

Owen Kern

Owen Kern

WAIVER

The undersigned, holder of the lien described herein, by these presents, hereby sub-ordinates his said lien to the rights of the holder of the easement granted by this easement, and consents to the granting of the easement herein described.

Dated at _____, Missouri, this _____ day of _____, 19 _____

STATE OF MISSOURI
COUNTY OF _____ } SS.

On This _____ day of _____, 19 _____, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is a _____ President of _____, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said _____ acknowledged said instruments to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year first above written.

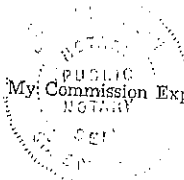
NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSOURI
COUNTY OF Randolph } SS.

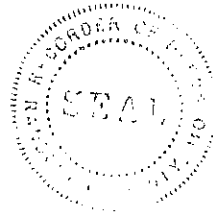
On This 19th day of November, 19 99, before me, a Notary Public in and for the County of Randolph, in the State of Missouri, personally appeared Owen Kern, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Neoberly, Missouri, the day and year first above written.



My Commission Expires: Dec 11, 2000

Evelyn Hillen Evelyn Hillen
NOTARY PUBLIC EVELYN HILLEN



STATE OF MO. RANDOLPH CO.
BOOK 450 PAGE 691

NOV 24 1999

HOUR 10 MIN 20AM
MARK PRICE, RECORDER

Sandra Vaughan

THPUSD

#14

129-264

6837

RIGHT OF WAY PERMIT

I (We) Andrews & Burton for and in consideration of the sum of One Dollar (\$1.00) paid to me(us) by Missouri Power & Light Company, a Missouri Corporation, the receipt of which is hereby acknowledged, do hereby convey and warrant unto the said Missouri Power & Light Company, its successors and assigns, the right and easement to erect, operate and maintain a line of poles and wires with all necessary anchors, guys and braces over and across land owned by me (us) in Township of Moniteau 52 N. County of Randolph, State of Missouri, described as follows, to-wit; 200 acres in North $\frac{1}{2}$ Sec 28, and 40 acres in South $\frac{1}{2}$ Sec 28, Township 52 N. Range 14W.

The route to be taken by said pole line across said land being more specifically described as follows; Pole Line To be built a long East side of Public road running north and south a long the above land; Poles may be set in side fence line in order to maintain a straight line.

Together with the right to attach cross arms to said poles and to place, string, maintain and operate on or from said poles and cross arms, wires, cables, or other equipment for transmission of electric current; and also with the right to enter upon said premises for the purpose of erecting such poles, and supports and stringing said wires and repairing or removing the same, and the right to trim or remove such trees or hedges so far as shall be necessary for safe and continuous operation of said line.

This right and easement shall continue in force so long as said line of poles and wires are maintained and used for the transmission of electrical current.

WITNESS my hand and seal this 22nd day of July, 1925.

Andrew's & Burton.

WITNESS;

J. V. Anderson,

C. B. McKnight.

STATE OF MISSOURI }
COUNTY OF RANDOLPH } SS.

On this 22 day of July, 1925, before me personally appeared Andrews & Burton to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN testimony whereof, I have hereunto set my hand affixed my official seal at Higbee in Randolph Co, Mo, the day and year first above written.

My term expires May 14th. 1929.

L.S.

Geo F. Lay, Notary Public.

Filed for record the 18th day of August, 1925 at 2:30 P.M.

By *Ellis J. Buchanan*, Deputy

Onie A. Buchanan, Recorder of Deeds.

#14

201-688

16616

GUY ANCHOR GRANT
(Electric)

For and in consideration of the sum of Ten no/100 Dollars, receipt of which is hereby acknowledged, the undersigned Wisdom Burton and Annetta Burton husband and wife hereby grant, convey and warrant unto the MISSOURI POWER & LIGHT COMPANY, Grantee, its successors, assigns and lessees the right and easement under varying conditions of operation to install and maintain, replace, renew and remove guys and anchors for support of electric line for the transmission and distribution of electric energy along and adjacent to certain lands owned by Grantors, situated in Randolph County, State of Missouri, and described as follows:

The Northwest quarter of the Southwest quarter of section 28 - Township 52N - Range 14. said anchors and guys to be located upon said premises as follows:

Anchors approximately 40 feet east of the highway right of line near south end of described property.

together with the right of ingress to and egress from such lands of Grantor, for, and the right to trim or remove such trees, branches, shrubs, bushes and other obstacles as may interfere with the safe, proper and expeditious installation, operation and maintenance under varying conditions of operation, renewal and removal of said guys and anchors or any

part thereof, without further payment therefor. Not more than One anchor anchors of transmission line shall be located on said property of Grantors.

Grantee, MISSOURI POWER & LIGHT COMPANY, shall repair any damage to crops and fences of Grantor, or pay any damages which may be caused to crops and fences of Grantors, by the erection, reconstruction, operation, and maintenance under varying conditions of operation, renewal and removal of said guys and anchors; said damage, if not mutually agreed upon, shall be ascertained by three disinterested persons one each of whom shall be selected by Grantors and Grantee, their heirs or successors, assignors or lessees, and the third by the two so selected. The damages determined by such persons or majority of them, shall be conclusive as to the facts.

This instrument is executed and accepted with the express understanding that the Grantee herein is not bound to do or perform any act, or pay any consideration except as herein expressly provided.

Subject to the foregoing this grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS THE HAND AND SEAL OF THE GRANTORS, this 3 day of February 1954

Wisdom Burton

Annetta Burton

STATE OF MISSOURI }
COUNTY OF RANDOLPH } SS

On this 3 day of February 1954, before me, a Notary Public in and for said County and State aforesaid, personally appeared Wisdom Burton and Annetta Burton, husband and wife to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

L. S.

Maurice Loesch
Notary Public

My commission expires April 4, 1955

Filed for record the 5 day of February 1954 at 1:15 o'clock p.m.

Kenneth E. Pollard, Recorder of Deeds

By Adam Benton, Oklahoma Deputy