

# ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL 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.

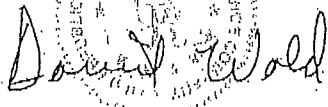
## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Old Republic 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 1 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

By  President

Attest  Secretary



Authorized Officer or Agent

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

Issuing Office: **103 N. Union Street, Delaware, Ohio 43015**

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number:

Issuing Office File Number: **703620**

Property Address: **4277 Radnor Road, Radnor, Ohio 43066**

Revision Number: **1**

## SCHEDULE A COMMITMENT

1. Commitment Date: **March 11, 2026, at 7:59 am**
2. Policy to be Issued:
  - a. 2021 ALTA® Owner's Policy  
Proposed Insured: TO BE DETERMINED  
Proposed Amount of Insurance: **\$100,000.00**  
The estate or interest to be insured: **Fee Simple**
  - b. 2021 ALTA® Loan Policy  
Proposed Insured: TO BE DETERMINED  
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: **ROGER L. PLYMALE, TRUSTEE OR THEIR SUCCESSOR(S) AS TRUSTEES OF THE ROY E. PLYMALE HERITAGE TRUST, DATED MARCH 26, 2018**  
**\*As a result of the resignation of Roger L. Plymale as Trustee, the Trustee will now be JOYCE PLYMALE, SUCCESSOR TRUSTEE OF THE ROY E. PLYMALE HERITAGE TRUST, DATED MARCH 26, 2018.**  
  
**Source of Title: General Warranty Deed, ROY W. PLYMALE, also known as ROY WILLIAM PLYMALE, and CAROL E. PLYMALE, also known as CAROL EVA PLYMALE, husband and wife, to ROGER L. PLYMALE, TRUSTEES OR THEIR SUCCESSOR(S) AS TRUSTEES OF THE ROY E. PLYMALE HERITAGE TRUST, DATED MARCH 26, 2018, dated March 26, 2018, filed March 29, 2018 at 9:10:04 a.m. in OR Book 1562, Page 1016 of Delaware County Official Records.**  
and, as disclosed in the Public Records, has been since **March 29, 2018**
5. The Land is described as follows: **SEE ATTACHED EXHIBIT "A"**

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EXHIBIT "A"

Situated in Radnor Township, Radnor Village, Delaware County, Ohio being in Range 20, Township 6, Section 4, Part of Lot 5, 3rd Tier:

Beginning at the point of intersection of the centerline of Radnor-Ashley Road (County Road #198) and the centerline of State Route 203, thence North 84 degrees 43' E. along the centerline of the Radnor-Ashley Road 196.9 feet; thence South 14 degrees 23' E. 239.3 feet to a large fence post passing over an iron pipe at 32.0 feet; thence South 73 degrees 13' W. 131.05 feet to a point on the tangent line of State Route 203, passing over an iron pin at 105.95 feet; thence North 27 degrees 23' W. along the tangent of State Route 203, 282.75 feet to the place of beginning. Containing 0.953 acres, more or less. As surveyed April 12, 1955 by Thomas W. James. See Plat Vol. 11, Page 94, #148.

Save and except a strip of land off the south side of the above-described tract having a frontage of 100 feet on State Route 203, with the north line of said exception parallel to the south line of said above tract, containing 0.471 acres, leaving 0.482 acre, more or less, hereby conveyed.

Subject to all legal highways, taxes which are a lien, easements, and other restrictions, if any, of record.

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# SCHEDULE B I COMMITMENT

## 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. **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.**
6. Properly executed Affidavit in Aid of Title to clear the defect in General Warranty Deed as contained in OR Book 1562, Page 1016 of Delaware County Official Records, being the absence of the recorded Power of Attorney of Roger L. Plymale, Power of Attorney of Roy W. Plymale aka Roy William Plymale and Carol E. Plymale aka Carol Eva Plymale that was to be recorded prior to the recording of this Deed, and the absence of the Power of Attorney language in the notary clause in said Deed.
7. Properly executed Affidavit of Successor Trustee and/or Memorandum of Trust executed by JOYCE PLYMALE as SUCCESSOR TRUSTEE OF THE ROY E. PLYMALE HERITAGE TRUST, DATED MARCH 26, 2018.
8. Properly executed Deed from JOYCE PLYMALE, SUCCESSOR TRUSTEE OF THE ROY E. PLYMALE HERITAGE TRUST, DATED MARCH 26, 2018 to Buyer, to be determined.
9. Properly executed Mortgage from Buyer, to be determined, to Lender, to be determined.
10. The proposed policy amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price of full value of the Land. A Loan Policy should reflect the loan amount of value of the Land being used as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

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# SCHEDULE B-II COMMITMENT

## EXCEPTIONS FROM COVERAGE

Policy Number:

**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 theretofore 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 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. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of the Policy.
8. Oil, gas, coal and other mineral interests together with rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
9. **This policy does not insure the accuracy of the acreage shown in Schedule A, Item 5 of this policy.**
10. **Affidavit of Declination by DEL-CO WATER COMPANY, INC., an Ohio not-for-profit corporation, as contained in OR 802, Page 252 of Delaware County Official Records. See record.**

11. Taxes listed to ROGER L. PLYMALE, TRUSTEE, 32 Radnor Twp Buckeye, Account #620-430-03-005-000.

Taxes for the 1st half of 2025 in the net amount of \$732.06, less homestead exemption of \$189.15, plus special assessment of \$8.68, for a balance of \$551.59 are paid (due 2/10/26).

SPECIAL: 11-012, Jones Ditch, \$8.68, 1<sup>st</sup> half only

Taxes for the 2nd half of 2025 in the net amount of \$732.06, less homestead exemption of \$189.15, for a balance of \$542.91 are a lien but not yet due and payable (due 7/10/26). Taxes and assessments, if any, for the 2026 tax year are a lien but not yet due and payable, the amount of which has not yet been determined.

Subject to additions of general taxes and assessments, if any, which may hereafter be made by legally constituted tax authorities.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**AFFIDAVIT**  
**(Ohio Rev. Code § 5301.252)**

Affiant, Perry K. Tudor, the General Manager of Del-Co Water Company, Inc., an Ohio corporation, first being duly sworn and cautioned, does depose and state as follows:

- (A) I am the General Manager of Del-Co Water Company, Inc., an Ohio not-for-profit corporation ("Del-Co"), which provides water to the public in parts of Delaware County, Morrow County and Knox County, Ohio.
- (B) This Affidavit is made on personal knowledge.
- (C) At the time of filing this Affidavit, Roy William Plymale and Carol Eva Plymale are the owners of the Property in the Township of Radnor, in the County of Delaware, in the State of Ohio, identified as Delaware County Auditor Tax Parcel No. 620-430-03-005-000 being a total of .399 Acres which is further identified by deed or other instrument of conveyance dated October 13, 1999 and recorded in Vol. 0005, Page 890 of the Recorder's Office, Delaware County, Ohio, a true and accurate copy of which is attached as Exhibit A (the property described in said deed or instrument being the "Property"). The Property is located on the East side of St. Rt. 203 and the South side of Radnor Rd. and has a mailing address of 4277 Radnor Rd., Radnor, OH 43066.
- (D) Del-Co is or was in the process of installing a waterline parallel to the public road right-of-way at the Property and otherwise along the public road in the vicinity of the Property.
- (E) Said owners have failed or declined to grant Del-Co an easement to lay or otherwise install the waterline upon the Property outside of the public road right-of-way, thereby necessitating installation of the waterline in the public right-of-way pursuant to a license from the applicable public body with jurisdiction over said public road, which could result in potential additional expense to Del-Co for unreimbursed costs and expenses of relocating the waterline should in the future there be a road improvement or repair and maintenance project by said public body which necessitates Del-Co moving its waterline.
- (F) There is not a Del-Co water user's agreement for the property and said owners have not applied for Del-Co water service to the Property.
- (G) It is the policy of Del-Co to locate its waterlines in easements granted to it, rather than in public road right-of-ways, whenever practicable, and to relocate its waterlines from the public road right-of-way to easements granted to it whenever the opportunity arises.
- (H) Del-Co's water user agreement requires its users to grant it easements on such user's property for its waterlines providing water distribution and service to the user's and other users' properties. Del-Co's regulations, incorporated into its water user agreement, provides that where it has been denied an easement by a property owner, and as a result thereof has located its waterline in the public road right-of-way on the property, that thereafter, for there to be Del-Co water service to such property, the applicant for service at such property may be subject to a special connection fee to pay for the cost of relocating the waterline from the public road right-of-way to an easement.

Delaware County  
 The Grantor Has Complied With  
 Section 319.202 Of The R.C.  
 DATE 9/10/07 Transfer Tax Paid \_\_\_\_\_  
 TRANSFERRED OR TRANSFER NOT NECESSARY  
 Delaware County Auditor By [Signature]

- (1) The purpose of this Affidavit is to give notice that the said owners, who are not Del-Co water users, have declined to give Del-Co an easement on the Property for the waterline, resulting in the waterline's installation in the public road right-of-way on the Property and, therefore, a future applicant for Del-Co water service to the Property, or part of it, may be required to pay the special connection fee, for relocation of the waterline out of the public road right-of-way, as a condition of water service.

This Affidavit is being recorded pursuant to Section 5301.252(B)(4) of the Ohio Revised Code.

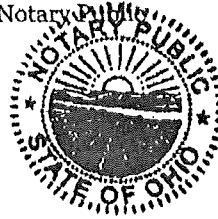
WITNESS Affiant's signature this 11<sup>th</sup> day of July, 20 07.

*[Handwritten signature]*

State of Ohio, County of Delaware, ss.:

Sworn to before me and subscribed in my presence on the 11<sup>th</sup> day of July, 20 07 by Perry K Tudor, who acknowledged the same to be his free act and deed and the free act and deed of Del-Co Water Company, Inc.

*[Handwritten signature]*  
Notary Public



DAVID A. WOLF  
Notary Public, State of Ohio  
My Commission Expires

1/29/2011

The form of this Affidavit prepared by:  
Manos, Martin, Pergam & Dietz Co., LPA  
50 North Sandusky Street  
Delaware, Ohio 43015  
with completion by Del-Co Water Company, Inc.

200700026127  
Filed for Record in  
DELAWARE COUNTY, OHIO  
ANDREW D BRENNER  
08-10-2007 At 04:05 PM.  
AFFIDAVIT 44.00  
OR Book 802 Page 252 - 255

200700026127  
DELCO WATER BDX