

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Old Republic Title Ins Co

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, **Old Republic Title Insurance Company** (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 thirty (30) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

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



Authorized Signature

By  President

Attest  Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic Title Ins Co. 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.



COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements;
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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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.

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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Title Insurance Commitment

By

Old Republic Title Insurance Company

File No.: **22553**

1. Effective Date: **October 25, 2023, at 8:00 am**

2. Policy (or Policies) to be issued:

AMOUNT

a. ALTA Owner's Policy of Title Insurance (6-17-06)

\$TBD

ALTA Homeowner's Policy of Title Insurance (rev. 2-3-10)

Other

Proposed Insured: **TBD**

b. ALTA Loan Policy of Title Insurance (6-17-06)

ALTA Expanded Coverage Residential Loan Policy (2-3-10)

ALTA Short Form Residential Loan Policy - Ohio (5/1/08)

Proposed Insured: its successors and/or assigns as their interests may appear, as defined in the Conditions and Stipulations of this policy.

3. The estate or interest in the land described or referred to in this Commitment is: **Fee Simple**

4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in: **Paul J. Gross and Kirsten J. Gross by that certain instrument recorded on 1/9/2019 at Official Records Volume 217, Page 4557, Fayette County Recorder**

5. The land referred to in this Commitment is described as follows:

Situated in the State of Ohio, County of Fayette, and in the Township of Madison, and being more particularly described in Exhibit A, attached hereto and incorporated herein by reference

Issuing Agent: **Midland Title West, LLC**
Agent ID No.: **1**
Address: **117 West High St., Suite 105**
City, State, Zip: **London, OH, 43140**
Telephone: **(740) 852-3000**

By: _____
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)

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.

Title Insurance Commitment

By

Old Republic Title Insurance Company

File No.: 22553

REQUIREMENTS

The following requirements must be satisfied:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagor, and the payment of the premium due on the title insurance policies to be issued in accordance with this commitment.
2. Instrument(s) in insurable form creating the estate or interest to be insured, must be approved by title company, properly executed, delivered and filed for record.
3. For Lender Title Insurance policies, a properly executed and recordable Mortgage Deed from the legally required owner(s) (with release of dower, if applicable) to proposed Mortgagee insured conveying and/or encumbering the premises described in Schedule A, Item 5, hereof.
4. Properly recorded release(s) of the Property from any mortgage(s) or lien(s) listed in Schedule BII, below.
5. Furnishing to the Closing Agent any documentation required by Title Insurance Agent showing proof of authority for the execution of documents and/or for the determination that a party is in good standing. Closing Agent may require some such documentation to be recorded.

Other Requirements, if any:

6. **Approval of Old Republic Title Insurance Company ("Old Republic") to issue excess risk policy, and furnishing any documentation required by Old Republic.**
7. **Issuing Agent (as set forth in Schedule A) reserves the right to add additional requirement(s) that must be satisfied to issue title insurance policies contemplated hereby.**

Title Insurance Commitment

By

Old Republic Title Insurance Company

File No.: 22553

EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of 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 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 property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness are not hereby insured.
8. INTENTIONALLY BLANK
9. 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 instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy
10. Subject to any of the parties being a debtor or the land being involved in any Bankruptcy proceedings; the land must be released from any such proceeding.
11. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.

12. Taxes:

Parcel Number: 100-012-0-01-035-00

The Fayette County Auditor shows taxes in the name of Paul J. Gross and Kirsten J. Gross. Taxes and assessments for the second half of 2022 are unpaid in the amount of \$0.94. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due including delinquencies, is \$TBD. Taxes for 2022 are now and payable. Taxes for the current year are a lien, but undetermined and not due. The aforementioned parcel number is qualified for the Current Agricultural Use Valuation (CAUV).

Parcel Number: 100-012-0-01-036-00

The Fayette County Auditor shows taxes in the name of Paul J. Gross and Kirsten J. Gross. Taxes and assessments for the second half of 2022 are paid in the amount of \$5.12. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due including delinquencies, is \$NONE. Taxes for 2022 are paid-in-full. Taxes for the current year are a lien, but undetermined and not due. The aforementioned parcel number is qualified for the Current Agricultural Use Valuation (CAUV).

Parcel Number: 100-012-0-00-010-00

The Fayette County Auditor shows taxes in the name of Paul J. Gross and Kirsten J. Gross. Taxes and assessments for the second half of 2022 are paid in the amount of \$20.37. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due including delinquencies, is \$NONE. Taxes for 2022 are paid-in-full. Taxes for the current year are a lien, but undetermined and not due. The aforementioned parcel number is qualified for the Current Agricultural Use Valuation (CAUV).

Parcel Number: 100-012-0-00-009-00

The Fayette County Auditor shows taxes in the name of Paul J. Gross and Kirsten J. Gross. Taxes and assessments for the second half of 2022 are paid in the amount of \$1.67. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due including delinquencies, is \$NONE. Taxes for 2022 are paid-in-full. Taxes for the current year are a lien, but undetermined and not due. The aforementioned parcel number is qualified for the Current Agricultural Use Valuation (CAUV).

Parcel Number: 100-012-0-00-008-00

The Fayette County Auditor shows taxes in the name of Paul J. Gross and Kirsten J. Gross. Taxes and assessments for the second half of 2022 are paid in the amount of \$581.63. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due including delinquencies, is \$NONE. Taxes for 2022 are paid-in-full. Taxes for the current year are a lien, but undetermined and not due. The aforementioned parcel number is qualified for the Current Agricultural Use Valuation (CAUV).

Parcel Number: 100-012-0-00-007-00

The Fayette County Auditor shows taxes in the name of Paul J. Gross and Kirsten J. Gross. Taxes and assessments for the second half of 2022 are paid in the amount of \$940.86. Continuing assessments included in that amount are \$NONE. If the amount due (below) is higher than the taxes and assessments per half, there may be a delinquency; some delinquencies may accrue interest; please check with the County Treasurer.

The total amount of taxes and assessments now due including delinquencies, is \$NONE. Taxes for 2022 are paid-in-full. Taxes for the current year are a lien, but undetermined and not due. The aforementioned parcel number is qualified for the Current Agricultural Use Valuation (CAUV).

13. The title insurance policy or certification will not guarantee the amount of acreage stated in the legal description of the property.
14. Subject to the rights of the public and public authorities to use and regulate the use of any of the land within a road right of way. If a title insurance policy will be issued, the following applies: Although the policy to be issued insures legal access to and from the land (unless otherwise stated), it will not insure the right of the insured to build a driveway connecting to a public highway.
15. Subject to the recoupment of taxes as a result of the land being removed from the County CAUV Program. Farm acreage may be enrolled in other Government Programs (Conservation, Set-aside, Drainage maintenance, etc.) at Federal, State, or Local levels that require repayment/recoupment of benefits if the acreage is not continued on the Government Program. Buyer and/or Lender must inquire and satisfy themselves in regard to the applicability of such other Government Programs. Title Agent, Closing Agent, and Attorney do not assume any liability therefore.
16. Restrictions, easements, and setbacks as shown on the plat (including amendments, if any) of the subdivision containing the land as recorded at the Fayette County Recorder.
17. Subject to the regulation of the governmental entity to approve any alternation(s) to Paint Creek and/or its tributaries.
18. Subject to right(s) of upper and lower riparian owner(s) of Paint Creek, and the uninterrupted, natural flow thereof.
19. The land shall not be deemed to include any part thereof, resulting through the change in the course of Paint Creek occasioned by other than natural causes or by natural cause other than accretion.
20. This policy shall not insure or guarantee riparian rights to Paint Creek and/or its tributaries.
21. Subject to the regulation of the governmental entity to approve any alternation(s) to Wolf Run and/or its tributaries.
22. Subject to right(s) of upper and lower riparian owner(s) of Wolf Run, and the uninterrupted, natural flow thereof.
23. The land shall not be deemed to include any part thereof, resulting through the change in the course of Wolf Run occasioned by other than natural causes or by natural cause other than accretion.
24. This policy shall not insure or guarantee riparian rights to Wolf Run and/or its tributaries.

25. **Subject to an easement for channel purposes to the State of Ohio recorded at Deed Records Volume 144, Page 818, Fayette County Recorder.**
26. **Subject to an easement for highway purposes to the State of Ohio recorded at Deed Records Volume 91, Page 159, Fayette County Recorder.**
27. **Subject to an oil and gas lease to Dublin Energy Corporation recorded at Lease Records Volume 18, Page 569, and subsequent assignment(s) thereof recorded at various references, Fayette County Recorder.**
28. **\$4,280,733.57 commercial open-end mortgage to Farm Credit Mid-America, FLCA, recorded on 9/24/2019 at Official Record Volume 220, page 128, Fayette County Recorder.**
29. **Anything to the contrary notwithstanding, this Policy shall not insure for loss or damage, and the Company shall not be liable for attorneys' fees and defense costs, by reason of any requirement by the County for a new survey and description prior to transfer pursuant to those standards governing conveyances as adopted by Fayette County, as authorized by O.R.C. Sections 319.203 and 315.251.**

End of Schedule

FIRST TRACT: The following real estate situated in the County of Fayette in the State of Ohio and in the Township of Madison and bounded and described as follows:

Being Lot No. 8 of the Hornbeck addition to Madison Mills, Ohio, and bounded and described as follows, Beginning at a stake in the center of Harrison Pike and an alley S. E. corner to the lands owned by Lucy May Smith; thence N. $40^{\circ} 25'$ E. and in the center of said alley 191 feet to a stake in the center of the Jefferson Road in the line of Rebeckey Davis land; thence S. 84° E. with the line of said Rebeckey Davis 84.3 feet to a stake, corner to Lot No. 9 of said Hornbeck's Addition; thence S. $40^{\circ} 34'$ W. with the line of said Lot No. 9, 235.6 feet to a corner of said lot No. 9 in the center of said Harrison Pike to the beginning, containing 54.6 poles of land more or less.

SECOND TRACT:

First Parcel:

The following described real estate situate in the Township of Madison in the County of Fayette and State of Ohio, bounded and described as follows:

Beginning at an iron pin South West corner to R. F. Collins and in the line of a 12 foot outlet to the lands of which this tract is a part; thence with the South line of said Collins, N. $3-1/4^{\circ}$ W. 68.6 feet to a white oak tree, corner to the said Collins; thence with Collin's east line N. 65° W. 119.5 feet to an iron pin corner to the said Collins; thence S. 71° W. 79.2 feet to a stake corner to the said Collins and H. M. Campbell; thence with said Campbell's line, N. 63° W. 99 feet to a post in the south line of the right of way of the B. & O. R. R. and corner to the said Campbell; thence with the South line of the right of way of the B. & O. R. R. N. $42-1/2^{\circ}$ E. 409.86 feet to an iron pin in said right of way, and corner to the grantor; thence S. $3-1/2^{\circ}$ E. 448.8 feet to an iron pin in the East line of said 12 foot outlet & corner to the grantor; thence with the East line of said outlet, N. 81° W. $16-1/2$ feet to the beginning, containing One and Thirty-hundredths (1.30) acres of land and being a part of Survey No. 13567.

Second Parcel:

Beginning at a stone N. $3-1/2^{\circ}$ W. 12 feet from a stake corner to M. Hanna, F. P. Dorn and Kerns Thompson; thence N. $82-1/2^{\circ}$ W. 121 feet to an iron pin corner to the grantor; thence S. $27-1/2^{\circ}$ W. 75.6 feet to a stake corner to Kerns Thompson and B. F. Hughs; thence 82-1/4^o 75.6 feet to a stake corner to F. P. Dorn; thence with the line of said Dorn N. 9° W. 79.7 feet to a stake corner to said Dorn and grantor; thence N. 71° E. 79.2 feet to an iron pin corner to grantor; thence S. 65° E. 119.5 feet to a white oak tree, corner to the grantor; thence S. $3-1/2^{\circ}$ E. 68.6 feet to the beginning, containing forty hundredths (.40) acres of land and being a part of Survey No. 13567.

Save & except therefrom 0.9604 acres + 0.1265 acres in that 0.9604 acres as hereinafter described:

Leaving 0.6031 acres

THIRD TRACT

First Parcel:

The following real estate situate in Madison Township, Fayette County, Ohio, and bounded and described as follows:

Beginning at a iron pin in the center of the Columbus Pike N. E. corner to Scott Davis; thence with the center of said Pike N. 45° E. 20.44 chains to a stone S. E. corner to E. A. Parrott; thence with the west line of said Parrott N. 55° W. 36.61 chains to a stake in the east line of right of way of the B. & O. R. R.; thence with the east line of the right of way of said R. R. S. $42-1/2^{\circ}$ W. 40.57 chains to an iron pin in said right of way of said R. R. and corner to F. P. Dorn; thence with the east line of said Dorn S. $3-1/2^{\circ}$ E. 448.4 feet to an iron pin S. E. corner of said Dorn; thence with Dorn's west line N. $84-1/2^{\circ}$ W. 137.5 feet to a stake corner to R. E. Collins, also the N. W. corner to a 12 foot alley; thence S. $40^{\circ} 34'$ W. 181.1 feet to a stake in the center of the Harrison Pike; thence with the center of said pike S. $52^{\circ} 10'$ E. 30 feet to a stake S. W. corner to Lot No. 8 of the Hornbeck Addition to Madison Mills also in the middle of a 20 foot alley way; thence N. $40^{\circ} 34'$ E. 191.3 feet to a stake N. W. corner to said Lot No. 8; thence with the north line of said Lot S. $84-1/2^{\circ}$ E. 8.43 chains to a stone and Walnut, corner to M. Hanna; thence S. 31° E. 4 chains to a stake corner to Scott Davis; thence with the west line of said Davis N. 43° E. 23.02 chains to the center of a cement post, corner to said Davis; thence with Davis' east line S. 55° E. 24.45 chains to the beginning, containing one hundred six and seventy-four hundredths (106.74) acres of land and being part of Survey No. 7805, 3964 and 13569.

*Save + except 0.1621 acres in tract 0.9041 acres as herein after described
Leaving 106.5779 acres*

Second Parcel:

Beginning at a stake in the south line of the farm of which this subdivision is a part, and southeast corner to Tract No. 3; thence in the original south line S. 31° E. 1359/100 chains to a point in the new turnpike and at an angle in said pike; thence in the center of said pike S. $55-1/2^{\circ}$ E. 4.54 chains to a point in the center thereof and a corner to Jenkins; thence in Jenkins line N. 33° E. 4.10 chains to a corner in the old creek bed; thence with another of the original lines S. $57-1/2^{\circ}$ E. 2.41 chains to a stone; thence N. $33-1/2^{\circ}$ E. 1.14 chains to a stone; thence S. 58° E. 1.47 chains to a stone and stake at a levee; thence N. 34° E. passing a stone on said levee at 3.46 chains, 7.78 chains to a stone on the east bank of the North Fork of Paint Creek and one of the original corners; thence with the original line down said creek S. $40-3/4^{\circ}$ E. 6.42 chains to a stone in the center of said creek and in the center of the Columbus Pike; thence in the center of said pike and south east corner to Tract No. 1; thence with the south line of said Tract No. 1 N. 55° W. (old bearings) 23.88 chains to a stone in said line and N. E. corner to Tract No. 3; thence in the east line of said Tract No. 3, S. 43° W. 27.29 chains to the place of beginning, containing sixty-eight and 39/100 acres (68.39) of land more or less, and a part of Survey No. 13567 and being Tract No. 4 of the subdivision of lands of William and Rebecca Davis by D. R. Jacobs, S. F. C. under date of December 18th, 1907, EXCEPTING THEREFROM the following described tract, to-wit:

BEGINNING at a stake in the center of the Columbus Pike corner to Kerns Thompson and Scott Davis, thence with said Thompson's line N. 55° W. 23.89 chains to a stone corner to said Thompson; thence with another line of said Thompson S. 43° W. 4.27 chains to the center of a cement post in the line of Thompson and corner to Scott Davis; thence a new line S. 55° E. 24.55 chains to a stake in the center of said pike, corner to grantor; the above corner is 32 links south 55° E. 4.23 chains to the beginning, containing ten and twenty-two Hundredths (10.22) acres of land, and being part of Survey No. 13567, and being the same premises conveyed by the said Scott Davis to Kerns Thompson by general warranty deed dated March 19th, 1913, and recorded in Fayette County, Ohio, Deed Records, Vol. 38 page 82.

ALSO EXCEPTING THEREFROM the following described tract:

Beginning at a point in the center of the Harrison Pike at the southeast corner of Leland P. Dorn; thence North 33° East 208.71 feet to a point in said Leland P. Dorn's line; thence North $55-1/2^{\circ}$ West 208.71 feet to a point; thence South 33° West 208.71 feet to a point in the center of the Harrison Pike; thence South $55-1/2^{\circ}$ East 208.71 feet to the beginning; the same containing one acre of land fronting on the Harrison Pike, conveyed to Walter Butcher and Leone Butcher by Warranty Deed dated February 25, 1946 and recorded in Vol. 75, Pages 252-253 Deed Records of Fayette County, Ohio. *Leaving 57.17 acres*

Third Parcel:

Beginning at an iron pin in the center of the Columbus Pike and corner to the grantor, thence with the center of said pike N. 35° E. 1.25 chains to a point in the center of the bridge across North Fork of Paint Creek; thence with the center of said creek N. 47° W. 6.50 chains to a honey locust on the North Bank of said creek corner to the grantee; thence S. $35-1/2^{\circ}$ W. 3.86 chains to a stone in the center of the levee, S. $55-1/2^{\circ}$ E. 2.27 chains to a stone corner to grantor; thence with the center of said levee S. $44-3/4^{\circ}$ E. 3.22 chains to the beginning, containing eighty two hundredths (.82) acres of land be the same more or less, part of R. Armstrong's Survey No. 3964.

All of the above described premises containing 164.5674 acres

FOURTH TRACT:

The following described real estate situate in the Township of Madison, County of Fayette and State of Ohio, bounded and described as follows:

Beginning at a stone in the middle of the Harrison Pike and the southeast corner of the lot owned by the late George Henry, thence N. 40 deg. 34' E. with the line of said George Henry's lot 3.57 chains to a stone, corner to his lot and in the line of land owned by Rebecca Davis; thence S. 83 3/4 deg. E. and with the line of her land 5.43 chains to a stake corner to said Rebecca Davis' land; thence S. 30-3/4 deg. E. and with the line of said Rebecca Davis' land 1.97 chains to a stone corner to the land owned by Margaret P. Noble; thence S. 40 deg. 34' W. with the line of Margaret P. Noble 5.68 chains to a stone corner to her land in the middle of said Harrison Pike; thence N. 52 deg. 10' W. and in the middle of said Harrison Pike 6.36 chains to the beginning, containing Three (3) Acres and 60.3 Poles. Being part of Survey No. 13569.

EXCEPTING FROM THE ABOVE DESCRIBED TRACT the following *four* tracts described as follows:

First Exception: Beginning at a point in the Harrison Road, County Road No. 32, 138.6 feet N. 45 deg. 30' W. of the point in the southerly line of Osie Huffman's property intersects the center line of Harrison Road; thence N. 43 deg. E. 130.5 feet to a stake; thence N. 45 deg. 30' W. 75 feet to an existing post; thence S. 43 deg. W. 130.5 feet along the line of an existing fence to a point in the center of the Harrison Road; thence S. 45 deg. 30' E. 75 feet along the center said road to the place of beginning and there terminate, containing 22/100 acre, more or less. Being the same premises conveyed by Osie T. Huffman to Maude L. Huffman by deed recorded in Deed Record Volume 76, Page 342 Fayette County Recorder's Office.

Second Exception: Beginning at a nail in the centerline of Harrison Road at the most westerly corner of the 0.22 acre tract conveyed to John & Delores Brooks (Deed Book 95, Page 554), said point bears N. 45 deg. 30' W. a distance of 213.60 feet from a nail at the most southerly corner of said 3.38 acre tract; thence N. 45 deg. 30' W. along the centerline of said Harrison Road a distance of 91.00 feet to a nail; thence N. 43 deg. 00' E. along a line parallel to the northwesterly line of said 0.22 acre tract, passing an iron pipe at 23.35 feet, a distance of 159.00 feet to an iron pipe thence S. 45 deg. 30' E. along a line parallel to the centerline of Harrison Road a distance of 91.00 feet to an iron pipe; thence S. 43 deg. 00' W. along a line thru said 3.38 acre tract and along the northwesterly line of said 0.22 acre tract, passing the most northerly corner of said 0.22 acre tract at 28.5 feet and an iron pipe at 138.0 feet, a distance of 159.00 feet to the place of beginning, containing 0.332 acre and subject to all legal highways.

Third Exception: The following described real estate situates in Military Survey 13569, Madison Township, Fayette County, Ohio, and is a part of the 2.828 acre tract conveyed to Leland P. Dorn as described in Deed Book 120, Page 277, Fayette County Recorder's Office:

Beginning at a nail in the centerline of Harrison Road at the most southerly corner of the 0.22 acre tract conveyed to John & Delores Brooks (Deed Book 95, Page 554), said point bears N. 45° 30' W. as measured along the centerline of Harrison Road a distance of 138.60 feet from a nail at the most southerly corner of the 3.38 acre tract as described in said Deed Book 120, Page 277; thence N. 43° 00' E. along the southeasterly line of said 0.22 acre tract a distance of 130.50 feet to the most easterly corner of said 0.22 acre tract; thence N. 45° 30' W. along the northeasterly line of said 0.22 acre tract a distance of 75.00 feet to the most northerly corner of said 0.22 acre tract; thence N. 43° 00' E. along the northwesterly line of said 0.22 acre tract, if extended northeastwardly, a distance of 28.50 feet to an iron pipe; thence S. 45° 30' E. along a line parallel to the centerline of Harrison Road a distance of 95.76 feet to an iron pipe; thence S. 47° 23' W. along a line parallel to the southeasterly line of said 3.38 acre tract, passing an iron pipe at 139.85 feet, a distance of 159.15 feet to a nail in the centerline of Harrison Road; thence N. 45° 30' W. along the centerline of Harrison Road a distance of 8.60 feet to the place of beginning, containing 0.103 acre and subject to all legal highways, conveyed to John and Delores Brook, Vol. 120, Page 479, Deed Records of Fayette County, Ohio.

This is a new Military Survey, dated May 14, 1970, by Gale L. Helms, Reg. Surveyor #4706.

Fourth Exception:

The following described 0.4735 acres is situated in the State of Ohio, Fayette County, Madison Township, V.M.S. 3964, Village of Madison Mills, and being part of a 2.72 Acre Tract (3 Acres and 60.3 poles original) conveyed to Norma Jean Pavlovic, Trustee by Official Record 32 Page 77, and being more particularly described as follows;

Beginning at a concrete nail and washer set in the centerline of Harrison Road (County Road 32) (60 foot right-of-way) at the southernmost corner of said 2.72 acres, said concrete nail also being at the westernmost corner of a 0.52 Acre Tract conveyed to Jon T. and Heather L. Reed by Official Record 55 Page 915;

Thence, with said centerline, North 45 degrees 30 minutes 00 seconds West a distance of 130.02 feet to a PK Nail found at the southernmost corner of a 0.103 Acre Tract conveyed to Tony R. and Linda Landrum by Volume 146 Page 47;

Thence, with the southeast line of said 0.103 acres, North 47 degrees 23 minutes 46 seconds East, passing a 3/4 inch diameter iron pipe found at 19.30 feet, a total distance of 159.15 feet to an iron pin and cap set at the easternmost corner of said 0.103 acres;

Thence, with a new line across said 2.72 acres, South 45 degrees 26 minutes 48 seconds East a distance of 129.59 feet to an iron pin and cap set in the northwest line of said 0.52 acres;

Thence, with said northwest line, South 47 degrees 14 minutes 31 seconds West, passing an iron pin and cap set at 138.99 feet, a total distance of 159.01 feet, returning to the point of beginning, containing 0.4735 acres more or less.

Bearings are based on the centerline of Harrison Road (North 45 degrees 30 minutes West) as described in Volume 146 Page 47.

This deed is subject to and with the benefit of all legal highways, restrictions, easements, limitations, and reservations, of record, if any and to zoning restrictions which have been imposed thereon, if any.

All iron pins set are 5/8 inch diameter rebar with yellow plastic caps stamped "Cottrill 6858."

This description is based on a field survey performed 8 August, 2003 by James R. Cottrill registration #6858. (Job #S030805)

*Further saving & excepting 0.2561 acre in that
0.9061 acres as hereinafter described:*

Exception

The following described 0.9061 acres is situated in the State of Ohio, Fayette County, Madison Township, V.M.S. 3964, the Village of Madison Mills, and being all of a 0.34 acre tract (Tract One), part of a 1.30 acre tract (Second Tract, First Parcel), part of a 0.40 acre tract (Second Tract, Second Parcel), part of a 106.74 acre tract (Third Tract, First Parcel), and part of a 2.725 acre tract (Fourth Tract), all five tracts conveyed to Norma Jean Pavlovic by Volume 181, Page 381, and being more particularly described as follows: Beginning at a railroad spike found in the centerline of Harrison Road (County Road 32) (60 foot right-of-way), said railroad spike being at the westernmost corner of said 106.74 acres and at the southernmost corner of a 0.28 acre tract conveyed to William L. and Nell F. Ooten by Volume 125, Page 433; thence, with the line common to said 0.28 acres and said 106.74 acres and through said 0.40 acres and said 1.30 acres, North 40° 27' 47" East, passing an iron pin and cap set at 25.00 feet, also passing a ¼ inch diameter iron pin found at the easternmost corner of said 0.28 acres at 172.64 feet, also passing a corner common to said 106.74 acres and said 0.40 acres at 187.31 feet, also passing a line common to said 1.30 acres and said 0.40 acres at 284.63 feet, a total distance of 315.04 feet to an iron pin and cap set; thence, with a new line through said 1.30 acres, said 0.40 acres, said 106.74 acres, and said 2.725 acres, South 20° 03' 25" East, passing a line common to said 0.40 acres and said 1.30 acres at 36.09 feet and at 107.51 feet, also passing a line common to said 1.30 acres and said 106.74 acres at 115.68 feet, also passing a line common to said 106.74 acres and said 2.725 acres at 128.96 feet, a total distance of 161.17 feet to a iron pin and cap set; thence, through said 2.725 acres, South 37° 36' 38" West, passing an iron pin and cap set at 207.73 feet, a total distance of 228.82 feet to a concrete nail and washer set in the centerline of said Harrison Road; thence, with said centerline, North 52° 15' 00" West, passing the westernmost corner of said 2.725 acres at 52.87 feet, also passing the westernmost corner of said 0.34 acres at 121.86 feet, a total distance of 151.86 feet, returning to the point of beginning, containing 0.9061 acre more or less, of which 0.3402 acre more or less being all of said 0.34 acre, 0.0112 acre more or less being part of said 1.30 acre, 0.1365 acre being part of said 0.40 acre, 0.1621 acres more or less being part of said 106.74 acre, 0.2561 acre more or less being part of said 2.725 acres, 0.7440 acre more or less being in the Village of Madison Mills, and 0.1621 acre more or less being in Madison Township. Bearings are based on the centerline of Harrison Road (North 52° 15' West) as described in Deed Book 110, Page 428. This deed is subject to and with the benefit of all legal highways, restrictions, easements, limitations, and reservations, of record, if any and to zoning restrictions which have been imposed thereon, if any. All iron pins set are 5/8 inch diameter rebar with yellow plastic caps stamped "Cottrill 6858". This description is based on a field survey performed June 7, 2002, by James R. Cottrill registration #6858.

Exception
Description of a 0.9604 Acre Tract

The following described 0.9604 acres is situated in the State of Ohio, Fayette County, Madison Township, V.M.S. 3964, The Village of Madison Mills, and being part of a 1.30 acre tract (Second Tract, First Parcel), and part of a 0.40 acre tract (Second Tract, Second Parcel), both tracts conveyed to Norma Jean Pavlovic by Volume 181 Page 381, and being more particularly described as follows;

Beginning at a ¾ inch diameter iron pin found at the southernmost corner of said 0.40 acres, said iron pin also being at the northeast corner of a 0.28 acre tract conveyed to William L. and Nell F. Ooten by Volume 125 Page 433 and in the line of a 106.74 acre tract conveyed to Norma Jean Pavlovic by Volume 181 Page 381, said iron pin bears North 40 degrees 27 minutes 47 seconds East a distance of 172.64 feet from a railroad spike found in the centerline of Harrison Road (County Road 32) (60 foot right-of-way) at the southernmost corner of said 0.28 acres, said iron pin being the True Point of Beginning;

Thence, with the north line of said 0.28 acres, North 84 degrees 39 minutes 02 seconds West a distance of 78.16 feet to the southwest corner of said 0.40 acres, also being the southwest corner of a 0.08 acre tract conveyed to William L. and Nell F. Ooten by Volume 125 Page 433;

Thence, with the east line of said 0.08 acres North 08 degrees 16 minutes 28 seconds East a distance of 79.46 feet to a wooden fence post found at the northwest of said 0.40 acres, said wooden fence post also being the northeast corner of said 0.08 acres and at the corner of said 1.30 acres;

Thence, with the north line of said 0.08 acres, North 66 degrees 41 minutes 42 seconds West, passing an iron pin and cap set at the northeast corner of a 0.4137 acre tract conveyed to Randy L. and Angela L. Armentrout by Official Record 57 Page 25 at 24.00 feet, a total distance of 99.95 feet to a point, said point being at the northernmost corner of said 0.4137 acres, said point also being in the southeast right-of-way line of the B and O Railroad, said point bears South 66 degrees 41 minutes 42 seconds East a distance of 0.71 feet from a 3 ½ inch diameter metal fence post found;

Thence, with said southeast right-of-way line, North 39 degrees 48 minutes 56 seconds East a distance of 265.38 feet to an iron pin and cap set;

Thence, with a new line through said 1.30 acres, South 20 degrees 03 minutes 25 seconds East a distance of 235.23 feet to an iron pin and cap set;

Thence, through said 1.30 acres and said 0.40 acres, South 40 degrees 27 minutes 47 seconds West, passing the northeast line of said 0.40 acres at 30.41 feet, also passing the corner of said 106.74 acres at 127.73 feet, a total distance of 142.40 feet, returning to the point of beginning, containing 0.9604 acres more or less, of which 0.7196 acres more or less being part of said 1.30 acres and 0.2408 acres more or less being part of said 0.40 acres.

Bearings are based on the centerline of Harrison Road (North 52 degrees 15 minutes West) as described in Deed Book 110 Page 428

This deed is subject to and with the benefit of all legal highways, restrictions, easements, limitations, and reservations, of record, if any and to zoning restrictions which have been imposed thereon, if any.

All iron pins set are 5/8 inch diameter rebar with yellow plastic caps stamped "Cottrill 6858."

This description is based on a field survey performed June 7 2002 by James R. Cottrill registration #6858. (Job #S020603B)