

# 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

Kenneth D DeGiorgio, President

Lisa W Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.





# **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.
- "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions:
  - d. Schedule A;
  - e. Schedule B, Part I-Requirements; and
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Page 2 of 4

Form 50168939 (8-26-22)



# 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:
  - comply with the Schedule B, Part —Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part I—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 Insureds 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Form 50168939 (8-26-22) Page 3 of 4



# 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.

#### 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.





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

Issuing Agent: ValMer Land Title Agency, LLC Issuing Office: ValMer Land Title Agency, LLC Issuing Office's ALTA ® Registry ID: 1122991

Loan ID Number:

Commitment Number: **52179858** Issuing Office File Number: **52179858** 

Property Address: 27052 CR 1, Warsaw, OH 43844

Revision Number: N/A

#### **SCHEDULE A**

1. Commitment Date: September 17, 2025 at 6:59 am

- 2. Policy to be Issued:
  - a. 2021 ALTA® Owner's Policy

Proposed Insured: [AN INDIVIDUAL OR LEGALLY FORMED ENTITY TO BE NAMED]

Proposed Amount of Insurance: \$100,000.00
The estate or interest to be insured: Fee Simple

- 3. The estate or interest in the Land at the Commitment Date is: Fee Simple
- 4. The Title is, at the Commitment Date, vested in

**Board of Education Riverview School District** 

Deed Book 277, Page 729 (Parcel 1)

**Board of Education of Keene Township School District** 

Deed Book 150, Page 115 (Part of Parcel 2)

**River View Local School District** 

Deed Book 286, Page 429 ((Part of Parcel 2)

The Board of Education of the River View Local School District

Deed Book 319, Page 694 (Part of Parcel 2)

The Directors of School District of Keene Township

Deed Book 60, Page 87 (Parcel 3)

The Board of Education of Keene Township

Deed Book 147, Page 320 (Parcel 4)

Recorder's Office, Coshocton County, Ohio

and, as disclosed in the Public Records, has been since (see attached deeds for dates)

5. The Land is described as follows:

**SEE ATTACHED EXHIBIT "A"** 

FIRST AMERICAN TITLE INSURANCE COMPANY

Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Form 50168939 (8-26-22)



# **EXHIBIT A**

#### PARCEL 1:

Situated in the Village of Keene, County of Coshocton, and State of Ohio:

Being Lots Numbered Twenty Eight (28) and Twenty Nine (29) in the said Village of Keene.

PPN: 017-00000613-00 (Lot 28) PPN: 017-00000612-00 (Lot 29)

PARCEL 2:

Situated in the Village of Keene, County of Coshocton,, and State of Ohio:

Being Lots Number Thirty (30), Thirty-One (31), and Thirty-Two (32) of Farwells Addition, having reference to the plat of the addition of said town of Keene for a more complete description of same.

TOGETHER WITH VACATED ALLEY as recorded in Deed Book 286, Page 429, of the Coshocton County Records.

**TOGETHER WITH the following described property:** 

Situated in the Village of Keene, County of Coshocton, and State of Ohio:

Located in the Village of Keene, NW Quarter of Keene Township,, Township 6 N, Range 6W, Coshocton County, Ohio and being the northern one-half of the eastern one-half of a fourteen foot wide alley beginning at the NE corner of Lot 36 in said village; thence, in a southeasterly direction to the SE corner of 34 in said village, a distance of 512.5 feet, more or less, and there terminate, said alley being the same as was vacated by a resolution adopted by The Board of County Commissioners of Coshocton County at their regular meeting of October 12, 1971 and recorded at Journal 32, Page 196 of the Commissioners Journal and all of the estate, right, title and interest of said Grantors in and to said premises together with all privileges and appurtenances to the same belonging.

**EXCEPTING THEREFROM, the following described property:** 

Situated in the Township of Keene, County of Coshocton and State of Ohio:

Located in the Village of Keene, NW Quarter of Keene Township, Township 6N, Range 6W, Coshocton County, Ohio and being the southern one-half of the western one-half of fourteen foot wide alley beginning at the NE corner of lot 36 in said village; thence, in a southeasterly direction to the SE corner of 34 in said village, a distance of 512.5 feet, more or less, and there terminate, said alley being the same as was vacated by a resolution adopted by The Board of County Commissioners of Coshocton County at their regular meeting of October 12, 1971 and recorded at Journal 32, Page 195 of the Commissioners Journal and all of the estate, right, title and interest of said Grantors in and to said premises together with all privileges and appurtenances to the same belonging.

PPN: 017-09201002-00

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.



# PARCEL 3:

A certain tract or parcel of land containing one half acre, being in the Southeast corner of Lot Number Fifteen of the Second Quarter of Keene Township in Coshocton County and State of Ohio, bounded as follows, viz:

Beginning at the Southeast corner of the above-mentioned lot and running north on the original line six rods and half from thence running due west, twelve and half rods to the Wooster Road; thence by the direction of said road until it intersects the original South side line of said lot Southeastwardly; thence running due east on said original line to the place of beginning, being eleven and half rods.

#### PARCEL 4:

Situated in the Township of Keene, Village of Keene, County of Coshocton, and State of Ohio:

Being 0.50 acres and the West half of Lots 2 and 3, also known as Lot 10 of Joseph N. Wood and as further described as follows:

Beginning on Back Street at the Northeast corner of Lot Number Six (6) in said "subdivision" and running thence along said Back Street North 31 deg. 45' West, 330 feet;

Thence southeasterly and southerly along the line in rear of the several lots fronting on Main Street in said town of Keene, to the north line of said Lot No. 6;

Thence easterly along said north line of said Lot No. 6, one hundred and ten (110) feet to the place of beginning, containing five hundred and forty-eight thousands (548/1000) of an acre.

ALSO the following described property:

Beginning at the northwest corner of the John Moore lot and running northwardly along the street sixty-eight (68) links;

Thence north fifty-six (56) degrees east one chain and thirty-four links to the line of Robert Farwell land;

Thence south on said Farwell original line eighty-two (82) links to the northeast corner of the said John Moore lot;

Thence South fifty-six (56) degrees west to the place of beginning, containing about eleven (11) rods of land more or less.

ALSO in addition and adjoining the above-described lot, another piece or parcel of land described as follows:

Beginning at the northwest corner of the above-described lot and running northwardly along the street eight feet to a point; thence eastwardly to the Northeast corner of the above-described premises and some part and parcel;

Thence of also the following a part of lot number two (2), in Section two (2), in Township six (6) of Range six (6), beginning on the west boundary lien of said lot at the northeast corner of land owned by Jane F. Barnes;

Thence south one degree west along the line of said lot eighty-two (82) links to the line of land formerly owned by John Moore;

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.





Thence north fifty-six (56) degrees east along the line of said Moore's land sixty two (62) links to the northeast corner thereof:

Thence north thirty-four (34) degrees west sixty-nine (69) links;

Thence south fifty-six (56) degrees west seventy-six (76) links to the place of beginning, containing five rods be the same more or less.

ALSO the following lot described as commencing at the southwest corner of lot number thirty-two (32);

Thence running for western boundary parallel with Main Street northwest fifty feet;

Thence for northern boundary running east parallel with the southern line of said Lot No. 32, until it intersects the eastern line of said Lot No. 32;

Thence running south to the southeast corner of said Lot No. 32;

Thence along the south line of said Lot No. 32 to the southwest corner of said Lot No. 32, containing one-fourth (1/4) of an acre, be the same more or less.

EXCEPTING THEREFROM approximately 0.894 acres conveyed to James A. Parkhill and Marilyn J. Parkhill in Deed Book 310, Page 29, of the Coshocton County Records, and further described as follows:

Situated in the Township of Keene, County of Coshocton and State of Ohio and being more particularly described as follows:

Being a part of Lot 10, Wood Estate Subdivision, The Village of Keene as recorded in Plat Book 1, Pg. 168-169, the second quarter, T6N, R6W, U.S.M.L., Keene Township, Coshocton County, Ohio, and also being the same premises as described in Vol. 280, Pg. 835, (Kenneth Patterson to James S. Parkhill), and also being part of a vacated alley recorded in Vol. 286, Pg. 429, Coshocton County Deed Records, and more particularly described as follows:

Beginning at a set iron pin, said iron pin being located in the Northerly-most corner, Lot 6, Wood Estate Subdivision, The Village of Keene as recorded in Plat Book 1, Pg. 168-169, said iron pin also being located in the Easterly-most corner of Lot 10, said Wood Estate Subdivision, thence S. 70° 28' 02" W. along the northwesterly line of said Lot 6 a distance of 110.00 feet to a point, said point being located in the Southerly-most corner of Lot 10, said Wood Estate Subdivision;

thence S. 70° 28' 02" W. along said Lot 6 Northwesterly line, a distance of 107.80 feet to a set iron pin, said iron pin being located in the Westerly-most corner of said Lot 6, said iron pin also being located on the Northeasterly right-of-way line of Main Street as recorded in the Plat of the Addition to the Town of Keene (Plat Book 1 (transcribed), Pg. 105),

thence N. 21° 26' 05" W, along said Northeasterly right-of-way line, a distance of 115.50 feet to a set iron pin, said iron pin being located in the Southerly-most corner of the Board of education Keene Local School District lands as recorded in Vol. 147, Pg. 320, Coshocton County Deed Records,

Thence N. 70° 28' 02" E. along the Southeasterly line of said Board of Education Keene Local School District lands, a distance of 115.21 feet to a point, said point being located on the Westerly line of said Lot 10, Wood

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.





### **Estate Subdivision,**

Thence N. 70° 28' 02" E. along said Southeasterly line of said Board of Education Keene Local School District lands, a distance of 102.59 feet to a set iron pin, said iron pin being located on the Northeasterly line of said Lot 10, said iron pin also being located on the Southwesterly line of a vacated alley as recorded in Vol. 286, Pg. 429, Coshocton County Deed Records,

thence N. 68° 33' 55" E. passing through said vacated alley, a distance of 10.00 feet to a set iron pin, said iron pin being located on the centerline of said alley,

thence S. 21° 26' 05" E. along the centerline of said vacated alley, a distance of 115.50 feet to a set iron pin;

thence S. 68° 33' 55" W. passing through said vacated alley, a distance of 10.00 feet to the true place of beginning.

The above described parcel contains 0.604 +/- acres being part of said vacated alley (Vol. 286, Pg. 429). 0.290+/- acres being a part of Lot 10, Wood Estate Subdivision.

Description based on a survey made from Jim Gute, Registered Surveyor No. 5935 in January, 1977.

PPN: 017-09201059-00 (Parcels 3 and 4)

NOTE: THE ADDRESSES AND/OR TAX PARCEL NUMBERS SHOWN HEREIN ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES WITHOUT WARRANTY AS TO ACCURACY OR COMPLETENESS.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.





# **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. Proper Deed of Conveyance from River View School District Board of Education to [AN INDIVIDUAL OR LEGALLY FORMED ENTITY TO BE NAMED].
  - b. The contemplated conveyance requires approval of the legal description by the County Engineer. The Engineer/Auditor may require a new survey of the subject premises. AS TO PARCELS THREE AND FOUR
  - c. Subject to a Certificate of Good Standing from the Ohio Secretary of State, and valid Corporate Resolution signed by the Corporate Secretary authorizing the officer(s) signing to execute all necessary instruments on behalf of River View School District Board of Education.
  - d. Affidavit of Non-Applicability of Restriction on Foreign Ownership of Real Property to be signed by [AN INDIVIDUAL OR LEGALLY FORMED ENTITY TO BE NAMED].

NOTE: THE COMPANY RESERVES THE RIGHT TO INCLUDE ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS AS DETAILS OF THE TRANSACTION ARE MADE KNOWN.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Form 50168939 (8-26-22) Page 6 of 8



# **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:

- 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. The lien of all taxes and assessments for the year 2025, but which are not yet due and payable.

NOTE: Call the treasurer/auditor for future assessments.

10. The lien of all taxes for the year 2024 are EXEMPT as to the following parcels:

Parcel Number 017-0000613-00 (Pt of Parcel 1 - Lot 28). Valuations: Land Only \$2,690.00

Parcel Number 017-00000612-00 (Pt of Parcel 1 - Lot 29). Valuations: Land \$2,690.00; Buildings

\$1,730.000; Total \$4,420.00

Parcel Number 017-09201002-00 (Parcel 2). Valuations: Land Only 5,380.00

Parcel Number 017-09201059-00 (Parcels 3 and 4). Valuations: Land \$11,080.00; Buildings \$217,740.00;

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



Form 50168939 (8-26-22) Page 7 of 8

# Total \$228,820.00

- 11. Parcel Number 017-00000613-00 (Pt of Parcel 1 Lot 28), 32000-MWCD Assessment for the year 2024 is as follows: First Half is PAID in the amount of \$2.00; Second Half is PAID in the amount of \$2.00.
- 12. Parcel Number 017-00000612-00 (Pt of Parcel 1 Lot 29), 32000-MWCD for the year 2024 is as follows: First Half is PAID in the amount of \$2.00; Second Half is PAID in the amount of \$2.00.
- 13. Parcel Number 017-09201002-00 (Parcel 2), 32000-MWCD for the year 2024 is as follows: First Half is PAID in the amount of \$7.00; Second Half is PAID in the amount of \$7.00.
- 14. Parcel Number 017-09201059-00 (Parcels 3 and 4), 32000-MWCD for the year 2024 is as follows: First Half is PAID in the amount of \$9.00; Second Half is PAID in the amount of \$9.00.
- 15. 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.
- 16. Affidavit of Facts as to Name Changes and Resolutions of record in Deed Book 360, Page 632, Recorder's Office, Coshocton County, Ohio. AS TO ALL PARCELS
- 17. Right of Way and Easement to The Ohio Power Company of record in Deed Book 153, Page 541, Recorder's Office, Coshocton County, Ohio. AS TO PARCEL TWO
- 18. Right of Way and Easement to The Ohio Power Company of record in Deed Book 153, Page 542, Recorder's Office, Coshocton County, Ohio. AS TO PARCEL ONE
- 19. Easement for ingress/egress purposes of record in Deed Book 317, Page 452, Recorder's Office, Coshocton County, Ohio. AS TO PARCELS THREE AND FOUR
- 20. The right of the public to use that portion of the premises which lies within the legal limits of any public roadway/highway.
- 21. We do not affirmatively insure the quantity of acreage set forth in the description referred to in Schedule A.

NOTE: No liability is assumed by Company for ascertaining the status of utility charges, and the insured is cautioned to obtain the current status of these payments.