

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



Fidelity National Title
Insurance Company

Commitment Number:

20190353

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, Fidelity National Title Insurance Company, a Florida 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 Policy Amount and the name of the Proposed Insured.

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

Fidelity National Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Greater Metropolitan Title a Division of Fidelity National Title Company, LLC 3131 Executive Pkwy, Suite 100 Toledo, OH 43606-1327 Main Phone: (419)530-0001 Email: Toledo@gmttitle.net	Greater Metropolitan Title a Division of Fidelity National Title Company, LLC 3131 Executive Pkwy, Suite 100 Toledo, OH 43606-1327 Main Phone: 419-530-0001 Main Fax: 419-530-0089

Order Number: 20190353

SCHEDULE A

1. Commitment Date: March 8, 2019 at 12:00 AM
2. Policy to be issued:
 - (a) ALTA Homeowner's Policy 2013 - OH (09/01/2014)
 Proposed Insured:
 Proposed Policy Amount: \$0.00
 - (b) ALTA Short Form Residential Loan Policy 2012 - Modified OH (04/01/2017)
 Proposed Insured: , its successors and/or assigns as their respective interests may appear
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
 Greater Metropolitan Title a Division of Fidelity National Title Company LLC as Trustee, by deed filed for record May 3, 2018, recorded in OR Book 1675, Page 859 of the Ottawa County Records.
5. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 0101360318317000

Parcel 1:

Situated in the Township of Clay, County of Ottawa and State of Ohio:

And known as and being a parcel in the Northwest Quarter of Section 33, Town 7 North, Range 13 East, Clay Township, Ottawa County, Ohio and being more particularly described as follows:

Commencing at a found iron pin in a monument box marking the Northwest corner of Section 33, Town 7 North, Range 13 East, Clay Township, Ottawa County, Ohio;

Thence proceeding South 89 deg. 24' 37" East in the North line of the Northwest Quarter of said Section 33, said North line also being the centerline of Holt Harrigan Road, (60 right-of-way), 1177.37 feet to a set mag nail and also being the point and place of beginning of the parcel herein described;

Thence proceeding South 89 deg. 24' 37" East in the North line of the Northwest Quarter of said Section 33, 150.00 feet to a found mag nail in the West line of the East Half of the Northwest Quarter of said Section 33, said East line also being a Corporation line of the Village of Genoa per Resolution # 96-16 and recorded in Ottawa County Deed Volume 406 at Page 538;

Thence proceeding South 00 deg. 35' 50" West in the West line of the previously mentioned parcel, passing through an iron pin set at 30.00 feet, 783.89 feet to a found iron pin in the Northeasterly line of a parcel now or formerly owned Pennsylvania Lines as described in Ottawa County Deed Volume 437 at Page 632;

Thence proceeding North 47 deg. 06' 46" West in the Northeasterly line of the previously mentioned parcel, 558.64 feet to a set iron pin;

Thence proceeding North 00 deg. 35' 50" East, 238.66 feet to a set iron pin;

Thence proceeding South 89 deg. 24' 37" East, 163.25 feet to a set iron pin;

Thence proceeding South 00 deg. 35' 50" West, 25.43 feet to a set iron pin;

Thence proceeding South 89 deg. 24' 37" East, 145.00 feet to a set iron pin;

Thence proceeding North 00 deg. 35' 50" East, 94.71 feet to a set iron pin;

Thence proceeding North 89 deg. 24' 37" West, 45.00 feet to a set iron pin;

Thence proceeding North 00 deg. 35' 50" East passing through an iron pin set at 70.00 feet, 100.00 feet to the point and place of beginning.

Said parcel contains 4.474 acres of which 0.103 acres lies in T.R. #64 right-of-way, but is subject to all legal highways and easement of Record.

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EXHIBIT "A"

Legal Description

The above legal description was prepared by Allan W. Weirich, Professional Surveyor #7427, and is based on the assumption that the North line of the Northwest Quarter of Section 33, Town 7 North, Range 13 East, Clay Township, Ottawa County, Ohio bears South 89 deg. 24' 37" East and is based on a survey done April 2018.

PPN: 010-13603-18317-000

Parcel 2:

Situated in the Township of Clay, County of Ottawa and State of Ohio:

Known as and being a parcel in the Northwest Quarter of Section 33, T7N, R13E, Clay Township, Ottawa County, Ohio and being more particularly described as follows:

Commencing at a found iron pin in a monument box marking the Northwest corner of Section 33, T7N, R13E, Clay Township, Ottawa County, Ohio;

Thence proceeding South 89 deg. 24' 37" East in the North line of the Northwest Quarter of said Section 33, said North line also being the centerline of Holt Harrigan Road, TR. #64, (60 foot right-of-way), 465.70 feet to a mag nail set in the Northeasterly line of a parcel now or formerly owned by Pennsylvania Lines as described in Ottawa County Deed Volume 437 at Page 632 and also being the point and place of beginning of the parcel herein described;

Thence proceeding South 89 deg. 24' 37" East in the North line of the Northwest Quarter of said Section 33, 423.41 feet to a set mag nail;

Thence proceeding South 00 deg. 35' 50" West passing through an iron pin set at 30.00 feet, 169.28 feet to a set iron pin;

Thence proceeding South 89 deg. 24' 37" East, 25.00 feet to a set iron pin;

Thence proceeding South 00 deg. 35' 50" West, 238.66 feet to an iron pin set in the Northeasterly line of the previously mentioned parcel;

Thence proceeding North 47 deg. 06' 46" West in the Northeasterly line of the previously mentioned parcel, passing through an iron pin set at 561.59 feet, 606.17 feet to the point and place of beginning. Said parcel contains 2.003 acres of which 0.280 acres lies in TR. #64 right-of-way, but is subject to all legal highways and easement of Record.

The above legal description was prepared by Allan W. Weirich, Professional Surveyor #7427, and is based on the assumption that the North line of the Northwest Quarter of Section 33, T7N, R13E, Clay Township, Ottawa County, Ohio bears South 89 deg. 24' 37".

PPN: 0101360318317001

22784 West Holt Harrigan Road
Genoa, Ohio 43430

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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. Instrument(s) creating the estate or interest to be insured must be approved, executed and/or filed for record, to wit:

Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent an authorized employee of the insured lender or by using Bancserv or other approved third-party services. If the above requirement cannot be met, please call the Company at the number provided in this report.

Receipt of proof of corporate status, or limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/company/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolution(s) authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.

6. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
7. Payment of taxes, charges and assessments levied and assessed against subject premises, which are due and payable.
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractors, subcontractors, labor and materialmen are all paid.
9. If a Zoning Endorsement is requested, the following is required: A letter from Planning and Zoning and/or ALTA/ACSM survey setting forth items 2(b)(i-v) from the endorsement and surveyor's certification that there are no violations.
10. Payment of the full consideration to, or for the account of the grantors or mortgagors should be made.
11. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

Any instrument of conveyance creating an insured interest must comply with local rules on descriptions

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.

12. Payment of taxes, charges, and assessments levied and assessed against subject premises, which are due and payable.
13. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
14. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further ascertaining the details of the transaction.
15. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
16. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender or by using Bancserv or other approved third-party services. If the above requirement cannot be met, please call the Company at the number provided in this report.
17. The company must be provided with an Affidavit of Trustee setting out the operative provisions of the trust agreement which provides the authority of the trustee to deal with the land, the identity of the trustee and certification therein that the provisions are a true and correct excerpt from the original trust agreement and any amendments thereto or a Certificate of Trust pursuant to statute with a proper acknowledgement if being recorded. The company reserves the right to request the trust agreement and any amendments thereto.
18. Receipt of proof of corporate status, or limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolution(s) authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.
19. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
20. Furnish for recordation a document to be executed by the party(s) named below:
Type of Document: Warranty Deed
Executed by: Greater Metropolitan Title a Division of Fidelity National Title Company, LLC as Trustee
To:
21. Furnish for recordation a mortgage describing the subject property
Mortgagor(s): and spouse, if any
Mortgagee(s): , its successors and/or assigns as their respective interests may appear

END OF SCHEDULE B, PART I

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

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**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
2. 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.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
5. Easements or claims of easements not shown by the Public Records.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Taxes or special assessments which are not shown as existing liens by the Public Records.
8. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenance thereto.
9. Any Loan Policy issued pursuant to this Commitment will contain the following exception:

Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the policy pursuant to paragraph D of Ohio Revised Code Section 1509.31 effective June 30, 2010.
10. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon.
11. Assessments, if any, not yet certified to the County Auditor.
12. Rights or claims of parties other than Insured in actual possession of any or all of the property.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

13. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
14. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
15. No liability is assumed for tax increases occasioned by retroactive revaluation change in land usage, or loss of any homestead exemption status for insured premises.
16. Any covenant, condition or restriction referred to herein indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. Section 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) related to handicap, but does not discriminate against handicapped people.
17. Representations of the acreage or area in the property descriptions in Schedule A or on the survey, if any.
18. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of an interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
19. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy, pursuant to Ohio Revised Code Section 1509.31(D).
20. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
21. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.
22. Reservation, restrictions, covenants, limitations and/or easements recorded in Deed Volume R, Page 179, of the Ottawa County Records.
23. Covenants, Conditions, Restrictions, Easements, and Building Lines as shown, in Plat Book 65, Page(s) 54.
24. Taxes for the second half of 2018 and subsequent years are a lien, but are not yet due and payable.

The County Treasurer's General Tax Records for the tax year 2018 are as follows
PPN 010-13603-18317-001 (Parcel 2)
Taxes for the first half are paid.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

Taxes for the second half are a lien, not yet due and payable.
Per half amount \$37.31.

Note: Attention is directed to the fact that current real estate taxes are undeveloped land values.

PPN 010-13603-18317-000 (Parcel 1)
Taxes for the first half are paid.
Taxes for the second half are a lien, not yet due and payable.
Per half amount \$771.35

Note: Attention is directed to the fact that current real estate taxes are undeveloped land values.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "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.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in 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 shall not be 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option 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>.

END OF CONDITIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

EASEMENT

This indenture, made this 18 day of August, 1951 by and between Robert Huss and Audrey Huss, hereafter called the grantors, and Joseph J. LaPlantz and Myrtle M. LaPlantz, hereafter called the grantees, witnesseth, that whereas the grantees are the owners of certain lands adjacent to the land of the grantors, hereafter described, and the grantees desire a right and easement to lay, maintain, repair, and remove drainage tile over the lands of the grantor:

Now, therefore, the grantors in consideration of one dollar and other valuable consideration the receipt of which is hereby acknowledged, does hereby grant and give to the grantees, their heirs and assigns forever, an easement of right-of-way for said purposes on and over the following described lands:

Being in the east one-half (1/2) of the west one-half (1/2) of the north-west quarter of Section 33, Township 7, Range 13 east, and being that portion of said lands lying north of the right of way of the New York Central Railroad Company.

The land to be used for said right-of-way being more particularly described as being a strip of land of not more than ten (10) feet in width extending along the northerly side of said New York Central Railroad's right-of-way from a point of intersection of the boundary line of grantors' and grantees' lands with the said right-of-way line thence extending along said right-of-way to the northerly boundary line of grantors' lands.

It is mutually agreed as follows:

- (1) That the said drainage tile shall be approximately eight (8) inches in diameter and shall be buried below plow depth.
- (2) That the grantees shall have right of access to said land at all reasonable time for the inspection, repair, and removal thereof provided however that all damages to crops and fences caused by such work shall be paid by the grantees.

In witness whereof parties hereto have set their hands on this 18 day of August, 1951.

Robert D. Huss
Robert Huss

Audrey Huss
Audrey Huss

Joseph J. LaPlantz
Joseph J. LaPlantz

Myrtle M. LaPlantz
Myrtle M. LaPlantz

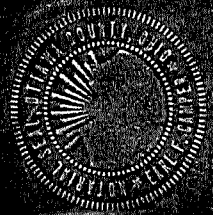
Signed in presence of

George B. ...
Earl F. ...

State of Ohio
County of Ottawa, ss:

Before me, a notary public in and for said County, personally appeared the above-named Robert Huss, Audrey Huss and Joseph J. LaPlantz, Myrtle M. LaPlantz who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In testimony whereof I have hereunto set my name and placed my seal on this 18 day of August, 1951.



Earl F. ...
Notary Public

See Split Claim Release of Easement & Assignment See Head Vol 416 Pg. 159

75854

STATE OF OHIO } S. S.
COUNTY OF OTTAWA }
RECEIVED FOR RECORD
Sept 16 1951
at bank Q. M.
September 11 1951
County Records
Page 140
M. ...