

# ALTA Commitment for Title Insurance

## Issued by Old Republic 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, Old Republic National Title Insurance Company, a Florida 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### 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 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.

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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. (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.

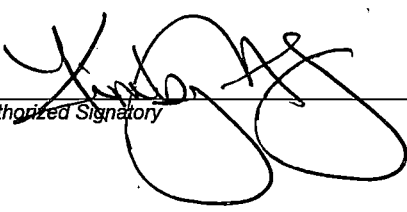
9. **ARBITRATION**

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>.

Issued through the Office of  
Killbuck Valley Title Agency

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President  
Attest  Secretary

  
\_\_\_\_\_  
Authorized Signatory

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
SCHEDULE A  
ALTA Commitment**

1. Commitment Date: **June 3, 2020**

File Number: **2020-291**

2. The policy or policies to be issued are:

(a) 2006 ALTA Owner's Policy  
Proposed Insured: **To be determined**

Policy Amount: **\$1.00**

*TO BE DETERMINED*

(b) 2006 ALTA Loan Policy  
Proposed Insured:

Policy Amount:

(c) ALTA Policy  
Proposed Insured:

Policy Amount: \$

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

**Fee Simple**

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

**Dwaine A. Miller and Kathy D. Miller**

5. The Land is described as follows:

**See legal description in Exhibit "A" attached hereto and made a part hereof.**

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
SCHEDULE B – SECTION I  
ALTA Commitment**

**REQUIREMENTS**

Commitment Date: June 3, 2020

File Number: 2020-291

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. Duly authorized and executed Deed from Dwaine A. Miller and Kathy D Miller vesting Fee Simple title in To be determined.
  - b. Duly authorized and executed Mortgage from To be determined in favor of securing an insured loan in the amount of \$ .00.
5. Properly executed release of the mortgage in Vol. 272, Page 2762, Holmes County Official Records.
6. Location Survey.
7. Properly executed owner's affidavit.
8. Pursuant to Ohio Law, the proper notarial certificate must be contained in the mortgage document as follows: "This is an acknowledgement clause; no oath or affirmation was administered to the signers."
9. Pursuant to Ohio Law, the proper notarial certificate must be contained in the deed document as follows: "This is an acknowledgement clause; no oath or affirmation was administered to the signers."

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
SCHEDULE B – SECTION II  
ALTA Commitment**

**EXCEPTIONS**

Commitment Date: June 3, 2020

File Number: 2020-291

This Commitment does not republish and 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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the commitment date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interests, or claims that are 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, 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 not shown in the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore 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 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. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.

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9. Holmes County Treasurer's General Tax Duplicate shows: Taxes for the year 2019 are as follows: Parcel No. 01-00118.009, amount to \$1,269.86 per half plus special assessments of \$3.00 per half. Taxes for 2019 are paid in full for the year. Taxes for the year 2020 have not yet been determined but are a lien. There are no other special assessments listed on the books of the Holmes County Treasurer, but I do not certify to any, if such, not now entered thereon. Special taxes or assessments approved, levied or enacted by the State, County, Municipality or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to reassessment and recapture by way of CAUV, Taxes or assessments approved, levied, or enacted by a State, County, Municipality, Township, or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated including any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by any State, County, Municipality, Township or other taxing authority.
10. Subject to Current Agricultural Use Valuation.
11. Subject to the rights of the public in and to Twp. Rd. 351.
12. Mortgage in Official Records Vol. 272, Page 2762, from Dwaine A. Miller and Kathy D. Miller, husband and wife, to First Federal Community Bank, dated May 29, 2020, and recorded June 3, 2020, Holmes County, Ohio, in the amount of \$508,000.00.
13. Pipeline right of way in Official Records Vol. 263, Page 5117, from James M. Troyer and Norma J. Troyer, husband and wife, to Northeast Ohio Natural Gas Corp., dated April 11, 2017 and recorded April 20, 2018, Holmes County, Ohio.
14. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
15. No further examination has been made of public records - see record.
16. 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.

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**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
EXHIBIT A  
ALTA Commitment**

**LEGAL DESCRIPTION**

Commitment Date: June 3, 2020

File Number: 2020-291

Situated in the County of Holmes, in the State of Ohio and in the Township of Berlin, and bounded and described as follows:

Being a part of the southwest quarter of Section 8, Berlin Township, T-9N, R-6W, Holmes County, Ohio.

Described as follows:

Commencing at an iron pin found marking the northeast corner of the southwest quarter of Section 8; thence S 03 deg. 56' 55" W 1167.80 feet along the quarter section line and along the centerline of Twp. Rd. 351 to a railroad spike set the TRUE POINT OF BEGINNING, witnessed by an iron pin set N 88 deg. 24' 09" W 30.00 feet;

Thence with the following FOUR (4) COURSES:

1. S 03 deg. 56' 55" W 528.93 feet along the quarter section line and along the centerline of Twp. Rd. 351 to an iron pin set, witnessed by an iron pin set N 85 deg. 50' 00" E 30.00 feet;
2. N 85 deg. 50' 00" W 983.89 feet to an iron pin set;
3. N 13 deg. 19' 22" E 494.71 feet partly along Atlee & Julia Sommers' (Deed Volume 253, Page 945) east line to an iron pin found;
4. S 88 deg. 24' 09" E 904.06 feet to the TRUE POINT OF BEGINNING.

This parcel contains 11.000 acres, but subject to all highways and easements of record.

Survey and description prepared by Donald C. Baker, P.S. 6938.

Plat recorded in Plat Book 15, Page 160, Holmes County Record of Plats.

PPN: 01-00118.009

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