



First American Title™

OTIRB Commitment for Title Insurance  
Ohio - 2021 v. 01.00 (07-01-2021)

**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:   
Sally F. Tyler, President

By:   
Lisa W. Cornehl, Secretary

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Form 50202839 (3-13-23)



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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.

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**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.

**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.

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**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.

**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: Omni Title LLC

Issuing Office: 100 South 4th Street, Suite 110  
Columbus, OH 43215

Issuing Office's ALTA® Registry ID: 1132097

Loan ID Number:

Commitment Number: Pre-2025-243

Issuing Office File Number: Pre-2025-243

Property Address: 0 Egypt Pike OH, New Holland, OH 43145

Revision Number:

**SCHEDULE A**

1. Commitment Date: December 1, 2025 at 08:00AM
2. Policy to be issued:
  - a. 2021 ALTA Owner's Policy  
Proposed Insured: TBD TBD  
Proposed Amount of Insurance: \$  
The estate or interest to be insured: Fee Simple
  - b. 2021 ALTA Loan Policy  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured: Fee Simple
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:  
Tootle Cook Farm LLC, an Ohio limited liability company
5. The Land is described as follows:  
*See Exhibit A attached hereto and made a part hereof.*

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Ohio - 2021 v. 01.00 (07-01-2021)

**OMNI TITLE LLC**

100 South 4th Street, Suite 110, Columbus, OH 43215  
Telephone: (614) 444-7787

Countersigned:

By: \_\_\_\_\_

**Authorized Signatory**

Michael J. Sikora III  
Omni Title LLC, License #31213

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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.

Duly authorized and executed Deed from Tootle Cook Farm, LLC an Ohio limited liability company, to the proposed insured.

Duly authorized and executed Mortgage from TBD TBD, to \_\_\_\_\_, securing its loan in the amount of \$\_\_\_\_\_.

5. Submit to Omni Title LLC the following documents with respect to Tootle Cook Farm LLC, an Ohio limited liability company, an Ohio limited liability company:
  - a) A copy of the Articles of Organization and all Amendments thereto filed with the Ohio Secretary of State;
  - b) A copy of the Operating Agreement and all Amendments thereto with the Roster of Member(s);
  - c) A Member Resolution authorizing the Member(s)/Manager(s) to execute all necessary documents on behalf of Tootle Cook Farm LLC, an Ohio limited liability company, an Ohio limited liability company, including but not limited to the {purchase agreement, deed, mortgage, loan documents} and closing documents;
  - d) A Certificate of Good Standing issued by the Ohio Secretary of State within 30 days prior to closing.

NOTE: If Tootle Cook Farm LLC, an Ohio limited liability company, an Ohio limited liability company is owned by another legal entity, then submit to the Company the formation documents of the parent company, and at that time additional exceptions and/or requirements may be made.

6. Real Estate Taxes are subject to recoupment for the credit given under Current Agricultural Use Valuation (CAUV) and the County will require an executed DTE 102 Statement of Conveyance of Current Agricultural Use Valuation Property at time of transfer.
7. Proper showing that the Deed set forth below was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described therein: Fiduciary Deed recorded June 10, 2022 as [Volume 561, Page 2195](#) of Official Records from Richard H. Tootle and Dianna Tootle Ludden, Co-Trustees of the Tootle Revocable Trust dated December 29, 2000, Grantor, to Tootle Cook Farm LLC, an Ohio limited liability company, Grantee.

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8. Proper showing that the Deed set forth below was an absolute conveyance for value and that there are no other agreements, oral or written, regarding the ownership or occupancy of the land described therein: Warranty Deed recorded June 10, 2022 as [Volume 561, Page 2198](#) of Official Records from Peggy H. Cook, not married, Grantor, to Tootle Cook Farm LLC, an Ohio limited liability company, Grantee.
9. 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.
10. A survey satisfactory to the Company be provided, if survey exceptions are to be deleted.
11. If a Zoning Endorsement is requested, the following is required, A letter from Planning and Zoning and an ALTA/NSPS survey setting forth items 2 (b) (i-v) from the endorsement and surveyor's certification that there are no violations.
12. Engineer's Approval: if the insured legal description is a metes and bounds legal description it must be approved by the Ross County Engineer's Office and attached to the instrument of conveyance prior to recording.

NOTE: FAILURE TO ATTACH THE COUNTY APPROVED LEGAL DESCRIPTION TO THE INSTRUMENT OF CONVEYANCE MAY CREATE A SUBSTANIAL DELAY IN RECORDING.

13. The Company reserves the right to amend, alter, modify, add and delete requirements and exceptions as the full details of the transaction are provided; and title updates are completed.

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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 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.
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.

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**9. Taxes and Assessments for the year 2024:**

Assessed in the name of: Tootle, Richard H & Ludden, Dianna Tootle Co-Trustees and Cook, Peggy H  
Parcel No.: 090707026000

First half taxes in the amount of \$1,850.99 , including current assessments, if any, is PAID.

Last half taxes in the amount of \$1,850.99 , including current assessments, if any, is PAID.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$94,510.00

Improvements: \$9,520.00

Total: \$104,030.00

Taxes and Assessments for the year 2025 and subsequent years are a lien, not yet due or payable

NOTE: A search for uncertified special tax assessments has not been performed.

NOTE: The above parcel is subject to Current Agricultural Use Valuation Recoupment. CAUV Value \$94,510.00

- 10. Right of way easement in favor of Ohio Midland Light and Power Company Dated: May 16, 1951  
Recorded: June 11, 1951 Instrument No.: [Book 9, Page 49](#) . Subject to the terms and conditions thereof.**
- 11. The effect of a Deed from Richard H. Tootle and Dianna Tootle Ludden, Co-Trustees of the Tootle Revocable Trust dated December 29, 2000 to Tootle Cook Farm LLC, an Ohio limited liability company recorded in Official Record [Volume 561, Page 2195](#) .**
- 12. The effect of a Deed from Peggy H. Cook, not married to Tootle Cook Farm LLC, an Ohio limited liability company recorded in Official Record [Volume 561, Page 2198](#) .**
- 13. Rights of Public and others entitled thereto in and to the use of that part of the insured premises within the bounds of Egypt Road.**

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File No.: Pre-2025-243

The Land referred to herein below is situated in the County of Ross, State of Ohio, and is described as follows:

Situated in the Township of Deerfield in the County of Ross and the State of Ohio, bounded and described as follows:

Beginning at a stone in the center of the Egypt Road;

Thence South 22 degrees 45 minutes West 142 rods 7 links to a stone;

Thence South 67 degrees 45 minutes East 173 rods 20 links to a stone;

Thence North 22 degrees 10 minutes East 98 rods 10 links to a stone in the Egypt Road;

Thence with and along the said Egypt Road, North 54 degrees 5 minutes West 115 rods to a stone in said road;

Thence North 52 degrees 45 minutes West 63 rods 12-1/2 links to the beginning, containing 129 9/10 acres, be the same, more or less, in Deerfield Township, Ross County, Ohio, being part of Entry No. 792.

EXCEPTING from the above described real estate the following:

Situated in the Township of Deerfield, County of Ross, State of Ohio, bounded and described as follows:

Beginning at a P.K. nail set in the center Egypt Pike (County Road No. 127) in the Northeasterly line of the tract of which this is a part, said nail bears S. 52 deg. 45' E. 1127.91 feet from the intersection of said Egypt Pike and Mile Tree Road (Township Road No. 97);

Thence with the center of Egypt Pike, S. 54 deg. 36' 41" E. 245.49 feet to a P.K. nail set;

Thence with new lines through the tract of which this is a part the following Five (5) courses:

S. 35 deg. 49' 16" W. 153.84 feet to an iron pin set, passing an iron pin set at 25.00 feet;

S. 54 deg. 10' 44" E. 142.06 feet to an iron pin set;

S. 35 deg. 49' 16" W. 94.88 feet to an iron pin set;

N. 58 deg. 16' 04" W. 362.96 feet to an iron pin set;

And N. 30 deg. 28' 40" E. 273.94 feet to the point of beginning, passing an iron pin set at 247.90 feet, containing 1.749 acres.