



**First American Title™**

# 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 Ohio 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

Greg L. Smith, 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.

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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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# ALTA Commitment for Title Insurance

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**First American Title Insurance Company**

## Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent: Chad B. Yoder	Issuing Office: Heartland Title Agency, LLC
Issuing Office's ALTA® Universal ID: 1039664	Loan ID No.:
Commitment No.: 20-6839	Issuing Office File No.: 20-6839
Property Address: 96.77 ac., Copeland Woods Drive, Dresden, OH 43821	

### SCHEDULE A

1. Commitment Date: July 14, 2020 at 7:59 a.m.
2. Policy to be issued:
  - (a)  ALTA Owners Policy (06/17/06)
    - Proposed Insured: \_\_\_\_\_ or its/their nominee or assigns
    - Proposed Policy Amount: \$335,100.00
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:
 

Henry A. Troyer and Ruth E. Troyer, SOT: Volume 2847, Page 424 of the Official Records of Muskingum County, Ohio
5. The Land is described as follows:
 

SEE EXHIBIT A ATTACHED HERETO

Heartland Title Agency, LLC

Chad B. Yoder, Vice President

Issuing Agent: Heartland Title Agency, LLC  
 Agent ID No.: 5108708  
 Address: 138 East Jackson Street  
 City, State, Zip: Millersburg, OH 44654  
 Telephone: (330)674-3055

**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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# ALTA Commitment for Title Insurance

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## Schedule BI & BII

Commitment No.: 20-6839

### 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 Henry A. Troyer and Ruth E. Troyer, husband and wife to \_\_\_\_\_ or its/their nominee or assigns.
5. All funds payable to Heartland Title Agency, LLC ("HTA") must be "good funds" and "immediately available" as of the day of closing, as required by HTA's Good Funds Policy and Ohio Revised Code §1349.21. Except as set forth in HTA's Good Funds Policy, funds must be delivered by electronically transferred funds via the real time gross settlement system provided by the Federal Reserve ("Wire Transfer") no later than 2:00 p.m. on the day of closing. A copy of HTA's Good Funds Policy is available upon request.
6. Execution by Sellers of Closing Affidavit in form acceptable to Heartland Title Agency, LLC, regarding off-record matters including: improvements and/or repairs or alterations thereto are completed; contractor, subcontractors, labor and materialmen are all paid; liens; encroachments; and other matters.
7. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the premises or who will make a loan on the premises . We may then make additional requirements and exceptions.
8. Payment and Release of any liens shown in Schedule B, Section II.
9. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due or payable.
10. Approval by the County Tax Map Office that the legal description is suitable for transfer.

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11. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

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**Schedule BI & BII (Cont.)**

Commitment No.: 20-6839

**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. The land described in Exhibit A is listed for the purposes of taxation on the County Auditor's Duplicate as follows:

Parcel No.: 38-30-03-22-003 96.77 ac.  
Valuation: Land: \$117,290 Buildings: \$0  
In the Name of: Henry A. Troyer & Ruth E. Troyer  
Taxing District: Madison Twp., Tri-Valley LSD

The County Treasurer's books show taxes for the year 2019 are \$2,036.89 per half and the full year taxes are paid. All prior taxes are paid in full. Taxes for the year 2020 have not been determined, but are a lien, not yet due and payable. There is a special assessment in the amount of \$3.00 per half for Muskingum Watershed included in the amount above.

Delinquent utility charges, weed cutting and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

Subject to increases in taxes and valuations due to voted levies and/or revaluations not yet certified by the County Auditor and/or revaluation made under an action brought pursuant to Section 5715.19 O.R.C. Further subject to additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.

10. Oil & Gas Lease to Atha Oil & Gas Company recorded at Volume 109, Page 780 of the Lease Records of Muskingum County, Ohio.
11. Oil & Gas Lease to Cushing & Bradshaw Opt. Co. recorded at Volume 117, Page 986 of the Lease Records of Muskingum County, Ohio.
12. Oil & Gas Lease to Charles O. Lighthizer recorded at Volume 123, Page 407 of the Lease Records and corrected at Volume 2196, Page 100 of the Official Records of Muskingum County, Ohio.
13. Pipeline Right of Way to Consolidated Gas Supply Corporation recorded at Volume 560, Page 540 of the Deed Records of Muskingum County, Ohio.
14. Electric Line Right of Way to Columbus & Southern Ohio Electric Corp. recorded at Volume 617, Page 256 of the Deed Records of Muskingum County, Ohio.
15. Gas Easement to Columbia Gas of Ohio recorded at Volume 843, Page 290 of the Deed Records of Muskingum County, Ohio.
16. Taxes or assessments approved, levied or enacted by the 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.
17. Subject to the rights of the public in and to any portion of the premises lying within a publicly dedicated street, road, highway or alley.

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18. This Commitment for Title Insurance is issued in contemplation of the issuance of a policy, or policies, of title insurance and Heartland Title Agency, LLC (hereinafter "HTA") or First American Title Insurance Company (hereinafter "First American") shall have no obligation outside the terms of the commitment. Specifically, any title search or examination conducted by examiners as a basis for issuing this commitment shall be for the benefit of HTA and First American only, and does not insure to the benefit of any other party, including any seller, purchaser or lender. In the event any proposed insured under this commitment fails to acquire, or elects not to acquire a final title policy prior to the expiration date of the commitment, said proposed insured shall have no cause of action or recourse against HTA or First American and in no event shall any proposed insured have any claim or cause of action against HTA or First American based on the title search or examination. By accepting the within commitment, the proposed insured, along with any other parties to the contemplated transaction, consents to and agrees with the foregoing.
19. Any Claim by the State of Ohio for reimbursement of Medicaid funds.
20. 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).
21. This policy does not guarantee or insure the quantity of land or acreage shown in Exhibit A.
22. NOTE: No examination was made under the estate created under the instruments described above in Schedule B.

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## ALTA Commitment for Title Insurance

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**First American Title Insurance Company**

# Exhibit A

File No.: 20-6839

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

Situated in the State of Ohio, County of Muskingum, Township of Madison:

Being part of Quarter Township 3, Township 3, Range 7, of the US Military District, further being part of the William J Vance Trustee property recorded in Official Record Volume 2531, Page 895 of said county's deed records, further being part of Muskingum County Auditor's Parcel Number 38-30-03-22-000, and more particularly described as follows;

Commencing at a stone (By Deed) at the Northeast corner of said Quarter Township 3:

- TIE-1 THENCE South 01 degrees 34 minutes 30 seconds West 4972.12 feet (By Deed) along the East line of Quarter Township 3 to an aluminum monument;
- TIE-2 THENCE South 01 degrees 50 minutes 00 seconds West 610.39 feet (By Deed) continuing along said Quarter Township line to an iron pin;
- TIE-3 THENCE North 88 degrees 57 minutes 04 seconds West 2657.12 feet (By Deed) into said Quarter Township 3 and common line for the State of Ohio Department of Natural Resources property recorded in Deed Book Volume 1130, Page 775 and the William J Vance Trustee property recorded in Official Record Volume 2202, Page 677 to a stone (found) at a common corner of said Vance properties further being the place of beginning for the property herein Intended to be described;
- #1- THENCE South 01 degrees 32 minutes 31 seconds West 2798.11 feet along a common line for said Vance properties to a stone (found) on the North line of the Ralph W Carnes property recorded in Official Record Volume 2509, Page 201,
- #2- THENCE North 88 degrees 21 minutes 57 seconds West 368.79 feet along said William J Vance Trustee property recorded In Official Record Volume 2531, Page 895 and said Carnes properties to a stone (found) at a corner of the Heather Ann Stafford and Eric James Stafford property recorded in Official Record Volume 2703, Page 679;
- #3- THENCE North 87 degrees 59 minutes 37 seconds West 70.00 feet along said Vance and Stafford properties to an iron pin (set);
- #4- THENCE North 01 degrees 27 minutes 32 seconds East 453.32 feet through said Vance property to an iron pin (set);
- #5- THENCE North 12 degrees 29 minutes 52 seconds West 330.14 feet continuing through said property to an iron pin (set);
- #6- THENCE North 22 degrees 25 minutes 12 seconds West 346.18 feet continuing through said property to an iron pin (set);
- #7- THENCE North 13 degrees 22 minutes 26 seconds West 526.31 feet continuing through said property town iron pin (set);
- #8- THENCE North 32 degrees 12 minutes 07 seconds West 379.08 feet continuing through said property to an iron pin (set);
- #9- THENCE North 54 degrees 55 minutes 58 seconds West 202.09 feet continuing through said property to an Iron pin (set);
- #10 THENCE North 76 degrees 33 minutes 00 seconds West 360.88 feet continuing through said property to an Iron pin (set);
- #11- THENCE North 70 degrees 54 minutes 29 seconds West 310.12 feet continuing through said property to an iron pin (set);
- #12- THENCE South 79 degrees 36 minutes 49 seconds West 284.40 feet continuing through said property to an iron pin (set);
- #13- THENCE South 16 degrees 02 minutes 18 seconds West 381.28 feet continuing through said property to an iron pin (set);

## EXHIBIT A

(Continued)

- #14- THENCE South 47 degrees 45 minutes 43 seconds West 156.63 feet continuing through said property to an iron pin (set);
- #15- THENCE North 72 degrees 49 minutes 19 seconds West 506.66 feet continuing through said property to an iron pin (found) at the Northeast corner of the David C Graves and Amy L Graves property recorded in Official Record Volume 2589, Page 428;
- #16- THENCE South 80 degrees 58 minutes 00 seconds West 419.83 feet along the North line of said Graves property to an iron pin (found), on a line of said State of Ohio property, passing the centerline of Copeland Woods Road, (Township Road 157) at 391.83 feet;
- #17- THENCE North 15 degrees 10 minutes 44 seconds West 1148.08 feet along a common line for said Vance and State of Ohio properties to an aluminum monument (found), passing the centerline of said road at 1110.08 feet;
- #18- THENCE South 88 degrees 08 minutes 55 seconds East 3541.19 feet continuing along said properties to the place of beginning, **containing 96.77 acres**, of which 1.03 acres are within the right of way of Copeland Woods Road (Township Road 157).

The bearings within this description are based on State Plane Coordinate Grid (Ohio South 1983) derived from GPS Observations. Iron pins (set) are 5/8" rebar with identification caps (C.R.Harkness P.L.S.6885).

This description was written by Charles R. Harkness Professional Land Surveyor #6885 from an actual survey completed on March 27, 2017 in accordance with Chapter 4733-37 of the Administrative Code, and is intended to be used for the legal transfer of the property described and does not intend to describe any apparent easements nor easements of record, unless otherwise indicated.

**Parcel No.: 38-30-03-22-003**

**The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.**