



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

Issuer: First American Title Insurance Company  
Issuing Office: 13-B East Main Street, Norwalk, OH 44857  
Issuing Office's ALTA® Registry ID:  
Commitment Number: 2819521NE  
Issuing Office File Number: 2819521NE  
Property Address: 1581 Twp Rd 126, SR 250, Greenwich, OH 44837  
Revision Number:

**SCHEDULE A**

1. Commitment Date: May 05, 2025 at 8:00 a.m.
2. Policy to be issued:
  - a. 2021 ALTA Policy - form(s) To Be Determined  
Proposed Insured: To Be Determined  
Proposed Amount of Insurance: \$1.00  
The estate or interest to be insured: See Item 3 below
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:  
  
Dairy Land, LLC, an Ohio limited liability company, (as to Parcels 1 and 2); Dairy Land LLC, (as to Parcels 3, 4 and 5)
5. The Land is described as follows:  
  
See Exhibit A attached hereto and made a part hereof

**First American Title Insurance Company**

By:

**Authorized Signatory**

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Commitment No. 2819521NE

### 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 Dairy Land, LLC, an Ohio limited liability company, (as to Parcels 1 and 2); Dairy Land LLC, (as to Parcels 3, 4 and 5) to TBD.
5. Payment, cancellation and satisfaction of a Open-End Mortgage securing an original indebtedness in the amount of \$1,044,500.00, recorded April 29, 2024 in Official Record Volume 991, Page 1051.

Dated: April 23, 2024  
Mortgagor: Dairy Land LLC, an Ohio Limited Liability Company  
Mortgagee: Farm Credit Mid-America, FLCA
6. Owners Affidavit from Dairy Land, LLC, an Ohio limited liability company, (as to Parcels 1 and 2); Dairy Land LLC, (as to Parcels 3, 4 and 5) in a form approved by First American Title Insurance Company.
7. Pay all taxes, charges, assessments, levied and assessed against the Land which are due and payable.
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and material men are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
9. Engineer's Approval: If the insured legal description is a metes and bounds legal, it must be approved by the Ashland County Engineer's Office and attached to the instrument of conveyance prior to recording.

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NOTE: FAILURE TO ATTACH THE COUNTY-APPROVED LEGAL DESCRIPTION TO THE INSTRUMENT OF CONVEYANCE MAY CREATE A SUBSTANTIAL DELAY IN RECORDING.

10. Submit to the Company the Operating Agreement, including any amendments thereto, of Dairy Land LLC, and the Certificate from the appropriate offices in its state of domicile evidencing proper filing of the Articles of Organization.
11. Submit to the Company a Resolution by the Board of Directors or Shareholders of Dairy Land LLC, authorizing the sale and directing the proper officers to execute the Deed on behalf of the Corporation.
12. Provide to this company evidence of survey showing no encroachments affecting the premises in question, otherwise, the policies issued herewith will contain an exception as to matters of survey.
13. 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.
14. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to the approval of the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this commitment, and every person relying on this commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00 and the total liability of the Company on account of the commitment shall not exceed said amount.

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Commitment No. 2819521NE

### **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.
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.

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9. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the Land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the Land by the State, County, Municipality, Township, or other taxing authority.
10. 2024 Tax Duplicate for Parcel Number L36-018-0-0003-05, (as to Parcel 1);
- The first half tax in the amount of **\$19.92**, including current assessments, if any, is **PAID**.
- The second half tax in the amount of **\$19.92**, including current assessments, if any, is **UNPAID**.
- Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **\$19.92**.
- Assessed Values:  
Land: \$1,160 Building: \$0 Total: \$1,160
- Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the Land.
11. Uncertified special tax assessments.
12. **This premises is subject to Current Agricultural Use Valuation Recoupment.**
13. 2024 Tax Duplicate for Parcel Number L36-018-0-0003-03, (as to Parcel 2);
- The first half tax in the amount of **\$21.98**, including current assessments, if any, is **PAID**.
- The second half tax in the amount of **\$21.98**, including current assessments, if any, is **UNPAID**.
- Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **\$21.98**.
- Assessed Values:  
Land: \$1,280 Building: \$0 Total: \$1,280
- Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the Land.
14. Uncertified special tax assessments.
15. **This premises is subject to Current Agricultural Use Valuation Recoupment.**

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16. 2024 Tax Duplicate for Parcel Number L36-018-0-0004-02, (as to Parcel 3);

The first half tax in the amount of **\$80.55**, including current assessments, if any, is **PAID**.

The second half tax in the amount of **\$80.55**, including current assessments, if any, is **UNPAID**.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **\$80.55**.

Assessed Values:

Land: \$4,690 Building: \$0 Total: \$4,690

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the Land.

17. Uncertified special tax assessments.

18. **This premises is subject to Current Agricultural Use Valuation Recoupment.**

19. 2024 Tax Duplicate for Parcel Number L36-018-0-0004-04, (as to Parcel 4);

The first half tax in the amount of **\$81.58**, including current assessments, if any, is **PAID**.

The second half tax in the amount of **\$81.58**, including current assessments, if any, is **UNPAID**.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **\$81.58**.

Assessed Values:

Land: \$4,750 Building: \$0 Total: \$4,750

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the Land.

20. Uncertified special tax assessments.

21. **This premises is subject to Current Agricultural Use Valuation Recoupment.**

22. 2024 Tax Duplicate for Parcel Number L36-018-0-0003-00, (as to Parcel 5);

The first half tax in the amount of **\$52.56**, including current assessments, if any, is **PAID**.

The second half tax in the amount of **\$52.56**, including current assessments, if any, is **UNPAID**.

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Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **\$52.56**.

Assessed Values:

Land: \$3,060 Building: \$0 Total: \$3,060

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the Land.

23. Uncertified special tax assessments.

24. **This premises is subject to Current Agricultural Use Valuation Recoupment.**

25. 2024 Tax Duplicate for Parcel Number L36-018-0-0003-01, (as to Parcel 6);

The first half tax in the amount of **\$519.86**, including current assessments, if any, is **PAID**.

The second half tax in the amount of **\$519.86**, including current assessments, if any, is **UNPAID**.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **\$519.86**.

Assessed Values:

Land: \$30,270 Building: \$0 Total: \$30,270

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the Land.

26. Uncertified special tax assessments.

27. **This premises is subject to Current Agricultural Use Valuation Recoupment.**

28. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. 499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. 181, et seq.) or under similar state laws.

29. Highway Purposes Easement disclosed by instrument recorded in Volume 186, Page 464 on March 27, 1937. (as to Parcel L36-018-0-0003-00)

30. Right of way easement in favor of Eastern Farm Bureau Rural Electric Coop., Inc., recorded in Volume 190, Page 269 on April 22, 1939. Subject to the terms and conditions thereof. (as to Parcel L36-018-0-0003-00)

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31. Right of way (Huron County) easement in favor of Firelands Electric Coop., Inc., recorded in Volume 226, Page 218 on June 6, 1956. Subject to the terms and conditions thereof.
32. Right of way easement in favor of Firelands Electric Coop., Inc., recorded in Volume 292, Page 32 on August 8, 1963. Subject to the terms and conditions thereof. (as to Parcel L36-018-0-0003-00)
33. Oil and Gas Lease recorded in Volume 55, Page 89 on October 20, 1964 and any subsequent instruments pertinent thereto. (as to Parcel L36-018-0-0003-00)
34. Oil and Gas Lease recorded in Volume 62, Page 107 on August 11, 1971 and any subsequent instruments pertinent thereto. (as to Parcel L36-018-0-0003-00)
35. Highway Purposes Easement disclosed by instrument recorded in Volume 532, Page 70 on December 13, 1983. (as to Parcel L36-018-0-0003-00)
36. Oil and Gas Lease recorded in Volume 71, Page 606 on November 23, 1984 and any subsequent instruments pertinent thereto. (as to Parcel L36-018-0-0003-00)
37. Right of way easement in favor of Rural Lorain County Water Authority, recorded in Volume 564, Page 307 on August 9, 1990. Subject to the terms and conditions thereof. (as to Parcel L36-018-0-0003-00)
38. Right of way easement in favor of Rural Lorain County Water Authority, recorded in Volume 16, Page 249 on November 13, 1995. Subject to the terms and conditions thereof. (as to Parcel L36-018-0-0003-00)
39. Rights and interests of any railroad companies, or their successors or assign, in connection with any railroad tracks or right of way located on, over, across, or along the Land due to condemnation, license, deed, possession or otherwise.
40. Notwithstanding the 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.
41. Rights of the public in and to that portion of the land lying within Twp Rd 126 and Twp Rd 1601.

**The following 24 month chain of title is being shown per customer request and is for informational purposes only:**

- a. **Dairy Land, LLC, an Ohio limited liability company acquired title by Warranty Deed recorded in Official Record Book 827, Page 938 filed on May 21, 2015. (as to Parcel 1)**

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- b. **Dairy Land, LLC, an Ohio Limited Liability Company acquired title by Warranty Deed recorded in Official Record Book 815, Page 167 filed on December 23, 2014. (as to Parcel 2)**
- c. **Dairy Land LLC acquired title by Warranty Deed recorded in Official Record Book 674, Page 760 filed on February 22, 2011. (as to Parcel 3)**
- d. **Dairy Land LLC acquired title by Warranty Deed recorded in Official Record Book 674, Page 757 filed on February 22, 2011. (as to Parcel 4)**
- e. **Dairy Land, LLC acquired title by Deed of Fiduciary recorded in Official Record Book 640, Page 628 filed on March 4, 2010. (as to Parcels 5 and 6)**

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## EXHIBIT A

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

Parcel 1:

SITUATED in Great Lot 4 of Section 3, Township 1 North, Range 20 West, Ruggles Township, Ashland County, Ohio and being part of a record 5.719 Acre Parcel known as Parcel "A-1-1" on the Ruggles Township Section 3, Lot 4 Tax Map records and conveyed to Eli M. Martin, Trustee of the Eli M. Martin Living Trust by Official Record Volume 0643, Page 0176 of the Ashland County Deed records and more fully described as follows:

COMMENCING for reference at a 9/16 inch iron hex bar with a yellow plastic cap marked "RILEY + 6925" found on the Ashland and Huron County Line at the intersection of Township Road 1601 and Township Road 126 at the Northwest corner of Great Lot 4 of Section 3 and the Northwest corner of a record 47.281 Acre Parcel known as Parcel "A-1" on the Ruggles Township Section 3, Lot 4 Tax Map records and conveyed to Dairy Land, LLC by Official Record Volume 0640, Page 0628 of the Ashland County Deed records;

THENCE North 89 degrees 56 minutes 11 seconds East along Northerly line of the of Great Lot 4 and said Parcel "A1" and the Northerly line of a record 2.0000 Acre Parcel known as Parcel "A-1-2" on the Ruggles Township Section 3, Lot 4 Tax Map records and conveyed to Dairy Land, LLC by Official Record Volume 0815, Page 0167 of the Ashland County Deed records and with Township Road 126 for a distance of 1,174.53 feet to a point at the Northwest corner of said Parcel "A-1-1" and the Northeast corner of said Parcel "A-1-2", said point is witnessed by a 5/8 inch rebar found near the center of pavement of Township Road 126 at a bearing of North 00 degrees 45 minutes 51 seconds West and a distance of 2.11 feet;

THENCE South 00 degrees 45 minutes 51 seconds East along Westerly line of the of said Parcel "A-1-1" and the Easterly line of said Parcel "A-1-2" and an Easterly line of said Parcel "A-1" for a distance of 694.48 feet to a 5/8 inch rebar found at a corner of said Parcel "A-1-1" and a Southeast corner of said Parcel "A-1" and THE TRUE PLACE OF BEGINNING for the Parcel herein described;

1. THENCE South 01 degrees 08 minutes 11 seconds East passing through said Parcel "A-1-1" for a distance of 124.95 feet to a 5/8 inch rebar with a yellow plastic cap marked "KENYON+6891" set at a deflection corner on the Southerly line of said Parcel "A-1-1" and a Northerly line of said Parcel "A-1", said rebar set is witnessed by a 5/8 inch rebar found at the Southeast corner of said Parcel "A-1-1" and a Northeast corner of said Parcel "A-1" at a bearing of North 62 degrees 30 minutes 57 seconds East a record distance of 301.48 feet;

2. THENCE South 66 degrees 59 minutes 19 seconds West along the Southerly line of said Parcel "A-1-1" and a Northerly line of said Parcel "A-1" for a record distance of 253.76 feet to a 5/8 inch rebar with a yellow plastic cap marked "KENYON+6891" set at the Southwest corner of said Parcel "A-1-1" and a corner of said Parcel "A-1";

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3. THENCE North 50 degrees 18 minutes 59 seconds West along the Westerly line of said Parcel "A-1-1" and an Easterly line of said Parcel "A-1" for a record distance of 119.02 feet to a 5/8 inch rebar with a yellow plastic cap marked "KENYON+6891" set at a deflection corner on the Westerly line of said Parcel "A-1-1" and an Easterly line of said Parcel "A-1";

4. THENCE North 18 degrees 54 minutes 39 seconds East along the Westerly line of said Parcel "A-1-1" and an Easterly line of said Parcel "A-1" for a record distance of 145.33 feet to 5/8 inch rebar found bent at the Northwest corner of said Parcel "A-1-1" and a corner of said Parcel "A-1";

5. THENCE North 87 degrees 47 minutes 20 seconds East along a Northerly line of said Parcel "A-1-1" and a Southerly line of said Parcel "A-1" for a distance of 275.79 feet to a 5/8 inch rebar found and the TRUE PLACE OF BEGINNING and containing within the described bounds 1.204 ACRES, more or less, but subject to legal highways, restrictions or easements, if any, of record. This parcel does not have direct highway access and does not meet the minimum area requirements of the current Ruggles Township Zoning Resolution and cannot be transferred as a separate parcel except to an adjoining ownership.

The bearings recited herein are relative to Grid North of the Ohio State Plane Coordinate System, North Zone NAD83 (CORS96 adjustment) datum as determined by GPS measurements observed on April 1, 2010 by Kenyon Surveying and Mapping, LLC and are for the purpose of indicating directional variation.

This description was prepared by James E. Kenyon, Registered Ohio Professional Surveyor No. 6891 from the computations and field notes of a field survey completed December 27, 2014 and a Survey Plat dated January 18, 2015 and recorded as a scanned computer file in the Ashland County Engineer's Land Survey Records in the Ashland County Tax Map Office.

Parcel 2:

Situated in the Township of Ruggles, County of Ashland, and State of Ohio:

Being a portion of a 50.281 acre tract presently owned by Melvina Hamilton in the Northeast part of the West part of Great Lot 4, Section 3, Ruggles Township, Township 1, Range 20, and more particularly described as follows:

Commencing, for reference, at an iron rebar found in the Northeast corner of the Northwest part of Great Lot 4 and in the centerline of township Highway Number 126;

Thence North 86° 57' 21" West 250.00 feet in the North line of Great Lot 4 and in the centerline of the T.H. 126 to an iron rebar found and the point of beginning of the tract herein described;

Thence South 2° 44' 27" West 348.48 feet to an iron rebar set;

Thence North 86° 57' 21" West 250.00 feet to an iron rebar set;

Thence North 2° 44' 27" East 348.48 feet to an iron rebar set in the North line of Great Lot 4 and in the

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centerline of T.H. 126;

Thence South 86° 57' 21" East 250.00 feet in the North line of Great Lot 4 and in the centerline of T.H. 126 to the point of beginning.

The tract as surveyed contains 2.0000 acres of land. Description compiled from a survey made on August 16, 1991 by David J. Davies, IV, Registered Ohio Surveyor Number 6812.

Parcel 3:

Situated in the Township of Ruggles, County of Ashland, State of Ohio, and is described as follows:

Being a part of Great Lot 3 within Section 3, Township 1, Range 20, Ruggles Township, Ashland County, Ohio is more particularly described as follows:

Commencing at 9/16" iron hex bar set making the Southwest corner of Great Lot 3;

Thence S 86° 42' 01" E, along the centerline Township Road 126, for a distance of 420.00 feet to a 9/16" iron hex bar set marking the True Place of Beginning;

1) Thence N 1° 04' 21" E, parallel with the West line of Great Lot 3, for a distance of 733.60 feet to a 9/16" iron hex bar set in the South right of way line of the Baltimore and Ohio Railroad, having passed through a 9/16" iron hex bar set at 25.01 feet;

2) Thence N 74° 45' 29" E, along the South right of way line of the Baltimore and Ohio Railroad, for a distance of 396.96 feet to a 9/16" iron hex bar set in the West line of land now or formerly in the name of H. and P. Newhouse as recorded in Ashland County Deed Volume 567, Page 229;

3) Thence S 1° 21' 07" W, along the West line of Newhouse's land, for a distance of 859.77 feet to a 9/16" iron hex bar set in the centerline of Township Road 126, the same being the Southwest corner of Newhouse's land, having passed through a 1/2" iron pipe found at 24.66 feet therefrom;

4) Thence N 86° 42' 01" W, along the centerline of Township Road 126, for a distance of 377.07 feet to the place of beginning;

and containing an area of 6.9272 acres.

This description was prepared from an actual field survey by Timothy Riley, Registered Surveyor No. 6925, in February, 1998. The bearings used to determine angles are based on an assumed meridian.

Parcel 4:

Situated in the Township of Ruggles, County of Ashland, State of Ohio, and is described as follows:

Being a part of Great Lot 3 within Section 3, Township 1, Range 20, Ruggles Township, Ashland County,

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Ohio is more particularly described as follows:

Commencing at a 9/16" iron hex bar set marking the Southwest corner of Great Lot 3, the same being the true place of beginning:

1. Thence N 1° 04' 21" E, along the West line of Great Lot 3, for a distance of 594.44 feet to a 9/16" iron hex bar set marking a point in the South right of way line of the Baltimore and Ohio railroad, having passed through a 9/16" iron hex bar set at 25.02 feet;
2. Thence N 74° 45' 29" E, along the South right of way line of Baltimore and Ohio railroad, for a distance of 437.29 feet to a 9/16" iron hex bar set;
3. Thence S 1° 04' 21" W, parallel with the West line of Great Lot 3, for a distance of 733.60 feet to a 9/16" iron hex bar set in the centerline of Township Road 126, having passed through a 9/16" iron hex set 25.01 therefrom;
4. Thence N. 86° 42' 01" W, along the centerline of Township Road 126, a distance of 420.00 feet to the true place of beginning;

and containing an area of 6.3976 acres, more or less, but subject to all legal highways and easements of record. This description was prepared from an actual field survey by Timothy Riley, Registered Surveyor No. 6925, in February 1999. The bearings used to determine angles are based on an assumed meridian.

#### PARCEL NUMBER 5

Situated in the West Central part of Great Lot 4, Section 3, Ruggles Township, Township One, Range Twenty, Ashland County, Ohio, however being more fully bounded and described as follows: Beginning at the point of intersection of the middle lines of U.S. Route 250, and Townline Road #79, on along the middle line of said Townline Road #79, a distance of 1071.03 feet to a railroad spike monument;

Thence North 88° 30' East, and passing through an iron bar monument set at 15.00 feet, a distance of 813.45 feet to a point in the middle line of U.S. Route 250, having passed through an iron bar monument set 40.00 feet Westerly therefrom;

Thence North 38° 43' West along the middle line of said U.S. Route 250, a distance of 1344.92 feet to the place of beginning.

The above bounds enclose an area of 10.00 acres of land.

The above description was prepared from an actual survey of the premises by A. L. Burras, Associates, Herold Earl, Registered Surveyor #6504, North Fairfield, Ohio on June 14, 1984.

#### PARCEL NUMBER 6

Situated in the Township of Ruggles, County of Ashland, and State of Ohio: Being the West part of Lot

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No. 4, Section 3, Township 1, Range 20 and beginning at the Northwest corner of said lot and running

Thence on the County line a distance of 30.07 chains to the Southwest corner of said lot;

Thence East along the South line of said Lot 21.66 chains;

Thence North parallel with the West line of said Lot 30.11 chains to the North line of said Lot;

Thence West along the North line of said Lot, 21.66 chains to the place of beginning and containing 65 acres of land, be the same more or less.

SAVE AND EXCEPT THE FOLLOWING PARCELS:

Excepted Parcel One:

Situated in the West central part of Great Lot 4, Section 3 Ruggles Township, Township One, Range Twenty, Ashland County, Ohio, however being more fully bounded and described as follows: Beginning at the point of intersection of the middle lines of U. S. Route 250, and Townline Road #79, on the West line of Section 3, Ruggles Township, (Huron, Ashland County Line);

Thence South 1°30' East along the middle line of said Township Road #79, a distance of 1071.03 feet to a railroad spike monument;

Thence North 88° 30' East, and passing through an iron bar monument set at 15.00 feet, a distance of 813.45 feet to a point in the middle line of U.S. Route 250, having passed through an iron bar monument set 40.00 feet Westerly therefrom;

Thence North 38°43' West along the middle line of said U.S. Route 250, a distance of 1344.92 feet to the place of beginning.

The above bounds enclose an area of 10.00 acres of land.

The above description was prepared from an actual survey of the premises by A.L. Burras, Associates, Herold Earl, Registered Surveyor #6504, North Fairfield, Ohio on June 14, 1984.

Expected Parcel Two:

Situated in the Township of Ruggles, County of Ashland, and State of Ohio: Being a portion of a 50.281 acre tract presently owned by Melvina Hamilton in the Northeast part of the West part of Great Lot Number 4, Section 3, Ruggles Township, Township 1, Range 20 and more particularly described as follows:

Commencing, for reference, at an iron rebar found in the Northeast corner of the Northwest part of Great Lot 4 and in the centerline of Township Highway Number 126;

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Thence North 86° 57' 21" West 250.00 feet in the North line of Great Lot 4 and in the centerline of the T.H. 126 to an iron rebar found and the point of beginning of the tract herein described;

Thence South 2°44'27" West 348.48 feet to an iron rebar set;

Thence North 86° 57' 21" West 250.00 feet to an iron rebar set;

Thence North 2° 44' 27" East 348.48 feet to an iron rebar in the North line of Great Lot 4 and in the centerline of T.H. 126;

Thence South 86° 57' 21" East 250.00 feet in the North line of Great Lot 4 and in the centerline of T. H. 126 to the point of beginning.

The tract as surveyed contains 2.0000 acres of land. Description compiled from a survey made on August 16, 1991 by David J. Davies, IV, Registered Ohio Surveyor Number 6812.

Excepted Parcel Three:

Situated in the Township of Ruggles, County of Ashland, and State of Ohio:

Being a portion of a 55.00 acre tract presently owned by Melvin Hamilton in the Northeast part of the West part of Great Lot Number 4, Section 3, Township 1, Range 20, and more particularly described as follows:

Beginning for reference at an iron rebar set in the Northeast corner of said 55.00 acre tract, said iron rebar also being in the Northeast corner of the West part of Great Lot 4, in the centerline of Township Highway Number 126;

Thence running from the point of beginning South 18°03'23" West, 685.21 feet along the East line of the West part of Lot 4 and the East line of the 55.00 acre tract to an iron rebar set;

Thence turning and running South 66° 01' 30" West 301.48 feet to an iron rebar set in the thread of a certain creek;

Thence turning and running South 70° 29' 52" West 253.76 feet along the center of said creek to an iron rebar set;

Thence North 46°51' 29" West 119.02 feet to an iron rebar set;

Thence North 22°11' 50" East 145.33 feet to an iron rebar set;

Thence South 88° 41' 07" East 276.34 to an iron rebar set;

Thence turning and running North 02° 44' 27" East 696.77 feet to an iron rebar set in the North line of the 55.00 acre tract, the North line of the West part of Lot 4 and the centerline of Township Highway

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126;

Thence turning and running South 86°57'21" East 250.00 feet along the centerline of Township Highway 126, the North line of the aforesaid 55.00 acre tract and the North line of the West part of Lot 4 to an iron rebar and the point of beginning, and containing 5.719 acres of land, more or less.

Excepted Parcel Four:

SITUATED in Great Lot 4, Section 3, Township 1 North, Range 20 West, Ruggles Township, Ashland County, Ohio and being part of a record 10.00 Acre Parcel known as Parcel "A" on the Ruggles Township Section 3, Lot 4 Tax Map records and conveyed to Dairy Lane, LLC by Official Record Volume 0640, Page 0628 of the Ashland County Deed records and more fully described as follows:

COMMENCING for reference at a 1 inch iron pipe found in the pavement of Township Road 1601 on the Ashland and Huron County Line at the Southwest corner of Great Lot 4 of Section 3 and the Southwest corner of a record 47.281 Acre Parcel known as Parcel "A1" on the Ruggles Township Section 3, Great Lot 4 Tax Map records and conveyed to Dairy land, LLC by Official Record Volume 0640, Page 0628 of the Ashland county Deed records;

THENCE North 02° 20 minutes 24 seconds West along said county line and the Westerly line of Section 3 and Great Lot 4 and said Parcel "A1" and in part said Parcel "A" and with Township Road 1601 for a distance of 811.10 feet to a 5/8 inch rebar with a yellow plastic cap marked "KENYON + 6891" set on the centerline of Township Road 1601 and the TRUE PLACE OF BEGINNING for the Parcel herein described, said rebar is witnessed by a 5/8 inch rebar with a yellow plastic cap marked "KENYON + 6891" set at a bearing of North 87° 39 minutes 36 seconds East at a distance of 30.00' feet;

1) THENCE continuing North 02° 20 minutes 24 seconds West along said county line and the Westerly line of Section 3 and Great Lot 4 and aid Parcel "A" and with Township Road 1601 for a distance of 252.00 feet to a 2" "MAG" nail set on the centerline of a box culvert, said nail is witnessed by a brass disk found ear the Southeast corner of said box culvert marked "HCB BM No. 99" at a bearing of South 68°59 minutes 16 seconds East at a distance of 17.00 feet and also witnessed by a 2 inch "MAG" nail set near the Northeast corner of said box culvert at a bearing of North 64° 46 minutes 25 seconds East at a distance of 17.08 feet;

2) THENCE North 69° 31 minutes 25 seconds East and passing through a 5/8 inch rebar with a yellow plastic cap marked "KENYON + 6891" set on line at a distance of 30.00 feet and 261.38 for a total distance of 309.04 feet to a point on the centerline of Right of Way of United States Route 250 and on the centerline of a bridge, said Point is witnessed by a 2 inch "MAG" nail set near the Northwest corner of the headwall of said bridge at a bearing of North 79° 05 minutes 27 seconds West at a distance of 36.52 feet and said point is also witnessed by a 2 inch "MAG" nail set near the Southwest corner of the headwall of said bridge at a bearing of South 23° 32 minutes 38 seconds West at a distance of 25.69 feet;

3) THENCE South 39° 43 minutes 47 seconds East along the Easterly line of said Parcel "A" and a Westerly line of said Parcel "A1" and the Centerline of Right of Way of United States Route 250 for a

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distance of 415.32 feet to point, said point is witnessed by a 5/8 inch rebar with a yellow plastic cap marked "KENYON + 6891" set a bearing of South 50° 16 minutes 13 seconds West at a distance of 30.00 feet;

4) THENCE South 50° 16 minutes 13 seconds West for a total distance of 30.00 feet to a 5/8 inch rebar with a yellow plastic cap marked "KENYON + 6891" set on the Westerly Right of Way line of United States Route 250;

5) THENCE South 87° 39 minutes 36 seconds West and passing a 5/8 inch rebar with a yellow plastic cap marked "KENYON + 6891" set on the Easterly Right of Way line of Township Road 1601 at a distance of 497.04 feet for a total distance of 522.04 feet to a 5/8 inch rebar with a yellow plastic cap marked "KENYON + 6891" set on said county line and the Westerly line of the Section 3 and Great Lot 4 and the centerline of Township Road 1601 and the TRUE PLACE OF BEGINNING and containing within the described bounds 3.078 ACRES, more or less.

The bearings recited herein are relative to Grid North of the Ohio State Plane Coordinate System, North Zone NAD83 (CORS96 adjustment) datum as determined by GPS measurements observed on April 1, 2010 by Kenton Surveying and Mapping, LLC and are for the purposes of indicating directional variation:

This description was prepared by James E. Kenyon, Registered Ohio Professional Surveyor NO. 6891 from the computation and field notes of a field survey completed May 15, 2010 and a Survey Plat dated May 15, 2010 and recorded as a scanned computer file in the Ashland County Engineer's Land Survey Records in the Ashland County Tax Map Office.

Excepted Parcel Five:

Situated in Great Lot 4 of Section 3, Township 1 North, Range 20 West, Ruggles Township, Ashland County, Ohio and being part of a record 6.922 acre Tax Map Parcel "A" conveyed to Dairy Land, LLC by Official Record Volume 0640, Page 0628 and more fully described as follows:

Commencing for reference at a 5/8-inch rebar with yellow plastic cap stamped "RILEY 6925" found in the pavement of Township Road 1601 on the Ashland and Huron County Line at the Northwest corner of Great Lot 4 of Section 3;

Thence South 02 Degrees 30 Minutes 17 Second East along said county line and the West line of Great Lot 4 and Section 3 a distance of 440.08 feet to a point at the intersection of said county line with the centerline of U. S. Route 250, said point being referenced by a 5/8-inch rebar with yellow plastic cap stamped "KENYON 6891" found at a bearing of North 72 Degrees 11 Minutes 16 Seconds East at a distance of 42.02 feet, said intersection point is the point of beginning for the parcel herein described;

Thence South 39 Degrees 43 Minutes 47 Seconds East along the centerline of U. S. Route 250 for a distance of 484.86 feet a point, said point being referenced by a 5/8-inch rebar with yellow plastic cap stamped "KENYON 6891" found at a bearing of South 69 Degrees 31 Minutes 25 Seconds West at a distance of 47.66 feet;

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Thence South 69 Degrees 31 Minutes 25 Seconds West along the Northerly line of a record 3.078 acre Parcel "A-2" conveyed to James Hale, Diane M. Hale, and Justin A. Hale by Official Record Volume 0650, Page 0498 for a distance of 309.04 feet to a 2-inch "MAG" nail found in the pavement of Township Road 1601 on said county line and the West line of Great Lot 4 and Section 3, said nail being referenced 30.00 feet Easterly on line by a 5/8-inch rebar with yellow plastic cap stamped "KENYON 6891" found;

Thence North 02 Degrees 20 Minutes 24 Seconds West along said county line and the West line of Great Lot 4 and Section 3 for a distance of 225.02 feet to a 5/8-inch rebar with yellow plastic cap stamped "Huron County Engineer" found;

Thence North 02 Degrees 30 Minutes 17 Seconds West along said county line and the West line of Great Lot 4 and Section 3 for a distance of 256.42 feet to the point of beginning of the parcel herein described, being referenced Southerly on line by a "Survey Marker" spike found at a distance of 50.00 feet, enclosing an area of 1.622 acres, more or less. This description was prepared from a field survey by Jonathan D. Keller, P.S. No. 8590 as represented in a Survey Plat dated October 3, 2022. Parcel references correspond to the Ashland County Tax Map. Deed references correspond to the Ashland County Deed records.

The bearings relate to Grid North of the State Plane Coordinate System, Ohio North Zone, NAD 83 (2011), and were derived from GNSS observations using the ODOT RTN in October, 2022.

The property address and tax parcel identification number listed herein are provided solely for informational purposes, without warranty as to accuracy or completeness.

Property Address: 1581 Twp Rd 126, SR 250, Greenwich, OH 44837

Parcel No.: L36-018-0-0003-00 and L36-018-0-0003-01 and L36-018-0-0003-03 and L36-018-0-0003-05 and L36-018-0-0004-02 and L36-018-0-0004-04

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**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.

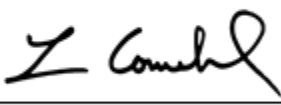
**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a 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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## 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

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- 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:
  - 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

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- 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>.

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