



Fidelity National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

issued by
FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

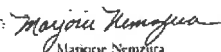
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

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27C170B35

ALTA Commitment for Title Insurance (7-1-2021) w-OH Mod
Adopted (12-1-2022)

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Fidelity National Title Insurance Company

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements; and
- f. Schedule B, Part II - Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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

Issuing Agent: Alpha Land Title Agency Inc
 Issuing Office: 4775 Munson ST NW, Canton, OH 44718
 Issuing Office's ALTA® Registry ID:
 Loan ID No.:
 Commitment No.: F50455-RP-1
 Issuing Office File No.: F50455-RP
 Property Address: 8280 Autumn Rd SW, Bowerston, OH 44695-9643
 8280 Autumn Rd SW, Bowerston, OH 44695-9643
 8280 Autumn Rd SW, Bowerston, OH 44695-9643

SCHEDULE A

1. Commitment Date: June 19, 2025 at 07:59 AM

2. Policy to be issued:

a. ALTA Owner's Policy (2021)

Proposed Insured: Buyer to be determined

Proposed Amount of Insurance: TBD

The estate or interest to be insured: Fee Simple

b. ALTA Loan Policy (2021)

Proposed Insured: To be determined

Proposed Amount of Insurance: TBD

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:

Marie R. Adam, by virtue of: (a) that certain Survivorship Deed, recorded October 22, 1993 in Volume 255, Page 667 of the Carroll County Deed Records, and (b) that certain Affidavit of Survivorship, recorded October 2, 2023 in Volume 162, Page 2029 of the Carroll County Official Records.

Note: Contains caption and other lands.

5. The Land is described as follows:

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SCHEDULE A
(Continued)

SEE EXHIBIT A ATTACHED HERETO

Alpha Land Title Agency Inc.



Authorized Signature or Signatory

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SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and filed for record:

Duly executed deed from Marie R. Adam, with proper marital status and release of dower, if applicable, vesting title in Buyer to be determined.

NOTE: The deed referenced above must comply with local rules on descriptions and conveyances pursuant to Section 315.251 and 319.203 of the Ohio Revised Code.

Mortgage from Buyer to be determined, with proper marital status and release of dower, if applicable, to proposed insured mortgagee.

6. Cancellation of Open End Mortgage from Larry J. Adam and Marie R. Adam to First Federal Community Bank, National Association recorded on July 19, 2022 in Volume 154, Page 2277 of the County Official Records, securing the stated amount of \$150,000.00.
7. Receipt of properly executed purchase agreement.
8. This Company will require a New Boundary Survey, which must be presented to, and approved by, the County Engineer and/or any other required governmental agency, pursuant to Ohio Revised Code Section 315.21 prior to transfer of said property.
9. Copy of Driver's license from all parties.
10. Owner's/Sellers Affidavit covering matters of title in a form acceptable to the Company.
11. Survey satisfactory to the Company be provided if survey exceptions are to be deleted.

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SCHEDULE B, PART I

(Continued)

12. Further exceptions and/or requirements may be made upon review of the proposed documents or upon ascertaining details of the transaction.
13. This commitment is subject to receipt of approval from underwriter.

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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. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. 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.
4. 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.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
7. Pursuant to O.R.C. Section 1509.31, the following exception will appear on any loan policy: Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy.
8. No liability is assumed for tax increases occasioned by the retroactive revaluation or revaluation as a result of changes of land usage, loss of any homestead, board of revision cases or tax appeal cases

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SCHEDULE B, PART II

(Continued)

9. Taxes are \$1,862.02 per half. Parcel No. 25-0000673.000. Taxes for ALL of 2024 are PAID. Taxes for the first half of 2025, and thereafter are a lien, but not yet due and payable. Assessments if any, which have not been certified to County Auditor for collections. (figures are based on the last available tax duplicate).

NOTE: Attention is directed to the fact that the premises described under Schedule A hereof is currently listed on the Auditor's Agricultural Land Tax List and is currently taxed at this agricultural use under the provisions of Section 5713.32 of the Ohio Revised Code. If the land is removed from the Agricultural Land Tax List, a charge may be levied against said land. Under Section 5713.34 of the Ohio Revised Code, the charge shall constitute a lien upon the property as of the first day of January of the tax year in which the charge is levied. No liability is assumed under this policy for any lien arising under the provisions of Section 5713.34 of the Ohio Revised Code.

10. Taxes are \$1.53 per half. Parcel No. 25-0000672.000. Taxes for ALL of 2024 are PAID. Taxes for the first half of 2025, and thereafter are a lien, but not yet due and payable. Assessments if any, which have not been certified to County Auditor for collections. (figures are based on the last available tax duplicate).

NOTE: Attention is directed to the fact that the premises described under Schedule A hereof is currently listed on the Auditor's Agricultural Land Tax List and is currently taxed at this agricultural use under the provisions of Section 5713.32 of the Ohio Revised Code. If the land is removed from the Agricultural Land Tax List, a charge may be levied against said land. Under Section 5713.34 of the Ohio Revised Code, the charge shall constitute a lien upon the property as of the first day of January of the tax year in which the charge is levied. No liability is assumed under this policy for any lien arising under the provisions of Section 5713.34 of the Ohio Revised Code.

11. Taxes are \$438.15 per half. Parcel No. 25-0000373.000. Taxes for ALL of 2024 are PAID. Taxes for the first half of 2025, and thereafter are a lien, but not yet due and payable. Assessments if any, which have not been certified to County Auditor for collections. (figures are based on the last available tax duplicate).

NOTE: Reflected in the above per half tax amount is a special assessment in the amount of \$1.00 for the Muskingum Watershed.

NOTE: Attention is directed to the fact that the premises described under Schedule A hereof is currently listed on the Auditor's Agricultural Land Tax List and is currently taxed at this agricultural use under the provisions of Section 5713.32 of the Ohio Revised Code. If the land is removed from the Agricultural Land Tax List, a charge may be levied against said land. Under Section 5713.34 of the Ohio Revised Code, the charge shall constitute a lien upon the property as of the first day of January of the tax year in which the charge is levied. No liability is assumed under this policy for any lien arising under the provisions of Section 5713.34 of the Ohio Revised Code.

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SCHEDULE B, PART II
(Continued)

12. Open End Mortgage from Larry J. Adam and Marie R. Adam to First Federal Community Bank, National Association recorded on July 19, 2022 in Volume 154, Page 2277 of the County Official Records, securing the stated amount of \$150,000.00.
13. All matters as contained in that certain Temporary Easement Agreement by and between Larry J. Adam and Marie R. Adam to Rover Pipeline LLC recorded in Volume 136, Page 3145 of the Carroll County Official Records.
14. All matters as contained in that certain Permanent Easement Agreement by and between Larry J. Adam and Marie R. Adam to Rover Pipeline LLC recorded in Volume 123, Page 1651 of the Carroll County Official Records.

NOTE: Subject to that certain Affidavit of As-Built Drawings and Construction by Rover Pipeline, LLC recorded in Volume 129, Page 1894 of the Carroll County Official Records.

NOTE: Subject to that certain First Amendment to Permanent Easement Agreement recorded in Volume 134, Page 3670 of the Carroll County Official Records.

15. All matters as contained in that certain Permanent Easement Agreement by and between Larry J. Adam and Marie R. Adam to Rover Pipeline LLC recorded in Volume 122, Page 3228 of the Carroll County Official Records.

NOTE: Subject to that certain Affidavit of As-Built Drawings and Construction by Rover Pipeline, LLC recorded in Volume 129, Page 1890 of the Carroll County Official Records.

NOTE: Subject to that certain First Amendment to Permanent Easement Agreement recorded in Volume 134, Page 3666 of the Carroll County Official Records.

16. All matters as contained in that certain Line Fence Agreement by and between Muskingum Watershed Conservancy District and Larry J. and Marie R. Adam recorded in Volume 111, Page 3161 of the Carroll County Official Records.
17. All matters as contained in that certain Memorandum of Surface Use Agreement by Cardinal Gas Services, L.L.C. recorded in Volume 95, Page 2718 of the Carroll County Official Records.

NOTE: Subject to that certain Notice of Extension of Term of Surface Use Agreement recorded in Volume 97, Page 1806 of the Carroll County Official Records.

18. All matters as contained in that certain Memorandum of Surface Use Agreement by Cardinal Gas Services, L.L.C. recorded in Volume 95, Page 2716 of the Carroll County Official Records.

NOTE: Subject to that certain Notice of Extension of Term of Surface Use Agreement recorded in Volume 97, Page 1808 of the Carroll County Official Records.

19. All matters as contained in that certain Memorandum of Roadway Easement Agreement by Cardinal Gas Services, L.L.C. recorded in Volume 95, Page 2714 of the Carroll County Official Records.

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SCHEDULE B, PART II

(Continued)

20. All matters as contained in that certain Memorandum of Pipeline Right-of-Way Agreement by Cardinal Gas Services, L.L.C. recorded in Volume 95, Page 2712 of the Carroll County Official Records.

NOTE: Subject to that certain Notice of Extension of Term of Pipeline Right-of-Way recorded in Volume 96, Page 4449 of the Carroll County Official Records.

21. All matters as contained in that certain Memorandum of Pipeline Right-of-Way Agreement by Cardinal Gas Services, L.L.C. recorded in Volume 93, Page 2683 of the Carroll County Official Records.

22. All matters as contained in that certain Memorandum of Pipeline Right-of-Way Agreement by Cardinal Gas Services, L.L.C. recorded in Volume 85, Page 3191 of the Carroll County Official Records.

NOTE: Subject to that certain Affidavit Term Extension Notice recorded in Volume 105, Page 1885 of the Carroll County Official Records.

23. All matters as contained in that certain Paid Up Oil and Gas Lease by and between Larry J. Adam and Marie R. Adam and Chesapeake Exploration, L.L.C. recorded in Volume 67, Page 1319 of the Carroll County Official Records.

NOTE: Subject to that certain Amendment and Ratification of Oil and Gas Lease recorded in Volume 108, Page 2146 of the Carroll County Official Records.

24. All matters as contained in that certain Easement and Right of Way from Larry J. Adam and Marie R. Adam to Ohio Power Company recorded in Volume 56, Page 1636 of the Carroll County Official Records.

25. All matters as contained in that certain Right of Way from Bernard F. Lorenz and Viola G. Lorenz to Atwood Resources, Inc. recorded in Volume 226, Page 673 of the Carroll County Deed Records.

26. All matters as contained in that certain Easement from Raymond J. Fout and Jane J. Fout to the General Telephone Company of Ohio recorded in Volume 190, Page 323 of the Carroll County Deed Records.

27. All matters as contained in that certain Easement from Bernard F. Lorenz and Viola Lorenz to the General Telephone Company of Ohio recorded in Volume 190, Page 318 of the Carroll County Deed Records.

28. All matters as contained in that certain Easement from Bernard F. Lorenz and Viola Lorenz to the General Telephone Company of Ohio recorded in Volume 190, Page 316 of the Carroll County Deed Records.

29. All matters as contained in that certain Right of Way Agreement from John P. Forbes to the General Telephone Company of Ohio recorded in Volume 128, Page 58 of the Carroll County Deed Records.

30. All matters as contained in that certain Easement from C.V. Gartrell and Anna Gartrell to The Ohio Power Company recorded in Volume 104, Page 157 of the Carroll County Deed Records.

31. All matters as contained in that certain Oil and Gas Lease by and between Bernard F. Lorenz and Viola G. Lorenz and New Frontier Exploration, Inc. recorded in Volume 59, Page 920 of the Carroll County Lease Records, and re-recorded in Volume 61, Page 48 of the Carroll County Lease Records.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. 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.

27C170B35

ALTA Commitment for Title Insurance (7-1-2021) w-OH Mod
Adopted (12-1-2022)

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SCHEDULE B, PART II

(Continued)

32. All matters as contained in that certain Oil and Gas Lease by and between Bernard F. Lorenz and Viola G. Lorenz and Doran & Associates, Inc. recorded in Volume 62, Page 346 of the Carroll County Lease Records.
33. All matters as contained in that certain Oil and Gas Lease by and between Bernard F. Lorenz and Viola G. Lorenz and Martin Exvacating Inc., Oil and Gas Division, recorded in Volume 58, Page 102 of the Carroll County Lease Records.

NOTE: Subject to that certain Affidavit of Noncompliance with Terms of Oil and Gas Lease recorded in Volume 70, Page 287 of the Carroll County Lease Records.
34. All matters as contained in that certain Oil and Gas Lease by and between John N. Johnston and Maggin Johnston and M.P. Smith recorded in Volume 5, Page 39 of the Carroll County Lease Records.

NOTE: Subject to that certain Affidavit of Noncompliance with Terms of Oil and Gas Lease recorded in Volume 58, Page 101 of the Carroll County Lease Records.
35. All matters as contained in that certain Oil and Gas Lease by and between John P. Forbes and Ethel M. Forbes and Pennzoil United, Inc. recorded in Volume 45, Page 781 of the Carroll County Lease Records.
36. All matters as contained in that certain Oil and Gas Lease by and between John P. Forbes, Ethel Forbes and Elizabeth F. Boreland and the Commission of Conservation and Natural Resources of Ohio recorded in Volume 29, Page 582 of the Carroll County Lease Records.
37. All matters as contained in that certain Oil and Gas Lease by and between Frank M. Forbes and Pearl B. Forbes and William F. Turner recorded in Volume 21, Page 238 of the Carroll County Lease Records.
38. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
39. Title to that portion of the insured premises within the bounds of any legal highways.
40. Any inaccuracy in the specific quantity of acreage contained on any survey if any or contained with the legal description of the premises insured herein.
41. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
42. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.

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F50455-RP

SCHEDULE B, PART II

(Continued)

43. NO FURTHER EXAMINATION HAS OCCURRED ON ANY EASEMENTS, RIGHT-OF-WAYS, AND/OR LEASES. SUBJECT TO ALL LEGAL HIGHWAYS.

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F50455-RP



Fidelity National Title Insurance Company

EXHIBIT A

The Land is described as follows:

TRACT ONE:

Situated in the Township of Orange, County of Carroll and State of Ohio:

Being part of the Southeast Quarter of Section 29, Township 13, Range 6, beginning at the Northeast corner of said quarter; thence South 37.26 chains with the section line to State Route 164; thence North $86\frac{3}{4}^{\circ}$ West 3.50 chains with the road; thence South 64° West 8.03 chains with the road to the section line; thence West 2.21 chains with the section line; thence North 40.66 chains parallel with the East line of the quarter to the quarter line; thence East 12.89 chains with the quarter line to the place of beginning, **containing 50.00 acres**, more or less.

EXCEPTING THEREFROM a part of the Southeast Quarter of Section 29, Township 13, Range 6, beginning on the North line of the quarter at a point 12.89 chains West of the Northwest corner of the quarter; thence South about 190 feet to the center of County Road 19; thence Northeast with the center of the road to the North line of the quarter; thence West with the quarter line about 130 feet to the place of beginning, **containing 0.27 acre**, more or less.

Containing in said tract, after said exception, 49.73 acres, more or less.

TRACT TWO:

Situated in the Township of Orange, County of Carroll and State of Ohio:

Being part of the southeast quarter of Section 29, Township 13 North, Range 6 West of the Steubenville Land District, starting at a point in the road which point is South $5^{\circ} 22'$ West, 410 feet from a stake at the northeast corner of a tract of land owned by John Forbes, the grantee, said stake is also the southeast corner of an allotment subdivided by Don Host, said stake is also South 74° West, 1,400 feet from the northeast corner of said southeast quarter of Section 29; thence South $5^{\circ} 22'$ West, 402.0 feet to a steel stake; thence North $83^{\circ} 02'$ West, 287.2 feet to a point in the road; thence in the road North $49^{\circ} 59'$ East, 199.4 feet; thence North $35^{\circ} 37'$ East, 291.9 feet to the point of beginning **containing 1.18 acres** more or less.

TRACT THREE:

Situated in the Township of Orange, County of Carroll and State of Ohio:

Known as the East half of the Southeast quarter of Section 29, Township 13, Range 6, **containing 81 acres and 80 perches**, **EXCEPTING THEREFROM** the following two (2) tracts of land: a) Beginning at the southeast corner of Section 29 and running thence North 14 perches to the South side of the public road; thence with the South side of public road North $86\frac{3}{4}^{\circ}$ West 14 perches to a stake; thence South $65\frac{1}{2}^{\circ}$ West 32.12 perches to a stake at the South side of said public road in the line of said section; thence with said section line East 42.8 perches to the place of beginning, **containing 2 acres 1 rod and 35 sq. perches**; b) Beginning at the Northeast corner of said quarter; thence South 37.26 chains with the Section line to State Route #164; thence North $86\frac{3}{4}^{\circ}$ West 3.50 chains with the road; thence South 64° West 8.03 chains with the road to the section line; thence West 2.21 chains with the section line; thence North 40.66 chains parallel with the East line of the quarter to the quarter line; thence East 12.89 chains with the quarter line to the place of beginning, **containing 50.00 acres**, more or less, leaving in said tract after said exceptions, 29 acres, more or less.

EXHIBIT A
(Continued)

Also the following parcel:

Being a part of the West half of the Southeast Quarter of Section 29, Township 13, Range 6 and described as follows: Beginning at a certain post in the North and South line between Section 28 and Section 29; thence North 82.2 perches; thence West 16 perches; thence South 13° West 8 perches; thence South 21° West 18.4 perches; thence South 10° West 58 perches to a post on the South side of the road; thence East 33.2 perches to the place of beginning, variations allowed, **containing 13 acres and 107 perches**, more or less.

Containing in both parcels of land 42.00 acres.

FURTHER EXCEPTING THEREFROM the following described real property as conveyed by that certain General Warranty Deed recorded at Volume 280, Page 954, of the Carroll County, Ohio Recorder's Office:

Situated in the Township of Orange, County of Carroll and State of Ohio:

Being located in the east half of the Southeast Quarter of Section 29, Township 13, Range 6 of the Steubenville Land District, and being a part of a 3.693 Acre Tract as conveyed to Larry J. and Marie R. Adam (Volume 269 page 686) part of the residue 81 acre and 80 perches tract and all of a 0.27 Acre Tract as conveyed to Larry J. and Marie Adam by Deed Volume 255 Page 667 of the Carroll County Deed Records, being more fully described as follows:

Beginning at a 3/4" iron pin (found) at the northwest corner of the east half of the Southeast Quarter of Section 29, the northwesterly corner of said residue 81 acre and 80 perches tract (V. 255 P. 667) and at the TRUE PLACE OF BEGINNING of the tract herein to be described;

Thence from said beginning and with the north line of the Southeast Quarter of Section 29 and the northerly line of said residue 81 acre and 80 perches tract (V. 255 P. 667) South 83° 41 min. 13 sec. East, 630.38 feet to a point at the northeasterly corner of said 0.27 Acre Tract (V. 255 P. 667) and in "Autumn Road" (County Road 19), passing on line a 5/8" iron pin (set) at 605.38 feet;

Thence with and passing the easterly bounds of said 0.27 Acre Tract (V. 255 P. 667) and with "Autumn Road" (County Road 19) the following (6) six courses and distances:

- 1) South 36° 08 min. 54 sec. West, 294.47 feet to a point;
- 2) Thence South 39° 14 min. 41 sec. West, 228.96 feet to a point;
- 3) Thence South 53° 51 min. 34 sec. West, 99.71 feet to a point;
- 4) Thence South 63° 21 min. 59 sec. West, 172.55 feet to a point;
- 5) Thence South 56° 03 min. 24 sec. West, 86.86 feet to a point;
- 6) Thence South 32° 06 min. 21 sec. West, 88.02 feet to a point at the intersection of "Autumn Road" (County Road 19) and "Lakeshore Drive" (Township Road 116);

Thence with "Lakeshore Drive" (Township Road 116), North 29° 09 min. 27 sec. West, 90.43 feet to a point on the northerly line of said 3.693 Acre Tract (V. 269 P. 686) at the southeasterly corner of Leesville Lake Park Allotment #2 (P.B. 2 P. 304) and on the westerly line of the east half of the Southeast quarter of Section 29; Thence with the easterly line of said Leesville Lake Park Allotment #2 and the westerly line of said east half of the Southeast Quarter of Section 29, North 7° 42 min. 59 sec. East, 671.43 feet to the place of beginning, passing on line a 5/8" iron pin (set) at 40.03 feet at the southeast corner of Lot 1 of the said Leesville Lake Park Allotment #2 (P.B. 2 P. 304), containing 6.439 acres more or less but subject to all legal highways, right-of-ways, easements, leases and restrictions of record or otherwise legally established;

The above described 6.43 Acre Tract comprises of 0.016 acres out of said 3.693 Acre Tract (V. 269 P. 686) and **6.153 acres out of said 81 acre and 80 perches tract**, and all of said 0.27 Acre Tract (V. 255 P. 667)

Bearings are oriented to the south line of the Leesville Lake Park Allotment #2 (P.B. 2 P. 302) and iron pins indicated (set) are 5/8" iron rebars with a yellow plastic cap stamped "EMLER 7760".

Survey and description by Randall A. Emler, Professional Surveyor #7760 in August, 1997.

FURTHER EXCEPTING THEREFROM the following described real property as conveyed by that certain Quit Claim Deed recorded at Volume 282, Page 363, of the Carroll County, Ohio Deed Records:

EXHIBIT A
(Continued)

Situated in the Township of Orange, County of Carroll and State of Ohio:

Being located in the Southeast Quarter of Section 29 in Township 13, Range 6 of the Old Seven Ranges and consisting of part of the residue of an 81 acre, 80 perches tract heretofore conveyed to Larry J. and Marie R. Adam in Deed Volume 255, Page 667 and consisting also of part of the residue of a 3.693 acre tract heretofore conveyed to Larry J. and Marie R. Adam in Deed Volume 269, Page 686 of the Carroll County Deed Records with the tract to be conveyed being more fully described as follows:

Commencing at a 3/4" iron pin found at the northwest corner of the East Half of the Southeast Quarter of Section 29;

Thence with the wet line of said half, quarter section South 7° 42 min. 59 sec. West, 671.43 feet to a point in Lake Shore Drive – Twp. 116 at the southeast corner of Leesville Lake Park Allotment #2 as set forth in Plat Book 2, Page 304 being also a corner of a 6.439 acre tract (Deed Volume 280, Page 954) and being also the TRUE PLACE OF BEGINNING of the tract herein described and passing on line 5/8" iron pins found at 1.42 feet and 631.40 feet;

Thence with said road and with a bound of said 6.439 acre tract South 29° 09 min. 27 sec. East, 90.43 feet to a point at the intersection of said road and Autumn Road – Co. Rd. 19;

Thence with said Autumn Road – Co. Rd. 19 South 15° 17 min. 33 sec. West, 135.10 feet to a point;

Thence leaving said road South 66° 54 min. 09 sec. West, 280.34 feet to an iron pin set and passing on line and iron pin set at 42.00 feet;

Thence North 57° 31 min. 14 sec. West 137.61 feet to an pin set on a bound of a 70.002 acre tract (Deed Volume 198, Page 237);

Thence with said line North 48° 27 min. 36 sec. East, 382.22 feet to a 5/8" iron pin found on the south line of Lakeshore Drive – Twp. Rd 116;

Thence with said line South 84° 11 min. 00 sec. East, 79.85 feet to the TRUE PLACE OF BEGINNING, containing 1.623 acre more or less but subject to all legal highways, rights-of-way, easements, leases and restrictions of record or otherwise legally established.

The above described tract consists of 1.429 acre in the West Half of the Southeast Quarter of Section 23 and out of the aforesaid 3.693 acre tract and it consist also of **0.127 acre is out of an area where the aforesaid 3.693 acre trace and the 81 acre, 80 perches tract overlap.**

Bearings herein are oriented to the south line of Leesville Lake Park Allotment #2 as shown in Plat Book 2, Page 304. All iron pins set are 5/8" x 30" re-bars with yellow plastic caps stamped "WARD 7356".

Survey and description by Samuel C. Ward, Professional Surveyor #7356 in February, 1998.

FURTHER EXCEPTING THEREFROM the following described real property as conveyed by that certain Survivorship Deed recorded at Book 6, Page 1201 of the Official Records of Carroll County, Ohio:

Situated in the Township of Orange, County of Carroll and State of Ohio:

Being located in the Southeast Quarter of Section 29 in Township 13, Range 6 of the Old Seven Ranges and ***consisting of part of the residue of an 81 acre, 80 perches tract*** heretofore conveyed to Larry J. and Marie R. Adam in Deed Volume 255, Page 667 and consisting also of part of the residue of a 3.693 acre tract heretofore conveyed to Larry J. and Marie R. Adam in Deed Volume, Page 686 of the Carroll County Deed Records with the tract to be conveyed being more fully described as follows:

Commencing at a 3/4" iron pin found at the northwest corner of the East Half of the Southeast Quarter of Section 29;

Thence with the west line of said half, quarter section South 7° 42 min. 59 sec. West, 671.43 feet to a point in Lake Shore Drive – Twp. 116 at the southeast corner of Leesville Lake Park Allotment #2 as set forth in Plat Book 2, Page 304 being also a corner of a 6.439 acre tract (Deed Volume 280, Page 954) and being also the TRUE PLACE OF BEGINNING of the tract herein described and passing on line 5/8" iron pins found at 1.42 feet and 631.40 feet;

EXHIBIT A

(Continued)

Thence with said road and with a bound of said 6.439 acre tract South 29° 09 min. 27 sec. East, 90.43 feet to a point at the intersection of said road and Autumn Road – Co. Rd. 19;

Thence with Autumn Road – Co. Rd. 19 South 15° 17 min. 33 sec. West, 135.10 feet to a point;

Thence leaving said road South 66° 54 min. 09 sec. West 280.34 feet to an iron pin set and passing on line an iron pin set at 42.00 feet;

Thence North 57° 31 min. 14 sec. West 137.61 feet to a pin set on the bound of a 70.002 acre tract (Deed Volume 198, Page 237);

Thence with said line North 48° 27 min. 36 sec. East, 382.22 feet to a 5/8" iron pin found on the south line of Lakeshore Drive – Twp Rd 116;

Thence with said line South 84° 11 min. 00 sec. East, 79.85 feet to the TRUE PLACE OF BEGINNING, containing 1.623 acre, more or less.

Taxed as 36.313 acres.