

Boyd & Boyd, Inc.

Commitment Number: 250173S2

**SCHEDULE A**

1. Commitment Date: March 3, 2025 at 08:00 AM
2. Policy (or Policies) to be issued: Amount
  - (a) Owner's Policy ( ALTA Own. Policy (2021) )  
Proposed Insured:
  - (b) Loan Policy ( ALTA Loan Policy (2021) )  
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by TRACT 1: James Wayne Meyer (a/k/a James W. Meyer)  
TRACT 2: Donald R. Garstang, Jr. and Donna K. Garstang Lester (a/k/a Donna Garstang Lester).
4. The land referred to in the Commitment is described as follows:
 

TRACT 1:  
All that part of fractional Section 25 lying North and West of Middle River Auxvasse, in Township 45 North, Range 9 West of the Fifth Principal Meridian, containing 15 acres, more or less).

TRACT 2:  
All that part of the Southwest Quarter of the Northeast Quarter of Section 23, and all that part of the Southeast Quarter of Section 23, and all that part of the North 104.64 acres of the Northeast fractional quarter of section 26 that lies East of a dividing line described as follows: starting at the Northeast corner of Section 26, thence run North 24 degrees 18' West 3213.04 feet to a point on the southerly right-of-way line of state highway 94, thence North 53 degrees 36' 20" East 24 feet along the southerly right-of-way line of said highway to a point which is the North end of said dividing line, said dividing line then runs South 0 degrees 27' West 4611.07 feet to a point on the South line of the 104.64 acres tract above described which is the South end of said dividing line.  
EXCEPT (a) all that part that lies North of the North line of the railroad right-of-way. (b) the railroad right-of-way, (c) the highway right-of-way as recorded in Book 108 at page 452, (d) an easement for the joint use of 20 foot private roadway described in a deed recorded April 3, 1964, from H. J. Fick and others to Clarence Meyer, and (e) an easement for the joint use of a 20 foot private roadway running the full length of said dividing line and lying 10 feet on each side of said dividing line with joint right of both parties hereto to use, improve, and maintain the same. All in Township 45 North, Range 9 West, Callaway County, Missouri.  
ALSO All that part of New Madrid Survey No. 2818, issued to John Kenthorn, described as follows: beginning at the southwest corner of said New Madrid Survey no. 2818, thence east along the south line of said Survey No 2818 a distance of 20.56 chains; thence North 1/4 degree west a distance of 20.97 chains; thence West 20.30 chains to the west line of said Survey No. 2818; thence South along the West line of said Survey No. 2818, a distance of 20.16 1/2 chains to the place of beginning, in Township Forty-five (45), Range Nine (9), the above described tract of land in Survey No. 2818, is also occasionally referred to and known as the Southwest Quarter of the Southwest Quarter of Section Twenty-four (24), Township Forty-five (45), Range Nine (9), Callaway County, Missouri.

EXCEPT from the above that part conveyed to David Kelly Burre, Trustee of the David Kelly Burre Revocable Trust dated July 5, 2006 by instruments recorded in Book 498 at pages 777 and 778, Records of Callaway County, Missouri.

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**SCHEDULE A**  
(Continued)

**Boyd & Boyd, Inc.**

By:   
Boyd & Boyd, Inc.

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AMERICAN  
LAND TITLE  
ASSOCIATION



Boyd &amp; Boyd, Inc.

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**SCHEDULE B - SECTION I  
REQUIREMENTS**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. (as to TRACT 1)  
For access purposes, deeds should include the following language:  
"Also including rights in Easements as more particularly described in instruments recorded in Books 299 at page 317 and 328 at page 1, Records of Callaway County, Missouri."
- f. This is an Informational Commitment

This information 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.

The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the Policy to be issued. It is agreed that, as between the Company, the applicant for this commitment and every person relying on this commitment, the amount of the requested policy will be assumed to be \$350.00 and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid and the Company's applicable insurance premium charges for same shall have been paid.

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**SCHEDULE B - SECTION II  
 EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. All Assessments for Taxes for the year of 2025 and all subsequent years.  
 TRACT 1: The Parcel Number is 23-07.0-25.0-00-000-002.000 and the 2024 taxes were \$54.27.  
 TRACT 2:  

PARCEL NUMBER	TAX AMOUNT
23-06.0-23.0-00-000-008.000	\$320.96
23-06.0-24.0-00-000-008.000	\$160.48
23-07.0-26.0-00-000-001.000	\$159.80
2. Decrease in area, if any, of the premises in question by erosion and the consequences of any future change in the location of the Missouri River. (as to TRACT 1 & 2)
3. Terms and conditions and Obligations in a roadway as described in Personal Representative's Deed as recorded in Book 299 at page 317, Records of Callaway County, Missouri. (as to TRACT 1)
4. FOR INFORMATIONAL PURPOSES ONLY:  
 A Beneficiary Deed was recorded October 17, 2007 in Book 411 at page 943, Records of Callaway County, Missouri. (as to TRACT 1)
5. That part lying within County Road 473 for right-of-way purposes. (as to TRACT 2)
6. Rights of the upper and lower riparian owners in and to the free and unobstructed flow of water of Middle River Creek which forms a boundary of the land described in Schedule A without diminution or pollution. (as to TRACTS 1 & 2)
7. Navigation servitudes and all other statutory and regulatory rights and powers of the United States, the State of Missouri and the public over the Middle River Creek and its banks to the ordinary low water line thereof, which rights may be exercised without compensation to the riparian owners. (as to TRACTS 1 & 2)
8. The consequence of any past or future change in the location of Middle River Creek, which form a boundary of the land described in Schedule A. (as to TRACT 1 & 2)
9. The consequence of any dispute arising over the location of any former bed of Middle River Creek or any variance between the boundary of the land as originally conveyed and the boundary as now used and occupied. (as to TRACTS 1 & 2)
10. Decrease in area, if any, of the premises in question by erosion and the consequences of any future change in the location of Middle River Creek. (as to TRACTS 1 & 2)
11. Any adverse claim based upon the assertion that
  - a) some portion of the land has been created by artificial means or has accreted to such portion so created; or
  - b) some portion of the land has been brought within the boundaries thereof by any avulsive movement of the adjacent Middle River Creek, or has been formed by an accretion to any such portion. (as to TRACTS 1 & 2)

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**SCHEDULE B - SECTION II**  
Continued)

12. No title is insured by this policy as to any part of the land now or formerly in the bed of Middle River Creek or below the ordinary low water line thereof or created by artificial accretions or fills. (as to TRACTS 1 & 2)
13. The description of the land herein described is vague and taken from old deeds that contain reference to acreage. This policy in no way guarantees acreage. (as to TRACTS 1 & 2)
14. Loss or damage, if any, due to vagueness and/or errors of the legal description on Schedule A. (as to TRACT 2)
15. Roadway Easement as described in Book 122 at page 540, Records of Callaway County, Missouri. (as to TRACT 2)
16. Easement for joint use of private road as described in Book 191 at page 101, Records of Callaway County, Missouri. (as to TRACT 2)
17. Terms and Conditions, including assessments) and Easements for the Tebbetts Levee District as recorded in Book 290 at page 837, Book 291 at pages 222, 223, and 224, Records of Callaway County, Missouri. (as to TRACT 2)
18. Easement with rights of maintenance and repair as described in Book 328 at page 1, Records of Callaway County, Missouri. (as to TRACT 2)
19. Rights or claims of parties in possession not shown by the public records.
20. Rights or claims of parties in possession not shown by the public records.
21. Easements or claims of easements, not shown by the public records.
22. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land
23. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
24. Taxes or special assessments which are not shown as existing liens by the public records.