



## ALTA COMMITMENT FOR TITLE INSURANCE

Issued by  
**First American 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, First American Title Insurance Company, a California 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.

### 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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





## ALTA COMMITMENT FOR TITLE INSURANCE

Issued by

**First American Title Insurance Company**

- 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.
  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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





## ALTA COMMITMENT FOR TITLE INSURANCE

Issued by

**First American Title Insurance Company**

### 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.
- 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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





## ALTA COMMITMENT FOR TITLE INSURANCE

Issued by

**First American Title Insurance Company**

**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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





**ALTA COMMITMENT FOR TITLE INSURANCE**  
Issued by  
**First American Title Insurance Company**  
**SCHEDULE A**

1. Commitment Date: January 23, 2024 at 07:59 AM
2. Policy to be issued:
  - a. ALTA Owners Policy (06/17/06)Proposed Insured: To Be Determined

\*\*In an amount not to exceed \$2 million without prior underwriter approval.

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:  
Steven R. Miller and Darla Miller
5. The Land is described as follows:  
SEE SCHEDULE C ATTACHED HERETO

Kristy I. Bowling  
Kristy I. Bowling, Attorney at Law, Inc.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Kenneth D. DeGiorgio, President

By:

Lisa W. Cornehl, Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





## ALTA COMMITMENT FOR TITLE INSURANCE

Issued by  
First American Title Insurance Company

### 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.
  - a. Warranty Deed from Steven R. Miller and Darla Miller to TO BE DETERMINED.
5. Satisfaction and release of all liens listed on Schedule BII.
6. The company has no liability under this commitment until an endorsement is issued stating the amount of the proposed policy.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Commitment for Title Insurance (07-01-2021)  
Schedule BI



242661



## ALTA COMMITMENT FOR TITLE INSURANCE

Issued by  
First American Title Insurance Company

### 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. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.*

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII



242661

## SCHEDULE B, PART II

(Continued)

9. Any inaccuracy in the area, square footage, or acreage of the Land or attached plat, if any. The Company does not insure the area, square footage, or acreage of the Land.
10. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. Sec 499a, et seq.), the Packers and Stockyards Act (7 U.S.C. Sec 181, et seq.) or under similar federal or state laws.
11. The address and/or tax parcel numbers shown herein are provided solely for informational purposes without warranty as to accuracy or completeness
12. Rights of the public to use those portions of the subject premises lying within the bounds of any legal highway or road.
13. No search of Federal Bankruptcy Records has been made and an exception in this regard will appear on any policy to be issued by the Company.
14. All taxes and assessments including taxes and assessments not yet due and payable.

PPN: 23-60-12-09-000

\$2,953.30 per half, which includes recoupment of \$654.53 per half

Taxes and special assessment for 2022 are paid in full for the year. Taxes for the first half of 2023 are a lien, due and payable February 16, 2024. Muskingum Watershed special assessment for 2023 in the amount of \$1.00 per half, first half due and payable February 16, 2024. Taxes and special assessment for the second half of 2023 are a lien, not yet due and payable. Taxes for 2024 have not been determined, but are a lien, not yet due and payable.

15. Mortgage from Steven R. Miller and Darla Miller, husband and wife, to Baltic State Bank, dated July 25, 2022, filed for record August 11, 2022 and recorded in Official Records Volume 3,095, Page 947, Muskingum County, Ohio, in the principal sum of \$166,624.00.
16. Oil and Gas Lease to Mastern Independent Oil Co. recorded in Lease Records Volume 110, Page 513, Muskingum County, Ohio.
17. Oil and Gas Lease to Herbert J. Pfeifer recorded in Lease Records Volume 127, Page 111, Muskingum County, Ohio.
18. Coal Lease to Sands Mining Corporation recorded in Lease Records Volume 260, Page 407, Muskingum County, Ohio.
19. Memorandum of Coal Lease to B & N Coal, Inc. recorded in Lease Records Volume 291, Page 869, Muskingum County, Ohio.
20. Pipeline Right of Way to MG Compression, Inc. recorded in Deed Records Volume 576, Page 740, Muskingum County, Ohio.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII



242661



## SCHEDULE B, PART II

(Continued)

21. Pipeline Right of Way to East Ohio Gas Company recorded in Deed Records Volume 585, Page 218, Muskingum County, Ohio.
22. Electric line Right of Way to Guernsey Muskingum Electric Cooperative, Inc. recorded in Official Records Volume 1547, Page 531, Muskingum County, Ohio.
23. Access Spring Right of Way to Tana J. Hall recorded in Official Records Volume 3095, Page 935, Muskingum County, Ohio.
24. Mineral Reservation contained in deed to Shirley E. Barr, Trustee U/A with Shirley E. Barr, Settlor, and John Flinner, Successor Trustee, recorded in Official Records Volume 2065, Page 102, Muskingum County, Ohio.
25. Mineral Reservation contained in Affidavit of Successor Trustee, to John Flinner, Trustee, recorded in Official Records Volume 3074, Page 407, Muskingum County, Ohio.
26. Mineral Reservation contained in deed to John Flinner recorded in Official Records Volume 3077, Page 182, Muskingum County, Ohio.
27. Mineral Deed recorded in Official Records Volume 3099, Page 749, Muskingum County, Ohio.
28. NOTE: No examination was made of the estate created by any of the instruments described in Schedule B herein.
29. NOTE: This policy deletes therefrom any covenant, condition or restriction indicating a preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604(c).

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance (07-01-2021)  
Schedule BII



242661



## ALTA COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

### SCHEDULE C

The Land is described as follows:

Situated in the State of Ohio, County of Muskingum, Township of Highland, T-2 N, R-5 W, U.S.M.L., southwest quarter of Section 12, also known as part of the lands conveyed unto John Flinner in Official Record vol. 3077 page 182, PN 23-60-12-09-000 (part).

Described as follows:

Beginning at a stone found marking the northwest corner of the southwest quarter of Section 12 the TRUE POINT OF BEGINNING.

thence with the following NINE (9) COURSES:

- 1) S 87 degrees 31' 19" E 2293.79 feet along the quarter section line to a point in the center of Friendship Drive (S.R. 83), witnessed by a 5/8 inch rebar found N 87 degrees 31' 19" W 26.89 feet;
- 2) S 35 degrees 01' 26" W 17.18 feet along the centerline of Friendship Drive (S.R. 83) to a mag nail set;
- 3) S 37 degrees 04' 46" W 62.04 feet along the centerline of Friendship Drive (S.R. 83) to a mag nail set;
- 4) S 41 degrees 48' 09" W 292.52 feet along the centerline of Friendship Drive (S.R. 83) to a mag nail set;
- 5) S 41 degrees 03' 08" W 376.25 feet along the centerline of Friendship Drive (S.R. 83) to a mag nail set;
- 6) S 39 degrees 57' 29" W 45.00 feet along the centerline of Friendship Drive (S.R. 83) to a mag nail set, witnessed by an iron pin set N 65 degrees 00' 22" W 24.22 feet;
- 7) N 65 degrees 00' 22" W 275.11 feet through the lands of said Flinner to an iron pin set;
- 8) N 88 degrees 14' 58" W 1542.74 feet through the lands of said Flinner to an iron pin set on the section line;
- 9) N 01 degrees 55' 20" E 535.96 feet along the section line to the TRUE POINT OF BEGINNING.

This parcel **contains 25.522 acres**, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic identification cap marked "Baker Surveying LLC".  
Basis of bearings from Ohio State Plane Coordinate System, South Zone, N.A.D. 83, 2011 Adjustment.


This survey made and description prepared by Donald C. Baker, P.S. 6938.  
May 19, 2022

**PPN: 23-60-12-09-000**

**TRANSFER  
NOT NECESSARY**

**AUG 11 2022**

*Debra J. Rife*   
Auditor, Muskingum County, Ohio

  
Image ID: 000002500436 Type: OFF  
Kind: DEEDS  
Recorded: 08/11/2022 at 01:58:08 PM  
Fee Amt: \$94.00 Page 1 of 7  
Instr# 202200008824  
Muskingum County  
CINDY RODGERS County Recorder  
BK **3095** PG **935**

**ACCESS EASEMENT AGREEMENT**

THIS ACCESS EASEMENT AGREEMENT (the "Agreement") is made and entered into this 18<sup>th</sup> day of July, 2022 (the "Effective Date"), by and between **JOHN FLINNER**, a married man, having a mailing address of 318 JAMES ST. DOVER, OH 44622 (collectively referred to herein as "Flinner") and **STEPHEN M. HALL and TANA J. HALL**, husband and wife, having a mailing address of 4405 FRIENDSHIP DR. NEW CONCORD, OH 43762 (collectively referred to herein as "Hall"). Flinner and Hall may be collectively referred to herein as the "Parties" and individually as a "Party."

**RECITALS:**

**WHEREAS**, Flinner is the owner of that certain parcel of land, containing 25.522 acres, identified as Muskingum County Parcel No 23-60-12-07-003, and being further described in **Exhibit "A"** attached herein and made a part hereof (the "Flinner Property"); and

**WHEREAS**, Hall is the owner of that certain parcel of land, containing 27.300 acres, identified as Muskingum County Parcel No. 23-60-12-07-001, and being further described in **Exhibit B** attached herein and made a part hereof (the "Hall Property"); and

**WHEREAS**, there is currently a spring (the "Spring") located on the Flinner Property that services the Hall Property; and

**WHEREAS**, in order to properly maintain and repair the Spring, Hall has requested that Flinner transfer and convey an easement and right of way over the Flinner Property, for the purpose of a) allowing the Spring to remain on the Flinner Property; and b) accessing the Flinner Property in order to maintain and repair the Spring; and

**WHEREAS**, Flinner has agreed to convey to Hall an easement and right of way over the Flinner Property to a) allow the Spring to remain on the Flinner Property and b) allow ingress and egress over the Flinner Property in order for Hall, their heirs, successors, and assigns, to maintain and repair the Spring, subject to the terms and conditions as hereinafter set forth.



BK 3095 PG 936

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT:**

1. Recitals. The foregoing recitals are incorporated into this Agreement as if fully re-written herein.

2. Grant of Easement for Encroachment. Flinner hereby gives, grants, conveys, extends and confers unto Hall, their heirs, successors and assigns, a perpetual, non-exclusive easement over the Flinner Property to allow the Spring to remain on the Flinner Property and to maintain and repair the Spring (the "Hall Work"). It is further provided that Hall shall maintain, repair and keep in good condition the Spring and that no other additional structures or improvements shall be built on, over, across or through the Flinner Property without the express written permission of Flinner, which may be withheld in Flinner's sole discretion.

3. Grant of Access Easement. Flinner hereby gives, grants, conveys, extends and confers unto Hall, their heirs, successors and assigns, a non-exclusive, perpetual right, privilege and easement across the Flinner Property, for the purpose of ingress and egress to the Flinner Property for Hall to perform the Hall Work and for no other purpose.

4. Reservation of Rights/Continued Use of the Flinner Property. Flinner, for himself, his heirs, successors, and assigns, reserves the right to continue to use, and to permit others to use, the surface area within the Flinner Property for all purposes which are not inconsistent with this Agreement.

5. Obstruction. Both Parties agree not to obstruct the aforesaid Flinner Property in any manner whatsoever, or otherwise permit and/or authorize the unreasonable obstruction thereof.

6. Maintenance and Repair. Hall agrees to bear all of the cost and expense of the Hall Work and all of the cost and expense of maintaining and repairing the Spring and areas on the Flinner Property used to access the Spring while the Hall Work is being performed.

7. Indemnification. Hall shall indemnify, save, hold harmless, and defend Flinner, his heirs, successors and assigns, from and against any actual loss, damage, liability, or expense, including reasonable legal fees, because of any injury to persons or personal property, including property owned by Flinner and Flinner's successors and assigns, caused by any act or omission of Hall, their agents, contractors, or any other person in connection with the use of the easement granted herein.

8. Agreement Runs with the Land. The provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Flinner and Hall and their respective heirs, successors and assigns. This Agreement shall be recorded.



BK 3095 PG 937

9. Matters of Record. The rights granted in this Agreement are subject to any and all easements, rights of way, conditions, restrictions, leases, reservations, mortgages and other matters of record.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

11. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or circumstance shall not be affected thereby; the remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included.

12. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Ohio, and the parties hereto irrevocably waive all rights to remove any lawsuit arising from any dispute under this Agreement to federal court.

13. Entire Agreement. This Agreement and the exhibits attached hereto set forth the entire agreement between the Parties governing the properties subject to this Agreement. There are no statements, promises, representations or understandings, oral or written, not herein expressed.

14. Dower Release. Judith Flinner, wife of John Flinner, hereby releases and forever quitclaims unto Hall, their heirs, successors and assigns, all of her right and expectancy of dower in the above described easement area.

**[SIGNATURE PAGES TO FOLLOW]**

BK **3095** PG **938**



IN WITNESS WHEREOF, the parties have executed this Agreement as of the year and date last set forth below, to be inserted as the Effective Date herein above.

**"Flinner"**

John Flinner  
**JOHN FLINNER**

Judith Flinner  
**JUDITH FLINNER**

STATE OF OHIO, TUSCARAWAS COUNTY, SS:

The foregoing instrument was acknowledged before me this 18<sup>TH</sup> day of JULY, 2022 by **JOHN FLINNER and JUDITH FLINNER**, husband and wife, and no oath or affirmation was administered.

<sup>NEW</sup> IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at ~~PHILADELPHIA~~ Ohio, this 18<sup>TH</sup> day of JULY, 2022.

Notary Public Signature

Bobbie J. Roth



**BOBBIE J. ROTH**  
Notary Public, State of Ohio  
My Commission Expires 06-16-2024



Image ID: 000002500440 Type: OFF  
Kind: DEEDS

Page 5 of 7

BK 3095 PG 939

"Hall"

STEPHEN M. HALL

TANA J. HALL

STATE OF OHIO, TUSCANAWAS COUNTY, SS:

The foregoing instrument was acknowledged before me this 18<sup>TH</sup> day of JULY, 2022 by **STEPHEN M. HALL and TANA J. HALL**, husband and wife, and no oath or affirmation was administered.

N.S.W. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at PHILADELPHIA Ohio, this 18<sup>TH</sup> day of JULY, 2022.

Notary Public Signature

This instrument prepared by:  
Wayne A. Boyer, Attorney at Law  
KRUGLIAK, WILKINS, GRIFFITHS  
& DOUGHERTY CO., L.P.A.  
4775 Munson Street, N.W.  
P. O. Box 36963  
Canton, Ohio 44735-6963  
Phone: (330) 497-0700  
Fax: (330) 497-4020



BOBBIE J. ROTH  
Notary Public, State of Ohio  
My Commission Expires 06-16-2024

Image ID: 000002500441 Type: OFF  
Kind: DEEDS

Page 6 of 7

**EXHIBIT A**

BK 3095 PG 940

Situated in the State of Ohio, County of Muskingum, Township of Highland, T-2 N, R-5 W, U.S.M.L., southwest quarter of Section 12, also known as part of the lands conveyed unto John Flinner in Official Record vol. 3077 page 182, PN 23-60-12-09-000 (part).

Described as follows:

Beginning at a stone found marking the northwest corner of the southwest quarter of Section 12 the TRUE POINT OF BEGINNING.

thence with the following NINE (9) COURSES:

- 1) S 87 degrees 31' 19" E 2293.79 feet along the quarter section line to a point in the center of Friendship Drive (S.R 83), witnessed by a 5/8 inch rebar found N 87 degrees 31' 19" W 26.89 feet;
- 2) S 35 degrees 01' 26" W 17.18 feet along the centerline of Friendship Drive (S.R. 83) to a mag nail set;
- 3) S 37 degrees 04' 46" W 62.04 feet along the centerline of Friendship Drive (S.R. 83) to a mag nail set;
- 4) S 41 degrees 48' 09" W 292.52 feet along the centerline of Friendship Drive (S.R. 83) to a mag nail set;
- 5) S 41 degrees 03' 08" W 376.25 feet along the centerline of Friendship Drive (S.R. 83) to a mag nail set;
- 6) S 39 degrees 57' 29" W 45.00 feet along the centerline of Friendship Drive (S.R. 83) to a mag nail set, witnessed by an iron pin set N 65 degrees 00' 22" W 24.22 feet;
- 7) N 65 degrees 00' 22" W 275.11 feet through the lands of said Flinner to an iron pin set;
- 8) N 88 degrees 14' 58" W 1542.74 feet through the lands of said Flinner to an iron pin set on the section line;
- 9) N 01 degrees 55' 20" E 535.96 feet along the section line to the TRUE POINT OF BEGINNING.

This parcel contains 25.522 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic identification cap marked "Baker Surveying LLC". Basis of bearings from Ohio State Plane Coordinate System, South Zone, N.A.D. 83, 2011 Adjustment.

This survey made and description prepared by Donald C. Baker, P.S. 6938.





Image ID: 000002500442 Type: OFF  
Kind: DEEDS

Page 7 of 7

**EXHIBIT B****BK 3095 PG 941**

Situated in the State of Ohio, County of Muskingum, Township of Highland, T-2 N, R-5 W, U.S.M.L., southwest quarter of Section 12, also known as part of the lands conveyed unto John Flinner in Official Record vol. 3077 page 182, PN 23-60-12-09-000 (part).

Described as follows:

Commencing at a stone found marking the northwest corner of the southwest quarter of Section 12, thence S 01 degrees 55' 20" W 535.96 feet along the section line to an iron pin set the TRUE POINT OF BEGINNING.

thence with the following NINE (9) COURSES:

- 1) S 88 degrees 14' 58" E 1542.74 feet through the lands of said Flinner to an iron pin set;
- 2) S 65 degrees 00' 22" E 275.11 feet through the lands of said Flinner to a mag nail set in the center of Friendship Drive (S.R. 83), witnessed by an iron pin set N 65 degrees 00' 22" W 24.22 feet;
- 3) S 39 degrees 57' 29" W 478.27 feet along the centerline of Friendship Drive (S.R. 83) to a mag nail set;
- 4) S 40 degrees 39' 51" W 143.78 feet along the centerline of Friendship Drive (S.R. 83) to a mag nail set;
- 5) S 42 degrees 00' 53" W 270.97 feet along the centerline of Friendship Drive (S.R. 83) to a mag nail set, witnessed by a 5/8 inch rebar found N 87 degrees 38' 31" W 30.00 feet;
- 6) N 87 degrees 38' 31" W 999.75 feet along Harper D. Ross and Donna J. Ross, Trustees of the Ross Family Revocable Living Trust's (O.R. 1847 page 136) north line to a 5/8 inch rebar found;
- 7) N 22 degrees 52' 08" W 236.79 feet along said Ross Family Revocable Living Trust's east line to a 5/8 inch rebar found;
- 8) N 87 degrees 39' 25" W 137.66 feet along said Ross Family Revocable Living Trust's north line to an iron pin set on the section line;
- 9) N 01 degrees 55' 20" E 575.74 feet along the section line to the TRUE POINT OF BEGINNING.

This parcel contains 27.300 acres, but subject to all highways and easements of record.

All iron pins set are 5/8 inch rebars with a plastic identification cap marked "Baker Surveying LLC".

Basis of bearings from Ohio State Plane Coordinate System, South Zone, N.A.D. 83, 2011 Adjustment.

This survey made and description prepared by Donald C. Baker, P.S. 6938.



## Privacy Notice

**Last Updated and Effective Date:** December 1, 2023

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy policy ("Policy"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, and disclose your personal information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) when you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Policy describes some of the terms contained in the Policy.

The Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that the Policy does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy policy can be found [here](#).

**What Type Of Personal Information Do We Collect About You?** We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Personal Information?** We collect your personal information: (1) directly from you automatically when you interact with us; and (3) from other parties, including business parties and affiliates

**How Do We Use Your Personal Information?** We may use your personal information in a variety of including but not limited to providing the services you have requested, fulfilling your transactions, complying relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Disclose Your Personal Information?** We do not sell your personal information or share personal information for cross-context behavioral advertising. We may, however, disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers contractors: (1) with your consent; (2) in a business transfer; (3) to service providers and contractors subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we disclose personal information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Personal Information?** The security of your personal information important to us. That is why we take all commercially reasonable steps to make sure your personal information protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

**How Long Do We Keep Your Personal Information?** We keep your personal information for as long necessary in accordance with the purpose for which it was collected, our business needs, and our legal regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.



**International Jurisdictions:** Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Policy. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

**Changes to Our Policy:** We may change the Policy from time to time. Any and all changes to the Policy will be reflected on this page and in the full Policy, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE POLICY.**

**For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

**Contact Us:** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.