



**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

ISSUED BY

**First American Title Insurance Company**

## Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent:	Zachary J. Mathie	Issuing Office:	Heartland Title Agency, LLC
Issuing Office's ALTA® Universal ID:	1039664	Loan ID No.:	
Commitment No.:	20-7220	Issuing Office File No.:	20-7220
Property Address:	3519 Oak Ridge Road NW, Sugarcreek, OH 44681		

### SCHEDULE A

1. Commitment Date: October 2, 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: \$142,120.00
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:  
Jonathan N. Troyer and Miriam J. Troyer, SOT: Volume 1363, Page 1682 of the Official Records of Tuscarawas County, Ohio
5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

Heartland Title Agency, LLC

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



\_\_\_\_\_  
 Zachary J. Mathie, Assistant Vice President

**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.: 20-7220

### 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 Jonathan N. Troyer and Miriam J. 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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# ALTA Commitment for Title Insurance

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**First American Title Insurance Company**

## Schedule BI & BII (Cont.)

Commitment No.: 20-7220

### 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.: 56-01334-004 11.861 ac.  
Valuation: Land: \$21,840 Buildings: \$27,900 CAUV: \$1,450  
In the Name of: Troyer, Jonathan N. & Miriam J.  
Taxing District: Sugarcreek Twp., Garaway S.D.

The County Treasurer's books show taxes for the year 2019 are \$601.80 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. The Land described in Exhibit A appears on the Agricultural Land Tax List pursuant to ORC Chapter 5713. The Company is not liable for any loss or damage nor attorneys fees or costs due to any future recoupment of real estate taxes pursuant to ORC Section 5713.34 upon the conversion of all or part of said Land to a non-agricultural use.
11. Judgment Lien, filed by Creditor: Ohio Department of Taxation against Debtor: Jonathan Troyer, in the amount of \$1,415.84, plus costs and interest, rendered October 19, 2017, and filed on October 19, 2017, at 2:52 p.m., as Case Number 2017 TJ 10 1182 in Tuscarawas County Court of Common Pleas.
12. Judgment Lien, filed by Creditor: Ohio Department of Taxation against Debtor: Jonathan Troyer, in the amount of \$4,248.82, plus costs and interest, rendered June 1, 2018, and filed on June 4, 2018, at 10:09 a.m., as Case Number 2018 TJ 06 0572 in Tuscarawas County Court of Common Pleas.
13. Judgment Lien, filed by Creditor: Ohio Department of Taxation against Debtor: Jonathan Troyer, in the amount of \$903.57, plus costs and interest, rendered August 30, 2019, and filed on August 30, 2019, at 11:04 a.m., as Case Number 2019 TJ 08 0707 in Tuscarawas County Court of Common Pleas.
14. Judgment Lien, filed by Creditor: Ohio Department of Taxation against Debtor: Jonathan Troyer, in the amount of \$881.32, plus costs and interest, rendered January 3, 2020, and filed on January 3, 2020, at 9:36 a.m., as Case Number 2020 TJ 01 0386 in Tuscarawas County Court of Common Pleas.
15. Oil & Gas Lease to A. Kirk Roberts recorded at Volume 74, Page 263 of the Lease Records of Tuscarawas County, Ohio.

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16. Oil & Gas Lease to Hill Drilling Co. recorded at Volume 79, Page 357 of the Lease Records of Tuscarawas County, Ohio.
17. Pipeline Right of Way Agreement to Resource Exploration Inc. recorded at Volume 495, Page 314 of the Deed Records of Tuscarawas County, Ohio.
18. Telephone Line Easement to General Telephone Company of Ohio recorded at Volume 516, Page 627 of the Deed Records of Tuscarawas County, Ohio.
19. Electric Line Easement to Ohio Power Company recorded at Volume 641, Page 459 of the Deed Records of Tuscarawas County, Ohio.
20. Permission to Discharge Sewage Effluent to Frederick R. German & Brooke E. German recorded at Volume 644, Page 461 of the Deed Records of Tuscarawas County, Ohio.
21. Permission to Discharge Sewage Effluent to Titus & Alice Schlabach recorded at Volume 646, Page 420 of the Deed Records of Tuscarawas County, Ohio.
22. 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.
23. 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.
24. 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.
25. Any Claim by the State of Ohio for reimbursement of Medicaid funds.
26. 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).
27. This policy does not guarantee or insure the quantity of land or acreage shown in Exhibit A.
28. NOTE: No examination was made under the estate created under the instruments described above in Schedule B.

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	<b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
<b>Exhibit A</b>		ISSUED BY <b>First American Title Insurance Company</b>

File No.: 20-7220

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

Situated in the Township of Sugarcreek, County of Tuscarawas and the State of Ohio. Being part of the Southeast Quarter of Section 18, Township 9, Range 4 and being all of the residue of a 19.56 acre parcel (residue) as conveyed to Levi H. Troyer by a deed recorded in Volume 566, Page 750 of the Tuscarawas County Deed Records all of a 4.171 acre parcel of land as conveyed to Levi H. Troyer by a deed recorded in Volume 689, Page 502 of the Tuscarawas County Records and all of a 0.591 acre parcel of land as Conveyed to Levi H. Troyer by a deed recorded in Volume 1258, Page 236 of the Tuscarawas County Official Records, Auditor's Parcel Nos. 56-01334.000, 56-01332.000 and 56-01330.005, and being more fully described as follows:

Beginning in the center of Oak Ridge Road at a corner of said 19.56 acre parcel so conveyed to Levi H. Troyer and a corner of a 2.00 acre parcel of land as conveyed to Dale J. and Regina Kay Miller by a deed recorded in Volume 689, Page 664 of the Tuscarawas County Deed Records, said pin being located S 05° 10' 55" W, 431.94 feet, S 85° 07' 31" E, 807.90 feet and S 01° 05' 17" W, 50.10 feet from the northwest corner of said Southeast Quarter of Section 18;

thence from said beginning, and with a north line of said 19.56 acre parcel so conveyed to Levi H. Troyer, the north line of said 4.171 acre parcel so Conveyed to Levi H. Troyer and the south line of said 2.00 acre parcel of land as conveyed to Dale J. and Regina Kay Miller, S 84° 53' 56" E, passing on line an iron pin (set) at 20.00 feet, a total distance of 689.77 feet to an iron pin (set) at the northwest corner of a 0.74 acre parcel of land as conveyed to Dale J. and Regina Kay Miller by a deed recorded in Volume 689, Page 664 of the Tuscarawas County Deed Records;

thence with the west line of said 0.74 acre parcel so conveyed to Dale J. and Regina Kay Miller, the west line of a 2.27 acre parcel of land as conveyed to Dale J. and Regina Kay Miller by a deed recorded in Volume 689, Page 664 of the Tuscarawas County Deed Records, and an east line of said 4.171 acre parcel so conveyed to Levi H. Troyer, S 05° 06' 07" W, 412.20 feet to an iron pin stamped "SMITH" (found) at the southwest corner of said 2.27 acre parcel of land and a corner of said 4.171 acre parcel of land;

thence with the south line of said 2.27 acre parcel of land so conveyed to Dale J. and Regina Kay Miller, S 81° 56' 24" E, 110.46 feet to an iron pin stamped "ROGAL" round at the northwest corner of a 4.824 acre parcel of land as conveyed to Roman E. and Wilma Mullet by a deed recorded in Volume 1258, Page 234 of the Tuscarawas County Official Records and the northeast corner of said 0.591 acre parcel of land so conveyed to Levi H. Troyer;

thence with the east line of said 0.591 acre parcel of land so conveyed to Levi H. Troyer and the west line of said 4.824 acre parcel of land so conveyed to Roman E. and Wilma Mullet, S 04° 55' 59" W, 421.20 feet to an iron pin stamped "SMITH" (found) at the southeast corner of said 0.591 acre parcel and the northeast corner of a 5.30 acre parcel of land as conveyed to Titus and Alice Schlabach by a deed recorded in Volume 604, Page 155 of the Tuscarawas County Deed Records;

thence with the south line of said 0.591 acre parcel, the south line of said 4.171 acre parcel, the south line of said 19.56 acre parcel of land, all as conveyed to Levi H. Troyer and the north line of said 5.30 acre parcel so conveyed to Titus and Alice Schlabach and the north line of a 0.89 acre parcel of land as conveyed to Titus and Alice Schlabach by a deed recorded in Volume 734, Page 05 of the Tuscarawas County Deed Records, N 84° 31' 59" W, passing on line an iron pin (set) at 660.18 feet, a total distance of 680.18 feet to a point in the aforesaid Oak Ridge Road at the southeast corner of a 6.00 acre parcel of land as conveyed to Levi Miller, Jr. and Susan Miller by a deed recorded in Volume 1088, Page 1616 of the Tuscarawas County Official Records;

## EXHIBIT A

(Continued)

thence with said road, the east line of said 6.00 acre parcel of land so conveyed to Levi Miller, Jr. and Susan Miller and a line of said 19.56 acre parcel so conveyed to Levi H. Troyer, N 07° 09' 36" W, 279.19 feet to the northeast corner of said 6.00 acre parcel of land and the southeast corner of a 0.643 acre parcel of land as conveyed to Ivan I. and Lucinda H. Yoder by a deed recorded in Volume 750, Page 367 of the Tuscarawas County Deed Records;

thence continuing with said road and with the east line of said 0.643 acre parcel of land so conveyed to Ivan I. and Lucinda H. Yoder, N 02° 37' 33" W, 125.70 feet to the northeast corner of said 0.643 acre parcel and the southeast corner of a 1.00 acre parcel of land as conveyed to Ivan I. and Lucinda H. Yoder by a deed recorded in Volume 641, Page 109 of the Tuscarawas County Deed Records;

thence continuing with said road and with the east line of said 1.00 acre parcel of land so conveyed to Ivan I. and Lucinda H. Yoder, N 02° 11' 25" W, 182.60 feet to the northeast corner thereof;

thence continuing with said road and with a new line of division through said 19.56 acre parcel of land so conveyed to Levi H. Troyer, N 00° 10' 38" W, 171.62 feet to an angle point therein;

thence continuing with said road and with a new line of division through said 19.56 acre parcel of land so conveyed to Levi H. Troyer, N 01° 05' 17" E, 85.57 feet to the Place of Beginning, containing 13.396 acres, more or less, of which 9.040 acres is all of the residue of said 19.56 acre parcel, 3.765 acres is all of said 4.171 acre parcel, and 0.591 of an acre is all of said 0.591 acre parcel, but subject to all legal highways, easements, reservations and restrictions of record.

Bearings are oriented to an assumed meridian.

All iron pins set are 30" x 3/4" round steel bars with plastic caps stamped "D A Bower 5753".

Description prepared from a field survey by S. J. Lessman, Registered N. 7078 in July, 2008.

### SAVING AND EXCEPTING THE FOLLOWING DESCRIBED PREMISES:

Situated in the Township of Sugarcreek, County of Tuscarawas and State of Ohio, being part of a 13.396 acres tract in the southeast quarter of Section Eighteen (18), Township Nine (9), Range Four (4) of the United States Military Lands, conveyed to Levi H. Troyer and Emma Troyer, by Joint and Survivorship Deed recorded in O.R. Volume 1289, Pages 2011 thru 2013 of the Tuscarawas County Deed Records, and being more fully described as follows:

Beginning at a point in the traveled part of Oak Ridge Road (Township Road #73) on the west boundary line of said 13.396 acres tract and on the east boundary line of a 1.000 acre tract conveyed to Levi H. and Emma Troyer, by deed recorded in O.R. Volume 1293, Page 1417 of the said county deed records, said point of beginning being the following five courses from the northwest corner of the southeast quarter of said Section 18, South 5°-10' -55" West, 431.94 feet along the west boundary line of a 98.81 acres tract conveyed to Aaron R and Marilyn Sue Cob1entz, by deed recorded in Volume 546, Page 884 of the said county deed records, to a point at the southwest corner of said 98.81 acres tract and at the northwest corner of a 9.694 acres tract conveyed to Leroy L. and Rhoda A. Troyer, by deed recorded in O.R. Volume 1293, Page 809 of the said county deed records;

thence along the south boundary line of said 98.91 acres tract and the north boundary line of said 9.694 acres tract, South 85°-07'-31" East, 807.90 feet to a point in the traveled part of said oak Ridge Road, at the southeast corner of said 98.81 acres tract and at the northeast corner of said 9.694 acres tract;

thence proceeding in the traveled part of said Oak Ridge Road the following three courses: South 1°-05'-17" West, 135.69 feet along the east boundary line of said 9.694 acres tract and a portion of the west boundary line of said 13.396 acres tract to a point;

thence proceeding along the east boundary line of said 9.694 acres tract and the west boundary line of said 13.396 acres tract, South 0°-12' -31" East, 171.65 feet to a point, at the northeast corner of said 1.000 acre tract;

## EXHIBIT A

(Continued)

thence leaving the east boundary line of said 9.694 acres tract and proceeding along the east boundary line of said 1.000 acre tract and the west boundary line of said 13.396 acres tract, South 2°-15'-23" East, 95.11 feet to the point of beginning of the tract herein described;

thence from said point of beginning and leaving the traveled part of said Oak Ridge Road, the east boundary line of said 1.000 acre tract and the west boundary line of said 13.396 acres tract, North 86°-25'-07" East, 128.85 feet to a 3/4 inch diameter iron pin set, passing a 3/4 inch diameter iron pin set at 14.02 feet;

thence South 4°-59'-46" East, 512.43 feet to a 3/4 inch diameter iron pin set on the south boundary line of said 13.396 acres tract;

thence along the south boundary line of said 13.396 acres tract, North 84°-32'-52" West, 130.02 feet to a point at the southwest corner of said 13.396 acres tract, at the southeast corner of a 6.00 acres tract conveyed to Levi Miller, Jr. and Susan Miller by deed recorded in O.R. Volume 1088, Page 1616 of the said county deed records and in the traveled part of said Oak Ridge Road, passing a 3/4 inch diameter iron pin found at 110.02 feet;

thence proceeding in the traveled part of said Oak Ridge Road the following three courses: North 7°-06'-15" West, 279.46 feet along the east boundary line of said 6.00 acres tract and the west boundary line of said 13.396 acres tract to a point at the northeast corner of said 6.00 acres tract and at the southeast corner of a 0.643 of an acre tract conveyed to Levi H. and Emma Troyer by deed recorded in O.R. Volume 1293, Page 1417 of said county deed records;

thence proceeding along the west boundary line of said 13.396 acres tract and the east boundary line of said 0.643 of an acre tract, North 2°-37'-25" West, 133.34 feet to a point at the northeast corner of said 0.643 of an acre tract and at the southeast corner of said 1.000 acre tract;

thence proceeding along the west boundary line of said 13.396 acres tract and the east boundary line of said 1.000 acre tract, North 2°-15'-23" West, 79.63 feet to the point of beginning, containing 1.535 acres.

The bearings are based on the north boundary line of said 13.396 acres tract which is South 84°-53'-56" East, as recorded in O.R. Volume 1289, Pages 2011 thru 2013 of the County deed records. All other bearings are from angles and distances measured in the field.

The above description is based on a field survey performed by Richard B. Swartzbaugh on March 16, 2009.

**After said exception, the above 11.861 acre tract is Tax Parcel #56-01334.004 in the County of Tuscarawas.**

**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.**