



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 Ohio Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within _____ 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. Comehl, 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.

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.

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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: Buckeye Title Agency
Issuing Office: 21980 West State Route 51, Genoa, Ohio 43430
Issuing Office's ALTA® Registry ID:
Commitment No.: 24FT13152
Issuing Office File No.: 24FT13152
Property Address: West State Route 579, ,
Revision No.:

SCHEDULE A

1. Commitment Date: October 28, 2024 at 07:00 AM
2. Policy to be issued:
 - a. ALTA Own. Policy (06/17/06)
Proposed Insured: to be determined
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple Absolute
3. The estate or interest in the Land at the Commitment Date is: Fee Simple Absolute
4. The Title is, at the Commitment Date, vested in: Jeffrey J. Navarre, who obtained title to the premises by instrument recorded August 7, 2007, in Ottawa County Official Records Volume 1201 at Page 40.
5. The Land is described as follows:
SEE EXHIBIT C ATTACHED HERETO

Buckeye Title Agency

By: _____
Alfred R. Corsi, Jr., Agent

Issuing Agent: Buckeye Title Agency
Agent ID No.:
Address: 21980 West State Route 51
City, State, Zip: Genoa, Ohio 43430
Telephone: (419)855-9944

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SCHEDULE B, PART I - Requirements

Commitment No.: 24FT13152
File No.: 24FT13152

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. Satisfactory release or subordination, as to the premises in question, of the following liens:

None
6. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable:

See Schedule BII for details
7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
8. Obtain from the County Engineer and Auditor approval of the legal description for transfer if the parcel or its legal description have been newly created or if the existing legal description fails to meet current standards.
9. Survey coverage for the Mortgagee's Policy will be issued without the need of a Mortgage Location Survey.

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SCHEDULE B

(Continued)

Commitment No.: 24FT13152
File No.: 24FT13152

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.
9. Easements and restrictions of record.
10. Defects, liens, encumbrances or other matters which would be disclosed by an inspection of the records of the Federal Court System.
11. 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.
12. Net taxes and assessments in the amount of \$1,128.49 per half are paid in full for tax year 2023. Taxes and assessments for 2024 and thereafter are a lien, but not yet computed, nor due or payable. Parcel No. 001-00167-25596-000

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is

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SCHEDULE B

(Continued)

Commitment No.: 24FT13152
File No.: 24FT13152

assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

We have made no examination for taxes or assessments which do not appear on the current tax duplicate.

13. HOMEOWNERS' ASSOCIATION DUES: Failure to pay any Homeowners' Association dues required by the restrictive covenants set forth herein may result in a lien on the insured premises. The Company assumes no responsibility for ascertaining the status of these charges. The purchaser/insured is cautioned to obtain the current status of these charges.
14. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
15. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
16. Easement granted to The Toledo Edison Company, an Ohio Corporation, by instrument recorded in Volume 266 at page 1146 of the Ottawa County Deed Records. See record for detail.
17. Right-of-Way Easement in favor of Buckeye Pipe Line Company, by instrument recorded in Volume 228 at Page 1003 of the Ottawa County Deed Records.
18. Assignment of Rights-of-Way recorded in Ottawa County Deed Records Volume 233 at Page 272.
19. Assignment of Rights-of-Way recorded in Ottawa County Deed Records Volume 320 at Page 658.
20. Assignment and Assumption of Rights-of-Way recorded in Ottawa County Deed Records Volume 321 at Page 775.
21. Oil and Gas Lease executed by James Bishop as lessor and Huffman Brothers as lessee, recorded in Ottawa County Official Records Volume 9 at Page 17.

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LEGAL DESCRIPTION

Commitment No.: 24FT13152

File No.: 24FT13152

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

See Legal Description attached hereto and incorporated herein.



EXHIBIT A

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

Parcel 1:

Situated in the Township of Allen, County of Ottawa and State of Ohio and known as and being the West One-half (1/2) of the Northeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Four (4), Town Seven (7) North, Range Thirteen (13) East. (20 acres)

EXCEPTING THEREFROM:

Commencing at a found iron pin in a monument box marking the Northeast corner of Section 4, T7N, R13E, Allen Township, Ottawa County, Ohio;

Thence proceeding South 88 degrees 13 minutes 01 seconds West in the North line of the Northeast Quarter of said Section 4, said North line also being the centerline of State Route #579, a distance of 819.27 feet to a set masonry nail and also being the point and place of beginning of the parcel herein described;

Thence proceeding South 0 degrees 01 minutes 08 seconds East, passing through an iron pin set at 30.02 feet, a total distance of 350.00 feet to a set iron pin;

Thence proceeding South 88 degrees 13 minutes 01 seconds West, a distance of 159.10 feet to a set iron pin;

Thence proceeding North 0 degrees 01 minutes 08 seconds West passing through an iron pin set at 305.74 feet, a total distance of 350.00 feet to a masonry nail set in the North line of the Northeast Quarter of said Section 4;

Thence proceeding North 88 degrees 13 minutes 01 seconds East in the North line of the Northeast Quarter of said Section 4, a distance of 159.10 feet to the point and place of beginning. Said parcel contains 1.2777 acres.

Said parcel contains after said exception approximately 18.7223 acres of land, more or less.

Parcel 2:

Situated in the Township of Allen, County of Ottawa and State of Ohio and known as and being the North One-half (1/2) of the South One-half (1/2) of the Northeast One-quarter (1/4) of Section Four (4), Town Seven (7) North, Range Thirteen (13) East. (40 acres)

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