

	ALTA Commitment for Title Insurance
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

**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 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, **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 Policy Amount and the name of the Proposed Insured.

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

Effective Date    December 12, 2018

**First American Title Insurance Company**



Dennis J. Gilmore, President



Jeffrey S. Robinson, Secretary

**INSURANCE FRAUD WARNING:** 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 FRAUD.

If this jacket was created electronically, it constitutes an original document.

**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.

This page is only a part of a 2016 ALTA<sup>®</sup> 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; 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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- (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.
- (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**

Arbitration provision intentionally removed.

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**Allodial Title, LLC**  
2323 West Fifth Avenue  
Suite 100  
Columbus, OH 43204  
(614) 222-4844  
Commitment Number: 18-037483  
Property Address: Klondike Road Lots, Delaware, OH 43015

**SCHEDULE A**

Effective Date: December 12, 2018 at 8:00 A.M.

1. Policy or Policies to be issued:

Owner's: (2006 ALTA) \$1.00

Proposed Insured: Purchaser with contractual rights under a purchaser agreement with the vested owner identified at Item 2 below\*.

Loan: (2006 ALTA) \$1.00

Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified above\*.

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the Effective Date hereof vested:

**Richard Ashbrook and Ann Ashbrook**

**Source of Title:**

Deed dated August 16, 2013, filed August 20, 2013, recorded as Official Records Volume 1242, Page 1149, Delaware County, Ohio records

3. The land referred to in this Commitment is described in Exhibit A, which is attached hereto and made a part hereof.

This policy valid only if Schedule B is attached.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By:   
Gail C. Hersh, Jr., Agent  
Authorized Signatory

\*For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by

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name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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**EXHIBIT A**

Tract 1:

Description of a 17.116 Acre Tract as shown on the Plat Recorded Volume 12, Page 5 of the Survey Records of the Delaware County Engineer as found in the Delaware County Map Department Delaware, Ohio

Situated in Farm Lot 13 and Farm Lot 18 in Section 1, Township 4 North, Range 20 West, U.S. Military Lands, Scioto Township, Delaware County, State of Ohio and being part of an original 47.892 acre tract of land conveyed to Klondike Partners, Inc, by deed of record in O.R. 176, Pg. 646 in the Delaware County Records Office and being more particularly described as follows;

Commencing at a survey nail set at the intersection of the northerly line of Farm Lot 13 with the centerline of Klondike Road (County Road 149);

Thence along the centerline of Klondike Road South 39 degrees 12' 40" East a distance of 207.19 feet to a survey nail set at the True Point of Beginning;

Thence continuing along the centerline of Klondike Road South 39 degrees 12' 40" East a distance of 308.50 feet to a railroad spike found;

Thence along the grantors southerly line and the northerly line of a 2.317 acre tract of land conveyed to Matthew S. Rockwell and Ricarda Rockwell by deed of record in O.R. 510, Pg. 2021, South 45 degrees 28' 03" West a distance of 339.53 feet to a 3/4 inch diameter iron pipe found;

Thence along the westerly line of said 2.317 acre tract South 50 degrees 24' 52" East a distance of 288.92 feet to a 3/4 inch diameter iron pipe found in the northerly line of 535.105 acre tract of land conveyed to National Lime and Stone Company by deed of record in D.B. 292, Pg, 454;

Thence along the northerly line of said 535.105 acre tract South 61 degrees 30' 49" West a distance of 1127.93 feet (passing a concrete monument found at 955.27 feet) to a point on the low water line of the Scioto River;

Thence along the low water mark of the Scioto River South 74 degrees 51' 19" West a distance of 158.60 feet to a point referenced by an iron pin set bearing North 16 degrees 46' 15" East at a distance of 150.00 feet;

Thence continuing along the low water mark of the Scioto River South 61 degrees 49' 19" West a distance of 366.00 feet to a point referenced by an iron pin set bearing North 49 degrees 35' 42" West at a distance of 200.00 feet;

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Thence continuing along the low water mark of the Scioto River South 82 degrees 43' 19" West a distance of 193.00 feet to a point referenced by an iron pin set bearing North 14 degrees 15' 19" East at a distance of 158.98 feet;

Thence continuing along the low water mark of the Scioto River North 54 degrees 12' 41" West a distance of 193.00 feet to a point referenced by an iron pin set bearing North 78 degrees 06' 21" East at a distance of 200.00 feet;

Thence continuing along the low water mark of the Scioto River North 27 degrees 52' 41" West a distance of 207.50 feet to a point;

Thence North 67 degrees 56' 52" East a distance of 1702.94 feet (passing an iron pin set at 150.00 feet) to an iron pin set;

Thence North 17 degrees 28' 23" East a distance of 526.57 feet to the True Point Of Beginning and containing 17.116 Acres, more or less, of which 6.792 acres are in Farm Lot 13 and 10.324 acres are in Farm Lot 18 and subject to all legal easements, agreements and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed by Benchmark Surveying & Mapping Company, LLC in December 2010.

The bearings in this description are based on the Ohio State Plane Coordinate System, North Zone, NAD83 as established by GPS utilizing the Ohio Department of Transportation VRS Network.

Iron pins set are 5/8" X 30" rebar topped by an orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

Parcel Number: 42012002054001

Tract 2

Description of a 14.803 Acre Tract As shown on the Plat Recorded in Volume 12, Page 5 of the Survey Records of the Delaware County Engineer as Found in the Delaware County Map Department Delaware, Ohio.

Situated in Farm Lot 13 and Farm Lot 18 in Section 1, Township 4 North, Range 20 West, U.S. Military Lands, Scioto Township, Delaware County, State of Ohio and being part of an original 47.892 acre tract of land conveyed to Klondike Partners, inc. by deed of record in O.R. 176, Pg. 646 in the Delaware County Recorders Office and being more particularly described as follows;

Commencing at a survey nail set at the intersection of the northerly line of Farm Lot 13 with the centerline of Klondike Road (County Road 149);

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Thence along the centerline of Klondike Road South 39 degrees 12' 40" East a distance of 120.54 feet to a survey nail set at the True Point of Beginning;

Thence continuing along the centerline of Klondike Road South 39 degrees 12' 40" East a distance of 86.65 feet to a survey nail set;

Thence South 17 degrees 28' 23" West a distance of 526.57 feet to an iron pin set;

Thence South 67 degrees 56' 52" West a distance of 1702.94 feet (passing an iron pin set at 1552.94 feet) to a point on the low water line of the Scioto River;

Thence along the low water mark of the Scioto River North 27 degrees 52' 41" West distance of 207.50 feet to a point referenced by an iron pin set bearing North 56 degrees 48' 37" East at a distance of 127.97 feet;

Thence continuing along the low water mark of the Scioto River North 37 degrees 47' 41" West a distance of 204.00 feet to a point;

Thence North 72 degrees 35' 46" East a distance of 1201.65 feet (passing an iron pin set at 150.00 feet) to an iron pin set;

Thence North 68 degrees 28' 40" East a distance of 600.31 feet to an iron pin set;

Thence North 34 degrees 55' 14" East a distance of 346.99 feet to the True Point of Beginning and containing 14.803 Acres, more or less, of which 3.835 acres are in Farm Lot 13 and 10.968 acres are in Farm Lot 18 and subject to all legal easements, agreements and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed by Benchmark Surveying & Mapping Company, LLC in December 2010.

The bearings in this description are based on the Ohio State Plane Coordinate System, North Zone, NAD83 as established by GPS utilizing the Ohio Department of Transportation VRS Network.

Iron pins set are 5/8"x30" rebar topped by an orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

Parcel Number: 42012002054002

Tract 3

Description of A 15.962 acre Tract as shown on the plat Recorded in Volume 12, Page 5 of the Survey Records of the Delaware County Engineer as found in the Delaware County Map Department Delaware, Ohio.

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Situated in Farm Lot 13 and Farm Lot 18 in Section 1, Township 4 North, Range 20 West, US, Military Lands, Scioto Township, Delaware County, State of Ohio and being part of an original 47.892 acre tract of land conveyed to Klondike Partners, Inc. by deed of record in O.R. 176, Pg. 646 in the Delaware County Recorders Office and being more particularly described as follows;

Commencing at a survey nail set at the intersection of the northerly line of Farm Lot 13 with the centerline of Klondike Road (County Road 149);

Thence along the centerline of Klondike Road South 39 degrees 12' 40" East a distance of 33.88 feet to a railroad spike found at the True Point of Beginning;

Thence continuing along the centerline of Klondike Road South 39 degrees 12' 40" East a distance of 86.66 feet to a survey nail set;

Thence South 34 degrees 55' 14" West a distance of 346.99 feet to an iron pin set;

Thence South 68 degrees 28' 40" West a distance of 600.31 feet to an iron pin set;

Thence South 72 degrees 35' 46" West a distance of 1201.65 feet (passing an iron pin set at 1051.65 feet) to a point on the low water line of the Scioto River;

Thence along the low water mark of the Scioto River North 24 degrees 27' 58" West a distance of 402.05 feet to a point in the southerly line of a 7.573 acre tract of land (formerly the Conrail Railroad) conveyed to National Lime and Stone Company by deed of record in D.B. 510, Pg. 114;

Thence along the southerly line of the former Conrail Railroad and said 7.573 acre tract North 74 degrees 52' 40" East a distance of 1998.13 feet (passing an iron pin set at 150.00 feet) to a 3/4 inch diameter iron pipe found;

Thence continuing along the southerly line of the former Conrail Railroad and said 7.573 acre tract North 15 degrees 07' 20" West a distance of 20.00 feet to a 3/4 inch diameter iron pipe found;

Thence continuing along the southerly line of the former Conrail Railroad and said 7.573 acre tract North 74 degrees 52' 40" East a distance of 95.02 feet to the True Point of Beginning and containing 15.962 Acres, more or less, of this 2.618 acres are in Farm Lot 13 and 13.344 acres are in Farm Lot 18 and subject to all legal easements, agreements and rights-of-way of record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed by Benchmark Surveying & Mapping Company, LLC in December 2010.

The bearings in this description are based On the Ohio State Plane Coordinate System, North Zone, NAD83 as established by GPS utilizing the Ohio Department of Transportation VRS Network.

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Iron pins set are 5/8" X 30" rebar topped by an orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

Parcel Number: 42012002054000

The above 3 tracts are subject to the following:

Description of a 20 Ft. Wide Ingress-Egress Easement:

Situated in Farm Lot 13 and Farm Lot 18 in Section 1, Township 4 North, Range 20 West, U.S. Military Lands, Scioto Township, Delaware County, State of Ohio and being part of an original 47.892 acre tract of land conveyed to Klondike Partners, Inc. by deed of record in O.R. 176, Pg. 646 in the Delaware County Recorders Office and being more particularly described as follows;

Commencing at a survey nail set at the intersection of the northerly line of Farm Lot 13 with the centerline of Klondike Road (County Road 149);

Thence along the centerline of Klondike Road South 39 degrees 12' 40" East a distance of 257.12 feet to the True Point of Beginning;

Thence continuing along the centerline of Klondike Road South 39 degrees 12' 40" East a distance of 20.00 feet to a point;

Thence South 50 degrees 47' 20" West a distance of 49.74 feet to a point;

Thence North 77 degrees 17' 28" West a distance of 148.00 feet to a point;

Thence North 34 degrees 55' 14" East a distance of 21.60 feet to a point;

Thence South 77 degrees 17' 28" East a distance of 130.09 feet to a point;

Thence North 50 degrees 47' 20" East a distance of 40.00 feet to the True Point of Beginning and containing 0.084 Acres, more or less, and subject to all other legal easements, agreements and rights-of-way or record.

This description was prepared by Daniel L. Quick, Ohio Professional Surveyor Number 7803 from an actual field survey performed by Benchmark Surveying & Mapping Company, LLC in December 2010.

The bearings in this description are based on the Ohio State Plane Coordinate System, North Zone, NAD83 as established by GPS utilizing the Ohio Department of Transportation VRS Network.

Iron pins set are 5/8"x30" rebar topped by an orange plastic identification cap, stamped "Benchmark Surveying & Mapping".

Parcel Numbers: 420-120-02-054-001, 420-120-02-054-000, and 420-120-02-054-002

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Property Address: Klondike Road Lots, Delaware, OH 43015

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**SCHEDULE B - SECTION 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. Payment of the full consideration to, or for the account of, the grantors or mortgagor.
3. Pay the agreed amount for the estate or interest to be insured.
4. Pay the premiums, fees, and charges for the Policy to the Company.
5. 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.
6. When the proposed insured is identified, additional requirements and/or exceptions may be made.
7. Payment of all taxes and assessments, levied and assessed against subject premises, which are due and payable.

**SCHEDULE B - SECTION 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. 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 covered by this Commitment.
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 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. Assessments, if any, not yet certified to the County Auditor.
8. The company does not affirmatively insure the accuracy of the quantity of acreage or square footage in the description set forth in Schedule A hereof.
9. TAXES FOR THE YEAR 2017 AND 2018:

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Assessed in the name of Richard Ashbrook and Ann Ashbrook  
Parcel Number: 420-120-02-054-001  
Physical Street Address: Klondike Road Lots, Delaware, OH 43015.

TOTAL VALUATION: \$8,000.00

Land Value: \$8,000.00, Building Value: \$-0-

CAUV Value: 22,850.00

The taxes for the first installment are in the amount of \$153.34 and are fully paid.  
The taxes for the second installment are in the amount of \$153.34 and are fully paid.

The Total amount due as of the effective date of this report (including delinquencies, penalties and interest, if any) is \$0.00.

The Treasurer has a first lien for taxes in an amount to be determined.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township or other taxing authority.

Taxes for the year 2018 are undetermined and a lien, not yet due and payable.

10. TAXES FOR THE YEAR 2017 AND 2018:

Assessed in the name of Richard Ashbrook and Ann Ashbrook  
Parcel Number: 420-120-02-054-000  
Physical Street Address: Klondike Road Lots, Delaware, OH 43015.

TOTAL VALUATION: \$6,000.00

Land Value: \$6,000.00, Building Value: \$-0-

CAUV Value: 17,140.00

The taxes for the first installment are in the amount of \$115.00 and are fully paid.  
The taxes for the second installment are in the amount of \$115.00 and are fully paid.

The Total amount due as of the effective date of this report (including delinquencies, penalties and interest, if any) is \$0.00.

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The Treasurer has a first lien for taxes in an amount to be determined.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township or other taxing authority.

Taxes for the year 2018 are undetermined and a lien, not yet due and payable.

11. TAXES FOR THE YEAR 2017 AND 2018:

Assessed in the name of Richard Ashbrook and Ann Ashbrook

Parcel Number: 420-120-02-054-002

Physical Street Address: Klondike Road Lots, Delaware, OH 43015.

TOTAL VALUATION: \$8,740.00

Land Value: \$8,740.00, Building Value: \$-0-

CAUV Value: 24,960.00

The taxes for the first installment are in the amount of \$167.53 and are fully paid.

The taxes for the second installment are in the amount of \$167.53 and are fully paid.

The Total amount due as of the effective date of this report (including delinquencies, penalties and interest, if any) is \$0.00.

The Treasurer has a first lien for taxes in an amount to be determined.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township or other taxing authority.

Taxes for the year 2018 are undetermined and a lien, not yet due and payable.

- 12. Subsequent assessments or taxes and any penalties and interest, due to any change in the land usage or loss of exemption.
- 13. Any possible additional tax assessment and any penalties and interest, because of construction and improvements.
- 14. The Policy(s) of insurance may contain a clause permitting arbitration of claims at the

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- request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.
15. Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges (unless required by the Purchase Agreement and/or City Ordinance). The proposed insured is cautioned to obtain the current status of these payments.
  16. Pending disbursement of the full proceeds of the loan secured by the mortgage described in Schedule A, this Commitment insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects, liens or encumbrances on the title, up to the face amount of the Policy. Nothing contained in this paragraph limits any exception or any printed provision of this Commitment.
  17. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
  18. Rights of public to use those portions of subject premises lying within the confines of public roads and highways.
  19. Riparian rights incident to the premises.
  20. 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.
  21. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
  22. Subject to unfiled mechanic's and materialmen's liens which may be filed pursuant to O.R.C. 1311.21(C).
  23. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
  24. Covenants, conditions and restrictions, if any, shown by the public records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or natural origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
  25. Subject to a 50 foot easement to Ohio Edison as depicted on the plat appearing as part of Exhibit B, recorded as part of the deed found in Official Record Book 1058, Page 2133, Delaware County, Ohio records.

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SOURCE OF TITLE:

Being the same property conveyed to Richard Ashbrook and Ann Ashbrook who acquired title by virtue of a deed from Blue Ribbon, LTD, dated August 16, 2013, filed August 20, 2013, recorded as Official Records Volume 1242, Page 1149, Delaware County, Ohio records.

\*\*\*END\*\*\*