

ALTA COMMITMENT FOR TITLE INSURANCE issued by FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, First American Title Insurance Company, a(n) Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.



- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I Requirements;
 - f. Schedule B, Part II Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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:
 - comply with the Schedule B. Part I Requirements:
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- **6.** LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.



- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing 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 IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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.



FIRST AMERICAN TITLE INSURANCE COMPANY 1 First American Way, Santa Ana, CA 92707

() Noist <u>8-7-8--</u> By:_____

Kenneth D. DeGiorgio, President

By:_____ Lisa W. Cornehl, Secretary

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Cardinal Title Agency

Issuing Office: 141 E. Town Street, Suite 200

Columbus, OH 43215

Issuing Office's ALTA® Registry ID: 1037522

Loan ID Number:

Commitment Number: CTA-7665 Issuing Office File Number: CTA-7665

Property Address: 225.79 Acres on County Rd 7, Pike Township, OH 43783

Revision Number: 2

SCHEDULE A

1. Commitment Date: June 10, 2024 8:00 AM

2. Policy to be issued:

(a) 2021 ALTA Owner's Policy

Proposed Insured: TBD LLC, an Ohio Limited Liability Company

Proposed Amount of Insurance: \$1.00
The estate or interest to be insured: fee simple

3. The estate or interest in the Land at the Commitment Date is:

fee simple

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

Legacy Acres Land Company, LLC, an Ohio Limited Liability Company by general warranty deed from Webbland Properties, LLC dated 04/25/2024 and recorded with Perry County Recording Office on 05/23/2024 in Book 510 Page 1184.

5. The land is described as follows:

The land is described as set forth in Exhibit A attached hereto and made a part hereof.

CARDINAL TITLE AGENCY

141 E. Town Street, Suite 200, Columbus, OH

43215

Telephone: (614) 228-6895

Countersigned by:

JAMO HOVEUS

Kenneth D. DeGiorgio, President

FIRST AMERICAN TITLE INSURANCE COMPANY

1 First American Way, Santa Ana, CA 92707

By:

Lisa W. Cornehl, Secretary

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Cardinal Title Agency, License #5316



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.
- 5. A properly executed Seller(s)/Owner(s) Affidavit acceptable to the Company if standard exceptions are to be deleted from the policy or policies(s).
- 6. Receipt and review of an acceptable survey of the subject premises. If the standard survey exception is to be deleted, and if certain endorsements are requested. The Company reserves the right to make additional exceptions and/or requirements following the review of the survey.
- 7. Formation and Authority Requirements:

Evidence that it is properly formed (copy of the Articles of Organization filed in the Office of the Ohio Secretary of State);

Evidence that it is in current good standing;

Copy of the Operating Agreement (must be reviewed to verify that all internal governance requirements are complied with regarding the authorization of the transactions and authorization of the appropriate member(s)/officer(s)/manager(s) to sign and deliver the deed, promissory note, mortgage, other loan documents, affidavit and any other closing documents):

Copy of the Resolution of All the Members authorizing the transactions and authorizing the appropriate member(s)/officer(s)/manager(s) to sign and deliver the deed, promissory note, mortgage, other loan documents, affidavit and any other closing documents):

- 8. Approval of the County Engineer of the legal description prior to deed transfer.
- Subject Premises is subject to current agricultural use valuation recoupment (CAUV). Please contact County Auditor for further detail.



SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective 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 rights, interests or claims of parties in possession not shown by the public records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance or other matter affecting the Land that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
- 4. Easements or claims of easements not shown by the public records.
- 5. Any lien, or right to a lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.
- 6. Taxes or special assessments assessed, but not shown as a lien in the Public Records, at Date of Policy.
- 7. Oil, natural gas, coal or other minerals previously conveyed, leased or retained by prior owners.
- 8. (For commitments to insure loan policies): Pursuant to ORC 1509.31, leases for oil or natural gas, pipeline agreements or any other instrument related to the production or sale of oil or natural gas recorded in the County Recorder's Office subsequent to the Date of Policy will not be terminated or extinguished by a foreclosure of the mortgage described in Schedule A hereof.
- 9. Taxes and Assessments for the year(s) 2023 for Parcel No. 240007220000 (Valuations: Land 26850.00; Improvements 0.00; Total: \$26,850.00.

Taxes for the first half of 2023 in the amount of \$493.64 are Paid. Taxes for the second half of 2023 in the amount of \$493.64, are Unpaid, due and payable on or before June 30, 2024

Real estate taxes and/or special assessments imposed on the title for the year(s) 2024 and subsequent years, that are not yet due or payable.

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.



- Subsequent assessments or taxes and any penalties and interest, due to any change in the land usage or loss of exemption.
- 11. Any possible additional tax assessment and any penalties and interest, because of construction and improvements.
- 12. The Land appears on the Agricultural Land Tax List. The Company does not insure against loss or damage nor will it pay attorneys fees or costs for recoupment of taxes pursuant to RC Chapter 5713 et. seq. if said land or any part thereof is or has been converted to non-agricultural use.
- 13. The acreage stated in the legal description of the land is for description purposes only. The Company does not insure the quantity of land.
- 14. A mortgage to secure an original indebtedness of \$780,000.00, and any other amounts or obligations secured thereby, recorded on May 23, 2024 in Book 510, Page 1189 in the official records of Recorder's Office, Perry County, Ohio.

Dated: April 26, 2024

Mortgagor: Legacy Acres Land Company LLC Mortgagee/Beneficiary: Tall Tine Farms, LLC

- 15. Right of Way Easement of record as OR 306 PG 930 Recorder's Office, Perry County, Ohio.
- 16. Right-of-Way Agreement of record as OR 419 PG 81 Recorder's Office, Perry County, Ohio.
- 17. Right-of-Way Easement of record as Book 500 Page 625 Recorder's Office, Perry County, Ohio.
- 18. Right of Way to Columbia Gas of Ohio of record as Volume 191 PG 251 Recorder's Office, Perry County, Ohio.
- 19. Right of Way to The Ohio Fuel Gas Company of record as Volume 180 PG 520 Recorder's Office, Perry County, Ohio.
- 20. Easement to Cougar Developments, Kentucky Drilling and Operating Corporation of record as <u>Volume 213 PG 511</u> Recorder's Office, Perry County, Ohio.
- 21. Right of Way to Petro-Lewis Corp. of record as Volume 240 PG 503 Recorder's Office, Perry County, Ohio.
- 22. Right of Way to Columbia Gas Transmission Corp as Volume 213 PG 367 Recorder's Office, Perry County, Ohio.
- 23. Pipe Line Right of Way to Clinton Oil Company as <u>Volume 253 PG 57</u>, Assignment of record as <u>Volume 253 PG 443</u> Recorder's Office, Perry County, Ohio.
- 24. Oil and Gas Lease of record as LV 89 PG 678 Recorder's Office, Perry County, Ohio.
- 25. Oil and Gas Lease of record as LV 77 PG 393 Recorder's Office, Perry County, Ohio.
- 26. Oil and Gas Lease of record as LV 82 PG 117 Recorder's Office, Perry County, Ohio.
- 27. Excepting the Coal Tipple as to tract four in Deed of record as <u>Volume 159 Page 519</u> Recorder's Office, Perry County, Ohio.



28. Excepting all oil and gas as recited in OR Volume 409, Page 1574, OR Volume 408, Page 1050, Volume 171 Page 561, Volume 28 PG 866, and Volume 159 Page 519 Recorder's Office, Perry County, Ohio.



EXHIBIT "A"

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

See Exhibit A attached hereto and made a part thereof.



APPHOVED FOR
TRANSFER
BY: HH DATE 3-204
PERRY COUNTY ENGINEER

Exhibit "A"

Legal Description

1/4.13 ACRED . . JUDITH M. TAYLOR PROPERTY (part) 'AUDITOR'S PARCEL #240007220000 (part) BEING A PART OF THE SOUTH HALF OF SECTION #19, TOWNSHIP 15, RANGE 15, PIKE TOWNSHIP, PERRY COUNTY, OHIO. ALSO BEING A PART OF THE PROPERTY OF JUDITH M. TAYLOR OF OFFICIAL RECORD BOOK 453, PAGE 571 OF THE PERRY COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING IRON PIN MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION #19; THENCE S 84° 56' 16" E 1023.75 FEET, IN THE SOUTH BOUNDARIES RESPECTIVELY, OF THE PROPERTIES OF ZACHARY S. and JULIA 4. ESTEP. OF OFFICIAL RECORD BOOK 408, PAGE 2203 AND OF ROBERT C, CLAARK OF OFFICIAL RECORD BOOK 99, PAGE 280, TO AN EXISTING IRON PIN MARKING THE SOUTHEAST CORNER OF SAID "CLARK" PROPERTY, PASSING AN EXISTING IRON PIN AT 606.22 FEET WHICH MARKS THE SOUTHEAST CORNER OF SAID "ESTEP" PROPERTY; THENCE, LEAVING SAID "CLARK" PROPERTY, S 85° 59' 20" E 1806.82 FEET, IN THE SOUTH BOUNDARY OF THE PROPERTY OF DENNIS D. and CAROLINE E. LOVE OF - OFFICIAL RECORD BOOK 298, PAGE 2307, TO AN INACCESSIBLE POINT IN THE SOUTHWEST CORNER OF THE PROPERTY OF VICTOR W. and KAREN L. JONES OF OFFICIAL RECORD BOOK 413, PAGE 963; THENCE, LEAVING SAID "LOVE" PROPERTY, 8 86" 10' 07" E 26.98 FEET, IN THE SOUTH BOUNDARY OF SAID "JONES" PROPERTY, TO AN IRON PIN SET MARKING THE NORTHWEST CORNER OF THE PROPERTY OF BRIAN SWEENEY, etal. OF OFFICIAL RECORD BOOK 304, PAGE 1789; THENCE, LEAVING SAID "JONES" PROPERTY, § 17° 33' 30" E 151035 FEET TOA _ POINT IN, ASPHALT SURFACED, COUNTY ROAD #7 (A.K.A. DUTCH RIDGE ROAD AND IN THE SOUTHWEST CORNER OF THE AFORESAID "SWEENEY _efal, PROPERTY { SAID "POINT" BEARS N 19" 14" 45" W 36.59 FEET FROM AN EXISTING, REFERENCE, IRON PIN }, PASSING AN IRON PIN SET AT 1485.35 FEET; THENCE, LEAVING SAID "SWEENEY. & PROPERTY, THE FOLLOWING EIGHTEEN (18) COURSES ARE IN "COUNTY ROAD #7" AND ARE IN THE NORTHERLY BOUNDARY OF THE PROPERTY OF THE CABIN LLC AS DESCRIBED IN OFFICIAL RECORD BOOK 445, PAGE 2294: COURSE #1 = § 52° 33' 40" W 344.54 FEET TO A POINT; _ COURSE #2 = S 62° 05' 29" W 146.54 FEET TO A POINT; COURSE #3 = § 67° 24' 50 W 173.16 FEET TOAPOINT; COURSE #4 = 8 57° 20" 42 W 68.09 FEET TO A POINT; COURSE #5 = S 45° 00' 14" W 74.99 FEET TO A POINT; . COURSE #6 = S 38° 33' 05" W 149.27 FEET TO A POINT;) COURSE #7 = § 50° 47" 51" W 96.02 FEET TO APOINT; COURSE #8 = S 64° 54' 33" W 54,17 FEET TO A POINT; COURSE #9 = § 78° 25' 45" W 82.74 FEET TO A POINT;

COURSE #10 =8 85° 02' 32" W 173.86 FEET TO A POINT;

COQURSE#11 = § 76° 34* 177 W 89.98 FEET TO A POINT;

COURSE #12 = § 67° 14' 54" W 66.48 FEET TO A POINT; o COURSE #13 = S 58° 34' 48" W 190.49 FEET TO A POINT;

COURSE #14 = § 51° 06' 45" W 71.31 FEET TO A POINT;

COURSE #15 = § 39° 05' 40" W 81.73 FEET TO A POINT;

COURSE #16 = § 33° 33' 59 W 102.74 FEET TO A POINT;

COURSE #17= S'40°03' 28" W 86.12 FEET TO A POINT;

COURSE #18 = \$ 51° 48' 16" W 80.46 FEET TO A MAG NAIL SET IN THE SOUTH LINE OF SECTION #19 { SAID "MAG NAIL SET" BEARS N 85° 34' 50" W 63.01 FEET FROM AN EXISTING, REFERENCE, IRON PIN } AND IN THE SOUTHWEST CORNER OF SAID "THE CABIN LLC" { 30.82 + - ACRES } PROPERTY OF OFFICIAL RECORD BOOK 445, PAGE 2294;

THENCE, LEAVING "COUNTY ROAD #7" AND SAID "IHE CABIN LLC" PROPERTY,

N 85° 34 50" W 1710,20 FEET, IN THE SOUTH LINE OF SECTION #19 AND IN THE NORTH BOUNDARY OF THE PROPERTY OF WILBUR M. 2nd DORIS M. BARNES OF OFFICIAL RECORD BOOK 302, PAGE 1504, TO AN EXISTING IRON PIN IN THE SOUTHEAST CORNER

OF THE PROPERTY OF JAMES 4. BRYANT, Jr. OF OFFICIAL RECORD BOOK 440, PAGE 285 (SAID "EXISTING IRON PIN® BEARS S 85° 34' 50" E.62.77 FEET FROM AN EXISTING IRON PIN MARKING THE SOUTHWEST CORNER OF SECTION #19), PASSING AN IRON PIN SET AT 50.00 FEET; _THENCE, LEAVING THE SOUTH LINE OF SECTION #19 AND SAID "BARNES" PROPERTY, N 9° 16' 18" E 50.22 FEET, IN SAID "BRYANT" BOUNDARY, TO AN EXISTING IRON.PIN THAT IS WITHIN THE RIGHT OF WAY LINE OF, EXISTING, 40" FEET WIDE, TOWNSHIP ROAD # 362 { "TOWNSHIP ROAD # 362" IS ABANDONED AND IS PRESENTLY CLASSIFIED AS A CLASS "X" ROADWAY }:

THENCE, LEAVING SAID "TOWNSHIP ROAD # 362", N 23° 11' 08" W 145.12 FEET, IN SAID "BRYANT" BOUNDARY, TO AN EXISTING IRON PIN IN THE WEST LINE OF SECTION #19 AND IN THE "PIKE TOWNSHIP" AND THE JACKSON TOWNSHIP BOUNDARY LINE;

THENCE N 4° 20" 48" E 2472,58 FEET, IN THE WEST LINE OF SECTION #19, IN SAID TOWNSHIP BOUNDARY LINE AND IN THE EAST BOUNDARIES, RESPECTIVELY, OF SAID "BRYANT" PROPERTY AND THE PROPERTIES OF GREGORY V. and RHONDA M. STEELE OF OFFICIAL RECORD BOOK 472, PAGE 1259 AND JOHN J. VACHERESSE OF OFFICIAL RECORD BOOK 474, PAGE 1395, TO AN "EXISTING IRON PIN" AND THE "PLACE OF BEGINNING" OF THIS, SUBJECT, "174.13 ACRES PARCEL", PASSING EXISTING IRON PINS AT 1152.01 FEET, 1721.80 FEET, 1887.80 FEET AND 2103.80 FEET. THIS PARCEL AS DESCRIBED CONTAINS 174.13 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL HIGHWAYS, ALL RESTRICTIONS AND ALL EASEMENTS OF RECORD. THE BEARINGS IN THE ABOVE DESCRIBED PARCEL ARE BASED ON THE WEST LINE OF SECTION #19 AS BEING N 4° 20" 48" E ic. ALL BEARINGS DESCRIBED HEREIN ARE TO AN ASSUMED MERIDIAN AND ARE USED TO DENOTE

18E ABOVE DESCRIPTION IS A DERIVATIVE OF A FIELD SURVEY PERFORMED BY OR UNDER THE DIRECT SUPERVISION OF WAYNE A. KNISLEY, OHIO PS. #7231, ON APRIL 8, 2022, :

ALL IRON PINS SET ARE 5/8 INCH BY 30 INCH STEEL ROD WITH PLASTIC IDENTIFICATION CAPS MARKED "KNISLEY 7231". SEE THE PLAT ATTACHED, THE RIGHT OF WAY WIDTH OF "COUNTY ROAD #7" IS ASSUMED TO BE 60' FEET. THE RIGHT OF WAY WIDTH OF { CLASS "X™ } "TOWNSHIP ROAD # 362" IS ASSUMED TO BE 40' FEET. »: FOR MORE PARTICULAR INFORMATION CONCERNING { CLASS *X" } "TOWNSHIP ROAD # 362", SEE THE PIKE TOWNSHIP TRUSTEES AND THE OFFICE OF THE PERRY COUNTY ENGINEER. '

51.66 ACRES JUDITH M. TAYLOR PROPERTY (part) AUDITOR'S PARCEL #240007220000 (part) BEING A PART OF THE SOUTHEAST QUARTER OF SECTION #19, TOWNSHIP 15, RANGE 15, PIKE TOWNSHIP, PERRY COUNTY, OHIO. ALSO BEING A PART OF THE PROPERTY OF JUDITH M. TAYLOR OF OFFICIAL RECORD BOOK 453, PAGE 571 OF THE PERRY COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING IRON PIN MARKING THE SOUTHEAST CORNER OF SECTION #19; THENCE N 85° 34' 50" 'W 1040.51 FEET, IN THE SOUTH LINE OF SECTION #19 AND IN THE NORTH BOUNDARIES, RESPECTIVELY, OF THE PROPERTIES OF CINMARK LTD, . 'etal. OF OFFICIAL RECORD BOOK 375, PAGE 393 AND MICHAEL L_BOLEY OF OFFICIAL RECORD BOOK 212, PAGE 608, TO AN EXISTING IRON PIN IN THE SOUTHEAST CORNER OF THE PROPERTY OF THE CABIN LLC { A30.82 + - ACRES TRACT } OF OFFICIAL RECORD BOOK 445, PAGE 2294, PASSING AN EXISTING IRON PIN AT 1015.24 FEET; THENCE, LEAVING THE SOUTH LINE OF SECTION #19 AND SAID "BOLEY" PROPERTY, 812.92 FEET ON A CURVE TO THE LEFT, WITH ARADIUS OF 1457,68 FEET AND WITH A CHORD OF WHICH BEARS N 2°51' 07" W 802.43 FEET, IN THE EAST BOUNDARY OF SAID "THE CABIN LLC" PROPERTY, TO AN IRON PIN SET; : THENCE N 19° 14' 45" W 498.23 FEET, IN THE EAST BOUNDARY OF SAID "THE_CABIN LLC" PROPERTY, TO A POINT IN, ASPHALT SURFACED, COUNTY ROAD #7 (AX.A. DUTCH RIDGE ROAD) (SAID "POINT" IS IN THE SOUTHWEST CORNER OF THE PROPERTY OF BRIAN SWEENEY, etal. OF OFFICIAL RECORD BOOK 304, PAGE 1789 }, PASSING AN EXISTING IRON PIN AT 461.64 FEET; _THENCE, LEAVING SAID "THE CABIN LLC" PROPERTY, THE FOLLOWING SIX (6) COURSES ARE IN "COUNTY ROAD #7" AND ARE IN THE SOUTHERLY BOUNDARY OF SAID "BRIAN SWEENEY ETAL" PROPERTY: . COURSE #1 =N 48° 55' 17" E 249,22 FEET TO A POINT; COURSE #2 = N 45° 28' 80" E 286.00 FEET TO A POINT; 'COURSE #3 = N 48° 17" 00" E 704,62 FEET TO A POINT; : COURSE #4 = 185.55 FEET ON A CURVE TO THE RIGHT, WITH A RADIUS OF 411.00 FEET AND WITH A CHORD OF WHICH BEARS N 61° 13' 00" E 183.98 FEET TO A POINT; COURSE #5 = N 74° 09' 00" E 109.74 FEET TO APOINT; COURSE #6 = N 70° 36' 00" E §3.29 FEET TO A POINT AT THE, APPROXIMATE, INTERSECTION OF "COI Y ROAD #7" AND, GRAVEL SURFACED, TOWNSHIP ROAD #128 (SAID "POINT" BEARS N 7° 08' 12" E 50.59 FEET FROM A REFERENCE IRON PIN SET): THENCE, LEAVING "COUNTY ROAD #7" AND SAID "SWEENEY" PROPERTY, § 39" 20" 30" E 187.67 FEET, IN "TOWNSHIP ROAD #128" AND IN THE BOUNDARY OF THE PROPERTY OF

BERNARD M. and FLORA 4. BALDY OF DEED BOOK 164, PAGE 534, TO AMAG NAIL SET IN THE EAST LINE OF SECTION #19 { SAID "MAG NAIL SET" BEARS S 3° 40' 34" W 481.42 FEET FROM AN EXISTING IRON PIN IN THE NORTHEAST

CORNER OF THE SOUTHEAST QUARTER OF SECTION # 19 $\}$; i

THENCE, LEAVING "TOWNSHIP ROAD #128", § 3° 40' 34" W 2190.82 FEET, IN THE EAST LINE OF SECTION #19 AND IN SAID "BALDY" BOUNDARY AND THE WEST BOUNDARY OF THE PROPERTY OF THOMAS and STACI FOX OF OFFICIAL RECORD BOOK 475, PAGE 1210, TO AN "EXISTING IRON PIN* AND THE "PLACE OF. BEGINNING" OF THIS, SUBJECT, "51.66 ACRES PARCEL", PASSING AN IRON PIN SET AT 35.00 FEET AND PASSING EXISTING IRON PINS AT 404.86 FEET, 472.86 FEET,: 1092.03 FEET AND 1226.10 FEET.

THIS PARCEL AS DESCRIBED CONTAINS 51.66 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL HIGHWAYS, ALL RESTRICTIONS AND ALL EASEMENTS OF RECORD. THE BEARINGS IN THE ABOVE DESCRIBED PARCEL ARE BASED ON THE WEST LINE OF SECTION #19 AS BEING N 4° 20' 48" E ie. ALL BEARINGS DESCRIBED HEREIN ARE TO AN ASSUMED MERIDIAN AND ARE USED TO DENOTE ANGLES ONLY.:

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ALLIRON PINS SET ARE 5/8 INCH BY 30 INCH STEEL ROD WITH PLASTIC IDENTIFICATION CAPS MARKED "KNISLEY 7231". SEE THE PLAT ATTACHED.

THE RIGHT OF WAY WIDTH OF "CQUNTY ROAD #7" IS ASSUMED TO BE.60 FEET. THE RIGHT OF WAY WIDTH OF "TQWNSEIP ROAD #128" IS ASSUMED TO BE 40 FEET.