





### SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. **Deed from Robert C. Nutter and Thelma I. Nutter to TBD at auction conveying the subject property set forth under Schedule A.**
5. Payment of all taxes, assessments and charges levied against subject premises, which are due and payable.
6. Ohio law, effective October 3, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at O.R.C. §5301.256. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.
7. Taxes as to Parcel No.: **K41-409-030000028000**  
First half of Tax Year 2025 in the amount of \$8.55 are paid in full.  
Second half of Tax Year 2025 in the amount of \$8.55 are paid in full.

**ANNUAL TAX AMOUNT: 17.10**

Address: 1.0659 acres, Milton Township, **Custar, OH 43511**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; 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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## SCHEDULE B, PART II—Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and 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. 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 circumstances affecting the title, including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Real estate taxes and municipal charges as follows: Subject to taxes and assessments for the year **2026** and all subsequent years.  
  
Parcel No. **K41-409-030000028000**
10. Coal, oil, natural gas or other mineral interest and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
11. Oil and gas least at Volume 3358, page 21, Wood County Deed Records (includes other lands as well)

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**EXHIBIT A**  
**LEGAL DESCRIPTION**

Situated in the County of Wood and State of Ohio:

See exhibit attached for legal description

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OR 2693 PG 0002

**POGGEMEYER DESIGN GROUP, INC.**  
1168 NORTH MAIN STREET  
BOWLING GREEN, OHIO 43402  
(419) 352-7537

PARCEL 18  
LEGAL DESCRIPTION OF 1.0659 ACRES  
FOR THE WOOD COUNTY COMMISSIONERS

SITUATED IN PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWN 4 NORTH, RANGE 9 EAST, MILTON TOWNSHIP, WOOD COUNTY, OHIO, ALSO KNOWN AS BEING PART OF THE ABANDONED CINCINNATI & LAKE ERIE TRANSPORTATION COMPANY RIGHT-OF-WAY CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF WOOD COUNTY, OHIO IN DEED VOLUME 269, PAGE 56, (HEREINAFTER REFERRED TO AS COMMISSIONERS LANDS), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A R.R. SPIKE FOUND AT THE INTERSECTION OF THE CENTERLINE OF PORTAGE ROAD AND WESTON ROAD AT THE SOUTHEAST CORNER OF SAID SECTION 3;

THENCE N 00DEG 10MIN 32SEC W, ALONG THE CENTERLINE OF SAID WESTON ROAD, BEING THE EAST LINE OF SAID SECTION 3, A DISTANCE OF 1812.01 FEET TO A MAG NAIL SET IN THE WEST RIGHT-OF-WAY LINE OF THE CHESSIE SYSTEM RAILROAD AND THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED;

THENCE S 29DEG 54MIN 04SEC W, ALONG SAID WEST RIGHT-OF-WAY LINE (PASSING THROUGH AN IRON PIN SET AT 59.86 FEET), A DISTANCE OF 552.67 FEET TO AN IRON PIN SET IN THE EAST-WEST HALF QUARTER LINE AT THE NORTHEAST CORNER OF OTHER COMMISSIONERS LANDS;

THENCE N 89DEG 17MIN 14SEC W, ALONG THE EAST-WEST HALF QUARTER LINE AND THE NORTH LINE OF SAID OTHER COMMISSIONERS LANDS, A DISTANCE OF 91.64 FEET TO AN IRON PIN SET AT THE NORTHWEST CORNER THEREOF, BEING THE NORTHEAST CORNER OF LANDS CONVEYED TO ALICE E. THRUSH IN DEED VOLUME 476, PAGE 10 AND THE SOUTHEAST CORNER OF LANDS CONVEYED TO CLARE A. MURPHY, LE AND BERNEDA PETTERSON MURPHY, LE IN DEED VOLUME 482, PAGE 386 AND DEED VOLUME 336, PAGE 470;

OR 2693 PG 0003

THENCE N 29DEG 54MIN 04SEC E, ALONG THE EAST LINE OF SAID MURPHY LANDS, A DISTANCE OF 463.50 FEET TO AN IRON PIN SET AT AN ANGLE POINT THEREIN;

THENCE S 60DEG 05MIN 56SEC E, CONTINUING WITH SAID EAST LINE, A DISTANCE OF 20.00 FEET TO AN IRON PIN SET AT AN ANGLE POINT THEREIN;

THENCE N 29DEG 54MIN 04SEC E, CONTINUING WITH SAID EAST LINE, A DISTANCE OF 237.47 FEET TO A MAG NAIL SET IN THE CENTERLINE OF SAID WESTON ROAD AND THE EAST LINE OF SAID SECTION 3 (PASSING THROUGH AN IRON PIN SET AT 59.86 FEET THEREFROM);

THENCE S 00DEG 10MIN 32 SEC E, ALONG SAID CENTERLINE AND SAID EAST LINE, A DISTANCE OF 119.72 FEET TO THE PLACE OF BEGINNING, CONTAINING 1.0659 ACRES OF LAND, MORE OR LESS, OF WHICH 0.0825 ACRES LIES WITHIN THE ROAD RIGHT-OF-WAY, SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS AND RESTRICTIONS OF RECORDED.

THE BEARINGS REFERRED TO HEREIN ARE BASED UPON AN ASSUMED MERIDIAN AND ARE USED ONLY FOR THE PURPOSES OF ANGULAR MEASUREMENT.

IRON PINS SET ARE 5/8 INCH DIAMETER STEEL REBARS WITH YELLOW PLASTIC CAPS BEARING COMPANY NAME.

WOOD COUNTY TAX PARCEL # K41-409-0300-00-028-000. Old Elec RR SE COR

THIS LEGAL DESCRIPTION IS BASED UPON A LAND SURVEY PERFORMED DURING JULY AND AUGUST OF 2005 BY POGGEMEYER DESIGN GROUP, INC. AND WAS PREPARED BY GUY W. GRIDDALE, PROFESSIONAL SURVEYOR NO. 7579.

*Guy W. Grisdale*  
GUY W. GRIDDALE, PROFESSIONAL SURVEYOR NO. 7579

DATE SEPT. 30, 2005

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TRANSFERRED .50  
THIS CONVEYANCE HAS BEEN EXAMINED AND THE GRANTOR HAS COMPLIED WITH SECTION 319.202 OF THE REVISED CODE

DATE: 9/15/06

FEE EXEMPT E  
MICHAEL SIBBERSEN  
WOOD COUNTY AUDITOR

*Raymond A. Hulse*  
WOOD COUNTY ENGINEER  
DESCRIPTION  
REVIEWED BY: KR 9-15-06

