



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 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 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.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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Form 50202839 (3-13-23)





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; and
- 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: **Centennial Title Agency, LLC**Issuing Office: **Centennial Title Agency, LLC**Issuing Office's ALTA® Registry ID: **4042445**

Loan ID Number:

Commitment Number: **7105**Issuing Office File Number: **7105**

Property Address: , ,

SCHEDULE A

1. Commitment Date: **September 9, 2024**
2. Policy to be issued:
 - a. 2021 ALTA® Owners Policy
Proposed Insured:
Proposed Amount of Insurance: \$
 - b. 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance: \$
3. The Title is, at the Commitment Date, vested in: **Nicholas J. Wander and Samantha E. Kline, as trustees of the Waner Family Irrevocable Trust, as trustee**
4. The estate or interest in the Land described or referred to in this Commitment is *Fee Simple*.
5. The Land is described as follows:
Situating in the Township of Green, County of Ashland and State of Ohio: Being a portion of a parcel of land conveyed to Douglas A. and Sandra K. Stitzlein by deed recorded in Volume 580, Page 938 of the Ashland County Record of Deeds and known as being a part of the north half of Section 4, T-20, R-16-W and being more fully described as Section 4; thence North 01 deg. 31' 08" East along the west lie of said quarter section, a distance of 1221.00 feet to an iron pin set at the southwest corner of a parcel of land conveyed to Robert C. Baker by deed recorded in Volume 350, Page 230 of Ashland County Record of Deeds: Thence South 87 deg. 52' 54" East, along the south line of said Baker parcel a distance of 3033.39 feet to a point in the center of County Road 775, said point being referenced by an iron pin set North West a distance of 50.00 feet; thence South 12 deg. 48' 14" East, along the center of County Road 775, a distance of 398.84 feet to a railroad spike set; thence South 00 deg. 48' 04" West, along the center of County Road 775, a distance of 470.93 feet to an iron pin found at the northeast corner of a parcel of land conveyed to Robert L. and Carol J. Charley by deed recorded in Official Records Volume 0094, Page 0152; thence North 86 deg. 48' 47" West along the north line of said Charley parcel, a distance of 266.32 feet to an iron pin found; thence South 76 deg. 54' 15" West, along north line of said Charley parcel, a distance of 184.79 feet to an iron pin found; thence North 88 deg. 34' 23" West, along the north line of said Charley parcel, a distance of 181.99 feet to an iron pin found; thence South 01 deg. 24' 34" West along the west line of said Charley parcel, a distance of 319.03 feet to an iron pin found on the south line of the northwest quarter of section 4; thence North 87 deg. 52' 54" West, along the south line of said quarter section, a distance of 2511.54 feet to the place of beginning. The tract of land as surveyed contains 82.435 acres of land subject to all legal highways and easements of record.

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Said acreage includes 73.852 acres in Tax Map Parcel D of the northeast quarter of Section 4 and 8.583 acres in Tax Map Parcel B of the northeast quarter of Section 4; All iron pins set are 5/8 inch rebar, 30 inches long with cap stamped "Laughery-P.S. 6111, from notes of a filed survey performed in February, 1999.

SAVE AND EXCEPT:

Situated in the Township of Green County of Ashland and State of Ohio; Being a portion of a parcel of land conveyed to Jeffrey J. and Carol A. Wander by deed recorded in Official Records Volume 0127, Page 0693 and known as being a part of the North half of Section 4, T-20N, R-16-W, and being more fully described as follows: Beginning for reference at an iron pin found at the center of Section 4; thence South 88 deg. 04' 03" East, along the South line of the Northeast Quarter a distance of 456.50 feet to a railroad spike in the center of County Road 775, said spike being referenced by an iron [pin found North 88 deg. 04' 03" West a distance of 30.00 feet; thence North 00 deg. 48' 04" East, along the center of County Road 775, a distance of 524.44 feet to a point, said point being referenced by an iron pin set North 89 deg. 11' 56" West a distance of 30.00 feet, said point also being the true place of beginning for the parcel herein to be conveyed; thence North 89 deg. 11' 56" West a distance of 625.40 feet to an iron pin set; thence North 01 deg. 24' 34" East a distance of 156.36 feet to an iron pin set; thence South 89 deg. 11' 56" East, a distance of 623.74 feet to a point in the center of County Road 775, said point being referenced by an iron pin set North 89 deg. 11' 56" West a distance of 30.00 feet; thence South 00 deg. 48' 04" West, along the center of County Road 775, a distance of 156.35 feet to the true place of beginning. The tract of land as surveyed contains 2.242 acres of land subject to all legal highways and easements of record. Said acreage includes 0.611 acres in Tax Map Parcel D of the Northwest Quarter Section 4 and 1.631 acres in Tax Map Parcel B of the Northeast Quarter Section 4. All iron pins set are 5/8 inch rebar, 30 inches long with cap stamped "Laughery-P.S. 6111". The above description was prepared by Ronald L. Laughery, Registered Surveyor No. 6111 from notes of a field survey performed in May, 1999.

SAVE AND ACCEPT:

Situated in the Township of Green, County of Ashland and State of Ohio: Being a portion of a parcel of land conveyed to Jeffrey J. and Carol A. Wander by deed recorded in Official Records Volume 0127, Page 0693 and known as being part of the north half of Section 4, Township 2--North, Range 16--West and being more fully described as follows: Beginning for reference at an iron pin found at the center of Section 4; thence South 88 deg. 04' 03" East, along the south line of the northeast quarter of Section 4, a distance of 30.00 feet; thence North 00 deg. 48' 04" East, along the center of County Road 775, a distance of 834.28 feet to a railroad spike found; thence North 12 deg. 48' 14" West, along the center of County Road 775, a distance of 243.13 feet to a point, said point being referenced by an iron pin set South 87 deg. 03' 18" West a distance of 30.45 feet, said point also being the true place of beginning for the parcel herein to be conveyed; thence South 87 deg. 03' 18" West a distance of 376.77 feet to an iron pin set; Thence South 78 deg. 09' 41" West a distance of 376.77 feet to an iron pin set; Thence South 78 deg. 09' 41" West a distance of 1021.01 feet to an iron pin set; Thence North 02 deg. 07' 06" East a distance of 300.00 feet to an iron pin set on the south line of a parcel of land conveyed to Robert C. Baker, et al by deed recorded in Volume 350, Page 230 of Ashland County Record of Deeds; thence South 87 deg. 52' 54" East, along the south line of said Baker parcel, a distance of 1824.13 feet to a point in the center of County Road 775, said point being referenced by an iron pin found-North 87 deg. 52' 54" West a distance of 50.00 feet; thence South 12 deg. 48' 14" East, along the center of County

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Road 775, a distance of 155.71 feet to the true place of beginning. The tract of land as surveyed contains 11.000 acres of land and subject to all legal highways and easements of record. Said acreage includes 9.537 acres in current Tax Map Parcel D in the northwest quarter of Section 4 and 1.463 acres in current Tax Map Parcel B in the northeast quarter of Section 4. All iron pin set are 5/8 inch rebar, 30 inches long with cap stamped "Laughery, Registered Surveyor No. 6111, from notes of a field survey performed January 2002.

First American Title Insurance Company

By: _____
Authorized Signatory

Issuing Agent: Centennial Title Agency, LLC
Agent ID No.: 4042445
Address: 331 East Washington Street
City, State, Zip: Medina, OH, 44256
Telephone: (330) 723-6492

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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.
5. 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.

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. 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.

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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.
1. Taxes for the First Half Year 2023 in the amount of \$1489.80 per half year after credit for reduction factor are PAID. Taxes for the Second Half Year 2023 ARE PAID . Taxes for the year 2024 are a lien although not yet due or determinable. PARCEL #B05-004-0-0004-00. ****TAXES ARE CURRENTLY UNDER THE CAUV PROGRAM. *** TAXES ALSO INCLUDE SPECIAL ASSESSMENT C980000000-MWCD \$1.00.**
2. FOR INFORMATIONAL PURPOSES, A PLAT OF SURVEY WAS FILED IN CONJUNCTION WITH DEED VOLUME 580, PAGE 938 OF THE ASHLAND COUNTY RECORDER.
- 3.
4. Restrictions and any other terms, covenants and conditions disclosed by instrument in Volume , Page and any subsequent instruments pertinent thereto, but deleting therefrom, any covenant, condition or restriction indicating a preference limitation 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)
5. Notwithstanding reference to acreage or square footage in the description set forth in schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.
6. EASEMENT VOLUME 387, PAGE 141 TO NORTHERN OHIO TELEPHONE COMPANY, AN OHIO CORPORATION RECORDED NOVEMBER 16, 1973 IN ASHLAND COUNTY RECORDS.
7. EASEMENT/RIGHT OF WAY VOLUME 287, PAGE 853 TO FIRELAND ELECTRIC COOPERATIVE, INC. RECORDED SEPTEMBER 17, 2002 IN ASHLAND COUNTY OFFICIAL RECORDS.
8. DRIVEWAY EASEMENT VOLUME OR866, PAGE 654 TO KENT BOYER RECORDED MAY 31, 2016 IN ASHLAND COUNTY OFFICIAL RECORDS.
9. AGREEMENT VOLUME 970, PAGE 86 BY AND BETWEEN NICHOLAS J. WANDER, ETAL AND COLUMBIA GAS TRANSMISSION, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED MARCH 1, 2021 IN ASHLAND COUNTY OFFICIAL RECORDS.
10. INGRESS AND EGRESS EASEMENT VOLUME 993, PAGE 5225 TO MARK E. WANDER RECORDED SEPTEMBER 12, 2024 IN ASHLAND COUNTY OFFICIAL RECORDS.

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11. DRIVE EASEMENT VOLUME 993, PAGE 5229 TO NICHOLAS J. WANDER AND SAMANTHA E. KLINE, TRUSTEE OF THE WANDER FAMILY IRREVOCABLE TRUST DATED DECEMBER 9, 2019 RECORDED SEPTEMBER 12, 2024 IN ASHLAND COUNTY OFFICIAL RECORDS.
12. OIL AND GAS LEASE VOLUME 40, PAGE 160 TO THE OHIO FUEL GAS SUPPLY COMPANY RECORDED APRIL 27, 1950 IN ASHLAND COUNTY RECORDS.
13. RIGHT OF WAY VOLUME 39, PAGE 534 TO THE OHIO FUEL GAS COMPANY RECORDED JUNE 19, 1951 IN ASHLAND COUNTY RECORDS.
14. FOR INFORMATIONAL PURPOSES ONLY: CERTIFICATE OF TRUST FOR THE WANDER FAMILY IRREVOCABLE TRUST EXECUTED BY JEFFREY J. WANDER AND CAROL A. WANDER AND THE TRUSTEES NAMED ARE NICHOLAS J. WANDER AND SAMANTHA E. KLINE; AGREEMENT WAS FILED DECEMBER 20, 2019 AS VOLUME OR961, PAGE 2800 IN ASHLAND COUNTY OFFICIAL RECORDS
15. CHAIN OF TITLE: For informational purposes only: The owner Acquired title by QUIT CLAIM deed filed for record DECEMBER 20, 2019 as VOLUME OR961, PAGE 2799 IN ASHLAND COUNTY OFFICIAL RECORDS.

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