



**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.

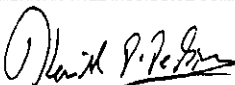
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**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 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.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 

Kenneth D. DeGiorgio, President

By: 

Lisa W. Cornehl, Secretary

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## 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.

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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 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.

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**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>.

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

Issuing Agent: M&A Title Agency, LLC  
Issuing Office: 6174 Commerce Drive, Suite B, Mount Gilead, OH 43338  
Issuing Office's ALTA® Registry ID:  
Loan ID No.:  
Commitment No.: 24-MA-113-1  
Issuing Office File No.: 24-MA-113  
Property Address: 2187 County Road 137, Cardington, OH 43315

**SCHEDULE A**

1. Commitment Date: July 19, 2024 at 07:00 AM
2. Policy to be issued:
  - a. ALTA Owners Policy (06/17/06)  
Proposed Insured: TBD  
Proposed Amount of Insurance: \$1,000.00  
The estate or interest to be insured: Fee Simple
  - b. ALTA Loan Policy (06/17/06)  
Proposed Insured: , its successors and/or assigns as their respective interests may appear.  
Proposed Amount of Insurance: \$0.00  
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:  
  
Undivided one-half interest: **Carolyn S. Baughman** Undivided one-half interest: **Kip Y. Randal, at the time of his death, and Patricia K. Randal**, husband and wife, for their joint lives, remainder to the survivor of them
5. The Land is described as follows:  
  
See Attached Exhibit A

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**SCHEDULE A**  
(Continued)



Matthew Griffith

M&A Title Agency, LLC

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## 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.
  - a. Warranty Deed from Carolyn S. Baughman, a married woman and Gary Baughman, her spouse, and Patricia K. Randal, unmarried, to TBD.
  - b. Mortgage from TBD to , securing the principal amount of \$0.00.
5. Payment of all taxes and/or assessments levied against the Land which are due and payable.
6. Ohio law, effective October 3, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at O.R.C. §5301.256. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.
7. The land described in Schedule A appears on the Agricultural Land Tax List (Current Agricultural Use Valuation). The Company does not insure against loss or damage, nor attorneys fees or costs, for any lien which may arise pursuant to RC 5713.01, et. seq.
8. Affidavit to be prepared and filed with original death certificate pertaining to Kip Y. Randal
9. The Proposed Insured and Policy Amount must be disclosed to the Company, and are subject to approval of the Company. Until the amount of the policy to be issued and proposed insured shall be determined, and entered as aforesaid, this Commitment shall not be binding to any proposed insured.

## 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:

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## SCHEDULE B

(Continued)

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.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Parcel No. C07-001-00-272-00 (147 acres): Taxes are paid current through the second half of 2023. Taxes for the first half of 2024 and thereafter are a lien. The half tax is \$1,596.15 based upon a land valuation of \$263,450.00 and a building valuation of \$0. CAUV amount is \$83,650.00.
10. Easement from Arthur Sellars and Roma Sellars to Marion-Reserve Power Company dated June 15, 1937 and filed for record March 1, 1938 in Deed Volume 88, Page 457 of the Morrow County Records.
11. Right of Way from Arthur Sellars and Roma Sellars, to The Ohio Fuel Gas Company dated March 23, 1948 and filed for record May 13, 1948 at 11:47 o'clock a.m. in Deed Volume 97, Page 405 of the Morrow County Records.
12. Agreement (oil and gas lease) for a primary term of five years from Roma Sellers, widow; Lucile Heacock and Ian W. Heacock, her husband, to United Producing Company, Inc., dated June 14, 1961 and filed for record June 16, 1961 at 3:08 o'clock p.m. in Lease Volume 8, Page 415 of the Morrow County Records and any subsequent instruments pertinent thereto.
13. Right of Way from Roma S. Sellars, widow, to Ashland Oil & Refining Company, dated May 5, 1964 and filed for record May 26, 1964 at 1:40 o'clock p.m. in Deed Volume 160, Page 198 of the Morrow County Records.

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## **SCHEDULE B**

(Continued)

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. Additional requirements may be made as additional information is provided to the Company, including proposed insured, legal description and insured amount, and said information may cause the Company to add matters to be excepted in Schedule BII.
16. Engineer's stamp notes recommends new survey for Parcel 1 at Official Record Volume 1025, Page 327.

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## 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.
  - a. Warranty Deed from Carolyn S. Baughman, a married woman and Gary Baughman, her spouse, and Patricia K. Randal, unmarried, to TBD.
  - b. Mortgage from TBD to , securing the principal amount of \$0.00.
5. Payment of all taxes and/or assessments levied against the Land which are due and payable.
6. Ohio law, effective October 3, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at O.R.C. §5301.256. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.
7. The land described in Schedule A appears on the Agricultural Land Tax List (Current Agricultural Use Valuation). The Company does not insure against loss or damage, nor attorneys fees or costs, for any lien which may arise pursuant to RC 5713.01, et. seq.
8. Affidavit to be prepared and filed with original death certificate pertaining to Kip Y. Randal
9. The Proposed Insured and Policy Amount must be disclosed to the Company, and are subject to approval of the Company. Until the amount of the policy to be issued and proposed insured shall be determined, and entered as aforesaid, this Commitment shall not be binding to any proposed insured.

## 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:

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## SCHEDULE B

(Continued)

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.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Parcel No. C07-001-00-272-00 (147 acres): Taxes are paid current through the second half of 2023. Taxes for the first half of 2024 and thereafter are a lien. The half tax is \$1,596.15 based upon a land valuation of \$263,450.00 and a building valuation of \$0. CAUV amount is \$83,650.00.
10. Easement from Arthur Sellars and Roma Sellars to Marion-Reserve Power Company dated June 15, 1937 and filed for record March 1, 1938 in Deed Volume 88, Page 457 of the Morrow County Records.
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13. Right of Way from Roma S. Sellars, widow, to Ashland Oil & Refining Company, dated May 5, 1964 and filed for record May 26, 1964 at 1:40 o'clock p.m. in Deed Volume 160, Page 198 of the Morrow County Records.

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## SCHEDULE B

(Continued)

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. Additional requirements may be made as additional information is provided to the Company, including proposed insured, legal description and insured amount, and said information may cause the Company to add matters to be excepted in Schedule BII.
16. Engineer's stamp notes recommends new survey for Parcel 1 at Official Record Volume 1025, Page 327.

### **24 MONTH CHAIN OF TITLE:**

Quit Claim Deed from Kelly I. Overly, a divorced and single woman, to Erik B. Overly, dated July 31, 2017 and filed for record August 1, 2017 at 9:29:11 AM in Official Records Volume 900, Page 365 of the Morrow County Records.

General Warranty Deed from Bradley R. Kimmey, unmarried, and Tracey A. Jeanot, joined by her husband, Greg Jeanot, to Erik B. Overly and Kelly L. Overly, dated May 10, 2012 and filed for record May 14, 2012 at 3:33 o'clock p.m. in Official Records Volume 766, Page 536 of the Morrow County Records.

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EXHIBIT A

24-MA-113

**TRACT NO. 1:**

Situated in the County of Morrow, in the State of Ohio, and in the Township of Cardington, and bounded and described as follows:

Being the South West Quarter of Section Nine (9), Township Six (6), Range Seventeen (17), except two (2) acres out of the south-west corner of said quarter, now owned by H.M. Betts, and containing in the premises herein conveyed One Hundred and Fifty-eight (158) acres, be the same, more or less.

**THE ABOVE TWO (2) ACRE EXCEPTION MORE FULLY DESCRIBED AS FOLLOWS:**

Being the southwest corner of the southwest quarter of Section 9 Township 6 and Range 17, described as follows:

Commencing in the center of the road leading from Cardington to Bethel at the cross roads at the southwest corner of said quarter section; thence north along the center of the road to the creek to the water's edge on the south bank of said creek; thence in a northeasterly direction up the meandering of said creek along the south water's edge thereof to a point on said south bank at such a distance that a line drawn therefrom south parallel with the west line to the center of an east and west road will make two acres of land, thence running south from said point to the center of said east and west road; thence west along the center of said west road to the place of beginning. **Containing after said exceptions 158.00 acres, more or less.**

**EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL PROPERTY:**

Being part of the Southwest Quarter of Section 9, Township 16 South, Range 17 East, and being part of an original 158.00 acre tract of land, now or formerly owned by the Estate of Lucille Heacock and Ronald D. Cramer, Trustee of the Ivan W. Heacock Trust, O.R. 827, Page 211, Cardington Township, Morrow County, State of Ohio, and being more particularly described as follows:

Beginning at a survey (MAG) spike set over a survey nail found at the Southeast corner of the Southwest Quarter of Section 9, and said point being on the centerline of County Road 137;

Thence along the said centerline and the South Line of Section 9, North 89 degrees 21 minutes 21 seconds West for a distance of 694.00 feet to a survey nail set;

Thence North 0 degrees 08 minutes 43 seconds West for a distance of 781.44 feet to an iron pin set (passing over an iron pin set at a distance of 30.00 feet); Thence South 89 degrees 21 minutes 21 seconds East for a distance of 421.00 feet to an iron pin set; Thence South 1 degree 05 minutes 44 seconds West for a distance of 232.31 feet to an iron pin set; Thence South 86 degrees 07 minutes 07 seconds East for a distance of 290.26 feet to an iron pin set on the North-South Half Section Line of Section 9 and Grantor's East Line; Thence along said Half Section Line and Grantor's East Line South 1 degrees 05 minutes 44 seconds West for a distance of 532.69 feet to a survey (MAG) spike set on the centerline of County Road 137 and the Place of Beginning (passing over a 12 inch square concrete post found at a distance of 511.87 feet).

**Containing 11.000 acres, more or less**, and subject to legal highways, easements, restrictions and agreements of record. This description prepared from a survey performed by William F. Stillions, Registered Professional Surveyor 8420, and dated March 13, 2015. All 5/8 inch diameter iron pins set have a plastic identity cap with the inscription "Fox Surveying Co."

Prior Deed, O.R. 827, Page 211

Basis of bearings, VRS State Plane Coors. (North Zone), Centerline of County Road 137 and South Line of Section 9, North 89 degrees 21 minutes 21 seconds West.

**LEAVING AFTER SAID EXCEPTIONS 147.00 acres, more or less.**

Address of Property: 2187 County Road 137, Cardington, Ohio  
Permanent Parcel No. C07-001-00-272-00



## Privacy Notice

**Effective:** October 1, 2019

**Notice Last Updated:** January 1, 2021

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

**What Type Of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

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

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Share Your Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.



### **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097.

**Right of Deletion.** You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097.

**Verification Process.** For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale.** We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection.** To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

**Notice of Sale.** We have not sold the **personal information** of California residents in the past 12 months.

**Notice of Disclosure.** To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.



*First American  
Title Insurance Company*



*Ohio Bar Title Insurance Company*

*A First American Company*

**NOTICE OF DEDUCTIBLES AND MAXIMUM DOLLAR LIMITS OF LIABILITY  
FOR THE ALTA HOMEOWNER'S POLICY**

(ALSO KNOWN AS "EAGLE OWNER'S POLICY" OR "OPTIMUM OWNER'S POLICY")

The type of owner's policy referenced in this Commitment contains the following deductibles and limits of liabilities:

- Covered Risk 16 (Subdivision Law Violations) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$10,000.
- Covered Risk 18 (Building Permits) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.
- Covered Risk 19 (Zoning) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$25,000.
- Covered Risk 21 (Encroachment of Boundary Walls or Fences) has a deductible of 1% of the Policy Amount or \$2500 whichever is lesser, and a Maximum Dollar Limit of Liability of \$5,000.