



*First American*

## Commitment

## Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

**This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.**

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

***First American Title Insurance Company***

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

(This Commitment is valid only when Schedules A and B are attached)

**This jacket was created electronically and constitutes an original document**

**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.

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## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



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# Schedule A

## Commitment for Title Insurance

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**First American Title Insurance Company**

File No.: NCS-914372-TOL

1. Effective Date: June 28, 2018 at 7:30 a.m.

2. Policy or Policies to be issued: Amount

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

Proposed Insured:

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

Proposed Insured:

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

4. [Title to the estate or interest in the Land is at the Effective Date vested in:](#)

Rossford Investment Co., LLC, by Official Record [Volume 2693, Page 261](#) filed on September 15, 2006

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

Situated in the City of Rossford, County of Wood, State of Ohio, described as follows:

THE FOLLOWING REAL ESTATE BEING A PART OF THE NORTH 2/3 OF THE SOUTH 1/2 AND PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWN 4, UNITED STATES RESERVE, CITY OF ROSSFORD, WOOD COUNTY, OHIO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 POST OF SAID SECTION 3, AT A FOUND PK NAIL (WCR);

THENCE S 00DEG 01MIN 28SEC W (REFERENCE BEARING), 2232.00 FEET ON AND ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 3 (ALSO THE CENTERLINE OF LIME CITY ROAD), TO THE NORTHEAST CORNER OF A 27.68 ACRE TRACT OF LAND AS CONVEYED TO WILLIAM J. WOLF, BY INSTRUMENT RECORDED IN [VOLUME 547 OF DEEDS, PAGE 314](#), WOOD COUNTY RECORDS, AT A SET RAILROAD SPIKE;

THENCE N 89DEG 36MIN 22SEC W, 2194.05 FEET ON AND ALONG THE NORTH LINE OF SAID 27.68 ACRE TRACT, BEING 8 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 2/3 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, TO THE PRINCIPAL PLACE OF BEGINNING FOR THE TRACT HEREIN TO BE DESCRIBED;

THENCE CONTINUING N 89DEG 36MIN 22SEC W, 450.18 FEET ON AND ALONG THE NORTH LINE

OF SAID 27.68 ACRE TRACT, TO THE NORTH-SOUTH 1/2 SECTION LINE OF SAID SECTION 3, AT A SET IRON PIN;

THENCE N 00DEG 25MIN 55SEC E, 1889.52 FEET ON AND ALONG SAID 1/2 SECTION LINE, TO THE SOUTHWEST CORNER OF THE N1/4 OF THE N1/2 OF THE SE 1/4 OF SECTION 3, AT A SET IRON PIN;

THENCE S 89DEG 44MIN 47SEC E, 358.87 FEET ON AND ALONG THE SOUTH LINE OF SAID N1/4, TO THE WEST LINE OF A 3.9755 ACRE TRACT OF LAND AS CONVEYED TO ROSSFORD, OHIO TRANSPORTATION IMPROVEMENT DISTRICT, BY INSTRUMENT RECORDED IN [VOLUME 739 OF DEEDS, PAGE 399](#), WOOD COUNTY RECORDS, AT A SET IRON PIN;

THENCE EASTERLY ON AND ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID 3.9755 ACRE TRACT THE FOLLOWING COURSES:

THENCE S 13DEG 42MIN 06SEC W, 117.11 FEET TO A SET IRON PIN;

THENCE S 19DEG 41MIN 38SEC E, 67.61 FEET TO A SET IRON PIN;

THENCE S 73DEG 42MIN 35SEC E, 86.19 FEET;

THENCE S 00DEG 01MIN 28SEC W, 1689.37 FEET TO THE PLACE OF BEGINNING; ENCLOSING AN AREA OF 18.8416 ACRES OF LAND, MORE OR LESS. SUBJECT TO ALL LEGAL HIGHWAYS.

EXCEPTING THEREFROM:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWN 4, UNITED STATES RESERVE, CITY OF ROSSFORD, WOOD COUNTY, OHIO, BEING PART OF WOOD COUNTY TAX PARCEL NUMBERS T68-400-030000010003, AS CONVEYED BY DEED [740-8](#) AND DEED [740-13](#); AND T68-400-030000010004, AS CONVEYED BY DEED [757-888](#) AND DEED [763-126](#); AND T68-400-030000039500, AS CONVEYED BY DEED [751-464](#), DEED [751-475](#) AND DEED [751-482](#), AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 POST OF SAID SECTION 3, AT A FOUND P.K. NAIL;

THENCE SOUTH 00°01'28" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 3 AND THE CENTERLINE OF LIME CITY ROAD, A DISTANCE OF 436.00 FEET TO A FOUND RAILROAD SPIKE, SAID SPIKE BEING AT THE EASTERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY OF ARENA DRIVE;

THENCE NORTH 89°44'47" WEST AND ALONG THE SOUTHERLY RIGHT OF WAY OF ARENA DRIVE, A DISTANCE OF 1408.90 FEET TO A FOUND CAPPED IRON ROD AT THE BEGINNING OF A POINT OF CURVATURE;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY ON A TANGENT CURVE TO THE RIGHT, WITH A DELTA ANGLE OF 13°26'54", AN ARC LENGTH OF 347.94 FEET, A RADIUS OF 1482.39 FEET, A CHORD LENGTH OF 347.14 FEET, AND A CHORD BEARING OF NORTH 83°01'21" WEST, TO A FOUND CAPPED IRON ROD;

THENCE NORTH 76°17'54" WEST ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 518.21 FEET TO A FOUND CAPPED IRON ROD AT THE NORTHEAST CORNER OF A PARCEL OF LAND RECORDED IN DEED [740-13](#) OF WOOD COUNTY RECORDS, AND THE POINT OF BEGINNING;

THENCE SOUTH 13°42'06" WEST ALONG THE EASTERLY LINE OF SAID RECORDED PARCEL AND CONTINUING ALONG THE EASTERLY LINE OF PARCELS RECORDED IN DEED [757-888](#) AND [751-475](#) OF WOOD COUNTY RECORDS, AT THE SAME BEARING, FOR A TOTAL DISTANCE OF 180.00 FEET TO A FOUND CAPPED IRON ROD;

THENCE NORTH 89°44'47" WEST ALONG A LINE PARALLEL TO THE SOUTHERLY LINE OF AFORESAID PARCEL RECORDED IN DEED [757-888](#), A DISTANCE OF 186.00 FEET TO A SET CAPPED IRON ROD;

THENCE NORTH 00°25'55" EAST, A DISTANCE OF 229.39 FEET TO A SET CAPPED IRON ROD ON THE SOUTHERLY RIGHT OF WAY OF ARENA DRIVE;

THENCE SOUTH 76°17'54" EAST ALONG THE SOUTHERLY RIGHT OF WAY OF ARENA DRIVE, A DISTANCE OF 233.55 FEET TO THE POINT OF BEGINNING; CONTAINING 0.9723 ACRE OF LAND, MORE OR LESS, OF WHICH 0.1323 ACRE IS IN PARCEL NO. T68-400-030000010003, 0.3185 ACRE IS IN PARCEL NO. T68-400-030000010004, AND 0.5215 ACRE IS IN PARCEL NO. T68-400-030000039500.

PARCEL NO. T68-400-030000039500

Issuing Agent: First American Title Insurance Company National Commercial Services

Agent ID No.: NCS-914372-TOL

Address: Four SeaGate, Suite 101

City, State, Zip: Toledo, OH 43604

Telephone: (419)720-2540

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# Schedule BI

## Commitment for Title Insurance

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**First American Title Insurance Company**

File No.: NCS-914372-TOL

### **REQUIREMENTS**

The following requirements must be satisfied:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed, delivered and filed for record.
2. Payment of the agreed amounts for the interest in the land and/or the mortgage to be insured.
3. Payment of the premium, fees and charges required for the issuance of the title policy or policies to be issued.
4. Receipt of an Owner's Affidavit acceptable to the Company if standard exceptions are to be deleted from the policy or policies to be issued.
5. Receipt and review of an acceptable survey of the subject premises if the standard survey exception is to be deleted, and if certain endorsements are requested. The Company reserves the right to make additional exceptions and/or requirements following the review of said survey.
6. Submit to the Company the proper authority documents authorizing the transfer of interest of the parties and/or entities involved in this transaction.
7. Submit to the Company documents properly executed by the entity or entities to be determined for the transfer of the interest or interests to be insured hereunder.
8. A completed DTE 100 Form, or DTE 100EX Form if applicable, signed by the Grantee, must be presented with any deed or 99-year lease to be recorded for the purpose of paying the transfer tax or being exempted therefrom. An acceptable supporting affidavit must be presented with a DTE 100EX Form.
9. Approval of the County Auditor/Engineer of the legal description prior to deed transfer.
10. The Company may make additional exceptions and/or requirements upon (a) its review of the documents creating the estate or interest to be insured; (b) its review of other documentation pertinent to this transaction; and (c) ascertaining other details of the transaction.



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## Schedule BII

## Commitment for Title Insurance

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**First American Title Insurance Company**

File No.: NCS-914372-TOL

### 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 the 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. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
7. 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 pursuant to Ohio Revised Code Section 1509.31(D).
8. 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 but not limited to 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.
9. 2017 Tax Duplicate for Parcel Number T68-400-030000039500;

The first half tax in the amount of **\$13,044.61**, including current assessments, if any, is **Paid**.

The second half tax in the amount of **\$13,044.59**, including current assessments, if any, is **Not**

**Paid.**

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **\$13,044.59**.

Assessed Values:

Land: \$115,470 Building: \$-0- Total: \$115,470

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable.

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. The proposed insured is cautioned to obtain the current status of these payments.

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 but not limited to 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.

Current Assessments for TID Roadway Rossford Project No. 31-220 and Ditch 2395 Maintenance Lake Township Project No. 12-022 (Included in tax amounts): 1st half: \$8,091.62 - 2nd half: \$8,091.60

10. Mortgage Deed from Rossford Investment Company, LLC, to Charles J. Ruma, in the amount of \$525,000.00, recorded September 17, 2010 in Official Record [Volume 2997, Page 851](#). (Covering caption)
11. Caption premises does not abut upon a street dedicated to public use.
12. Easement granted to The Toledo Edison Company, recorded in Deed Volume 224, Page 56.
13. Right of Way granted to Sinclair Refining Company, recorded in Deed [Volume 265, Page 36](#).
14. Right of Way granted to Columbia Gas of Ohio, Inc., recorded in Deed [Volume 470, Page 472](#).
15. Easement granted to The Toledo Edison Company, recorded in Deed [Volume 476, Page 142](#).
16. Recital setting forth that "caption premises cannot be sold independently without the approval of the City of Rossford", disclosed in General Warranty Deed recorded in Deed [Volume 751, Page 482](#).
17. Access Easement as disclosed in Official Record [Volume 2693, Page 261](#).
18. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.





## Privacy Information

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain