



**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 EXTRACONTRACTUAL 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:

Issuing Office's ALTA® Registry ID:

Loan ID Number: **TBD**

Commitment Number: **24-104**

Issuing Office File Number: **24-104**

Property Address: **6551 Lock Road (13.391 Acres, More or Less), Centerburg, Ohio 43011**

Revision Number:

**SCHEDULE A**

1. Commitment Date: **January 23, 2024 at 7:00 a.m.**
2. Policy to be issued:
  - a.        ALTA® Owners Policy  
Proposed Insured: **TBD**  
Proposed Amount of Insurance: **\$TBD**  
The estate or interest to be insured:
  - [b.        ALTA®        Policy  
Proposed Insured:  
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: **Maria Ann Huff (Volume 1982, Page 950)**
5. The Land is described as follows: **Situated in the State of Ohio, County of Knox, Township of Milford, bounded and described as follows:**

**SEE ATTACHED LEGAL DESCRIPTION**

**13.391 Acres, More or Less**

**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. **General Warranty Deed from the record title owner to the proposed owner insureds conveying fee simple title of the premises described as Schedule A herein.**
  - B. **Verification by County Engineer's Map Department regarding Legal Descriptions as they exist.**
  - C. **Access Easement.**

### 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.
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.

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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. **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.**
17. **Tax Information: This parcel is part of Parcel No. 43-00225.000 (99.9540 Acres). Valuations: Land: \$247,930.00 Buildings: \$25,190.00 Total: \$273,120.00. Taxes for the first half year 2023 in the amount of \$2,525.64 are due by 2/16/2024. Taxes for the second half year 2023 in a like amount are not yet due, unpaid and a lien. There is a Muskingum Watershed Assessment in the amount of \$1.00 for each half and is unpaid. The premises is under CAUV. Taxes for the year 2024, amount unknown, are unpaid and a lien.**

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# Tracy & Mills, Surveyors

Thomas M. Tracy, P.S. 1941-2002  
David R. Mills, P.S. 7157  
Amy Bernicken, P.S. 8571

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## LEGAL DESCRIPTION FOR:

Maria Ann Huff  
13.391 ACRES  
November 2023

The following real estate situate in Lot 19, Quarter 3, Township 5 North, Range 14 West, Milford Township, U.S.M.L., Knox County, Ohio and being described as follows:

Commencing at a cotton gin spike set on the Knox - Licking County Line in the centerline of Lock Road (County Road 53) (30') at the southwest corner of Lot 19;

thence along the Knox - Licking County Line in the centerline of Lock Road South 86 deg. 47' 12" East 184.09 feet to the northeast corner of a 8.150 acre tract (Licking County), witnessed by a  $\frac{3}{4}$ " iron pipe found South 3 deg. 20' 57" West 30.00 feet;

thence continuing along the Knox - Licking County Line in the centerline of Lock Road South 86 deg. 44' 30" East 224.00 feet and being the southwest corner and beginning point of the tract herein described;

thence North 2 deg. 46' 48" East, passing through a  $\frac{5}{8}$ " iron pin set at 30.00 feet, a total of 1014.00 feet to a  $\frac{5}{8}$ " iron pin set;

thence South 88 deg. 12' 45" East 403.88 feet to a  $\frac{5}{8}$ " iron pin set;

thence South 5 deg. 56' 06" East 236.64 feet to a  $\frac{5}{8}$ " iron pin set;

thence South 38 deg. 23' 36" East 316.03 feet to a  $\frac{5}{8}$ " iron pin set;

thence South 3 deg. 03' 04" West, passing through a  $\frac{5}{8}$ " iron pin set at 524.60 feet, a total of 554.60 feet to the centerline of Lock Road on the Knox - Licking County Line;

thence along said line North 86 deg. 44' 30" West 645.12 feet to the point of beginning, containing 13.391 acres, as surveyed in November 2023 by Tracy & Mills, Surveyors, 10 E. Vine Street, Mount Vernon, Ohio, David R. Mills, Surveyor #7157, Ohio. North



# Tracy & Mills, Surveyors

Thomas M. Tracy, P.S. 1941-2002  
David R. Mills, P.S. 7157  
Amy Bernicken, P.S. 8571

based on the Ohio State Coordinate System, South Zone. Note: Iron pins set are 5/8" x 30" rebar with plastic cap stamped Tracy and Mills.

Also granting to said 13.391 acres a 30' Ingress and Egress Easement and being described as follows;

Commencing in the centerline of Lock Road at the southeast corner of the above described 13.391 acres;

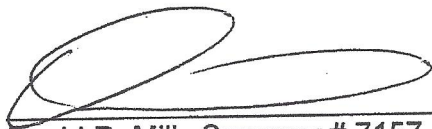
thence along the centerline of Lock Road South 86 deg. 44' 30" East 437.95 feet and being the beginning point and being 15 feet on each side and parallel to the following described centerline;

thence North 42 deg. 35' 38" West 205.31 feet;

thence North 33 deg. 24' 40" West 309.36 feet;

thence North 37 deg. 51' 14" West 163.87 feet to the east line of said 13.391 acres and the end of said easement;

Being part of Parcel # 43-00225.000. Deed Volume 1982, Page 950.



David R. Mills Surveyor # 7157  
Date: November 15, 2023



DAVID R. MILLS, PS 7157

AMY BERNICKEN, PS 8571

Tele: 740-397-8324  
Fax: 740-397-5910

TRACY & MILLS, SURVEYORS

10 East Vine Street, P.O. Box 642  
Mount Vernon, Ohio 43050  
e-mail: tracyandmills@aol.com

FLOYD W. BARNES PS  
1921-2018

THOMAS M. TRACY, PS  
1941-2002

SURVEY FOR:

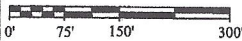
Maria Ann Huff. Deed Volume 1982, Page 950.

LOCATION:

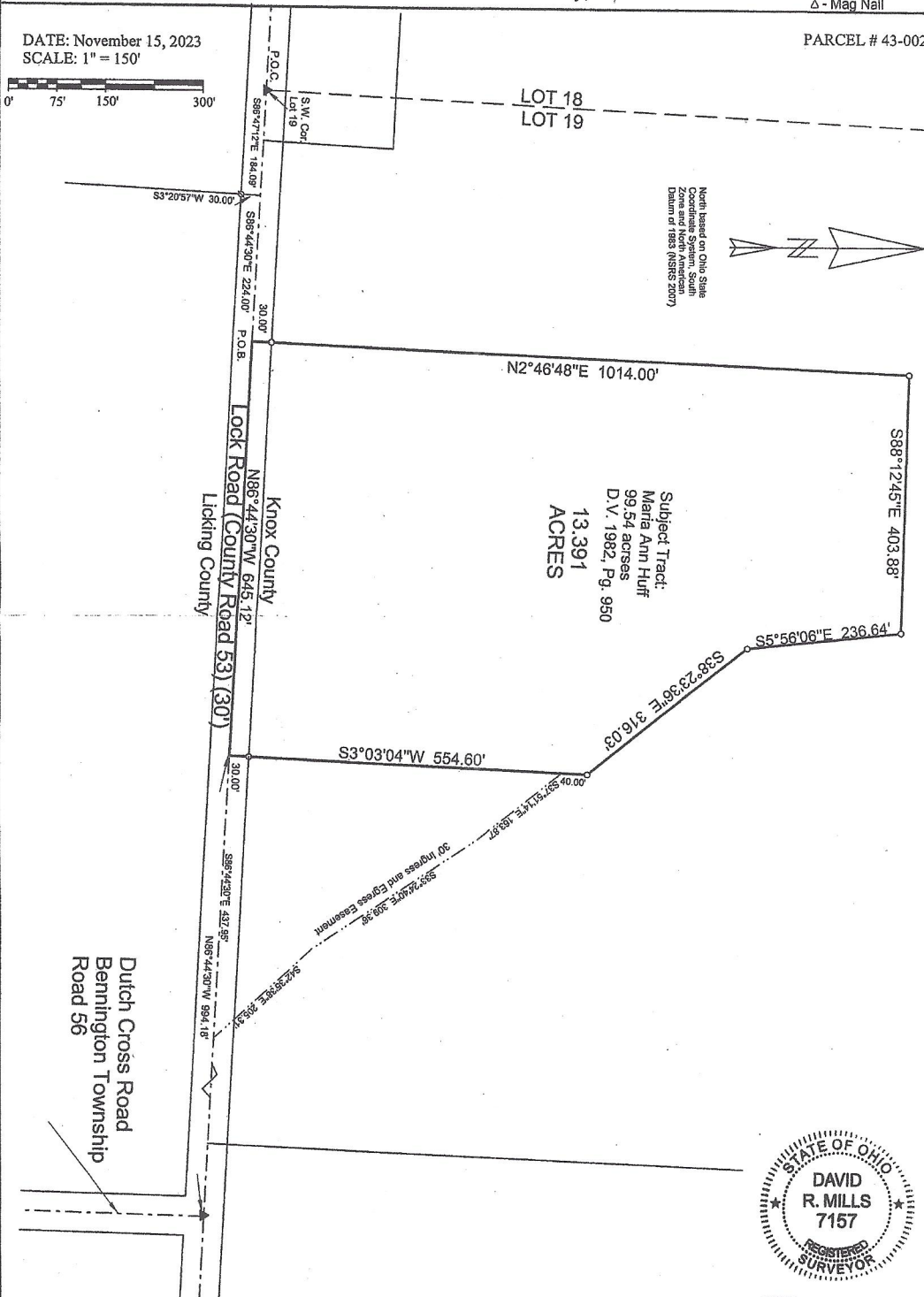
Part of Lot 19, Quarter 3, Township 5 North, Range 14 West,  
Milford Township, U.S.M.L., Knox County, Ohio

- - Iron Pin Set ( 5/8" x 30")
- - Capped Tracy & Mills
- - 5/8" Iron Pin Found
- ▲ - Cotton Gin Spike Set
- ⊗ - 3/4" Iron Pipe Found
- △ - Mag Nail

DATE: November 15, 2023  
SCALE: 1" = 150'



PARCEL # 43-00225.000



Subject Tract:  
Maria Ann Huff  
99.54 acres  
D.V. 1982, Pg. 950  
13.391  
ACRES



CERTIFICATION: We hereby certify that the foregoing survey was prepared from actual field measurements, in accordance with Chapter 4733-37, Ohio Administration Code.

David R. Mills, Surveyor # 7157  
Amy Bernicken Surveyor # 8571