

	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

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 EXTRACTIONAL 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 Policy Amount and the name of the Proposed Insured.

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

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 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; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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;
- (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 shall not be 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 shall not be 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 will only have liability 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.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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.

7. IF THIS COMMITMENT HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent:	Kristy I. Bowling, Attorney at Law, Inc.	Issuing Office:	1263 Glen Drive, Suite A, Millersburg, OH 44654
Issuing Office's ALTA® Universal ID:	1187389	Loan ID No.:	
Commitment No.:	200014-1	Issuing Office File No.:	200014
Property Address:	56851 CR 2, Fresno, OH 43824		

SCHEDULE A

1. Commitment Date: April 30, 2020 at 12:00 AM

2. Policy to be issued:

(a) ALTA Owners Policy (06/17/06)
 Proposed Insured: To Be Determined

**In an amount not to exceed \$1 million without prior underwriter approval.

Proposed Policy Amount: \$0.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in:

Tract #1, Rodney J McBride and Laura A McBride
 Tract #2, Bryan E Zimmerman and Rebekah R Zimmerman

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

April 24, 2020

Issuing Agent: Kristy I. Bowling, Attorney at Law, Inc.
 Agent ID No.: 17775298
 Address: 1263 Glen Drive, Suite A
 City, State, Zip: Millersburg, OH 44654
 Telephone: (330)674-1338

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

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: 200014-1

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.

Warranty Deed from Rodney J McBride and Laura A McBride and Bryan E Zimmerman and Rebekah R Zimmerman 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.

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 First American Title™	ALTA Commitment for Title Insurance
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Schedule BI & BII (Cont.)	

Commitment No.: 200014-1

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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.

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8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. This policy does not guarantee or insure the quantity of land or acreage shown in Exhibit A.
10. Although the policy to be issued insures access to and from the land, it will not insure the right of the insured to build a driveway connecting to the public highway.
11. Anything to the contrary notwithstanding, this Policy does not insure the accuracy of dimensions recited or referenced within the description of the premises described in Schedule A.
12. Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.
13. All taxes and assessments including taxes and assessments not yet due and payable.

Tract #1:
 PPN: 002-00000530.00
 \$1,386.50

Tract #2:
 PPN: 002-00000530.005
 \$120.66

Taxes for the full year 2017 have been paid in full. The taxes for 2018 and for the first half of the year 2019 have are past due. The taxes for the second half of the year have been determined but are not yet due and payable. The taxes for the 2020 are a lien not yet due and payable.

14. As to Tract #1 only, Mortgage from Rodney J & Laura McBride, husband and wife to First Federal Community Bank, dated June 9, 2014, filed for record June 12, 2014 and recorded in Official Records Volume 642, Page 491, Coshocton County, Ohio in the principal sum of \$320,000.00.
15. As to Tract #1 only, Mortgage from Rodney J & Laura McBride, husband and wife to First Federal Community Bank, dated June 9, 2014, filed for record June 20, 2014 and recorded in Official Records Volume 642, Page 519, and re-recorded in Official Records Volume 643, Page 194, Coshocton County, Ohio in the principal sum of \$12,000.00.
16. As to Tract #2 only, Mortgage from Bryan E & Rebekah R Zimmerman, husband and wife to First Federal Community Bank, dated September 21, 2018, filed for record September 24, 2018 and recorded in Official Records Volume 769, Page 3,375, Coshocton County, Ohio in the principal sum of \$140,000.00.
17. Oil and Gas Lease to Hardy Coal Co recorded in Lease Volume 95, Page 405, Coshocton County, Ohio.
18. Oil and Gas Lease to Prominex Inc recorded in Lease Volume 88, Page 421, Coshocton County, Ohio.
19. Pipeline Right of Way to Eastern States Oil & Gas Inc recorded in Official Records Volume 139, Page 252, Coshocton County, Ohio.
20. Electric Right of Way to The Frontier Power Company recorded in Deed Volume 334, Page 196, Coshocton County, Ohio.

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21. Pipeline Right of Way to Redstone Corp recorded in Deed Volume 322, Page 646, Coshocton County, Ohio.
22. Right of Way to Wayne F & Frederick Zimmerman recorded in Deed Volume 310, Page 761, Coshocton County, Ohio.
23. Right of Way to Board of County Commissioners, Coshocton County recorded in Deed Volume 284, Page 365, Coshocton County, Ohio.
24. Pipeline Right of Way to Redstone Corp recorded in Deed Volume 321, Page 213, Coshocton County, Ohio.
25. License Agreement as recorded in Official Records Volue 769, Page 3388, Coshocton County, Ohio.
26. NOTE: No examination was made of the estate created by any of the instruments described in Schedule B herein.

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Exhibit A	

File No.: 200014

The Land referred to herein below is situated in the County of Coshocton, State of Ohio, and is described as follows:

Situated in the County Coshocton, in the State of Ohio and in the Township of Adams:

Tract #1:

Being TRACT #7 of the Zimmerman Farm Subdivision recorded in Plat Book 4, Page 113 of the Coshocton Records, containing 46.377 acres.

Excepting therefrom the following:

Being 1.000 acres, more or less (part of OR 178, 658, part of #002-00000530-00) and part of Tract 7, Zimmerman Farm Subdivision, Plat Book 4, Pg. 113, of Lt 4, in the Second Quarter of Township 6 North, Range 4 West, United States Military Lands, in the Township of Adams, in the County of Coshocton, in the State of Ohio, and more particularly described as follows:

Beginning at a point in the centerline of CR 2 at the Northwest corner of Tract 6, of the said Zimmerman Farm Subdivision, said point being the TRUE POINT OF BEGINNING;

thence, along the West line of Tract 6 the following two (2) courses:

1. thence, S 22° 47' 34" W, 30.15 feet to a 5/8" steel pin found;
2. thence, continuing S 22° 47' 34" W, 90.13 feet to a 5/8" steel pin found;

thence, through the property of Gerald, Jr. & Veronica F. Hochstetler, OR 178, Pg. 658, the following four (4) courses:

1. thence, N 68° 37' 39" W, 170.00 feet to a 5/8" steel pin found;
2. thence, N 72° 04' 22" W, 139.35 feet to a 5/8 steel pin found;
3. thence, N 22° 47' 34" E, 134.22 feet to a 5/8" steel pin found;
4. thence, continuing N 22° 47' 34" E, 30.02 feet to a point in the centerline of CR 2;

thence, along the South line of Tract 4, Zimmerman Farm Subdivision the following two (2) courses:

1. thence, S 64° 50' 35" E, 45.25 feet to a point in the centerline of CR 2;
2. thence, S 61° 33' 39" E, 264.87 feet to the TRUE POINT OF BEGINNING, containing 1.000 acres, more or less, including public road right-of-way and is subject to all easements, rights-of-way, or restrictions, whether recorded or implied.

Bearings are based on OR 22/750, and are for angular calculations only.

EXHIBIT A

(Continued)

Pertinent documents: tax maps; official records: 22/750; surveys by : Harold W. Hitchens, Jr., Earl R. Donaker.

Description and plat by Landmark Surveys, Inc. Earl R. Donaker, Professional Surveyor

#7142, from a survey of the premises in the month of January, in the year of our LORD two thousand.

Prior Deed recorded in Official Records Volume 178, Page 660, Coshocton County Records.

45.377 acreage to be conveyed.

Parcel No. 002-00000530-00

Tract #2:

Being TRACT #6 of the Zimmerman Farm Subdivision recorded in Plat Book 4, Page 113 of the Coshocton Records, containing 24.872 acres.

Parcel No. 002-00000530-05

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is 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 as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

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Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.