



ALTA 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

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5. LIMITATIONS OF LIABILITY

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

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

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

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

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

8. PRO-FORMA POLICY

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

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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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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **Kenneth J. Molnar**
Issuing Office: **21 Middle Street, Galena, Ohio 43021**
Issuing Office's ALTA® Registry ID: **1046485**
Loan ID Number: **N/A**
Commitment Number: **26-103**
Issuing Office File Number: **26-103**
Property Address: **County Road 175**
Revision Number:

SCHEDULE A

1. Commitment Date: **February 5, 2026 at 7:00 a.m.**
2. Policy to be issued:
 - a. X ALTA® Owners Policy
Proposed Insured: **TBD**
Proposed Amount of Insurance: **\$TBD**
The estate or interest to be insured: **Fee Simple**
 - [b. _____ ALTA® _____ Policy
Proposed Insured: **N/A**
Proposed Amount of Insurance: **\$**
The estate or interest to be insured:
 - [c. _____ ALTA® _____ Policy]
Proposed Insured:
Proposed Amount of Insurance: **\$**
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**
4. The Title is, at the Commitment Date, vested in: **Merritt K. Kracker, Successor Trustee of the Nancy L. Liming Family Trust Agreement UTA 5/24/204 (OR 387, Page 243)**
5. The Land is described as follows: **Situated in the State of Ohio, County of Sandusky, and Township of Green Creek, bounded and described as follows:**

SEE ATTACHED LEGAL DESCRIPTION

First American Title Insurance Company

By: Kenneth J. Molnar
Authorized Signatory

Issuing Agent: **Kenneth J. Molnar**
Agent ID No.: **12317067**
Address: **21 Middle Street**
City, State, Zip: **Galena, Ohio 43021**
Telephone: **740-965-3900**

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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. **Fiduciary Deed and/or Warranty Deed from Merritt K. Kracker, Successor Trustee of the Nancy L. Liming Family Trust Agreement UTA 5/24/2024 to the successful purchaser at auction conveying fee simple title of the premises described as Schedule A herein.**
 - B. **Payment of all real estate taxes so they are current together with any penalties and interest.**
5. **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 violation of this law is excluded from coverage under the terms of a title insurance policy.**

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 conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.

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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. **No liability is assumed for any special assessments, other than as would be reflected by the County Treasurer's Tax Duplicate.**
10. **This Commitment does not insure the amount of land contained in the premises.**
11. **If there is a Homeowners Association affecting the property where dues may be imposed, the Company assumes no responsibility for ascertaining the status of these charges.**
12. **Property address and/or tax parcel identification number shown herein are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.**
13. **Rights of the Public to use those portions of the subject premises lying within the bounds of any legal highway.**
14. **Delinquent sewer bills, water bills, charges for weed cutting, clearing up trash and other nuisance abatement charges may become a lien on the 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 charges, if any.**
15. **Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.**
16. **OR 34, Page 2162: Right-of-Way Easement in favor of Northern Ohio Rural Water Co.**
17. **OR 34, Page 2163: Right-of-Way Easement in favor of Northern Ohio Rural Water Co.**
18. **OR 177, Page 2482: Pipeline Easement in favor of Kinder Morgan Utopia, LLC, a Delaware Limited Liability Company.**
19. **Tax Information: Subject real estate is one parcel under 3 Tax ID Numbers:**

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A. Parcel No. 06-26-00-0025-00. Valuations: Land: \$130,240.00 Buildings: \$0.00 Total: \$130,240.00. Taxes for the first half year 2025 in the amount of \$70.32 are paid. There is an unpaid delinquency in the amount of \$6,499.24 which includes a penalty in the amount of \$70.32 and is unpaid. Taxes for the second half in the amount of \$6,499.24 are not yet due, unpaid and a lien. Taxes for the calendar year 2026, amount undetermined, are unpaid and a lien.

B. Parcel No. 06-26-00-0026-00. Valuations: Land: \$184,350.00 Buildings: \$0.00 Total: \$184,350.00. Taxes for the first half year 2025 in the amount of \$95.13 are paid. There is a delinquency in the amount of \$9,511.19 which includes a penalty in the amount of \$95.13 and is unpaid. Taxes for the second half year 2025 in the amount of \$9,511.19 are yet due, unpaid and a lien. Taxes for the calendar year 2026, amount undetermined, are unpaid and a lien.

C. Parcel No. 06-35-00-0005-00. Valuations: Land: \$31,820.00 Buildings: \$0.00 Total: \$31,820.00. Taxes for the first half year 2025 in the amount of \$7.76 are paid. There is a delinquency in the amount of \$2,064.92 which includes a \$7.76 penalty and is unpaid. Taxes for the second half year in the amount of \$2,064.92 are not yet due, unpaid and a lien. Taxes for the calendar year 2026, amount undetermined, are unpaid and a lien.

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LEGAL DESCRIPTION

Liming

Job No. 25-123

161.977 Acres
Retracement Survey

Situated in the Township of Green Creek, County of Sandusky, State of Ohio and being part of the NW1/4 and SW1/4 of Section 26, T4N, R16E and part of the NW1/4 of Section 35, T4N, R16E, and being all of a 160.86 acre tract of land conveyed Jason L. Liming, Trustee, as described in OR 321, Page 928 of the Sandusky County Official Records, a tract of land bounded and described as follows;

Beginning at a 1/2" pin found with Kusmer cap marking the southwest corner of said Section 26 and the northwest corner of said Section 35;

thence along the west line of the SW1/4 of said Section 26, N00°23'21"E, a distance of 2652.37 feet to a 1/2" iron pin found with Kusmer cap marking the W1/4 of said Section 26;

thence along the west line of the NW1/4 of said Section 26, N00°00'18"E, a distance of 2258.66 feet to an iron pin set marking the southwest corner of a 12 acre tract of land conveyed to Donald J. Kerlin and Judy A. Kerlin, as described in OR 196, Page 2876 of the Sandusky County Official Records;

thence along the south line of said 12 acre tract, N88°55'43"E, a distance of 1334.14 feet to an iron pin set on the east line of the W1/2 of the NW1/4 of said Section 26, also being the west line of a 132.4379 acre tract of land conveyed to John H. Miller, as described in OR 126, Page 319 of the Sandusky County Official Records;

thence along the east line of the W1/2 of the NW1/4 of said Section 26, also being the west line of said 132.4379 acre tract, S00°08'53"W, a distance of 2272.71 feet to a point;

thence along the east line of the W1/2 of the SW1/4 of said Section 26, also being the west line of said 132.4379 acre tract, S00°20'21"W, a distance of 2119.14 feet to a south corner of said 132.4379 acre tract, referenced by a 5/8" iron pin with Kusmer cap 0.32 feet north of said point;

thence along the south line of said 132.4379 acre tract, S86°14'05"E, a distance of 374.22 feet to a south corner of said 132.4379 acre tract, referenced by a 5/8" iron pin with Kusmer cap, 0.18 feet north of said point;

thence along the west line of said 132.4379 acre tract, S00°20'21"W, a distance of 153.78 feet to the centerline of County Road 175 (60'R/W), passing a 5/8" iron pin found with Kusmer cap at 113.74 feet, and referenced by a mag nail found 0.18 feet north of said point;

thence along the centerline of said County Road 175, S49°03'21"W, a distance of 363.55 feet to a monument box found marking the southeast corner of a 5.340 acre tract of land conveyed to Nancy Z. Elder, as described in OR 163, Page 2862 of the Sandusky County Official Records;

thence along the east line of said 5.340 acre tract, N37°48'05"W, a distance of 506.28 feet to a bent 3/4" pinched iron pipe found marking the northeast corner of said 5.340 acre tract;

thence along the north line of said 5.340 acre tract, S52°11'55"W, a distance of 459.45 feet to a 3/4" pinched iron pipe found marking the northwest corner of said 5.340 acre tract;

thence along the west line of said 5.340 acre tract, S37°48'05"E, a distance of 506.81 feet to a mag nail set on the centerline of said County Road 175, passing a 2" iron pipe post found at 474.81 feet;

thence along the centerline of said County Road 175, S52°07'59"W, a distance of 1253.87 feet to a 3/4" iron pin found in a monument box marking a PI of said County Road 175;

DESCRIPTION APPROVED

(ORIGINAL STAMPED IN RED INK)

TAX MAPS/GIS

thence continuing along the centerline of said County Road 175, S48°00'23"W, a distance of 90.69 feet to a mag nail found on the west line of the NW1/4 of said Section 35;

thence along the west line of the NW1/4 of said Section 35, N00°40'37"W, a distance of 984.90 feet, passing a 5/8" iron pin with Kusmer cap at 39.94 feet, to the Point of Beginning, containing 161.987 acres of land, more or less, of which 1.156 acres lie in the road right-of-way, subject however to all legal highways and prior easements of record.

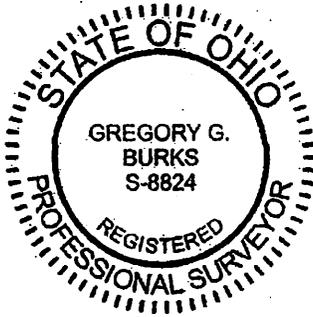
The above legal description is based upon a field survey performed by Gregory G. Burks, P.S. 8824, in November, 2025. The bearings in this legal description are based upon the Ohio County Coordinate System, Sandusky County Low Distortion Projection. All iron pins described as set are 5/8" diameter rebar, 30" long, with caps stamped "Burks PS 8824".

Tax Parcel 06-26-00-0025-00 (69.231 Ac.)

Tax Parcel 06-26-00-0026-00 (79.031 Ac.)

Tax Parcel 06-35-00-0005-00 (13.725 Ac.)

Date: November 3, 2025



A handwritten signature in black ink, appearing to read "Gregory G. Burks".

Gregory G. Burks, P.S.
Professional Surveyor #8824
Burks Engineering & Surveying, LLC

DESCRIPTION APPROVED

(ORIGINAL STAMPED IN RED INK)

TAX MAPS/GIS