

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

Issuing Agent: **McKinley Title Agency, Inc.**

Issuing Office: **2732 Fulton Drive, NW, Canton, Ohio 44718**

Issuing Office's ALTA® Registry ID: **#1108291**

Commitment Number: **CW-202303-5**

Issuing Office File Number: **CW-202303-5**

Property Address: **5696 Butterbridge Rd NE, Canal Fulton, Ohio 44614, , Butterbridge Rd NE, Canal Fulton, Ohio 44614, , 10120 Lafayette Drive NW, Canal Fulton, Ohio 44614, , Lafayette Drive NW, Canal Fulton, Ohio 44614,**

Revision Number:

SCHEDULE A

1. Commitment Date: **2/22/2023 at 6:59 a.m. (as to Parcels 1-3), 1/31/2023 at 6:59 a.m. (as to Parcel 4), 3/16/2023 at 6:59 a.m. (as to Parcel 5), 2/10/2023 at 6:59 a.m. (as to Parcels 6-8), 3/13/2023 at 6:59 a.m. (as to Parcel 9), 1/24/2023 at 6:59 a.m. (as to Parcels 10, 12 and 13), 2/2/2023 at 6:59 a.m. (as to Parcel 11)**
2. Policy to be issued:
 - a. 2021 ALTA® Owner's Policy
Proposed Insured: **Butterbridge Real Estate Management, Ltd., et al, or nominee**
Proposed Amount of Insurance: **\$100,000.00**
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: **Butterbridge Real Estate Management, Ltd., by deed filed for record December 28, 2018 and recorded in Instrument No. 201812280051942, of the Stark County Records (as to Parcels 1-3)**

Ohio Lazy L Ranch, Ltd., by deed filed for record March 13, 2020 in Instrument No. 202003130010527, of the Stark County Records (as to Parcel 4)

Lafayette Holding Partners, Ltd., by deed filed March 27, 2023 in Instrument No. 202303270009020, of the Stark County Records (as to Parcels 5-9)

Crystal Lake Holding, LTD by deed filed March 20, 2023 in Instrument No. 202303200008112 of the Stark County Records (as to Parcels 10, 12 and 13)

Crystal Lake Holding, Ltd. by deed filed March 15, 2023 in Instrument No. 202303150007787 of the Stark County Records (as to Parcel 11).

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5. The Land is described as follows: **See Attached Exhibit A.**

Commonwealth Land Title Insurance Company

By: _____
Authorized Signatory

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EXHIBIT A

File No.: CW-202303-5

PARCEL 1:

Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as and being part of the southeast part of the Northwest Quarter of Section 24, T-1, R-10 and further bounded and described as follows:

Beginning at a stone marking the northeast corner of said quarter, thence westward along the north line of section, 752.4 feet to a marked stone;

Thence South 2 deg. 23' West parallel with the east line of quarter section 714.7 feet to an iron pin in public road (witnessed by an iron pipe 25 feet north on line, and by an iron pin 30 feet south on line), the same being THE TRUE PLACE OF BEGINNING;

Thence continuing South 2 deg. 23' West parallel with the east line of quarter 1948.8 feet to an iron pipe on south line of quarter section;

Thence North 87 deg. 09' West along south line of quarter section 1900 feet to a marked stone marking the southwest corner of quarter; thence North 2 deg. 45' East along west line of section 923.34 feet to a stone;

Thence South 86 deg. 45' East 986.7 feet to a stone;

Thence South 86 deg. 27' East 760.0 feet to an iron pipe;

Thence North 2 deg. 45' East 1041.47 feet to an iron pin in public road (witnessed by an iron pipe 30 feet south on line);

Thence East in public road 148 feet to an iron pin, the same being the place of beginning, containing 43.45 acres. (Survey by Willard Landis, Registered Surveyor #4425, State of Ohio).

Butterbridge Rd NE
Canal Fulton, Ohio 44614
Permanent Parcel Number: 2600255

PARCEL 2:

Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as and being a part of the Northwest Quarter and a part of the Northeast Quarter of Section 24, Township 1, Range 10, bounded and described as follows:

Beginning at an iron pin, same being the southeast corner of the Northwest Quarter of Section 24;

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Thence North 87 deg. 06' West along the south line of said quarter 752.4 feet to an iron pipe;

Thence North 3 deg. 30' East parallel to the east line of said quarter 1955.0 feet to an iron pin located in public highway (known as Highway #356), (witnessed by iron pipes 30.0 feet south on line and 25.0 feet north on line);

Thence South 89 deg. 05' East in said public highway 580.3 feet to an iron pin (at point of intersection in said highway);

Thence South 81 deg. East 173.4 feet to an iron pin located on quarter section line;

Thence South 81 deg. East 331.5 feet to an iron pin;

Thence South 3 deg. 30' West parallel to the west line of said quarter 1921.4 feet to an iron pipe located on the south line of said quarter;

Thence North 87 deg. 06' West along the south line of said quarter 330.0 feet to an iron pin, the place of beginning, containing 48.62 acres of which 33.94 acres are in the Northwest Quarter and 14.68 acres in the Northeast Quarter.

5696 Butterbridge Rd NE
Canal Fulton, Ohio 44614
Permanent Parcel Number: 2612903

PARCEL 3:

Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Said parcel being a part of the Northeast Quarter of Section 24, Township 1, Range 10 and more fully described as follows:

Beginning at a stone marking the Northeast Corner of said Section 24, said point being the true place of beginning;

Thence South 3 deg. 15' 15" West with the East line of said section for a distance of 2651.07 feet to the Southeast corner of the Northeast Quarter of said section;

Thence with the South line of said quarter section North 86 deg. 40' 45" West for a distance of 2360.25 feet to an iron pin;

Thence North 3 deg. 34' 15" East for a distance of 2663.67 feet to an iron pin on the North line of said section;

Then with the North line of said section South 86 deg. 22' 15" East for a distance of 2345.57 feet to the true place of beginning and containing 143.537 acres.

EXCEPTING FROM THE ABOVE-DESCRIBED PARCEL NO. 3, THE FOLLOWING THREE DESCRIBED TRACTS:

Tract 1: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

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Known as and being a part of the Northeast Quarter Section 24, Township 1 (Lawrence) Range 10, Stark County, Ohio, and being further described as follows:

Beginning for the same at the Northeast corner of the Northeast Quarter Section 24;

Thence South 3 deg. 15' 15" West along the Township, Section and Range line of said Quarter Section, a distance of 50.00 feet to a point and being the true place of beginning for the tract of land herein to be described;

Thence continuing South 3 deg. 15' 15" West along the Township, Section and Range line of said Quarter Section, a distance of 213.00 feet to a point;

Thence North 86 deg. 22' 15" West and parallel to the North line of said Quarter Section a distance of 365.22 feet to a point on the centerline of Akron Avenue (State Route 236);

Thence North 20 deg. 23' 15" West along the centerline of said Akron Avenue, a distance of 233.18 feet to a point;

Thence South 86 deg. 22' 15" East and parallel to the North line of said Quarter Section, a distance of 458.73 feet to the true place of beginning and containing 2.014 acres of land more or less.

Tract 2: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as and being a part of the Northeast Quarter Section 24, Township 1 (Lawrence) Range 10, Stark County, Ohio, and being more particularly described as follows:

Beginning at the Northeast corner of said Northeast Quarter Section 24, thence South 3 deg. 15' 15" West with the East line of said Northeast Quarter Section 24, a distance of 263.00 feet to the true place of beginning of the tract to be described;

Thence continuing South 3 deg. 15' 15" West with the East line of said Northeast Quarter Section 24, a distance of 831.89 feet to a point on the center-line of Akron Avenue (S.R. 236);

Thence North 20 deg. 23' 15" West with said centerline, a distance of 910.72 feet to a point;

Thence South 86 deg. 22' 15" East a distance of 365.22 feet to the true place of beginning and containing 3.487 acres of land more or less.

Tract 3: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as being part of the Northeast Quarter of Section 24 of said Township and being part of a 143.537-acre parcel now or formerly owned by P. and 8. Holsing as recorded in Volume 3184, Page 529 of the Stark County Deed Records and further described as follows:

Beginning at a hex head County monument found at the northeast corner of said Northeast Quarter;

Thence South 03 deg. 15' 15" West (basis of bearing taken from said Holsing Deed) along the east line of said Northeast Quarter Section, a distance of 1284.28 feet to the centerline of Lafayette Drive (T-355) (66' wide); the N, ft) North 61 deg. 21' 48" West along the centerline of said Lafayette Drive as established by the Stark County Engineers Office in May, 1988, a distance of 713.86 feet to a nail found above 1" bar at the True Place of Beginning of the parcel herein, described;

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- 1) Thence South 03 deg. 15' 15" West, a distance of 347.24 feet (pasting over a 5/8" rebar set at 36.53 feet) to a 5/8" rebar set;
- 2) Thence North 86 deg. 44' 45" West, a distance of 300.00 feet to a 5/8" rebar set;
- 3) Thence North 03 deg. 15' 15" East, a distance of 523.97 feet (passing over a 5/8" rebar set at 485.67 feet) to a railroad spike set;
- 4) Thence South 56 deg. 14' 34" East along the centerline of said Lafayette Drive, a distance of 348.19 feet to the True Place of Beginning and containing 3.000 acres as surveyed by Ronald C. Hinton, S-6270, in October 1988.

Subject to right of way of Lafayette Drive (T-355).

Leaving 135.04 acres, more or less, of land in above-described Tract No. 3.

Butterbridge Rd NW
Canal Fulton, Ohio 44614
Permanent Parcel Number: 2613863

PARCEL 4:

Situated in the Township of Jackson, County of Stark and State of Ohio:

Known as and being a part of the Northwest Quarter of Section Nineteen (19), Township Eleven (11) North, Range Nine (9) West, of the Ohio River Survey and being more particularly described as follows:

Beginning at an iron pin on the west line of Jackson Township and being located North five degrees and forty-seven minutes East (N 5 degrees -47' E) One Thousand Six and Two Tenths (1006.2) feet from an iron pin at the south west corner of the Northwest Quarter of said Section 19;

Thence from this point of beginning continuing along the west line of Section 19 and said Township North five degrees and forty-seven minutes East (N 5 degrees - 47' E) Three Hundred Sixty-One and Five Tenths (361.5) feet to an iron pin in the centerline of Township Road No. 356;

Thence along the centerline of said Road south fifty-eight degrees and forty-eight minutes East (S 58 degrees - 48' E) One Hundred Forty-Six and One Tenth (146.1) feet to an iron pin;

Thence South five degrees and forty-seven minutes West (S 5 degrees - 4 7' W) Two Hundred Ninety-Eight and Seven Tenths (298.7) feet to an iron pin and thence North eighty-four degrees and thirteen minutes West (N 84 degrees - 13' W) One Hundred Thirty-Two (132) feet to the point of beginning, containing an area of one acre, more or less.

10120 Lafayette Drive NW
Canal Fulton, Ohio 44614
Permanent Parcel Number: 1601640

PARCEL 5:

Situated in the Township of Jackson, County of Stark and State of Ohio:

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Known as and located in the Northwest Quarter of Section 19, (T-11, R-9) Jackson Township, Stark County, State of Ohio, being part of lands now or formerly owned by Lauren R. & Judith M. Rohr, Trustees, as described in Instrument #200901050000331 of the Stark County Records and being further bounded and described as follows:

Beginning at and being the true place of beginning for the tract of land herein to be described: a 3" bronze disk Stark County monument found at the southwest corner of said Northwest Quarter (JAC-092);

1.) Thence N 02 deg. 11' 12" E, with the west line of said Northwest Quarter, a distance of 1006.20 feet to a 5/8" iron bar with "E C Metzger 7090" cap set at the southwest corner of a tract of land now or formerly owned by Ohio Lazy L Ranch, Ltd., as described in Instrument #202003130010527 of the Stark County Records;

2.) Thence S 87 deg. 48' 48" E, with the south line of said Ohio Lazy L Ranch, Ltd. tract, a distance of 132.00 feet to a 5/8" iron bar with "E C Metzger 7090" cap set at the southeast corner of said Ohio Lazy L Ranch, Ltd. tract;

3.) Thence N 02 deg. 11' 12" E, with the east line of said Ohio Lazy L Ranch, Ltd. tract, passing over a 5/8" iron bar with "EC Metzger 7090" cap set at 265.13 feet, a distance of 298.36 feet to the northeast corner of said Ohio Lazy L Ranch, Ltd. tract, being on the centerline of Lafayette Dr. N.W. - 60' R/W, as recorded in Deed Volume 1013, pages 452-454 of the Stark County Records;

4.) Thence S 62 deg. 20' 08" E, with the centerline of said Lafayette Dr. N.W., a distance of 1484.22 feet to a mag nail set at the intersection of said centerline of Lafayette Dr. N.W. and the centerline of Crystal Lake Ave. N.W. - 45' R/W (R.R. "A", p. 205);

5.) Thence S 00 deg. 55' 38" E, with the centerline of said Crystal Lake Ave. N.W., a distance of 660.58 feet to the intersection of said centerline of Crystal Lake Ave. N.W. and the south line of said Northwest Quarter;

6.) Thence N 88 deg. 03' 38" W, with the south line of said Northwest Quarter, passing over a 5/8" iron bar with "E C Metzger 7090" cap set at 22.53 feet, a distance of 1507.78 feet to a 3" bronze disk Stark County monument found and the true place of beginning, containing within said bounds 33.522 acres, of which, 1.351 acres are within the right-of-way of Lafayette Dr. N.W. (S.R. 236) - 60' R/W, as recorded in Deed Volume 1013, pages 452-454 of the Stark County Records and Crystal Lake Ave. N.W. (T-354) -45' R/W (R.R. "A", p. 205), as surveyed by Edward C. Metzger, Ohio Professional Surveyor No. 7090, of E.C. Metzger & Associates, Inc., in August of 2022, and being subject to all legal highways, and any and all easements, reservations, or restrictions that may be of record pertaining to the above described tract of land.

Basis of bearings: are based on grid north of the Stark County Geodetic Reference System. The SCGRS points used to establish the datum are JAC-091, JAC-092, and JAC-093.

Lafayette Drive NW
Canal Fulton, Ohio 44614
Permanent Parcel Number: 10016891

PARCEL 6:

Situated in the Township of Jackson, County of Stark, and State of Ohio:

And known as and being part of the Southwest Quarter of Section 19 in Jackson Township, Stark County, Ohio and bounded and described as follows:

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Beginning at the Northwest corner of said quarter section;

(1) Thence South along the section line 2484 feet;

Thence East, parallel to the South line of said quarter section, 1644.6 feet to a point on the center line of a certain public road;

(2) Thence North along the center line of said road 2501.3 feet to the North line of said quarter section;

(3) Thence West along the quarter section line 1510 feet to the place of beginning; containing ninety (90) acres, more or less, but subject to all legal highways, coal reservations, if any, of record, and such rights of the users of a lane which runs in an Easterly and Westerly direction across the middle portion of the tract herein conveyed.

EXCEPTING FROM PARCEL NO. 6:

Situated in the Township of Jackson, County of Stark, and State of Ohio:

And being part of the Southwest Quarter of Section 19, (T-11, R-9);

Beginning at a railroad spike found on the intersection of the North line of said Section 19, and the centerline of Crystal Lake Avenue, N.W., a 45 foot public right of way (per County Field Book, 406, Pages 63-66);

Thence South 01 deg. 27' 00" West along the centerline of said Crystal Lake Avenue, a distance of 148.27 feet to a railroad spike set and the true place of beginning:

(1) Thence continuing South 01 deg. 27' 00" West along the centerline of said Crystal Lake Avenue, a distance of 210.00 feet to a railroad spike set;

(2) Thence North 88 deg. 33' 00" West a distance of 290.00 feet to a 1/2 inch iron bar with cap set (passing over a 1/2 inch iron bar with cap set on the Westerly right of way line of said Crystal Lake Avenue at 22.50 feet);

(3) Thence North 01 deg. 27' 00" East a distance of 210.00 feet to a 1/2 inch iron bar with cap set;

(4) Thence South 88 deg. 33' 00" East a distance of 290.00 feet to a railroad spike set and the true place of beginning (passing over a 1/2 inch iron bar with cap set on the Westerly right of way line of said Crystal Lake Avenue at 22.50 feet).

The above described tract of land encloses and comprises part of tract that was conveyed to Lauren and Judith M. Rohr by a deed recorded in Volume 3505, Page 203 Stark County Deed Records and contains 1.398 acres as surveyed by Ronald P. Dohy, P.S. #6178 of Hammontree and Associates, Limited, Engineers and Surveyors of North Canton, Ohio in July of 1990.

Subject to an easement of 22.50 feet for roadway purposes.

5095 Crystal Lake Ave NW
Canal Fulton, Ohio 44614
Permanent Parcel Number: 1630560

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PARCEL 7:

Situated in the Township of Jackson, County of Stark, and State of Ohio:

And known as and being part of the Southwest quarter of Section 19, Jackson Township, and bounded and described as follows:

Beginning at a point 947.4 feet North of the Southeast corner of said quarter;

(1) Thence North along the East line of said quarter 1547.5 feet to an iron pin on the center line of a certain public road;

(2) Thence Northwest along the center line of said road 270.0 feet to a point on the North line of said quarter.

(3) Thence West along the North line of said quarter 990.0 feet to the center line of a certain public road;

(4) Thence South along the center line of said road 1727.5 feet to a point 948.25 feet North of the South line of said quarter;

(5) Thence East 1123.72 feet to the place of beginning.

The above described tract contains approximately 45.6 acres, be the same more or less, but subject to all legal highways;

EXCEPTION NO. 1 FROM PARCEL NO. 7:

Situated in the Township of Jackson, County of Stark, and State of Ohio:

And known as and being part of the Southwest Quarter of Section 19 in said Township, and beginning the description for the same at an iron pin on the East line of said Quarter 947.4 feet North of the Southeast corner of said Quarter.

(1) Thence North 85 deg. West, 1109.0 feet to an iron pin on the center line of a certain public road;

Thence North 1 deg. 53' East along the center line of said road 400.0 feet to an iron pin;

(2) Thence South 85 deg. East 1129.3 feet to an iron pin on the East line of said Quarter, and

Thence Southward along the Quarter line 400.0 feet to the place of beginning, and containing 10.28 acres of land, more or less, but subject to all legal highways, leaving 35.32 acres of land in the tract hereby described.

EXCEPTION NO. 2 FROM PARCEL NO. 7:

Situated in the Township of Jackson, County of Stark, and State of Ohio:

And known as and being part of the Southwest Quarter of Section 19, Township 11 and Range 9, and further described as follows:

Beginning for same at an iron pin at the Southeast corner of the Southwest Quarter of Section 19;

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Thence North 4 deg. 30' East with the East Quarter Section Line a distance of 1347.4 feet to an iron pin at the Southeast corner of A. Rohr property, said iron pin shall be known as the true place of beginning for the tract herein described;

- (1) Thence continuing North 4 deg. 30' East with the quarter section line a distance of 30.0 feet to an iron pin;
- (2) Thence North 85 deg. 00' West, parallel to the South line of A. Rohr property, a distance of 1130.67 feet to a point in the center of Crystal Lake Ave. (T-354), (witnessed by an iron pin 22.53 feet East on the North property line);
- (3) Thence South 1 deg. 53' West with the center of said road a distance of 30.04 feet to a point (witnessed by an iron pin 22.53 feet East on the South property line);
- (4) Thence South 85 deg. 00' East a distance of 1129.3 feet to the true place of beginning and containing 0.78 of an acre, more or less; all subject to oil and gas leases and easements of record, and subject further to all legal highways, the same being applicable to all of the tracts herein conveyed.

Leaving 34.54 acres in Parcel No. 7.

Crystal Lake Ave NW
Canal Fulton, Ohio 44614
Permanent Parcel Number: 1601633

PARCEL 8:

Situated in the Township of Jackson, County of Stark, and State of Ohio:

Known as and being part of the Southwest Quarter of Section 19, Township 11, Range 9, described as follows:

Beginning for the same at an iron pin at the Southeast corner of the Southwest Quarter of Section 19;

Thence North 4 deg. 30' East with the East Quarter Section Line a distance of 1347.4 feet to an iron pin at the Southeast corner of A. Rohr property, said iron pin shall be known as the true place of beginning for the tract herein described:

- (1) Thence continuing North 4 deg. 30' East with the Quarter Section line a distance of 30 feet to an iron pin;
- (2) Thence North 85 deg. 0' West parallel to the South line of A. Rohr property a distance of 1130.67 feet to a point in the center of Crystal Lake Avenue (T-354) (witnessed by an iron pin 22.53 feet East on the North property line);
- (3) Thence South 1 deg. 53' West with the center of said road a distance of 30.04 feet to a point (witnessed by an iron pin 22.53 feet East on the South property line);
- (4) Thence South 85 deg. 0' East a distance of 1129.3 feet to true place of beginning and containing 0.78 acres more or less.

Crystal Lake Ave NW
Canal Fulton, Ohio 44614
Permanent Parcel Number: 1601697

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PARCEL 9:

Situated in the Township of Jackson, County of Stark, and State of Ohio:

Being a part of the Northwest Quarter of Section 19, Township 11 , Range 9, beginning in the South line of the Northwest Quarter of Section 19, Township 11, Range 9, in middle of the Fulton Road;

- (1) Thence West on said line 15.50 Chains to a stake;
- (2) Thence North 3 deg. East 22 Links to a stake;
- (3) Thence East parallel with said South line 15.45 Chains to the middle of the Fulton Road,
- (4) Thence South 50 deg. West 25 Links to the place of beginning and containing 34/100 acre.

Lafayette Drive NW
Canal Fulton, Ohio 44614
Permanent Parcel Number: 1619808

PARCEL 10:

Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as and being a part of the Southeast Quarter of Section No. 24 of said Township of Lawrence, and beginning the description for the same at the Northeast corner of said Quarter,

- (1) Thence Southward along the section line 1830.0 feet;
- (2) Thence Westward 1460.0 feet;
- (3) Thence Northward 1839.0 feet to a point on the quarter line and

Thence Eastward along the quarter line 1460.0 feet to the place of beginning and containing 61.5 acres.

Excepting therefrom a 5.000 acre tract of land described as follows:

Situated in the Township of Lawrence, County of Stark, and State of Ohio:

And being part of the Southeast Quarter, Section 24, Township 1, Range 10, more fully bounded and described as follows, to wit:

Beginning at the Northeast corner of the Southeast Quarter of said Section 24;

Thence South 02 deg. 28' 45" West along the East line of said section, said line also being the township and range line a distance of 860.42 feet to a point in the center of an access lane as recorded in Volume 3405, Page 203 of the Stark County Records of Deeds. and the true place of beginning for the tract of land herein described;

- (1) Thence continuing South 02 deg. 28' 48" West along the East line of said quarter section and along the township and range line a distance of 885.00 feet to a point;

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(2) Thence North 87 deg. 31' and 14" West a distance of 250.00 feet to a point;

(3) Thence North 02 deg. 28' 46" East a distance of 857.71 feet to a point in the Center of said lane;

(4) Thence North 85 deg. 15' 03" East along the center of said lane a distance of 251.41 feet to a point and the true place of beginning, containing 5.000 acres of land.

Leaving 56.5 acres in Parcel No. 10, more or less.

5153 Crystal Lake Ave NW
Canal Fulton, OH 44614
Permanent Parcel Number: 2500122

EASEMENT IN FAVOR OF PARCEL 10:

Rights of ingress, egress as set forth in the Memorandum of Agreement recorded in Volume 4038, Page 62, Recorder's Office, Stark County, Ohio.

PARCEL 11:

Situated in the Township of Lawrence, County of Stark, and State of Ohio:

And being part of the Southeast Quarter, Section 24, Township 1, Range 10, more fully bounded and described as follows, to wit:

Beginning at the Northeast corner of the Southeast Quarter of said Section 24;

Thence South 02 deg. 28' 46" West along the East line of said section, said line also being the township and range line a distance of 860.42 feet to a point in the center of an access lane as recorded in Volume 3405, Page 203 of the Stark County Records of Deeds, and the true place of beginning for the tract of land herein described;

Thence continuing South 02 deg. 28' 46" West along the East line of said quarter section and along the township and range line a distance of 885.00 feet to a point;

Thence North 87 deg. 31' and 14" West a distance of 250.00 feet to a point;

Thence North 02 deg. 28' 46" East a distance of 857.71 feet to a point in the Center of said line;

Thence North 85 deg. 15' 03" East along the center of said lane a distance of 251.41 feet to a point and the true place of beginning, containing 5.000 acres of land.

The above described tract of land contains 5.000 acres of land as surveyed by Dennis D. Fulk, Registered Surveyor No. 6176 in August 1977.

EASEMENT IN FAVOR OF PARCEL 11:

Rights of ingress, egress as set forth in the Memorandum of Agreement recorded in Volume 4038, Page 62, Recorder's Office, Stark County, Ohio.

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5147 Crystal Lake Ave NW
Canal Fulton, OH 44614
Permanent Parcel Number: 2500117

PARCEL 12:

Situated in the Township of Jackson, County of Stark, and State of Ohio:

And known as and being part of the Northwest Quarter of Section 30, Township 11 (Jackson), Range 9, beginning at the stone at the Northwest corner of said Section 30,

Thence South 86 1/4 deg. East on the North line of said Section 1656.26 feet to the center line of a certain public road;

(1) Thence in the center of said road South 30' West 521.4 feet;

(2) Thence North 86 1/2 deg. West on a line parallel with the North line of the Section 1683 feet to the West line of said Section;

(3) Thence North 3 1/2 deg. East on the West line of said Section 521.4 feet to the place of beginning, containing 20 acres.

The above is a corrected surveyed description made by Ray I. Bechtel of the Stark County Engineer's Office on July 29, 1930, as shown in Field Book 333, Page 19, to all of which reference is hereby made.

Crystal Lake Ave NW
Canal Fulton, OH 44614
Permanent Parcel Number: 1601637

PARCEL 13:

Situated in the Township of Jackson, County of Stark, and State of Ohio:

And known as and being part of the Southwest Quarter of Section 19, Township 11, Range 9, Stark County, Ohio bounded as follows:

Beginning at a stone on the South line of said section in the center of the public highway running from Millport to the Massillon-Canal Fulton Road;

(1) Thence Westerly along the South line of said section, 1654 feet to the Southwest corner of said section;

(2) Thence Northerly along the West line of said section 173 feet;

(3) Thence Easterly parallel with the South line of said section, 1644.6 feet to the center of said public road;

Thence Southerly along the center of said road 174.2 feet to the place of beginning, containing six and one-half acres (6 1/2) acres of land, more or less.

EXCEPTING FROM PARCEL NO. 13:

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A tract of land located in Jackson Township, Stark County, Ohio and known as and being a part of the Southwest Quarter of Section 19, Township 11, Range 9, and further described as follows:

Beginning for same at an iron pin at the intersection of the center line of Crystal Lake Avenue (T-354) and the South section line;

- (1) Thence North 1 deg. 46' West with the center of said street, a distance of 174.20 feet to an iron pin;
- (2) Thence North 86 deg. 00' West and parallel to the South section line, a distance of 625.00 feet to an iron pin;
- (3) Thence South 1 deg. 46' East, a distance of 174.20 feet to an iron pin on the South section line;
- (4) Thence South 86 deg. 00' East with the South section line, a distance of 625.00 feet to the place of beginning and containing 2.49 acres, more or less, but subject to all legal highways.

Leaving 4.01 Acres in Parcel No. 13.

Crystal Lake Ave NW
Canal Fulton, OH 44614
Permanent Parcel Number: 1607089

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Our # on commit	Parcel No.	Kiko's Auction Parcel #	Titled to
1	2600255	1	Butterbridge
2	2612903	2, 3, 4	Butterbridge
3	2613863	5, 6, 7, 8, 9, 10, 11, 12, 13	Butterbridge
4	1601640	14	Lazy L
5	10016891	15	Lafayette
6	1630560	16, 19, 20, 21	Lafayette
7	1601633	23 (comb w/ 1601697 & 1619808)	Lafayette
8	1601697	23 (comb w/ 1601633 & 1619808)	Lafayette
9	1619808	23 (comb w/ 1601633 & 1601697)	Lafayette
10	2500122	17, 18 (comb w/ 2500117)	Crystal Lake Holding Ltd
11	2500117	17, 18 (comb w/ 2500122)	Crystal Lake Holding Ltd
12	1601637	22 (Comb w/ 1607089)	Crystal Lake Holding Ltd
13	1607089	22 (comb w/ 1601637)	Crystal Lake Holding Ltd

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. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price of full value of the Land. A Loan Policy should reflect the loan amount of value of the Land being used as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

B. General Warranty Deed from Butterbridge Real Estate Management, Ltd., An Ohio Limited Liability Company, Ohio Lazy L Ranch, Ltd., An Ohio Limited Liability Company, Crystal Lake Holding, Ltd., An Ohio Limited Liability Company and Lafayette Holding Partners, Ltd., An Ohio Limited Liability Company to Butterbridge Real Estate Management, Ltd., et al, or nominee, conveying insured premises.

C. Partial Release of Commercial Open End Mortgage from Butterbridge Real Estate Management, Ltd., an Ohio limited liability company to Farm Credit Mid-America, FLCA, in the amount of \$1,563,343.43, and filed on January 22, 2019, and recorded in Instrument No. 201901220002360, of the Stark County Records. (as to Parcels 1-3 plus caption and more land)

The mortgage set forth above is purported to be a "Credit Line" mortgage. It is a requirement that the Mortgagor of said mortgage provide written authorization to close said credit line account to the Lender when the mortgage is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this mortgage to the proposed mortgage to be recorded at closing.

D. Compliance with requirements the court deems necessary out of Foreclosure Action Stark Court Case No. 2023CV00012, filed January 4, 2023.

Note: PPN: 2613863 only. The above described mortgage Instrument No. 201901220002360 was not brought into the foreclosure.

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E. The company will require a corrective easement be filed to correctly describe the ingress, egress rights burdening Parcel No. 1630560 and in favor of Parcel No. 2500117, as described in deed Volume 1481, Page 484 and Memorandum of Agreement 4038, Page 62, Stark County, Ohio.

F. Satisfaction and Release of Mortgage from Crystal Lake Holding, Ltd. to Futuregen, LLC, Richard T. Kiko, Jr. and Peter Kiko, in the amount of \$1,000,000.00, and filed on March 21, 2023 and recorded in Instrument No. 202303210008323 of the Stark County Records. (as to Parcels 10, 12 and 13)

G. Satisfaction and Release of Mortgage from Lafayette Holding Partners, Ltd. to Futuregen, LLC, Richard T. Kiko, Jr. and Peter Kiko, in the amount of \$1,000,000.00, and filed on March 27, 2023 and recorded in Instrument No. 202303270009021 of the Stark County Records. (as to Parcels 5-8)

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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.

AS TO PARCELS 1-3:

9. Taxes for the second half of 2022 and subsequent years are a lien, but are not yet due and payable. The County Treasurer's General Tax Records for the tax year 2022 are as follows:

PPN 2600255 (Parcel 1)

Taxes for the first half are delinquent with prior years delinquencies, interest and penalties thereof, if any.

Taxes for the second half are a lien, not yet due and payable.

Per half amount \$96.92.

Note: Attention is directed to the fact that current real estate taxes are undeveloped land values.

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NOTE: If taxes are shown as unpaid or delinquent above, the county treasurer must be contacted for exact payoff figures.

Property Taxes for prior years are delinquent. The County Treasurer must be contacted for exact figures.

NOTE: Tax Lien Rejected - County Treasurer must be contacted for exact payoff figures.

Attention is directed to the fact that the premises described under Schedule A hereof is currently listed on the Auditor's Agricultural Land Tax List and is currently taxed at this agricultural use under the provisions of Section 5713.32 of the Ohio Revised code. If the land is removed from the Agricultural Land Tax List a charge may be levied against said land. Under Section 5713.34 of the Ohio Revised Code the charge shall constitute a lien upon the property as of the first day of January of the tax year in which the charge is levied. No liability is assumed under this policy for any lien arising under the provisions of Section 5713.34 of the Ohio Revised Code.

PPN 2612903 (Parcel 2)

Taxes for the first half are delinquent with prior years delinquencies, interest and penalties thereof, if any.
Taxes for the second half are a lien, not yet due and payable.
Per half amount \$3,720.23.

Attention is directed to the fact that the premises described under Schedule A hereof is currently listed on the Auditor's Agricultural Land Tax List and is currently taxed at this agricultural use under the provisions of Section 5713.32 of the Ohio Revised code. If the land is removed from the Agricultural Land Tax List a charge may be levied against said land. Under Section 5713.34 of the Ohio Revised Code the charge shall constitute a lien upon the property as of the first day of January of the tax year in which the charge is levied. No liability is assumed under this policy for any lien arising under the provisions of Section 5713.34 of the Ohio Revised Code.

NOTE: If taxes are shown as unpaid or delinquent above, the county treasurer must be contacted for exact payoff figures.

Property Taxes for prior years are delinquent. The County Treasurer must be contacted for exact figures.

PPN 2613863 (Parcel 3)

Taxes for the first half are delinquent with prior years delinquencies, interest and penalties thereof, if any.
Taxes for the second half are a lien, not yet due and payable.
Per half amount \$645.91.

Note: Attention is directed to the fact that current real estate taxes are undeveloped land values.

NOTE: If taxes are shown as unpaid or delinquent above, the county treasurer must be contacted for exact payoff figures.

Property Taxes for prior years are delinquent. The County Treasurer must be contacted for exact figures.

Note: Tax Foreclosure - the County Treasurer must be contacted for exact payoff figures.

Attention is directed to the fact that the premises described under Schedule A hereof is currently listed on the Auditor's Agricultural Land Tax List and is currently taxed at this agricultural use under the provisions of Section 5713.32 of the Ohio Revised code. If the land is removed from the Agricultural Land Tax List a charge may be levied against said land. Under Section 5713.34 of the Ohio Revised Code the charge shall constitute a

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lien upon the property as of the first day of January of the tax year in which the charge is levied. No liability is assumed under this policy for any lien arising under the provisions of Section 5713.34 of the Ohio Revised Code.

10. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record December 11, 1879, in Volume 164, Page 202, of the Stark County, Ohio Records. (as to parcel 1)

11. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record December 11, 1879, in Volume 164, Page 201, of the Stark County, Ohio Records. (as to parcel 1)

12. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record 1879 (illegible), in Volume 172, Page 575, of the Stark County, Ohio Records. (as to parcel 1)

13. Easement to State of Ohio, filed for record May 13, 1930, in Volume 1013, Page 459, of the Stark County, Ohio Records. (as to parcel 3)

14. Easement to Ohio Bell Telephone Company, filed for record November 27, 1931, in Volume 1056, Page 490, of the Stark County, Ohio Records. (as to parcel 2)

15. Easement to Ohio Bell Telephone Co, filed for record March 31, 1933, in Volume 1080, Page 571, of the Stark County, Ohio Records. (as to parcel 3)

16. Easement to Ohio Public Service Company, filed for record December 26, 1940, in Volume 1309, Page 73, of the Stark County, Ohio Records. (as to parcel 2)

17. Easement to Ohio Public Service Co, filed for record July 9, 1948, in Volume 1720, Page 207, of the Stark County, Ohio Records. (as to parcel 3)

18. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record February 16, 1961, in Volume 2762, Page 539, of the Stark County, Ohio Records. (as to parcel 1)

19. Easement to Ohio Edison Company, filed for record June 1, 1962, in Volume 2822, Page 585, of the Stark County, Ohio Records. (as to parcel 1 and 2)

20. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record August 16, 1966, in Volume 3184, Page 529, of the Stark County, Ohio Records. (as to parcel 3)

21. Oil and Gas Lease by and between Paul H. Holsing etal (lessor) and The East Ohio Gas Company (lessee), filed for record June 23, 1972 in Volume 177, Page 97 and refiled October 27, 1976 in Volume 188, Page 354, of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to parcel 2)

22. Oil and Gas Lease by and between Paul H. Holsing etal (lessor) and The East Ohio Gas Company (lessee), filed for record June 23, 1972 in Volume 177, Page 99 and refiled October 27, 1976 in Volume 188, Page 356, of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to parcel 1)

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23. Oil and Gas Lease by and between Paul H. Holsen etal (lessor) and The East Ohio Gas Company (lessee), filed for record August 9, 1976 in Volume 187, Page 779 and refiled January 10, 1980 in Volume 201, Page 112, of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to parcel 3)

24. Easement to Ohio Edison Company, filed for record June 29, 1979, in Volume 4163, Page 918, of the Stark County, Ohio Records. (as to parcel 1, 2 and 3)

25. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record December 28, 2018, in Instrument No. 201812280051942, of the Stark County, Ohio Records. (as to parcels 1, 2 and 3)

AS TO PARCEL 4:

26. Taxes for the second half of 2022 and subsequent years are a lien, but are not yet due and payable. The County Treasurer's General Tax Records for the tax year 2022 are as follows
PPN 1601640

Taxes for the first half are a lien, now due and payable with prior delinquencies, interest and penalties thereof, if any.

Taxes for the second half are a lien, not yet due and payable.

Per half amount \$746.22.

The above amount includes the following special assessments:

Assessment for Muskingum Watershed in the amount of \$3.00 per half year.

Property Taxes for prior years are delinquent. The County Treasurer must be contacted for exact figures.

27. Reservation, restrictions, covenants, limitations and/or easements recorded in Volume 543, Page 207, of the Stark County Records.

28. Oil and Gas Lease recorded in Volume 36, Page 195 of the Stark County Records. NOTE: This Company makes no representation as to the present ownership of this lease.

29. Easement recorded in Volume 1013, Page 452, of the Stark County Records.

30. Easement recorded in Volume 1309, Page 339, of the Stark County Records.

31. Easement recorded in Volume 1330, Page 117, of the Stark County Records.

32. Oil and Gas Lease recorded in Volume 73, Page 530 of the Stark County Records. NOTE: This Company makes no representation as to the present ownership of this lease.

33. Oil and Gas Lease recorded in Volume 92, Page 539 of the Stark County Records. NOTE: This Company makes no representation as to the present ownership of this lease.

34. Supplemental Gas Storage Agreement recorded in Volume 1720, Page 235 of the Stark County Records. NOTE: This Company makes no representation as to the present ownership of this lease.

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35. Reservation, restrictions, covenants, limitations and/or easements recorded in Volume 2042, Page 529, of the Stark County Records.

AS TO PARCELS 5-9:

36. Taxes for the second half of 2022 and subsequent years are a lien, but are not yet due and payable. The County Treasurer's General Tax Records for the tax year 2022 are as follows
PPN 10014444 (parent parcel) (Parcel 5)
Taxes for the first half are delinquent with interest and penalties thereof, if any.
Taxes for the second half are a lien, not yet due and payable.
Per half amount \$2,674.85.

Attention is directed to the fact that the premises described under Schedule A hereof is currently listed on the Auditor's Agricultural Land Tax List and is currently taxed at this agricultural use under the provisions of Section 5713.32 of the Ohio Revised code. If the land is removed from the Agricultural Land Tax List a charge may be levied against said land. Under Section 5713.34 of the Ohio Revised Code the charge shall constitute a lien upon the property as of the first day of January of the tax year in which the charge is levied. No liability is assumed under this policy for any lien arising under the provisions of Section 5713.34 of the Ohio Revised Code.

NOTE: If taxes are shown as unpaid or delinquent above, the county treasurer must be contacted for exact payoff figures.

NOTE: Taxes are based on underlying acreage. Future parcel number of the premises insured herein will be 10016891.

PPN 1630560 (parcel 6)
Taxes for the first half are a lien, now due and payable with prior delinquencies, interest and penalties thereof, if any.
Taxes for the second half are a lien, not yet due and payable.
Per half amount \$1,628.26.

Attention is directed to the fact that the premises described under Schedule A hereof is currently listed on the Auditor's Agricultural Land Tax List and is currently taxed at this agricultural use under the provisions of Section 5713.32 of the Ohio Revised code. If the land is removed from the Agricultural Land Tax List a charge may be levied against said land. Under Section 5713.34 of the Ohio Revised Code the charge shall constitute a lien upon the property as of the first day of January of the tax year in which the charge is levied. No liability is assumed under this policy for any lien arising under the provisions of Section 5713.34 of the Ohio Revised Code.

NOTE: If taxes are shown as unpaid or delinquent above, the county treasurer must be contacted for exact payoff figures.

Property Taxes for prior years are delinquent. The County Treasurer must be contacted for exact figures.

PPN 1601633 (parcel 7)
Taxes for the first half are a lien, now due and payable with prior delinquencies, interest and penalties thereof, if any.
Taxes for the second half are a lien, not yet due and payable.
Per half amount \$249.52.

Note: Attention is directed to the fact that current real estate taxes are undeveloped land values.

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Attention is directed to the fact that the premises described under Schedule A hereof is currently listed on the Auditor's Agricultural Land Tax List and is currently taxed at this agricultural use under the provisions of Section 5713.32 of the Ohio Revised code. If the land is removed from the Agricultural Land Tax List a charge may be levied against said land. Under Section 5713.34 of the Ohio Revised Code the charge shall constitute a lien upon the property as of the first day of January of the tax year in which the charge is levied. No liability is assumed under this policy for any lien arising under the provisions of Section 5713.34 of the Ohio Revised Code.

NOTE: If taxes are shown as unpaid or delinquent above, the county treasurer must be contacted for exact payoff figures.

Property Taxes for prior years are delinquent. The County Treasurer must be contacted for exact figures.

PPN 1601697 (parcel 8)

Taxes for the first half are a lien, now due and payable with prior delinquencies, interest and penalties thereof, if any.

Taxes for the second half are a lien, not yet due and payable.

Per half amount \$4.54.

Note: Attention is directed to the fact that current real estate taxes are undeveloped land values.

Attention is directed to the fact that the premises described under Schedule A hereof is currently listed on the Auditor's Agricultural Land Tax List and is currently taxed at this agricultural use under the provisions of Section 5713.32 of the Ohio Revised code. If the land is removed from the Agricultural Land Tax List a charge may be levied against said land. Under Section 5713.34 of the Ohio Revised Code the charge shall constitute a lien upon the property as of the first day of January of the tax year in which the charge is levied. No liability is assumed under this policy for any lien arising under the provisions of Section 5713.34 of the Ohio Revised Code.

NOTE: If taxes are shown as unpaid or delinquent above, the county treasurer must be contacted for exact payoff figures.

Property Taxes for prior years are delinquent. The County Treasurer must be contacted for exact figures.

PPN 1619808 (Parcel 9)

Taxes for the first half are delinquent plus prior year delinquencies with additional interest and penalties thereon, if any.

Taxes for the second half are a lien, not yet due and payable.

Per half amount \$1.01.

Note: Attention is directed to the fact that current real estate taxes are undeveloped land values.

Attention is directed to the fact that the premises described under Schedule A hereof is currently listed on the Auditor's Agricultural Land Tax List and is currently taxed at this agricultural use under the provisions of Section 5713.32 of the Ohio Revised code. If the land is removed from the Agricultural Land Tax List a charge may be levied against said land. Under Section 5713.34 of the Ohio Revised Code the charge shall constitute a lien upon the property as of the first day of January of the tax year in which the charge is levied. No liability is assumed under this policy for any lien arising under the provisions of Section 5713.34 of the Ohio Revised Code.

Property Taxes for prior years are delinquent. The County Treasurer must be contacted for exact figures.

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NOTE: If taxes are shown as unpaid or delinquent above, the county treasurer must be contacted for exact payoff figures.

37. Excepting from the above described premises, any part thereof resulting through change in the course of the shore line of pond, occasioned by other than natural causes or by natural causes other than accretion.
38. Rights of upper, lower and/or abutting riparian owners, the State of Ohio, the County, and/or the public in and to the waters of pond, and to the uninterrupted natural flow thereof free of pollution from the insured premises and subject to the possibilities of accretion or avulsion which might change boundaries established by said waters.
39. Rights, if any, of the property owners abutting the insured premises in and to the waters of the adjoining lake and in and to the bed thereof, also boating and fishing rights of property owners abutting the lake or stream of water leading thereto and therefrom.
40. Coal Lease by and between Henry Sprankle (lessor) and Willow Bank Coal Co (lessee), filed for record September 4, 1853 in Volume 3, Page 512 of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to Parcel 5)
41. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record April 20, 1874, in Volume 128, Page 405, of the Stark County, Ohio Records. (as to Parcel 5)
42. Coal Lease by and between Sprankle Heirs (lessor) and Willow Bank (lessee), filed for record June 17, 1878 in Volume 2, Page 578 of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to Parcel 5)
43. Coal Lease by and between The Massillon Coal Mining Co (lessor) and I.N. Butler etal (lessor), filed for record June 8, 1907 in Volume 12, Page 245 of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to Parcel 5)
44. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record May 24, 1912, in Volume 543, Page 207, of the Stark County, Ohio Records. (as to Parcel 5)
45. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record January 29, 1927, in Volume 926, Page 296, of the Stark County, Ohio Records. (as to Parcel 5)
46. Easement to State of Ohio, filed for record May 13, 1930, in Volume 1013, Page 452, of the Stark County, Ohio Records. (as to Parcel 5)
47. Easement to Ohio Public Service Co, filed for record May 22, 1941, in Volume 1309, Page 339, of the Stark County, Ohio Records. (as to Parcel 5)
48. Supplementary Gas Storage Agreement between Walter Rohr etal (lessor) and East Ohio Gas Company (lessee), filed for record July 20, 1942 in Volume 1720, Page 235, of the Stark County Records. (as to Parcel 5)

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49. Oil and Gas Lease by and between Walter Rohr etal (lessor) and S.E. Large (lessee), filed for record March 16, 1943 in Volume 73, Page 530 of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to Parcel 5)
50. Oil and Gas Lease by and between Walter Rohr etal (lessor) and East Ohio Gas Company (lessee), filed for record July 16, 1948 in Volume 92, Page 539 of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to Parcel 5)
51. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record September 13, 1977, in Volume 4038, Page 62, of the Stark County, Ohio Records. (as to Parcel 5)
52. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record April 12, 1924, in Volume 832, Page 177, of the Stark County, Ohio Records. (as to parcel 6)
53. Oil and Gas Lease by and between East Ohio Gas Company, filed for record November 18, 1927 in Volume 32, Page 132 of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to parcel 6)
54. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record March 12, 1945, in Volume 1481, Page 484, of the Stark County, Ohio Records. (as to parcel 6)
55. Easement to Ohio Edison Company, filed for record September 27, 1990, in Volume 980, Page 626, of the Stark County, Ohio Records. (as to parcel 6)
56. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record September 13, 1977, in Volume 4038, Page 62, of the Stark County, Ohio Records. (as to Parcel 6)
57. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record August 15, 1969, in Volume 3405, Page 203, of the Stark County, Ohio Records. (as to Parcels 6 and 7)
58. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record March 2, 1921, in Volume 721, Page 633, of the Stark County, Ohio Records. (as to Parcels 7 and 8)
59. Oil and Gas Lease by and between C.J. Hostetter etal (lessor) and East Ohio Gas Company (lessee), filed for record September 27, 1927 in Volume 32, Page 95 of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to Parcels 7 and 8)
60. Easement to State of Ohio, filed for record May 13, 1930, in Volume 1013, Page 467, of the Stark County, Ohio Records. (as to Parcels 7 and 8)

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61. Oil and Gas Lease by and between C.J. Hostetter etal (lessor) and East Ohio Gas Company (lessee), filed for record May 22, 1930 in Volume 43, Page 277 of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to Parcels 7 and 8)
62. Easement to Ohio Public Service Co, filed for record June 16, 1933, in Volume 1102, Page 162, of the Stark County, Ohio Records. (as to Parcels 7 and 8)
63. Oil and Gas Lease by and between Helen D. Chidester etal (lessor) and Brendel Producing Company (lessee), filed for record February 16, 1935 in Volume 60, Page 69 of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to Parcels 7 and 8)
64. Oil and Gas Lease by and between Helen D. Chidester etal (lessor) and East Ohio Gas Company (lessee), filed for record August 23, 1935 in Volume 60, Page 236 of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to Parcels 7 and 8)
65. Oil and Gas Lease by and between Helen D. Chidester etal (lessor) and The Ohio Fuel Gas Co, filed for record January 22, 1937 in Volume 63, Page 45 of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to Parcels 7 and 8)
66. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record April 1, 1941, in Volume 1274, Page 248, of the Stark County, Ohio Records. (as to Parcels 7 and 8)
67. Oil and Gas Lease by and between Andrew and Beulah Rohr (lessor' s) and Ohio Fuel Gas Company (lessee), filed for record January 10, 1942 in Volume 63, Page 117 of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to Parcels 7 and 8)
68. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record January 29, 1969, in Volume 3360, Page 344, of the Stark County, Ohio Records. (as to Parcel 8)
69. Easement to Ohio Public Service Company, filed for record June 23, 1941, in Volume 1309, Page 391, of the Stark County, Ohio Records. (as to Parcels 6, 7 and 8)
70. Easement to Ohio Public Service Company, filed for record June 23, 1941, in Volume 1309, Page 392, of the Stark County, Ohio Records. (as to Parcels 6, 7 and 8)
71. Easement to Ohio Edison Company, filed for record December 30, 1959, in Volume 2655, Page 457, of the Stark County, Ohio Records. (as to Parcels 6, 7 and 8)
72. Easement to Ohio Edison Company, filed for record November 5, 1962, in Volume 2858, Page 306, of the Stark County, Ohio Records. (as to Parcels 6, 7 and 8)

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73. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record May 14, 1968, in Volume 3317, Page 396, of the Stark County, Ohio Records. (as to parcel 8)

AS TO PARCELS 10-13:

74. Taxes for the second half of 2022 and subsequent years are a lien, but are not yet due and payable. The County Treasurer's General Tax Records for the tax year 2022 are as follows
PPN 2500122 (Parcel 10)
Taxes for the first half are a lien, now due and payable.
Taxes for the second half are a lien, not yet due and payable.
Per half amount \$317.63.

Attention is directed to the fact that the premises described under Schedule A hereof is currently listed on the Auditor's Agricultural Land Tax List and is currently taxed at this agricultural use under the provisions of Section 5713.32 of the Ohio Revised code. If the land is removed from the Agricultural Land Tax List a charge may be levied against said land. Under Section 5713.34 of the Ohio Revised Code the charge shall constitute a lien upon the property as of the first day of January of the tax year in which the charge is levied. No liability is assumed under this policy for any lien arising under the provisions of Section 5713.34 of the Ohio Revised Code.

PPN 2500117 (Parcel 11)
Taxes for the first half are a lien, now due and payable with prior delinquencies interest and penalties thereof, if any
Taxes for the second half are a lien, not yet due and payable.
Per half amount \$497.34

The above amount includes the following special assessments:

Assessment for Muskingum Watershed in the amount of \$3.00 per half year.

Property Taxes for prior years are delinquent. The County Treasurer must be contacted for exact figures

PPN 1601637 (Parcel 12)
Taxes for the first half are a lien, now due and payable with prior delinquencies, interest and penalties thereof, if any.
Taxes for the second half are a lien, not yet due and payable.
Per half amount \$361.47.

The above amount includes the following special assessments:

Assessment for Muskingum Watershed in the amount of \$3.00 per half year.

Attention is directed to the fact that the premises described under Schedule A hereof is currently listed on the Auditor's Agricultural Land Tax List and is currently taxed at this agricultural use under the provisions of Section 5713.32 of the Ohio Revised code. If the land is removed from the Agricultural Land Tax List a charge may be levied against said land. Under Section 5713.34 of the Ohio Revised Code the charge shall constitute a lien upon the property as of the first day of January of the tax year in which the charge is levied. No liability is assumed under this policy for any lien arising under the provisions of Section 5713.34 of the Ohio Revised Code.

Note: Attention is directed to the fact that current real estate taxes are undeveloped land values.

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Property Taxes for prior years are delinquent. The County Treasurer must be contacted for exact figures.

PPN 1607089 (Parcel 13)

Taxes for the first half are a lien, now due and payable with prior delinquencies, interest and penalties thereof, if any.

Taxes for the second half are a lien, not yet due and payable.

Per half amount \$9.87.

Attention is directed to the fact that the premises described under Schedule A hereof is currently listed on the Auditor's Agricultural Land Tax List and is currently taxed at this agricultural use under the provisions of Section 5713.32 of the Ohio Revised code. If the land is removed from the Agricultural Land Tax List a charge may be levied against said land. Under Section 5713.34 of the Ohio Revised Code the charge shall constitute a lien upon the property as of the first day of January of the tax year in which the charge is levied. No liability is assumed under this policy for any lien arising under the provisions of Section 5713.34 of the Ohio Revised Code.

Note: Attention is directed to the fact that current real estate taxes are undeveloped land values.

Property Taxes for prior years are delinquent. The County Treasurer must be contacted for exact figures.

75. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record April 12, 1924, in Volume 832, Page 177, of the Stark County, Ohio Records. (as to parcel 12 and easement)
76. Oil and Gas Lease by and between East Ohio Gas Company, filed for record November 18, 1927 in Volume 32, Page 132 of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to easement)
77. Easement to Ohio Public Service Company, filed for record June 23, 1941, in Volume 1309, Page 391, of the Stark County, Ohio Records. (as to Parcels 12, 13, and easement)
78. Easement to Ohio Public Service Company, filed for record June 23, 1941, in Volume 1309, Page 392, of the Stark County, Ohio Records. (as to Parcels 12, 13, and easement)
79. Oil and Gas Lease by and between Andrew and Beulah Rohr (lessor' s) and Ohio Fuel Gas Company (lessee), filed for record January 10, 1942 in Volume 63, Page 117 of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to Parcel 13 and easement)
80. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record March 12, 1945, in Volume 1481, Page 484, of the Stark County, Ohio Records. (as to Parcel 10 and easement)
81. Easement to Ohio Edison Company, filed for record December 30, 1959, in Volume 2655, Page 455, of the Stark County, Ohio Records. (as to Parcel 10)
82. Easement to Ohio Edison Company, filed for record December 30, 1959, in Volume 2655, Page 457, of the Stark County, Ohio Records. (as to Parcel 13 and easement)

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83. Easement to Ohio Edison Company, filed for record November 5, 1962, in Volume 2858, Page 306, of the Stark County, Ohio Records. (as to Parcels 12, 13 and easement)
84. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record December 19, 1977, in Volume 4007, Page 393, of the Stark County, Ohio Records. (as to Parcel 10)
85. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record September 13, 1977, in Volume 4038, Page 62, of the Stark County, Ohio Records. (as to Parcel 10, 11 and easement)

NOTE: Shown for duties and obligations as to the appurtenant easement(s) as shown in Schedule A.

86. Oil and Gas Lease by and between Harry L. Mallalieu (lessor) and East Ohio Gas Company (lessee), filed for record August 29, 1980 in Volume 204, Page 697 of the Stark County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT. (as to Parcel 10)
87. Easement to Ohio Edison Company, filed for record September 27, 1990, in Volume 980, Page 626, of the Stark County, Ohio Records. (as to easement)
88. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record July 27, 1994, in Volume 1685, Page 409, of the Stark County, Ohio Records. (as to Parcel 10)
89. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record July 16, 1969, in Volume 3405, Page 203, of the Stark County, Ohio Records. (as to easement parcel)

AS TO ALL PARCELS:

NOTE: THE OWNER AND/OR LOAN POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTION:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

NOTE: We have made no further examination under the items listed above as No(s). 13 through 17, 19, 21 through 24, 28-34, 40, 42, 46 through 50, 53, 55, 59 through 65, 67, 69-72, 76 through 79, 81 through 83, 86 and 87.

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ALTA COMMITMENT FOR TITLE INSURANCE

issued by
Commonwealth Land 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, **Commonwealth Land Title Insurance Company** (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.

Commonwealth Land Title Insurance Company

By: _____

By: _____

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(8-26-22)



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

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(8-26-22)



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.

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

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **McKinley Title Agency, Inc.** This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].*

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>.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by **McKinley Title Agency, Inc.** This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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PARCELS 1-3
14

ALAN HAROLD
Stark County Auditor
FEE AA

Instr: 201812280051942
P: 1 of 14 F: \$124.00 12/28/2018
Rick Campbell 4:24 PM DEED
Stark County Recorder T20180047255

DEC 28 2018
TRANSFERRED 3.50
TRANSFER NOT NECESSARY
DEPUTY
IN COMPLIANCE WITH ARC §18.202

GENERAL WARRANTY DEED

Ohio Lazy L Ranch, Ltd., an Ohio limited liability company ("Grantor"), which claims title by or through instruments recorded in the Official Records of Stark County, Ohio, Instrument Nos. 201809140036842, 201702010005078, and 201702010005079 for the consideration of One Dollar and other valuable consideration (\$1.00 + o.v.c.) received to its full satisfaction of **Butterbridge Real Estate Management, Ltd.**, an Ohio limited liability company ("Grantee"), whose TAX MAILING ADDRESS is 2824 Woodlawn Ave., NW, Canton, Ohio 44708, does GIVE, GRANT, BARGAIN, SELL AND CONVEY with General Warranty covenants unto the said Grantee, its successors and assigns, the following described premises:

See **Exhibit A** attached hereto, Tract Nos. 1 through 7:

- Prior Instrument No.: 201809140036842
Parcel Nos.: 2600255; 2612903; 2613863
- ~~Prior Instrument No.: 201702010005078
Parcel Nos.: 10005452; 10008919; 2411266~~
- ~~Prior Instrument No.: 201702010005079
Parcel No.: 2410798~~

Subject to the following:

From Prior Instrument No. 201809140036842:

Easement and all other matters to Ohio Edison Company recorded June 1, 1962, in Vol. 2822, Page 585 of the Stark County Records.

Oil and Gas Lease and all other matters to The East Ohio Gas Company recorded June 26, 1972, in Vol. 177, Page 97 of the Stark County Records. Said Lease was re-recorded October 28, 1976 in Vol. 188, Page 354 of the Stark County Records.

10005452 }
10008919 } TRSA11EA 12/28/2018 SDP
2410798 }
2600255 }
2612903 }
2613863 }

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Oil and Gas Lease and all other matters to The East Ohio Gas Company recorded June 26, 1972, in Vol. 177, Page 99 of the Stark County Records. Said Lease was re-recorded October 28, 1976, in Vol. 188, Page 356 of the Stark County Records.

Easement and all other matters to Ohio Edison Company recorded July 2, 1979, in Vol. 4163, Page 918 of the Stark County Records.

Easement and all other matters to The Ohio Bell Telephone Company recorded April 7, 1933, in Vol. 1080, Page 571 of the Stark County Records.

Easement and all other matters to The Ohio Bell Public Service Company recorded July 12, 1948, in Vol. 1720, Page 207 of the Stark County Records.

Reservation for roadway purposes and all other matters as set forth in a deed recorded August 17, 1966, in Vol. 3184, Page 529 of the Stark County Records.

Oil and Gas Lease and all other matters to The East Ohio Gas Company recorded August 10, 1976, in Vol. 187, Page 779 of the Stark County Records. Said Lease was recorded January 10, 1980, in Vol. 201, Page 112 of the Stark County Records.

Butterbridge Farms, LLC, an Ohio limited liability company, reserves any and all rights, title and interest in and to mineral, oil and gas rights and all constituents owned by it, including all rights to receive income derived therefrom. Any and all surface rights owned by Butterbridge Farms, LLC shall transfer to the Grantee.

From Prior Instrument No. 201702010005078:

As to Parcel No. 10008919: Nation Land Company, LLC, an Ohio limited liability company, reserves unto itself, its successors and assigns, any and all rights and interests in and to all oil and gas, and oil and gas constituents, in, on, underlying, or with respect to, the Premises, together with any and all related rights to use the Premises, including, but not limited to, the surface of the Premises, in connection with the use and operation of rights and interests to such oil and gas. In this regard, Ohio Lazy L Ranch, Ltd., its successor and assigns, shall not take any action which would limit or

EXHIBIT A
LEGAL DESCRIPTION

Tract No. 1:

Prior Instrument No. 201809140036842.

Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as and being a part of the Northwest Quarter and a part of the Northeast Quarter of Section 24, Township 1, Range 10, bounded and described as follows: Beginning at an iron pin, same being the southeast corner of the Northwest Quarter of Section 24; thence North 87° 06' West along the south line of said quarter 752.4 feet to an iron pipe; thence North 3° 30' East parallel to the east line of said quarter 1955.0 feet to an iron pin located in public highway (known as Highway #356), (witnessed by iron pipes 30.0 feet south on line and 25.0 feet north on line); thence South 89° 05' East in said public highway 580.3 feet to an iron pin (at point of intersection in said highway); thence South 81° East 173.4 feet to an iron pin located on quarter section line; thence South 81° East 331.5 feet to an iron pin; thence South 3° 30' West parallel to the west line of said quarter 1921.4 feet to an iron pipe located on the south line of said quarter; thence North 87° 06' West along the south line of said quarter 330.0 feet to an iron pin, the place of beginning, containing 48.62 acres of which 33.94 acres are in the Northwest Quarter and 14.68 acres in the Northeast Quarter.

Parcel No. 2612903

Tract No. 2:

Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as and being part of the southeast part of the Northwest Quarter of Section 24, T-1, R-10 and further bounded and described as follows: Beginning at a stone marking the northeast corner of said quarter, thence westward along the north line of section, 752.4 feet to a marked stone; thence South 2° 23' West parallel with the east line of quarter section 714.7 feet to an iron pin in public road (witnessed by an iron pipe 25 feet north on line, and by an iron pin 30 feet south on line), the same being THE TRUE PLACE OF BEGINNING; thence continuing South 2° 23' West parallel with the east line of quarter 1948.8 feet to an iron pipe on south line of quarter section; thence North 87° 09' West along south line of quarter section 1900 feet to a marked stone marking the southwest corner of quarter; thence North 2° 45' East along west line of section 923.34 feet to a stone; thence South 86° 45' East 986.7 feet to a stone; thence South 86° 27' East 760.0 feet to an iron pipe; thence North 2° 45' East 1041.47 feet to an iron pin in public road (witnessed by an iron pipe 30 feet south on line); thence East in public road 148 feet to an iron pin, the same being the place of beginning, containing 43.45 acres. (Survey by Willard Landis, Registered Surveyor #4425, State of Ohio)

Parcel No. 2600255

Tract No. 3:

Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Said parcel being a part of the Northeast Quarter of Section 24, Township 1, Range 10 and more fully described as follows:

Beginning at a stone marking the Northeast Corner of said Section 24, said point being the true place of beginning, thence South 3° 15' 15" West with the East line of said section for a distance of 2651.07 feet to the Southeast corner of the Northeast Quarter of said section, thence with the South line of said quarter section North 86° 40' 45" West for a distance of 2360.25 feet to an iron pin, thence North 3° 34' 15" East for a distance of 2663.67 feet to an iron pin on the North line of said section, then with the North line of said section South 86° 22' 15" East for a distance of 2345.57 feet to the true place of beginning and containing 143.537 acres.

EXCEPTING FROM THE ABOVE-DESCRIBED TRACT NO. 3, THE FOLLOWING THREE DESCRIBED PARCELS:

Parcel 1: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as and being a part of the Northeast Quarter Section 24, Township 1 (Lawrence) Range 10, Stark County, Ohio, and being further described as follows: Beginning for the same at the Northeast corner of the Northeast Quarter Section 24; thence South 3° 15' 15" West along the Township, Section and Range line of said Quarter Section, a distance of 50.00 feet to a point and being the true place of beginning for the tract of land herein to be described; thence continuing South 3° 15' 15" West along the Township, Section and Range line of said Quarter Section, a distance of 213.00 feet to a point; thence North 86° 22' 15" West and parallel to the North line of said Quarter Section a distance of 365.22 feet to a point on the centerline of Akron Avenue (State Route 236); thence North 20° 23' 15" West along the centerline of said Akron Avenue, a distance of 233.18 feet to a point; thence South 86° 22' 15" East and parallel to the North line of said Quarter Section, a distance of 458.73 feet to the true place of beginning and containing 2.014 acres of land more or less.

Parcel 2: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as and being a part of the Northeast Quarter Section 24, Township 1 (Lawrence) Range 10, Stark County, Ohio, and being more particularly described as follows:

Beginning at the Northeast corner of said Northeast Quarter Section 24, thence South 3° 15' 15" West with the East line of said Northeast Quarter Section 24, a distance of 263.00 feet to the true place of beginning of the tract to be described; thence continuing South 3° 15' 15" West with the East line of said Northeast Quarter Section 24, a distance of 831.89 feet to a point on the center-line of Akron Avenue (S.R. 236); thence North 20° 23' 15" West with said centerline, a distance of 910.72 feet to a point; thence South 86° 22' 15" East a distance of 365.22 feet to the true place of beginning and containing 3.487 acres of land more or less.

Parcel 3: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as being part of the Northeast Quarter of Section 24 of said Township and being part of a 143.537-acre parcel now or formerly owned by P. and B. Holsing as recorded in Volume 3184, Page 529 of the Stark County Deed Records and further described as follows: Beginning at a hex head County monument found at the northeast corner of said Northeast Quarter; thence South 03° 15' 15" West (basis of bearing taken from said Holsing Deed) along the east line of said Northeast Quarter Section, a distance of 1284.28 feet to the centerline of Lafayette Drive (T-355) (66' wide); thence North 61° 21' 48" West along the centerline of said Lafayette Drive as established by the Stark County Engineers Office in May, 1988, a distance of 713.86 feet to a nail found above 1" bar at the True Place of Beginning of the parcel herein, described;

- 1) Thence South 03° 15' 15" West, a distance of 347.24 feet (passing over a 5/8" rebar set at 36.53 feet) to a 5/8" rebar set;
- 2) Thence North 86° 44' 45" West, a distance of 300.00 feet to a 5/8" rebar set;
- 3) Thence North 03° 15' 15" East, a distance of 523.97 feet (passing over a 5/8" rebar set at 485.67 feet) to a railroad spike set;
- 4) Thence South 56° 14' 34" East along the centerline of said Lafayette Drive, a distance of 348.19 feet to the True Place of Beginning and containing 3.000 acres as surveyed by Ronald C. Hinton, S-6270, in October 1988.

Subject to right of way of Lafayette Drive (T-355).

Leaving 135.04 acres, more or less, of land in above-described Tract No. 3.

Parcel No. 2613863

Tract No. 4:

Prior Instrument No.: 201702010005078

Known as and being parts of the Northwest Quarter of Section 26, Southwest Quarter of Section 23 and the Northeast Quarter of Section 27, Township I (Lawrence) Range 10 in Stark County, Ohio, and also being lands now or formerly owned by Joseph A. and Debra A. Sebolt described in Imaging No. 2001066180 of the Deed Records of Stark County, Ohio, and described as follows:

Beginning at the Southwest corner of said Southwest Quarter of Section 23, said corner being referenced by an iron bar found;

Thence North 05° 29' 58" East, with the west line of said Section, a distance of 293.32 feet to a point referenced by a 5/8" rebar set and being the Southwest corner of a tract

of land now or formerly owned by Ellsworth S. and Cynthia J. Hawthorn as described in Imaging No. 2001053593;

Thence South $84^{\circ}18'59''$ East, with the south line of said tract, a distance of 216.44 feet to a point referenced by a $5/8''$ rebar set;

Thence North $46^{\circ}16'34''$ East, with east line of said tract, a distance of 223.86 feet to a point referenced by a $5/3''$ rebar set;

Thence North $11^{\circ}11'26''$ East, with the east line of said tract, a distance of 398.33 feet to a point referenced by a $5/8''$ rebar set;

Thence North $50^{\circ}17'06''$ East, with the east line of said Hawthorn tract, a distance of 67.47 feet to a point referenced by a $5/8''$ rebar set on the south right-of-way line of State Route 21 (variable right-of-way widths);

Thence Southeastwardly, with the right-of-way line of State Route 21 and on the arc of a curve to the left, having a radius of 2,989.79 feet, a delta angle of $22^{\circ}41'23''$, a tangent of 599.86 feet, a chord bearing and distance of South $44^{\circ}16'10''$ East, 1176.27 feet and an arc distance of 1,183.99 feet to a point referenced by a $5/8''$ rebar set;

Thence South $04^{\circ}13'58''$ West, distance of 1,153.21 feet to a point referenced by a $5/8''$ rebar set and being on the north line of a tract of land now or formerly owned by Michael A. Farina as described in Imaging No. 200204260033746;

Thence North $84^{\circ}44'14''$ West, with the north line of said Farina tract, a distance of 1,361.67 feet to a point on the east line of said Northeast Quarter of Section 27, said point being referenced by an iron bar found;

Thence South $04^{\circ}52'36''$ West with the east line of said Section 27, a distance of 522.52 feet to a point referenced by an iron bar found;

Thence North $83^{\circ}47'52''$ West with the north line of a tract of land now or formerly owned by Mark E. Craemer as described in Imaging No. 98043835, a distance of 213.39 feet to a point on the centerline of Butterbridge Road N.W. (TwPage 348, Road Record "A" Page 222-252, 40 feet wide), said point being referenced by a railroad spike set;

Thence North $10^{\circ}23'44''$ West, with the centerline of said road, a distance of 658.65 feet to a point referenced by a railroad spike set;

Thence South $84^{\circ}31'24''$ East, a distance of 386.85 feet to a point referenced by a $5/8''$ rebar set and being on the west line of said Northwest Quarter of Section 26;

Thence South 84° 44' 14" East, a distance of 1,030.00 feet to a point referenced by a 5/8" rebar set;

Thence North 04° 52' 36" East, a distance of 401.99 feet to a point referenced by a 5.8" rebar set;

Thence North 84° 44' 14" West, a distance of 1,030.00 feet to a point referenced by a 5/8" rebar set and being on the west line of said Section 26;

Thence North 04° 52' 36" East, with the west line of said Section 26, a distance of 496.79 feet to the place of beginning and containing a total of 40.370 acres of land of which 21.875 acres in the Northwest Quarter of Section 26, 14.123 acres in the Southwest Quarter of Section 23 and 4.371 acres in the Northeast Quarter of Section 27 of which 0.303 acre is in Road right-of-way, but subject to all legal highways and any restrictions, reservations or easements of record as surveyed in November of 2002 by Louis C. Duplain, P.S. 5837.

The Basis of Bearing for this survey is North 04° 52' 36" East, as the west line of Section 26, the same as shown on a plat of survey by John M. Johanyak (December 1997) and found in the Stark County Auditors Tax Map Office.

Parcel No. ~~10005452~~ 2411266

Tract No. 5:

Known as and being parts of the Northeast, Southeast, and Northwest Quarters of Section 26 and a part of the Southwest Quarter of Section 23, Township 1 (Lawrence) Range 10 in Stark County, Ohio, and also being lands now or formerly owned by Joseph A. and Debra A. Sebolt as described in Imaging Nos. 2001066180 and 2002009206 of the Deed Records of Stark County, Ohio, and described as follows:

Beginning at the Southwest corner of said Southeast Quarter of Section 26, said corner being referenced by a railroad spike found;

Thence South 84° 29' 42" East, with the south line of said Section 26 the same being the centerline of Forty Corners Street, N.W. (Twp. 352, road record "B", page 156, 60 feet wide) a distance of 1018.42 feet to a point referenced by a railroad spike found and being the Southeast corner of a tract of land now or formerly owned by Rebecca J. Elledge as described in Imaging No. 19980001855 and also being the true place of beginning for the tract of land herein to be described;

Thence North $05^{\circ} 23' 14''$ East, with the east line of said Elledge tract, a distance of 1,978.00 feet to a point referenced by an iron bar found and being the Northeast corner of said Elledge tract;

Thence North $84^{\circ} 13' 51''$ West, with the north line of said Elledge tract, a distance of 1,049.93 feet to a $5/8''$ rebar set and being on the west line of said Southeast Quarter of Section 26;

Thence North $04^{\circ} 28' 39''$ East, with the west line of said Quarter Section, a distance of 674.85 feet to a stone found marking the Northwest corner of said Southeast Quarter of Section 26;

Thence North $05^{\circ} 01' 01''$ East, with the west line of said Northeast Quarter of Section 26, a distance of 1,872.37 feet to a point referenced by a stone found 1.11 feet west thereof and also being the Northeast corner of a tract of land now or formerly owned by Michael A. Farina as described in Imaging No. 200204260033746;

Thence North $84^{\circ} 44' 14''$ West, with the north line of said Farina tract, a distance of 1,286.99 feet to a $5/8''$ rebar set;

Thence North $04^{\circ} 13' 58''$ East, a distance of 1153.21 feet to a point referenced by a $5/8''$ rebar set and being on the Southerly right-of-way line of State Route 21 (variable widths);

Thence Southeastwardly with the southerly right-of-way line of State Route 21 and on the arc of a curve to the left, having a radius of 2,989.79 feet, a delta angle of $03^{\circ} 19' 52''$, a tangent of 86.94 feet, a chord bearing and distance of South $57^{\circ} 16' 48''$ East, 173.80 feet and an arc distance of 173.82 feet to a point of tangent, said point being referenced by a $5/8''$ rebar set

Thence South $60^{\circ} 25' 15''$ East with the southerly right-of-way line of State Route 21, a distance of 306.45 feet to a point referenced by a $5/8''$ rebar set;

Thence South $61^{\circ} 55' 15''$ East, with the southerly right-of-way line of State Route 21, a distance of 801.48 feet to a point referenced by a $5/8''$ rebar set;

Thence South $53^{\circ} 23' 58''$ East, with the southerly right-of-way line of State Route 21, a distance of 155.83 feet to a point referenced by a $5/8''$ rebar set and being on the west line of said Northeast Quarter of Section 26;

Thence North $05^{\circ} 01' 01''$ East, with the west line of said Quarter Section, a distance of 440.13 feet to a point referenced by a stone found and being the Northwest corner of said Northeast Quarter of Section 26;

Thence South $84^{\circ} 21' 28''$ East, with the north line of said Section 26, a distance of 301.00 feet to a point referenced by a 5/8" rebar set and being on the Southerly line of a tract of land now or formerly owned by the R.J. Corman Railroad Company as described in Imaging No. 95011737 (former Cleveland Lorain & Wheeling Railway);

Thence Southeastwardly with the southerly line of said Corman tract and on the arc of a curve to the left, having a radius of 3,173.00 feet, a delta angle of $15^{\circ} 57' 50''$, a tangent of 444.92 feet, a chord bearing and distance of South $53^{\circ} 50' 47''$ East, 881.21 feet and an arc distance of 884.07 feet to a point of a non-tangent curve;

Thence South $68^{\circ} 11' 41''$ East, with the southerly line of said Corman tract, a distance of 1,750.00 feet to a point referenced by a 5/8" rebar set and being on the east line of said Section 26;

Thence South $05^{\circ} 19' 43''$ West, with the east line of said Section 26, a distance of 1938.38 feet to a point referenced by 5/8" rebar found (Nichols) and being the Southeast corner of said Northeast Quarter of Section 26;

Thence North $84^{\circ} 14' 14''$ West, with the south line of said Northeast Quarter of Section 26, a distance of 1599.65 feet to a point referenced by a 5/8" rebar found and being the Northwest corner of a tract of land now or formerly owned by David S. and Barbara J. Lovette as described in Imaging No. 19980013494;

Thence South $05^{\circ} 23' 14''$ West, with the west line of said Lovette tract, a distance of 2,652.54 feet to a point referenced by a railroad spike found and being on the south line of said Section 26 and centerline of Forty Corners Street N.W.;

Thence North $84^{\circ} 29' 42''$ West, with the south line of said Section and centerline, a distance of 60.05 feet to the true place of beginning and containing a total of 194.220 acres of land of which 0.041 acre is in Forty Corners Street right-of-way, 18.191 acres in State Route 21 right-of-way, 148.806 acres in the Northeast Quarter of Section 26, 20.001 acres in the Southeast Quarter of Section 26, 24.882 acres in the Northwest Quarter of Section 26 and 0.531 acre in the Southwest Quarter of Section 23, but subject to all legal highways and any restrictions, reservations or easements of record as surveyed in September of 2002 by Louis C. Duplain, P.S. 5837.

The Basis of Bearing for this survey is North $04^{\circ} 52' 36''$ East as the west line of Section 26, the same as shown on a plat of survey by John M. Johanyak (December 1997) and found in the Stark County Auditors Tax Map Office.

Parcel No. 10008919

Tract No. 6:

Known as and being a part of the Northwest Quarter of Section 26, Township 1 (Lawrence) Range 10 in Stark County, Ohio, and also being lands now or formerly owned by Michael A. Farina as described in Imaging Nos. 2002009208 and 2002016417 of the Deed Records of Stark County, Ohio, and described as follows:

Beginning at the Northwest corner of said Northwest Quarter of Section 26, said corner being referenced by an iron bar found;

Thence South $04^{\circ} 52' 36''$ West, with the west line of said Section, a distance of 1,012.87 feet to a point and being the Southwest corner of a tract of land now or formerly owned by Joseph A. and Debra A. Debolt as described in Imaging No. 2001066180, said point being referenced by an iron bar found and also being the True Place of Beginning for the tract of land herein to be described;

Thence South $84^{\circ} 44' 14''$ East, with the south line of said Debolt tract, a distance of 2,648.35 feet to a point on the east line of said Quarter Section, said point being referenced by a stone found, 1.11 feet west;

Thence South $05^{\circ} 00' 52''$ West, with the east line of said Quarter Section, a distance of 1,387.32 feet to a point and being the Northeast corner of a tract of land now or formerly owned by Rochelle S. Farina as described in Imaging No. 2000044643;

Thence North $84^{\circ} 46' 30''$ West, with the north line of said Farina tract, passing over a $5/8''$ rebar found at 10.00 feet, a total distance of 2178.35 feet to a point on the centerline of Butterbridge Road (Twp. Rd. #348, 40 feet wide), said point being referenced by a railroad spike found;

Thence northwestwardly with the centerline of said road and on an arc of a curve to the left, having a Radius of 537.20 feet, a Delta angle of $06^{\circ} 46' 34''$, a Tangent of 33.93 feet, a Chord Bearing and Distance of North $30^{\circ} 40' 29''$ West, 67.75 feet and an Arc distance of 67.79 feet to a point, said point being referenced by an iron marker found;

Thence North $33^{\circ} 54' 19''$ West, with the centerline of said road, a distance of 322.93 feet to a point, said point being referenced by a railroad spike set;

Thence North $32^{\circ} 56' 44''$ East, a distance of 410.06 feet to a point on a 7.725 acre tract of land now or formerly owned by Michael A. Farina as described in Imaging # 2002016417, said point being referenced by a $5/8''$ rebar set;

Thence South $85^{\circ} 54' 23''$ East, with said Farina tract, a distance of 714.90 feet to a point, said point being referenced by a $5/8''$ rebar set;

Thence South 04° 05' 37" West, a distance of 340.84 feet to a point on the southerly line of said Farina tract, said point being referenced by a 5/8" rebar set;

Thence South 85° 54' 23" East, with the southerly line of said tract, a distance of 407.38 feet to a point and being the Southeast corner of said Farina tract; said point being referenced by a 5/8" rebar set;

Thence North 06° 57' 24" East, with the east line of said tract, a distance of 317.83 feet to a point, said point being referenced by a 5/8" rebar set;

Thence North 31° 32' 24" West, with said Farina tract, a distance of 90.27 feet to a point, said point being referenced by a 5/8" rebar set;

Thence North 85° 54' 23" West, and with said Farina tract, a distance of 1,115.13 feet to a point, said point being referenced by a 5/8" rebar set;

Thence South 32° 56' 44" West, with said tract, a distance of 418.18 feet to a point on the centerline of said Butterbridge Road, said point being referenced by a railroad spike found;

Thence North 33° 52' 59" West, with centerline of said Road, a distance of 184.47 feet to a point and being the Southwest corner of a tract of land now or formerly owned by Becky L. Knapp as described in Volume 1218, Page 851 said point be referenced by a railroad spike set;

Thence South 85° 31' 13" East, with the south line of said tract, a distance of 128.61 feet to a point and being the Southeast corner of said Knapp tract, said point being referenced by an iron bar found;

Thence North 24° 37' 41" East, with the easterly line of said Knapp tract, a distance of 135.01 feet to a point, said point being referenced by an iron bar found;

Thence North 07° 04' 39" West, with said Knapp tract, a distance of 97.13 feet to a point, said point being referenced by an iron bar found;

Thence North 07° 08' 14" West, with the east line of said Knapp tract and the east line of a tract of land now or formerly owned by Mark E. Craemer as described in Imaging # 98043835, a distance of 177.65 feet to a point and being the Northeast corner of said Craemer tract, said point being referenced by an iron pipe found;

Thence North 79° 21' 04" West, with the north line of said Craemer tract, a distance of 193.55 feet to a point on the west line of said Section, said point being referenced by an iron bar found;

Thence North 04° 52' 36" East, with the west line of said Section 26, a distance of 482.62 feet to the True Place of Beginning and containing 74.187 acres of land, of which 0.264 acre is in road right-of-way and 3.160 acres out of Imaging # 2002016417 and 71.028 acres out of Imaging # 2002009208 as surveyed in March of 2002 by Larry P. Beaver, P.S. 8055, but subject to all legal highways and any restrictions, reservations or easements of record.

The Basis of Bearing for this survey is North 04° 52' 36" East, as the west line of Section 26, the same as shown on a plat of survey by John M. Johanyak (December 1997) and found in the Stark County Auditors Tax Map Office.

Parcel No. ~~2411266~~ 10005452

Tract No. 7:

Prior Instrument No.: 201702010005079

Situated in the Township of Lawrence, County of Stark, and State of Ohio:

26 NW and 26 SW Lawrence Township;

Known as and being located in part of the Southwest Quarter and Northwest Quarter of Section 26, Township of Lawrence, County of Stark, State of Ohio and being part of a tract of land as conveyed to Akron Baptist Temple as recorded in Deed Vol. 3113, Page 478, and being further bounded and described as follows:

Beginning at and being the true place of beginning for the tract of land herein to be described, a stone found, being the southeast corner of said Northwest Quarter of Section 26;

Thence south 4° 27' 56" west and with the east line of said Southwest Quarter of Section 26 a distance of 249.03 feet to an iron pin set (all iron pins set being ½ inch solid iron bars);

Thence north 84° 46' 30" west a distance of 977.28 feet to an iron pin set;

Thence north 4° 27' 56" east a distance of 140.00 feet to an iron pin set;

Thence north $86^{\circ} 00' 56''$ west and passing through an iron pin set a 1,079.99 feet, a distance of 1,100.00 feet to a railroad spike set, being on the centerline of Butterbridge Road;

Thence north $2^{\circ} 23' 14''$ east and with the centerline of said Butterbridge Road a distance of 339.95 feet to a railroad spike set, being the point of curvature for a curve to the left;

Thence continuing with said centerline and along an arc of a curve to the left having a central angle of $29^{\circ} 30' 13''$ a radius of 573.20 feet, a chord of north $12^{\circ} 21' 52''$ west, 291.91 feet, an arc distance of 295.16 feet to a railroad spike set;

Thence south $84^{\circ} 46' 30''$ east and with the south line of a tract of land now or formerly conveyed to T. Wigglesworth et al., as recorded in O.R. Vol. 1120, Page 335 and passing an iron pin set at 23.51 feet a distance of 2178.80 feet to a 42 inch Locust tree, being on the east line of said Northwest Quarter of Section 26;

Thence south $5^{\circ} 00' 35''$ west and with the east line of said Northwest Quarter of Section 26, a distance of 484.96 feet to the true place of beginning and containing 32.105 acres of land, more or less, of which 9.044 acres are contained in said Southwest Quarter of Section 26 and 23.061 acres of land are contained in said Northwest Quarter of Section 26, but subject to all legal highways and any and all easements, reservations or restrictions that may be of record pertaining to the above-described tract of land as surveyed by Shisler & Associates in December of 1991. Bearing referenced to south $44^{\circ} 41' 00''$ east for the centerline of Orrville Street as recorded in Deed Vol. 3113, Page 478.

Be the same more or less, but subject to all legal highways.

Parcel No.: 2410798

202003130010527

PARCEL 4

DEED 3/13/2020
Rick Campbell 12:47 PM
Stark County Recorder T20200009620
Pages: 3 F:Fees:\$42.00 3/13/2020

ALAN HAROLD
Stark County Auditor
Fee: \$ 80.00
03/13/2020
TRANSFERRED
In Compliance with ORC 316.202
Deputy: KLB 0.50
202002840

GENERAL WARRANTY DEED

Parcel No. 1601640

KNOW ALL MEN BY THESE PRESENTS THAT, **McKINLEY DEVELOPMENT COMPANY, LTD.**, an Ohio limited liability company, the Grantor, for the consideration of One Dollar and other valuable consideration (\$1.00 & OVC) paid with general warranty covenants (O.R.C. § 5302.06) grants to **OHIO LAZY L RANCH, LTD.**, an Ohio limited liability company, the Grantee, whose tax mailing address will be 2824 Woodlawn Avenue, N.W., Canton, Ohio 44708, and the successors and assigns of said Grantee forever, the following described premises:

Situated in the Township of Jackson, County of Stark and State of Ohio:

Known as and being a part of the Northwest Quarter of Section Nineteen (19), Township Eleven (11) North, Range Nine (9) West, of the Ohio River Survey and being more particularly described as follows:

Beginning at an iron pin on the west line of Jackson Township and being located North five degrees and forty-seven minutes East (N 5 degrees - 47' E) One Thousand Six and Two Tenths (1006.2) feet from an iron pin at the south west corner of the Northwest Quarter of said Section 19, thence from this point of beginning continuing along the west line of Section 19 and said Township North five degrees and forty-seven minutes East (N 5 degrees - 47' E) Three Hundred Sixty-One and Five Tenths (361.5) feet to an iron pin in the centerline of Township Road No. 356, thence along the centerline of said Road south fifty-eight degrees and forty-eight minutes East (S 58 degrees - 48' E) One Hundred Forty-Six and One Tenth (146.1) feet to an iron pin, thence South five degrees and forty-seven minutes West (S 5 degrees - 47' W) Two Hundred Ninety-Eight and Seven Tenths (298.7) feet to an iron pin and thence North eighty-four degrees and thirteen minutes West (N 84 degrees - 13' W) One Hundred Thirty-Two (132) feet to the point of beginning, containing an area of one acre, more or less.

TKS ALL 03/13/2020 JMM
1601640

Prior instrument recorded as Instrument Number 200510170069688 of the Stark County Recorder's Office.

SUBJECT TO THE FOLLOWING:

Easement and all other matters to The Ohio Public Service Company recorded July 1, 1941 in Volume 1309 Page 339 of the Stark County Records.

Easement and all other matters to The Ohio Public Service Company recorded November 1, 1941 in Volume 1330 Page 117 of the Stark County Records.

Oil and Gas Lease and all other matters to The East Ohio Gas Company recorded July 19, 1948 in Volume 92 Page 539 of the Stark County Records.

Supplemental Gas Storage Agreement and all other matters to The East Ohio Gas Company recorded July 21, 1948 in Volume 1720 Page 235 of the Stark County Records.

Further subject to all Covenants, Conditions, Restrictions, Reservations and Encumbrances of record and further subject to applicable zoning and all legal highways.

This deed is given as completion/satisfaction of a certain Land Installment Contract between McKinley Development Company, Ltd. and Ohio Lazy L Ranch, Ltd., dated April 15, 2019, and recorded April 15, 2019, in Instrument Number 201904150012811 of the Stark County Recorder's Office.

IN WITNESS WHEREOF, the Grantor sets its hand this 10th day of March, 2020.

McKINLEY DEVELOPMENT COMPANY, LTD., an Ohio limited liability company

By: McKinley Holdings, LLC, an Ohio limited liability company, its Sole Member

By: [Signature]
Robert J. DeHoff, Manager

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named, McKINLEY DEVELOPMENT COMPANY, LTD., an Ohio limited liability company, by McKinley Holdings, LLC, its Sole Member, by Robert J. DeHoff, Manager, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed, both personally and on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at North Canton, Ohio, this 10th day of March, 2020.

[Signature]
Notary Public

This instrument prepared by:
Jamie R. Minor, Esq.
Winkhart & Minor, LLC
825 South Main Street
North Canton, Ohio 44720
Telephone: (330) 433-6700



JULIE A. ALESSANDRO
Notary Public, State of Ohio
My Commission Expires 10-21-2023

PARCELS 5-9

ALAN HAROLD
Stark County Auditor
Fee: \$2,817.60
03/27/2023
TRANSFERRED
In Compliance with ORC 316.202
Deputy:KV \$2.50
202302976

GENERAL WARRANTY DEED

Judith M. Rohr, Trustee of the Lauren R. Rohr Trust dated December 5, 2008, as Amended and of the Judith M. Rohr Trust dated December 5, 2008, as Amended the Grantor, of Stark County, Ohio for good and valuable consideration paid, grants, with general warranty covenants, to Lafayette Holding Partners, Ltd., an Ohio limited liability company, the Grantee, whose tax-mailing address is 2824 Woodlawn Avenue, North Canton, Ohio 44708 the following real property ("Property"):

See Exhibit A

Prior Deed Reference(s): Instrument Number ~~202211150047426~~ and 200901050000331
Parcel Number: 1601697 ~~202211150047426~~
Property Address: Crystal Lake Ave NW Canal Fulton, Ohio 44614

Prior Deed Reference(s): Instrument Number ~~202211150047426~~ and 200901050000331
Parcel Number: 1630560 202211150047426
Property Address: 5095 Crystal Lake Ave NW Canal Fulton, Ohio 44614

Prior Deed Reference(s): Instrument Number ~~202211150047426~~ and 200901050000331
Parcel Number: 1601633 ~~XXXXXXXXXXXX~~
Property Address: Crystal Lake Ave NW Canal Fulton, Ohio 44614

Prior Deed Reference(s): Instrument Number ~~202211150047426~~ and 200901050000331
Parcel Number: 1619808 202211150047426
Property Address: Lafayette Dr NW Massillon, Ohio 4447

Prior Deed Reference(s): Instrument Number 202303080006955 and ~~202211150047426~~
Now Parcel No. 10016891 202211150047426
Property Address: Lafayette Dr NW Canal Fulton, Ohio 44614

TKS ALL 03/27/2023 BH
1601697, 1630560, 1601633, 1619808, 10016891

The Property is subject to all applicable zoning ordinances, legal highways, taxes, and assessments, if any, not yet due and payable.

Executed this 22nd day of March 2023.

Judith M. Rohr, Trustee

Judith M. Rohr, Trustee of the Lauren R. Rohr Trust dated December 5, 2008, as Amended and of the Judith M. Rohr Trust dated December 5, 2008, as Amended

STATE OF OHIO)
) SS:
COUNTY OF STARK)

Before me, a Notary Public in and for said County and State, personally appeared the above-named GRANTOR, Judith M. Rohr Trustee of the Lauren R. Rohr Trust dated December 5, 2008, as Amended and of the Judith M. Rohr Trust dated December 5, 2008, as Amended, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed, individually and as said Trustee.

This is a Notary Acknowledgment. No oath or affirmation was administered to the signer.

In Testimony Whereof, I have hereunto set my hand and official seal at Jackson Township Ohio, this 22nd day of March 2023.

[Signature]

Notary Public

This instrument prepared by and upon recording return to:
Richard W. Arnold, Esq.
Arnold, Gruber and Haren, Ltd.
4580 Stephen Cir. NW, Ste 100
Canton, OH 44718
(330) 563-4149



Ketrina Dallas Sabean
Notary Public, State of Ohio
My Comm. Expires April 03, 2027

EXHIBIT "A"

Parcel 1601697

Situated in the Township of Jackson, County of Stark and State of Ohio:

Known as and being part of the Southwest Quarter of Section 19, Township 11, Range 9, described as follows:

Beginning for the same at an Iron pin at the Southeast corner of the Southwest Quarter of Section 19;

Thence North 4 deg. 30' East with the East Quarter Section Line a distance of 1347.4 feet to an Iron pin at the Southeast corner of A. Rohr property, said Iron pin shall be known as the true place of beginning for the tract herein described:

(1) Thence continuing North 4 deg. 30' East with the Quarter Section line a distance of 30 feet to an iron pin;

(2) Thence North 85 deg. 0' West parallel to the South line of A. Rohr property a distance of 1130.67 feet to a point in the center of Crystal Lake Avenue (T-354) (witnessed by an Iron pin 22.53 feet East on the North property line);

(3) Thence South 1 deg. 53' West with the center of said road a distance of 30.04 feet to a point (witnessed by an Iron pin 22.53 feet East on the South property line);

(4) Thence South 85 deg. 0' East a distance of 1129.3 feet to true place of beginning and containing 0.78 acres more or less.

Reserving unto the Grantors all rights in and to oil and/or gas which may be found in or under the above described premises. Also granting unto the Grantors the right and use of the above described premises for roadway purposes and for the purpose of ingress and egress from Grantor's premises which adjoins said roadway.

Grantee agrees to make appropriate provisions by use of culverts with a minimum diameter of 12 inches so as to allow for the natural flow of water through the above described premises.

Crystal Lake Ave NW
Canal Fulton, Ohio 44614

Parcel 1630560

Situated in the Township of Jackson, County of Stark, and State of Ohio:

And known as and being part of the Southwest Quarter of Section 19 in Jackson Township, Stark County, Ohio and bounded and described as follows:

Beginning at the Northwest corner of said quarter section;

(1) Thence South along the section line 2484 feet;

Thence East, parallel to the South line of said quarter section, 1644.6 feet to a point on the center line of a certain public road;

(2) Thence North along the center line of said road 2501.3 feet to the North line of said quarter section;

(3) Thence West along the quarter section line 1510 feet to the place of beginning; containing ninety (90) acres, more or less, but subject to all legal highways, coal reservations, if any, of record, and such rights of the users of a lane which runs in an Easterly and Westerly direction across the middle portion of the tract herein conveyed.

Excepting from Parcel No.1630560.

Situated in the Township of Jackson, County of Stark, and State of Ohio:

And being part of the Southwest Quarter of Section 19, (T-11, R-9);

Beginning at a railroad spike found on the intersection of the North line of said Section 19, and the centerline of Crystal Lake Avenue, N.W., a 45 foot public right of way (per County Field Book, 406, Pages 63-66);

Thence South 01 deg. 27' 00" West along the centerline of said Crystal Lake Avenue, a distance of 148.27 feet to a railroad spike set and the true place of beginning;

(1) Thence continuing South 01 deg. 27' 00" West along the centerline of said Crystal Lake Avenue, a distance of 210.00 feet to a railroad spike set;

(2) Thence North 88 deg. 33' 00" West a distance of 290.00 feet to a 1/2 inch iron bar with cap set (passing over a 1/2 inch iron bar with cap set on the Westerly right of way line of said Crystal Lake Avenue at 22.50 feet);

(3) Thence North 01 deg. 27' 00" East a distance of 210.00 feet to a 1/2 inch iron bar with cap set;

(4) Thence South 88 deg. 33' 00" East a distance of 290.00 feet to a railroad spike set and the true place of beginning (passing over a 1/2 inch iron bar with cap set on the Westerly right of way line of said Crystal Lake Avenue at 22.50 feet).

The above described tract of land encloses and comprises part of tract that was conveyed to Lauren and Judith M. Rohr by a deed recorded in Volume 3505, Page 203 Stark County Deed Records and contains 1.398 acres as surveyed by Ronald P. Dohy, P.S. #6178 of Hammontree and Associates, Limited, Engineers and Surveyors of North Canton, Ohio in July of 1990.

Subject to an easement of 22.50 feet for roadway purposes.

5095 Crystal Lake Ave NW
Canal Fulton, Ohio 44614

Parcel 1601633

Situated in the Township of Jackson, County of Stark, and State of Ohio:

And known as and being part of the Southwest quarter of Section 19, Jackson Township, and bounded and described as follows:

Beginning at a point 947.4 feet North of the Southeast corner of said quarter;

(1) Thence North along the East line of said quarter 1547.5 feet to an iron pin on the center line of a certain public road;

(2) Thence Northwest along the center line of said road 270.0 feet to a point on the North line of said quarter.

(3) Thence West along the North line of said quarter 990.0 feet to the center line of a certain public road;

(4) Thence South along the center line of said road 1727.5 feet to a point 948.25 feet North of the South line of said quarter;

(5) Thence East 1123.72 feet to the place of beginning.

The above described tract contains approximately 45.6 acres, be the same more or less, but subject to all legal highways;

Exception No. 1 from Parcel No.1601633.

Situated in the Township of Jackson, County of Stark, and State of Ohio:

And known as and being part of the Southwest Quarter of Section 19 in said Township, and beginning the description for the same at an iron pin on the East line of said Quarter 947.4 feet North of the Southeast corner of said Quarter.

(1) Thence North 85 deg. West, 1109.0 feet to an iron pin on the center line of a certain public road;

Thence North 1 deg. 53' East along the center line of said road 400.0 feet to an Iron pin;

(2) Thence South 85 deg. East 1129.3 feet to an Iron pin on the East line of said Quarter, and

Thence Southward along the Quarter line 400.0 feet to the place of beginning, and containing 10.28 acres of land, more or less, but subject to all legal highways, leaving 35.32 acres of land in the tract hereby described.

Exception No. 2 from Parcel No. 1601633.

Situated in the Township of Jackson, County of Stark, and State of Ohio:

And known as and being part of the Southwest Quarter of Section 19, Township 11 and Range 9, and further described as follows:

Beginning for same at an Iron pin at the Southeast corner of the Southwest Quarter of Section 19;

Thence North 4 deg. 30' East with the East Quarter Section Line a distance of 1347.4 feet to an Iron pin at the Southeast corner of A. Rohr property, said Iron pin shall be known as the true place of beginning for the tract herein described;

(1) Thence continuing North 4 deg. 30' East with the quarter section line a distance of 30.0 feet to an Iron pin;

(2) Thence North 85 deg. 00' West, parallel to the South line of A. Rohr property, a distance of 1130.67 feet to a point in the center of Crystal Lake Ave. (T-354), (witnessed by an Iron pin 22.53 feet East on the North property line);

(3) Thence South 1 deg. 53' West with the center of said road a distance of 30.04 feet to a point (witnessed by an Iron pin 22.53 feet East on the South property line);

(4) Thence South 85 deg. 00' East a distance of 1129.3 feet to the true place of beginning and containing 0.78 of an acre, more or less; all subject to oil and gas leases and easements of record, and subject further to all legal highways, the same being applicable to all of the tracts herein conveyed.

Leaving 34.54 acres in Parcel No. 1601633.

Crystal Lake Ave NW
Canal Fulton, Ohio 44614

Parcel 1619808

Situated in the Township of Jackson, County of Stark and State of Ohio:

Being a part of the Northwest Quarter of Section 19, Township 11, Range 9, beginning in the South line of the Northwest Quarter of Section 19, Township 11, Range 9, in middle of the Fulton Road;

- (1) Thence West on said line 15.50 Chains to a stake;
- (2) Thence North 3 Degrees East 22 Links to a stake;
- (3) Thence East parallel with said South line 15.45 Chains to the middle of the Fulton Road,
- (4) Thence South 50 Degrees West 25 Links to the place of beginning and containing 34/100 acre.

Subject to all covenants, easements, conditions, rights-of-way and any other restrictions of record.

Parcel 10016891 Legal Attached



E.C. METZGER & ASSOCIATES, INC.

LAND SURVEYING SERVICES

EDWARD C. METZGER, P.S.
P.O. BOX 357
MIDDLEBRANCH, OHIO 44852-0357
www.ecmetzgersurvey.com

JOEL D. METZGER, P.S.
PHONE: (330) 875-5095
PHONE: (330) 455-4942

DESCRIPTION OF 33.622 ACRES – TRACT 4

Known as and located in the Northwest Quarter of Section 19, (T-11, R-9) Jackson Township, Stark County, State of Ohio, being part of lands now or formerly owned by Lauren R. & Judith M. Rohr, Trustees, as described in Instrument #200901050000331 of the Stark County Records and being further bounded and described as follows:

Beginning at and being the true place of beginning for the tract of land herein to be described: a 3" bronze disk Stark County monument found at the southwest corner of said Northwest Quarter (JAC-092);

- 1.) Thence N 02° 11' 12" E, with the west line of said Northwest Quarter, a distance of 1006.20 feet to a 5/8" iron bar with "E C Metzger 7090" cap set at the southwest corner of a tract of land now or formerly owned by Ohio Lazy L Ranch, Ltd., as described in Instrument #202003130010527 of the Stark County Records;
- 2.) Thence S 87° 48' 48" E, with the south line of said Ohio Lazy L Ranch, Ltd. tract, a distance of 132.00 feet to a 5/8" iron bar with "E C Metzger 7090" cap set at the southeast corner of said Ohio Lazy L Ranch, Ltd. tract;
- 3.) Thence N 02° 11' 12" E, with the east line of said Ohio Lazy L Ranch, Ltd. tract, passing over a 5/8" iron bar with "E C Metzger 7090" cap set at 265.13 feet, a distance of 298.36 feet to the northeast corner of said Ohio Lazy L Ranch, Ltd. tract, being on the centerline of Lafayette Dr. N.W. – 60' R/W, as recorded in Deed Volume 1013, pages 452-454 of the Stark County Records;
- 4.) Thence S 62° 20' 08" E, with the centerline of said Lafayette Dr. N.W., a distance of 1484.22 feet to a mag nail set at the intersection of said centerline of Lafayette Dr. N.W. and the centerline of Crystal Lake Ave. N.W. – 45' R/W (R.R. "A", p. 205);
- 5.) Thence S 00° 55' 38" E, with the centerline of said Crystal Lake Ave. N.W., a distance of 660.58 feet to the intersection of said centerline of Crystal Lake Ave. N.W. and the south line of said Northwest Quarter;

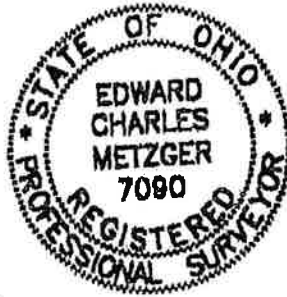
Continued on Page 2

Description of 33.522 Acres -- Tract 4, Continued

6.) Thence N 88° 03' 38" W; with the south line of said Northwest Quarter, passing over a 5/8" iron bar with "E C Metzger 7090" cap set at 22.53 feet, a distance of 1507.78 feet to a 3" bronze disk Stark County monument found and the true place of beginning, containing within said bounds 33.522 acres, of which, 1.351 acres are within the right-of-way of Lafayette Dr. N.W. (S.R. 236) - 60' R/W, as recorded in Deed Volume 1013, pages 452-454 of the Stark County Records and Crystal Lake Ave. N.W. (T-354) - 45' R/W (R.R. "A", p. 205), as surveyed by Edward C. Metzger, Ohio Professional Surveyor No. 7090, of E.C. Metzger & Associates, Inc., in August of 2022, and being subject to all legal highways, and any and all easements, reservations, or restrictions that may be of record pertaining to the above described tract of land.

Basis of bearings: Bearings are based on grid north of the Stark County Geodetic Reference System. The SCGRS points used to establish the datum are JAC-091, JAC-092, and JAC-093.

2022.075 - 33.522 Ac. - Tract 4



Surveyed by,
E.C. Metzger & Associates, Inc.

Edward C Metzger
Edward C. Metzger, P.S.

"Deed checked for tract
description only"
for STARK COUNTY ENGINEER

FEB 27 2023

by STARK COUNTY AUDITOR

[Signature] Deputy

APPROVED BY THE
STARK COUNTY REGIONAL PLANNING COMMISSION
NO PLAT REQUIRED
In Compliance with ORC 711.091(B)(1)
BY: *[Signature]* DATE: *3/3/23*

PARCELS 10, 12, 13

ALAN HAROLD
Stark County Auditor
Fee: \$1,437.70
03/20/2023
TRANSFERRED
In Compliance with ORC 316.202
Deputy: KV \$1.50
202302680

GENERAL WARRANTY DEED

TKS ALL EACH 03/20/2023 BH
2500122, 1607089, 1601637

Judith M. Rohr, Trustee of the Lauren R. Rohr Trust dated December 5, 2008, as Amended and of the Judith M. Rohr Trust dated December 5, 2008, as Amended the Grantor, of Stark County, Ohio for good and valuable consideration paid, grants, with general warranty covenants, to **Crystal Lake Holding, LTD**, an Ohio limited liability company, the Grantee, whose tax-mailing address is 2824 Woodlawn Avenue, North Canton, Ohio 44708 the following real property ("Property"):

See Exhibit A

Prior Deed Reference(s): Instrument Number 202211150047426 and 200901050000331
Parcel Number: 2500122
Property Address: 5153 Crystal Lake Ave NW Canal Fulton, Ohio 44614

Prior Deed Reference(s): Instrument Number 202211150047426 and 200901050000331
Parcel Number: 1607089
Property Address: VL Crystal Lake Ave NW Canal Fulton, Ohio 44614

Prior Deed Reference(s): Instrument Number 202211150047426 and 200901050000331
Parcel Number: 1601637
Property Address: VL Crystal Lake Ave NW Canal Fulton, Ohio 44614

The Property is subject to all applicable zoning ordinances, legal highways, taxes, and assessments, if any, not yet due and payable, all applicable restrictions, conditions, limitations, leases, rights of way, reservations, and easements of record or otherwise contained herein.

Prepared By:
Arnold, Gruber & Staben, Ltd
4580 Stephen Circle NW, Ste 100
Canton, Ohio 44718
330-563-4149

EXHIBIT "A"

Parcel No. 1
2500122

Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as and being a part of the Southeast Quarter of Section No. 24 of said Township of Lawrence, and beginning the description for the same at the northeast corner of said Quarter,

- (1) thence southward along the section line 1830.0 feet;
- (2) thence westward 1460.0 feet;
- (3) thence northward 1839.0 feet to a point on the quarter line and thence eastward along the quarter line 1460.0 feet to the place of beginning and containing 61.5 acres.

Excepting from Parcel No. 1:

Excepting therefrom a 5.000 acre tract of land described as follows:

Situated in the Township of Lawrence, County of Stark and State of Ohio, and being part of the Southeast Quarter, Section 24, Township 1, Range 10, more fully bounded and described as follows, to wit:

Beginning at the northeast corner of the Southeast Quarter of said Section 24;

thence south 02 degrees 28 minutes 45 seconds west along the east line of said section, said line also being the township and range line a distance of 860.42 feet to a point in the center of an access lane as recorded in Volume 3405, Page 203 of the Stark County Records of Deeds. and the true place of beginning for the tract of land herein described;

- (1) thence continuing south 02 degrees 28 minutes 48 seconds west along the east line of said quarter section and along the township and range line a distance of 885.00 feet to a point;
- (2) thence north 87 degrees 31 minutes and 14 seconds west a distance of 250.00 feet to a point;
- (3) thence north 02 degrees 28 minutes 46 seconds east a distance of 857.71 feet to a point in the center of said lane:

- (4) thence north 85 degrees 15 minutes 03 seconds east along the center of said lane a distance of 251.41 feet to a point and the true place of beginning, containing 5.000 acres of land.

Leaving 56.5 acres in Parcel No. 1, more or less.

Together with and including such rights to the use of a lane as maybe provided by a certain warranty deed from M.C. Oser and Mary E. Oser, husband and wife to Andrew C. Rohr and Beulah Rohr, husband and wife, recorded in Volume 1481, page 484 of the Stark County, Ohio, Records, which said lane rights and warranty deed are the subject of a Memorandum of Agreement dated September 12, 1977, by and between Lauren Rohr and Judith M. Rohr, husband and wife, and Harry L. Mallalieu and Marion E. Mallalieu, husband and wife, and Lee Sherman Mallalieu and Helen L. Mallalieu, husband and wife, recorded in Volume 4038, page 82 of the Stark County, Ohio Records.

Said lane is stated to run in an Easterly and Westerly direction across the middle portion of the property conveyed by the warranty deed referred to above recorded in Volume 2858, page 7 of the Stark County, Ohio Records.

Subject to the following:

Gas Storage Agreement to The East Ohio Gas Company recorded in Official Rec. 204, page 697, Stark County, Ohio Records; Memorandum of Agreement recorded in Volume 4038, page 62, Stark County, Ohio Records.

Parcel 16-07089

Situated in the Township of Jackson, County of Stark, State of Ohio and known as and being part of the Southwest Quarter of Section 19, Township 11, Range 9, Stark County, Ohio bounded as follows:

Beginning at a stone on the south line of said section in the center of the public highway running from Millport to the Massillon-Canal Fulton Road;

- (1) thence westerly along the south line of said section, 1654 feet to the southwest corner of said section;
- (2) thence northerly along the west line of said section 173 feet;
- (3) thence easterly parallel with the south line of said section, 1644.6 feet to the center of said public road; thence southerly along the center of said road 174.2 feet to the place of beginning, containing six and one-half acres (6 ½) acres of land, more or less.

Excepting from Parcel No. 5:

A tract of land located in Jackson Township, Stark County, Ohio and known as and being a part of the Southwest Quarter of Section 19, Township 11, Range 9, and further described as follows:

Beginning for same at an iron pin at the intersection of the center line of Crystal Lake Avenue (T-354) and the South section line;

- (1) thence North 1 degree 46 minutes West with the center of said street, a distance of 174.20 feet to an iron pin;
- (2) thence North 86 degrees 00 minutes West and parallel to the south section line, a distance of 625.00 feet to an iron pin;
- (3) thence South 1 degree 46 minutes East, a distance of 174.20 feet to an iron pin on the south section line;
- (4) thence South 86 degrees 00 minutes East with the south section line, a distance of 625.00 feet to the place of beginning and containing 2.49 acres, more or less, but subject to all legal highways.

Leaving 4.01 Acres In Parcel No. 5.

Parcel 16-01637

Situated in the Township of Jackson, County of Stark, State of Ohio and known as and being part of the Northwest Quarter of Section 30, Township 11 (Jackson), Range 9, beginning at the stone at the Northwest corner of said Section 30, thence South 86 1/4 degrees East on the North line of said Section 1656.26 feet to the center line of a certain public road;

- (1) thence in the center of said road South 30 minutes West 521.4 feet;
- (2) thence North 86½ degrees West on a line parallel with the North line of the Section 1683 feet to the West line of said Section;
- (3) thence North 3½ degrees East on the West line of said Section 521.4 feet to the place of beginning, containing 20 acres.

The above is a corrected surveyed description made by Ray I. Bechtel of the Stark County Engineer's Office on July 29, 1930, as shown in Field Book 333, Page 19, to all of which reference is hereby made.

PARCEL 11

ALAN HAROLD
Stark County Auditor
Fee: M
03/15/2023
TRANSFERRED
In Compliance with ORC 316.202
Deputy:TW \$0.50
202302585

WARRANTY DEED

Butterbridge Real Estate Management, Ltd, an Ohio limited liability company, for the consideration of Ten Dollars and other valuable consideration (\$10.00 + o.v.c) received to its full satisfaction of Crystal Lake Holding, Ltd., an Ohio limited liability company the Grantee, whose TAX MAILING ADDRESS is 2824 Woodlawn Avenue, North Canton, Ohio 44708, does GIVE, GRANT, BARGAIN, SELL AND CONVEY with General Warranty Covenants unto the said Grantee, its successors, and assigns forever, all such right and title as the said Grantor, has or ought to have in and to the following described parcels of land:

See attached Exhibit "A"

be the same more or less but subject to all conditions, restrictions, encumbrances and easements of record and legal highways.

Prior Deed Reference: Instrument Number 202001310004428
Parcel Number: 2500117
Property Address: 5147 Crystal Lake Ave NW Canal Fulton, Ohio 44614

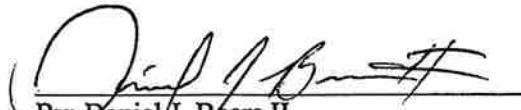
And the said Grantor, does for itself and its successors, and assigns, covenant with the said Grantee, that at and until the ensealing of these presents, it is well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and has good right to bargain and sell the same in manner and form as above written, and that the same are free from all encumbrances whatsoever except conditions, restrictions and encumbrances of record and taxes and assessments, if any, which shall be prorated to the date of delivery of this deed; and that it will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors, and assigns, against all lawful claims and demands whatsoever.

{SIGNATURE PAGE TO FOLLOW}

TKS ALL 03/15/2023 CW
2500117

Executed this 14th day of March 2023.

Butterbridge Real Estate Management, Ltd,
an Ohio limited liability company


By: Daniel J. Beers II
Its: Manager

STATE OF OHIO)
) SS:
COUNTY OF STARK)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Butterbridge Real Estate Management, Ltd, an Ohio limited liability company, by Daniel J. Beers II, its Manager, who acknowledged that he did sign the foregoing instrument on behalf of said limited liability company and that the same is its free act and deed, and the free act and deed of him personally as such Manger.

This is a Notary Acknowledgment. No oath or affirmation was administered to the signer.

In Testimony Whereof, I have hereunto set my hand and official seal at Canton, Ohio, this 14th day of March 2023.


Notary Public

This instrument prepared by and upon recording return to:
Richard W. Arnold, Esq.
Arnold, Gruber & Haren, Ltd.
4580 Stephen Circle NW Suite 100
Canton, Ohio 44718
(330) 563-4149



Richard W. Arnold
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 RC

EXHIBIT "A"

Situated in the Township of Lawrence, County of Stark, and State of Ohio:

And being part of the Southeast Quarter, Section 24, Township 1, Range 10, more fully bounded and described as follows, to wit:

Beginning at the Northeast corner of the Southeast Quarter of said Section 24;

Thence South 02 deg. 28' 46" West along the East line of said section, said line also being the township and range line a distance of 860.42 feet to a point in the center of an access lane as recorded in Volume 3405, Page 203 of the Stark County Records of Deeds, and the true place of beginning for the tract of land herein described;

Thence continuing South 02 deg. 28' 46" West along the East line of said quarter section and along the township and range line a distance of 885.00 feet to a point;

Thence North 87 deg. 31' and 14" West a distance of 250.00 feet to a point;


Thence North 02 deg. 28' 46" East a distance of 857.71 feet to a point in the Center of said line;

Thence North 85 deg. 15' 03" East along the center of said lane a distance of 251.41 feet to a point and the true place of beginning, containing 5.000 acres of land.

The above described tract of land contains 5.000 acres of land as surveyed by Dennis D. Fulk, Registered Surveyor No. 6176 in August 1977.

EASEMENT PARCEL

Rights of ingress, egress as set forth in the Memorandum of Agreement recorded in Volume 4038, Page 62, Recorder's Office, Stark County, Ohio.

 Case Information

STARK COUNTY TREASURER VS BUTTERBRIDGE REAL ESTATE MANAGEMENT LTD

Assigned to Judge Heath in Stark County Common Pleas Court

2023CV00012

Case Type

Foreclosures

Filed On

Jan 4, 2023

Case Status

Open Case

Next Action

None

Financials

Costs

\$498.16

Payments

\$0.00

Balance

\$498.16 Pay Now

Parties

Type

Plaintiff


TREASURER OF STARK COUNTY
110 CENTRAL PLAZA SOUTH CANTON OH 44702

Attorney

GERARD YOST

Defendant

BUTTERBRIDGE REAL ESTATE MANAGEMENT LTD
2824 WOODLAWN AVENUE NW CANTON OH 44708

 Docket

▲ Date	Docket Entry
Jan 4, 2023	COMPLAINT FILED INSTRUCTIONS FOR SERVICE FILED. SUMMONS AND COPIES OF COMPLAINT SENT TO BUTTERBRIDGE REAL ESTATE MANAGEMENT LTD BY CERTIFIED MAIL (###447082023CV00012000!!!);
Jan 4, 2023	DESIGNATION FORM FILED
Jan 4, 2023	PRELIMINARY JUDICIAL REPORT
Jan 17, 2023	SERVICE COMPLETE FOR SERVICE ISSUED 01-04-2023 CERTIFIED MAIL TO BUTTERBRIDGE REAL ESTATE MANAGEMENT LTD 2824 WOODLAWN AVENUE NW CANTON OH 44708 ON 01-09-2023
Feb 1, 2023	FINAL JUDICIAL REPORT
Feb 17, 2023	PLAINTIFF TREASURER OF STARK COUNTY - MOTION FOR DEFAULT JUDGMENT - WITH PROOF OF SERVICE FILED

IN THE COURT OF COMMON PLEAS
STARK COUNTY, OHIO

LYNN M. TOWNSEND
CLERK OF COURTS
STARK COUNTY, OHIO
2023 JAN -4 PM 2:33

ALEXANDER A. ZUMBAR
STARK COUNTY TREASURER,

Plaintiff,

vs.

BUTTERBRIDGE REAL ESTATE
MANAGEMENT LTD, et al.,

Defendants.

CASE NO. 2023CV00012

JUDGE

Heath

PARCEL NO. 2613863

PRAECIPE

TO THE CLERK:

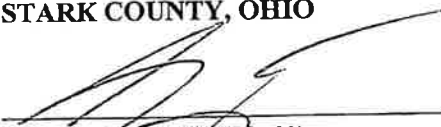
Please serve on the following defendants a summons, together with a copy of this Complaint and a copy of the Preliminary Judicial Report attached thereto, by certified mail, return receipt requested:

BUTTERBRIDGE REAL ESTATE
MANAGEMENT LTD
2824 WOODLAWN AVENUE NW
CANTON, OH 44708
STARK COUNTY

and make the same returnable according to law.

KYLE L. STONE, Reg. No. 0095140
PROSECUTING ATTORNEY
STARK COUNTY, OHIO

By:


Gerard T. Yost (#0055750)
Assistant Prosecuting Attorney
Stark County Prosecutor's Office
110 Central Plaza South, Suite 510
Canton, Ohio 44702
Phone: (330) 451-7856
Email: gtyst@starkcountyohio.gov

Attorney for Plaintiff

LYNN M. T. HARGREAVES
CLERK OF COURTS
STARK COUNTY, OHIO
2023 JAN -4 PM 2:33

IN THE COURT OF COMMON PLEAS
STARK COUNTY, OHIO

ALEXANDER A. ZUMBAR
STARK COUNTY TREASURER
110 Central Plaza South, Ste. 250
Canton, Ohio 44702,

CASE NO. 2023 CV 00012

JUDGE

PARCEL NO. 2613863

Heath

Plaintiff,

COMPLAINT FOR FORECLOSURE

vs.

BUTTERBRIDGE REAL ESTATE
MANAGEMENT LTD
2824 WOODLAWN AVENUE NW
CANTON, OH 44708
STARK COUNTY

Defendants.

FIRST CAUSE OF ACTION

1. Plaintiff, Alexander A. Zumbar, as the Treasurer of Stark County, Ohio, for the First Cause of Action states that the taxes, assessments, penalties, interest and charges accrued on the following described real estate situated in the State of Ohio, County of Stark and City of Canal Fulton:

Known as and being those premises described on "Exhibit A-Legal Description" attached hereto and incorporated herein.

subject to all easements, restrictions and conditions of record, if any, have not been paid in accordance with the law and have therefore become and have been declared due and payable.

2. Plaintiff further states that **Butterbridge Real Estate Management LTD** is the owner of the aforementioned property by way of an instrument of law (deed), recorded in the Office of the Recorder, Stark County, Ohio by instrument recorded in 201812280051942, Stark County, Ohio, Records.

3. Plaintiff further states that there is currently due the unpaid sum of \$7,427.08, plus interest, late charges, and costs incurred in this foreclosure action for which the Plaintiff asks judgment.

SECOND CAUSE OF ACTION

4. For his Second Cause of Action Plaintiff adopts all of the allegations contained in the First Cause of Action as if fully rewritten herein and further states that in order to secure the above unpaid sum due and payable by said Defendant, Plaintiff, pursuant to the provisions of Sections 5721.10, 323.11 and 323.47 of the Ohio Revised Code, claims a valid first lien on the premises described herein for all taxes, assessments, penalties, interest and charges, together with court costs, if any, in such amounts as appear on the tax lien records in the office of the Stark County Treasurer, the Clerk of Courts of Stark County, and the Stark County Recorder's Office in this cause.

5. Plaintiff further states that the Defendants named in the Complaint have or claim to have an interest in the premises.


WHEREFORE, this Plaintiff prays on his First Cause of Action for judgment against the Defendant, **Butterbridge Real Estate Management LTD**, in the amount of \$7,427.08, plus interest, late charges and costs incurred in this foreclosure action; and

WHEREFORE, Plaintiff further prays on his Second Cause of Action that the property herein be foreclosed and all equities of redemption be forever cut off; that the liens on the property be marshaled; that said premises be sold as upon execution free and clear of all liens, interests and dower and that the proceeds thereof be applied to Plaintiff's claim as set out in the foregoing Complaint; that the Defendants be required to set forth their liens upon or interest in said property or be forever barred from asserting same; for costs of this action; and for such further relief as the Court deems just and equitable; and further, that in the event of the sale of the premises herein described, the real estate taxes, assessments, penalties, interest and charges due and owing on the above-described real estate situated in the State of Ohio, County of Stark and City of Canal Fulton be declared a valid first and prior lien upon such premises; that taxes, penalties, assessments, interest and charges other than those on said real estate, together with court costs, if any, be declared a lien; that all taxes, assessments, penalties, interest and charges, together with those accruing hereafter, and the court costs, if any, be paid first from the proceeds of such sale, together with his costs in this action.

Respectfully submitted,

KYLE L. STONE, Reg. No. 0095140
PROSECUTING ATTORNEY
STARK COUNTY, OHIO

By:


Gerard T. Yost (#0055750)
Assistant Prosecuting Attorney
Stark County Prosecutor's Office
110 Central Plaza South, Suite 510
Canton, Ohio 44702
Phone: (330) 451-7856
Email: gtvost@starkcountyohio.gov

Attorney for Plaintiff

OTIRB Record Products

Preliminary Judicial Report
(04/15/2010)

PRELIMINARY JUDICIAL REPORT

Issued by General Title Insurance Company

ORDER NO. 8500-992
PJR NO. OH222549

Guaranteed Party Name **Stark County Treasurer**
Guaranteed Party Address **115 Central Plaza, N.**
City, State, Zip Code **Canton, Ohio 44702**

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, GENERAL TITLE INSURANCE COMPANY (hereinafter "the Company") hereby guarantees in an amount not to exceed \$7,684.42 that it has examined the public records in Stark County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in **Butterbridge Real Estate Management, Ltd.** by Instrument recorded in **Instrument No. 201812280051942** and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed Party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations contained herein.

This Report shall not be valid or binding until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

Effective Date: October 11, 2022

Issued By: FER Title Agency, LLC
 3521 Whipple Avenue NW
 Canton, Ohio 44718

Signed By: 
 Donald L. Robbins, Jr.

GENERAL TITLE INSURANCE COMPANY

ORDER NO. 8500-992
PJR NO. OH222549

**PRELIMINARY JUDICIAL REPORT
SCHEDULE A
DESCRIPTION OF LAND**

Tract No. 3:

Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Said parcel being a part of the Northeast Quarter of Section 24, Township 1, Range 10 and more fully described as follows:

Beginning at a stone marking the Northeast Corner of said Section 24, said point being the true place of beginning, thence South 3° 15' 15" West with the East line of said section for a distance of 2651.07 feet to the Southeast corner of the Northeast Quarter of said section, thence with the South line of said quarter section North 86° 40' 45" West for a distance of 2360.25 feet to an iron pin, thence North 3° 34' 15" East for a distance of 2663.67 feet to an iron pin on the North line of said section, then with the North line of said section South 86° 22' 15" East for a distance of 2345.57 feet to the true place of beginning and containing 143.537 acres.

EXCEPTING FROM THE ABOVE-DESCRIBED TRACT NO. 3, THE FOLLOWING THREE DESCRIBED PARCELS:

Parcel 1: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as and being a part of the Northeast Quarter Section 24, Township 1 (Lawrence) Range 10, Stark County, Ohio, and being further described as follows: Beginning for the same at the Northeast corner of the Northeast Quarter Section 24; thence South 3° 15' 15" West along the Township, Section and Range line of said Quarter Section, a distance of 50.00 feet to a point and being the true place of beginning for the tract of land herein to be described; thence continuing South 3° 15' 15" West along the Township, Section and Range line of said Quarter Section, a distance of 213.00 feet to a point; thence North 86° 22' 15" West and parallel to the North line of said Quarter Section a distance of 365.22 feet to a point on the centerline of Akron Avenue (State Route 236); thence North 20° 23' 15" West along the centerline of said Akron Avenue, a distance of 233.18 feet to a point; thence South 86° 22' 15" East and parallel to the North line of said Quarter Section, a distance of 458.73 feet to the true place of beginning and containing 2.014 acres of land more or less.

Parcel 2: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as and being a part of the Northeast Quarter Section 24, Township 1 (Lawrence) Range 10, Stark County, Ohio, and being more particularly described as follows:

Beginning at the Northeast corner of said Northeast Quarter Section 24, thence South 3° 15' 15" West with the East line of said Northeast Quarter Section 24, a distance of 283.00 feet to the true place of beginning of the tract to be described; thence continuing South 3° 15' 15" West with the East line of said Northeast Quarter Section 24, a distance of 831.89 feet to a point on the center-line of Akron Avenue (S.R. 236); thence North 20° 23' 15" West with said centerline, a distance of 910.72 feet to a point; thence South 86° 22' 15" East a distance of 365.22 feet to the true place of beginning and containing 3.487 acres of land more or less.

Parcel 3: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as being part of the Northeast Quarter of Section 24 of said Township and being part of a 143.537-acre parcel now or formerly owned by P. and B. Holsing as recorded in Volume 3184, Page 529 of the Stark County Deed Records and further described as follows: Beginning at a hex head County monument found at the northeast corner of said Northeast Quarter; thence South 03° 15' 15" West (basis of bearing taken from said Holsing Deed) along the east line of said Northeast Quarter Section, a distance of 1284.28 feet to the centerline of Lafayette Drive (T-355) (66' wide); thence North 61° 21' 48" West along the centerline of said Lafayette Drive as established by the Stark County Engineers Office in May, 1988, a distance of 713.86 feet to a nail found above 1" bar at the True Place of Beginning of the parcel herein, described;

- 1) Thence South 03° 15' 15" West, a distance of 347.24 feet (passing over a 5/8" rebar set at 36.53 feet) to a 5/8" rebar set;
- 2) Thence North 86° 44' 45" West, a distance of 300.00 feet to a 5/8" rebar set;
- 3) Thence North 03° 15' 15" East, a distance of 523.97 feet (passing over a 5/8" rebar set at 485.67 feet) to a railroad spike set;
- 4) Thence South 56° 14' 34" East along the centerline of said Lafayette Drive, a distance of 348.19 feet to the True Place of Beginning and containing 3.000 acres as surveyed by Ronald C. Hinton, S-6270, in October 1988.

Subject to right of way of Lafayette Drive (T-355).

Leaving 135.04 acres, more or less, of land in above-described Tract No. 3.

Parcel No. 2613863

SCHEDULE B

The matters shown below are exceptions to this Preliminary Judicial Report and the Company assumes no liability arising therefrom.

- a. Subject to restrictions, conditions, covenants, agreements, limitations, reservations, right of ways, and easements, if any, of record.
- b. Reservation according to instrument recorded on September 14, 2018, in Instrument No. 201809140036842 of the Stark County imaging records; for further details, see record.
- c. Easement granted to the Ohio Bell Telephone Company according to instrument recorded on April 7, 1933, in Volume 1080, Page 571 of the Stark County imaging records.
- d. Easement granted to the Ohio Public Service Company according to instrument recorded on July 12, 1948, in Volume 1720, Page 207 of the Stark County imaging records.
- e. Easement granted to Ohio Edison Company according to instrument recorded on July 2, 1979, in Volume 4163, Page 918 of the Stark County imaging records.
- f. Taxes are delinquent in the amount of \$7,677.01 through the second half of 2021. Taxes for the first half of 2022 and thereafter are a lien not yet due and payable. There are delinquent assessments in the amount of \$7.41 through the second half of 2021. Assessments for the first half of 2022 and thereafter are a lien not yet due and payable. Permanent Parcel No 26-13863. Copies of tax information are attached hereto.

GENERAL TITLE INSURANCE COMPANY

Issuing Agent	Donald L. Robbins, Jr.
Address	3521 Whipple Avenue N.W.
City, State, Zip	Canton, Ohio 44718
Telephone	330-244-0997

**CONDITIONS AND STIPULATIONS
OF THIS PRELIMINARY JUDICIAL REPORT**

1. Definition of Terms

"Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.

"Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.

"Land": The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.

"Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. Determination of Liability

This Report together with any Final Judicial Report or any Supplement or Endorsement thereof, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

3. Liability of Company

This Report is a guarantee of the record title of the Land only, as disclosed by an examination of the Public Records herein defined.

4. Notice of Claim to be given to Guaranteed Claimant

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party receives actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. Extent of Liability

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys' fees and costs of defense, only of the Guaranteed Party. Any and all payments under this Report shall reduce the amount of this Report *pro tanto* and the Company's liability shall terminate when the total amount of the Report has been paid.

6. Options to Pay or Otherwise Settle Claims; Termination of Liability

The Company in its sole discretion shall have the following options:

- a. To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys' fees, costs or expenses paid by the Company to the date of tender. If this option is exercised, all liability of the Company under this Report terminates including but not limited to any liability for attorneys' fees, or any costs of defense or prosecution of any litigation.
- b. To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.
- c. To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- d. To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien or encumbrance guaranteed against by this Report.

7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to General Title Insurance Company at 25111 Country Club Blvd., Suite 210, North Olmsted, Ohio 44070.

EXCLUSIONS FROM COVERAGE

1. The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the Land.
2. The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records.
3. The Company assumes no liability under the Report for matters affecting title subsequent to the date of this Report or the Final Judicial Report or any supplement thereto.

4. The Company assumes no liability under this Report for the proper form or execution of any pleadings or other documents to be filed in any judicial proceedings.
5. The Company assumes no liability under this Report for any loss, cost, or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the Final Judicial Report or any Supplemental Report issued thereto.

EXHIBIT A

LEGAL DESCRIPTION

Tract No. 3:

Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Said parcel being a part of the Northeast Quarter of Section 24, Township 1, Range 10 and more fully described as follows:

Beginning at a stone marking the Northeast Corner of said Section 24, said point being the true place of beginning, thence South 3° 15' 15" West with the East line of said section for a distance of 2651.07 feet to the Southeast corner of the Northeast Quarter of said section, thence with the South line of said quarter section North 86° 40' 45" West for a distance of 2360.25 feet to an iron pin, thence North 3° 34' 15" East for a distance of 2663.67 feet to an iron pin on the North line of said section, then with the North line of said section South 86° 22' 15" East for a distance of 2345.57 feet to the true place of beginning and containing 143.537 acres.

EXCEPTING FROM THE ABOVE-DESCRIBED TRACT NO. 3, THE FOLLOWING THREE DESCRIBED PARCELS:

Parcel 1: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as and being a part of the Northeast Quarter Section 24, Township 1 (Lawrence) Range 10, Stark County, Ohio, and being further described as follows: Beginning for the same at the Northeast corner of the Northeast Quarter Section 24; thence South 3° 15' 15" West along the Township, Section and Range line of said Quarter Section, a distance of 50.00 feet to a point and being the true place of beginning for the tract of land herein to be described; thence continuing South 3° 15' 15" West along the Township, Section and Range line of said Quarter Section, a distance of 213.00 feet to a point; thence North 86° 22' 15" West and parallel to the North line of said Quarter Section a distance of 365.22 feet to a point on the centerline of Akron Avenue (State Route 236); thence North 20° 23' 15" West along the centerline of said Akron Avenue, a distance of 233.18 feet to a point; thence South 86° 22' 15" East and parallel to the North line of said Quarter Section, a distance of 458.73 feet to the true place of beginning and containing 2.014 acres of land more or less.

Parcel 2: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as and being a part of the Northeast Quarter Section 24, Township 1 (Lawrence) Range 10, Stark County, Ohio, and being more particularly described as follows:

Beginning at the Northeast corner of said Northeast Quarter Section 24, thence South 3° 15' 15" West with the East line of said Northeast Quarter Section 24, a distance of 263.00 feet to the true place of beginning of the tract to be described; thence continuing South 3° 15' 15" West with the East line of said Northeast Quarter Section 24, a distance of 831.89 feet to a point on the center-line of Akron Avenue (S.R. 236); thence North 20° 23' 15" West with said centerline, a distance of 910.72 feet to a point; thence South 86° 22' 15" East a distance of 365.22 feet to the true place of beginning and containing 3.487 acres of land more or less.

Parcel 3: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as being part of the Northeast Quarter of Section 24 of said Township and being part of a 143.537-acre parcel now or formerly owned by P. and B. Holsing as recorded in Volume 3184, Page 529 of the Stark County Deed Records and further described as follows: Beginning at a hex head County monument found at the northeast corner of said Northeast Quarter; thence South 03° 15' 15" West (basis of bearing taken from said Holsing Deed) along the east line of said Northeast Quarter Section, a distance of 1284.28 feet to the centerline of Lafayette Drive (T-355) (66' wide); thence North 61° 21' 48" West along the centerline of said Lafayette Drive as established by the Stark County Engineers Office in May, 1988, a distance of 713.86 feet to a nail found above 1" bar at the True Place of Beginning of the parcel herein, described;

- 1) Thence South 03° 15' 15" West, a distance of 347.24 feet (passing over a 5/8" rebar set at 36.53 feet) to a 5/8" rebar set;
- 2) Thence North 86° 44' 45" West, a distance of 300.00 feet to a 5/8" rebar set;
- 3) Thence North 03° 15' 15" East, a distance of 523.97 feet (passing over a 5/8" rebar set at 485.67 feet) to a railroad spike set;
- 4) Thence South 56° 14' 34" East along the centerline of said Lafayette Drive, a distance of 348.19 feet to the True Place of Beginning and containing 3.000 acres as surveyed by Ronald C. Hinton, S-6270, in October 1988.

Subject to right of way of Lafayette Drive (T-355).

Leaving 135.04 acres, more or less, of land in above-described Tract No. 3.

Parcel No. 2613863

Located: Vacant lot on Butterbridge Road NW., Canal Fulton, Ohio 44614

Permanent Parcel No: 26-13863

Prior Deed Reference: Instrument No. 201812280051942

ALAN HAROLD
STARK COUNTY AUDITOR

DEPUTY KB

DEC 13 2022

APPROVED

1072
IN COMPLIANCE WITH HB 138

IN THE COURT OF COMMON PLEAS
STARK COUNTY, OHIO

LYNN W. TERRY
CLERK OF COURTS
STARK COUNTY, OHIO
2023 JAN -4 PM 2:33

ALEXANDER A. ZUMBAR
STARK COUNTY TREASURER,

Plaintiff,

vs.

BUTTERBRIDGE REAL ESTATE
MANAGEMENT LTD, et al.,

Defendants.

CASE NO. 2023CV00012

JUDGE

Heath

PARCEL NO. 2613863

PRAECIPE

TO THE CLERK:

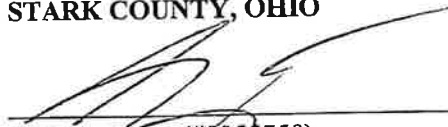
Please serve on the following defendants a summons, together with a copy of this Complaint and a copy of the Preliminary Judicial Report attached thereto, by certified mail, return receipt requested:

BUTTERBRIDGE REAL ESTATE
MANAGEMENT LTD
2824 WOODLAWN AVENUE NW
CANTON, OH 44708
STARK COUNTY

and make the same returnable according to law.

KYLE L. STONE, Reg. No. 0095140
PROSECUTING ATTORNEY
STARK COUNTY, OHIO

By:


Gerard T. Yost (#0055750)
Assistant Prosecuting Attorney
Stark County Prosecutor's Office
110 Central Plaza South, Suite 510
Canton, Ohio 44702
Phone: (330) 451-7856
Email: gtyost@starkcountyohio.gov

Attorney for Plaintiff

LYNN M. TERRY
CLERK OF COURTS
STARK COUNTY, OHIO
2023 JAN -4 PM 2:33

IN THE COURT OF COMMON PLEAS
STARK COUNTY, OHIO

ALEXANDER A. ZUMBAR
STARK COUNTY TREASURER
110 Central Plaza South, Ste. 250
Canton, Ohio 44702,

CASE NO. 2023 CV 00012

JUDGE

PARCEL NO. 2613863

Heath

Plaintiff,

COMPLAINT FOR FORECLOSURE

vs.

BUTTERBRIDGE REAL ESTATE
MANAGEMENT LTD
2824 WOODLAWN AVENUE NW
CANTON, OH 44708
STARK COUNTY

Defendants.

FIRST CAUSE OF ACTION

1. Plaintiff, Alexander A. Zumbar, as the Treasurer of Stark County, Ohio, for the First Cause of Action states that the taxes, assessments, penalties, interest and charges accrued on the following described real estate situated in the State of Ohio, County of Stark and City of Canal Fulton:

Known as and being those premises described on "Exhibit A-Legal Description" attached hereto and incorporated herein.

subject to all easements, restrictions and conditions of record, if any, have not been paid in accordance with the law and have therefore become and have been declared due and payable.

2. Plaintiff further states that **Butterbridge Real Estate Management LTD** is the owner of the aforementioned property by way of an instrument of law (deed), recorded in the Office of the Recorder, Stark County, Ohio by instrument recorded in 201812280051942, Stark County, Ohio, Records.

3. Plaintiff further states that there is currently due the unpaid sum of \$7,427.08, plus interest, late charges, and costs incurred in this foreclosure action for which the Plaintiff asks judgment.

SECOND CAUSE OF ACTION

4. For his Second Cause of Action Plaintiff adopts all of the allegations contained in the First Cause of Action as if fully rewritten herein and further states that in order to secure the above unpaid sum due and payable by said Defendant, Plaintiff, pursuant to the provisions of Sections 5721.10, 323.11 and 323.47 of the Ohio Revised Code, claims a valid first lien on the premises described herein for all taxes, assessments, penalties, interest and charges, together with court costs, if any, in such amounts as appear on the tax lien records in the office of the Stark County Treasurer, the Clerk of Courts of Stark County, and the Stark County Recorder's Office in this cause.

5. Plaintiff further states that the Defendants named in the Complaint have or claim to have an interest in the premises.


WHEREFORE, this Plaintiff prays on his First Cause of Action for judgment against the Defendant, **Butterbridge Real Estate Management LTD**, in the amount of \$7,427.08, plus interest, late charges and costs incurred in this foreclosure action; and

WHEREFORE, Plaintiff further prays on his Second Cause of Action that the property herein be foreclosed and all equities of redemption be forever cut off; that the liens on the property be marshaled; that said premises be sold as upon execution free and clear of all liens, interests and dower and that the proceeds thereof be applied to Plaintiff's claim as set out in the foregoing Complaint; that the Defendants be required to set forth their liens upon or interest in said property or be forever barred from asserting same; for costs of this action; and for such further relief as the Court deems just and equitable; and further, that in the event of the sale of the premises herein described, the real estate taxes, assessments, penalties, interest and charges due and owing on the above-described real estate situated in the State of Ohio, County of Stark and City of Canal Fulton be declared a valid first and prior lien upon such premises; that taxes, penalties, assessments, interest and charges other than those on said real estate, together with court costs, if any, be declared a lien; that all taxes, assessments, penalties, interest and charges, together with those accruing hereafter, and the court costs, if any, be paid first from the proceeds of such sale, together with his costs in this action.

Respectfully submitted,

KYLE L. STONE, Reg. No. 0095140
PROSECUTING ATTORNEY
STARK COUNTY, OHIO

By:


Gerard T. Yost (#0055750)
Assistant Prosecuting Attorney
Stark County Prosecutor's Office
110 Central Plaza South, Suite 510
Canton, Ohio 44702
Phone: (330) 451-7856
Email: gtyst@starkcountyohio.gov

Attorney for Plaintiff

OTIRB Record Products

Preliminary Judicial Report
(04/15/2010)

PRELIMINARY JUDICIAL REPORT

Issued by General Title Insurance Company

ORDER NO. 8500-992
PJR NO. OH222549

Guaranteed Party Name **Stark County Treasurer**
Guaranteed Party Address **115 Central Plaza, N.**
City, State, Zip Code **Canton, Ohio 44702**

Pursuant to your request for a Preliminary Judicial Report (hereinafter "the Report") for use in judicial proceedings, GENERAL TITLE INSURANCE COMPANY (hereinafter "the Company") hereby guarantees in an amount not to exceed \$7,684.42 that it has examined the public records in Stark County, Ohio as to the land described in Schedule A, that the record title to the land is at the date hereof vested in **Butterbridge Real Estate Management, Ltd.** by Instrument recorded in **Instrument No. 201812280051942** and free from all encumbrances, liens or defects of record, except as shown in Schedule B.

This is a guarantee of the record title only and is made for the use and benefit of the Guaranteed Party and the purchaser at judicial sale thereunder and is subject to the Exclusions from Coverage, the Exceptions contained in Schedule B and the Conditions and Stipulations contained herein.

This Report shall not be valid or binding until it has been signed by either an authorized agent or representative of the Company and Schedules A and B have been attached hereto.

Effective Date: October 11, 2022

Issued By: FER Title Agency, LLC
 3521 Whipple Avenue NW
 Canton, Ohio 44718

Signed By: 
 Donald L. Robbins, Jr.

GENERAL TITLE INSURANCE COMPANY

ORDER NO. 8500-992
PJR NO. OH222549

**PRELIMINARY JUDICIAL REPORT
SCHEDULE A
DESCRIPTION OF LAND**

Tract No. 3:

Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Said parcel being a part of the Northeast Quarter of Section 24, Township 1, Range 10 and more fully described as follows:

Beginning at a stone marking the Northeast Corner of said Section 24, said point being the true place of beginning, thence South 3° 15' 15" West with the East line of said section for a distance of 2651.07 feet to the Southeast corner of the Northeast Quarter of said section, thence with the South line of said quarter section North 86° 40' 45" West for a distance of 2360.25 feet to an iron pin, thence North 3° 34' 15" East for a distance of 2663.67 feet to an iron pin on the North line of said section, then with the North line of said section South 86° 22' 15" East for a distance of 2345.57 feet to the true place of beginning and containing 143.537 acres.

EXCEPTING FROM THE ABOVE-DESCRIBED TRACT NO. 3, THE FOLLOWING THREE DESCRIBED PARCELS:

Parcel 1: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as and being a part of the Northeast Quarter Section 24, Township 1 (Lawrence) Range 10, Stark County, Ohio, and being further described as follows: Beginning for the same at the Northeast corner of the Northeast Quarter Section 24; thence South 3° 15' 15" West along the Township, Section and Range line of said Quarter Section, a distance of 50.00 feet to a point and being the true place of beginning for the tract of land herein to be described; thence continuing South 3° 15' 15" West along the Township, Section and Range line of said Quarter Section, a distance of 213.00 feet to a point; thence North 86° 22' 15" West and parallel to the North line of said Quarter Section a distance of 365.22 feet to a point on the centerline of Akron Avenue (State Route 238); thence North 20° 23' 15" West along the centerline of said Akron Avenue, a distance of 233.18 feet to a point; thence South 86° 22' 15" East and parallel to the North line of said Quarter Section, a distance of 458.73 feet to the true place of beginning and containing 2.014 acres of land more or less.

Parcel 2: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as and being a part of the Northeast Quarter Section 24, Township 1 (Lawrence) Range 10, Stark County, Ohio, and being more particularly described as follows:

Beginning at the Northeast corner of said Northeast Quarter Section 24, thence South 3° 15' 15" West with the East line of said Northeast Quarter Section 24, a distance of 263.00 feet to the true place of beginning of the tract to be described; thence continuing South 3° 15' 15" West with the East line of said Northeast Quarter Section 24, a distance of 831.89 feet to a point on the center-line of Akron Avenue (S.R. 236); thence North 20° 23' 15" West with said centerline, a distance of 910.72 feet to a point; thence South 86° 22' 15" East a distance of 365.22 feet to the true place of beginning and containing 3.487 acres of land more or less.

Parcel 3: Situated in the Township of Lawrence, County of Stark, and State of Ohio:

Known as being part of the Northeast Quarter of Section 24 of said Township and being part of a 143.537-acre parcel now or formerly owned by P. and B. Holsing as recorded in Volume 3184, Page 529 of the Stark County Deed Records and further described as follows: Beginning at a hex head County monument found at the northeast corner of said Northeast Quarter; thence South 03° 15' 15" West (basis of bearing taken from said Holsing Deed) along the east line of said Northeast Quarter Section, a distance of 1284.28 feet to the centerline of Lafayette Drive (T-355) (66' wide); thence North 61° 21' 48" West along the centerline of said Lafayette Drive as established by the Stark County Engineers Office in May, 1988, a distance of 713.86 feet to a nail found above 1" bar at the True Place of Beginning of the parcel herein, described;

- 1) Thence South 03° 15' 15" West, a distance of 347.24 feet (passing over a 5/8" rebar set at 36.53 feet) to a 5/8" rebar set;
- 2) Thence North 86° 44' 45" West, a distance of 300.00 feet to a 5/8" rebar set;
- 3) Thence North 03° 15' 15" East, a distance of 523.97 feet (passing over a 5/8" rebar set at 485.67 feet) to a railroad spike set;
- 4) Thence South 56° 14' 34" East along the centerline of said Lafayette Drive, a distance of 348.19 feet to the True Place of Beginning and containing 3.000 acres as surveyed by Ronald C. Hinton, S-6270, in October 1988.

Subject to right of way of Lafayette Drive (T-355).

Leaving 135.04 acres, more or less, of land in above-described Tract No. 3.

Parcel No. 2613863

SCHEDULE B

The matters shown below are exceptions to this Preliminary Judicial Report and the Company assumes no liability arising therefrom.

- a. Subject to restrictions, conditions, covenants, agreements, limitations, reservations, right of ways, and easements, if any, of record.
- b. Reservation according to instrument recorded on September 14, 2018, in Instrument No. 201809140036842 of the Stark County imaging records; for further details, see record.
- c. Easement granted to the Ohio Bell Telephone Company according to instrument recorded on April 7, 1933, in Volume 1080, Page 571 of the Stark County imaging records.
- d. Easement granted to the Ohio Public Service Company according to instrument recorded on July 12, 1948, in Volume 1720, Page 207 of the Stark County imaging records.
- e. Easement granted to Ohio Edison Company according to instrument recorded on July 2, 1979, in Volume 4163, Page 918 of the Stark County imaging records.
- f. Taxes are delinquent in the amount of \$7,677.01 through the second half of 2021. Taxes for the first half of 2022 and thereafter are a lien not yet due and payable. There are delinquent assessments in the amount of \$7.41 through the second half of 2021. Assessments for the first half of 2022 and thereafter are a lien not yet due and payable. Permanent Parcel No 26-13863. Copies of tax information are attached hereto.

GENERAL TITLE INSURANCE COMPANY

Issuing Agent	Donald L. Robbins, Jr.
Address	3521 Whipple Avenue N.W.
City, State, Zip	Canton, Ohio 44718
Telephone	330-244-0997

**CONDITIONS AND STIPULATIONS
OF THIS PRELIMINARY JUDICIAL REPORT**

1. Definition of Terms

"Guaranteed Party": The party or parties named herein or the purchaser at judicial sale.

"Guaranteed Claimant": Guaranteed Party claiming loss or damage hereunder.

"Land": The land described specifically or by reference in Schedule A, and improvements affixed thereto, which by law constitute real property; provided however the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, lanes, ways or waterways.

"Public Records": Those records under state statute and, if a United States District Court resides in the county in which the Land is situated, the records of the clerk of the United States District Court, which impart constructive notice of matters relating to real property to purchasers for value without knowledge and which are required to be maintained in certain public offices in the county in which the land is situated.

2. Determination of Liability

This Report together with any Final Judicial Report or any Supplement or Endorsement thereof, issued by the Company is the entire contract between the Guaranteed Party and the Company.

Any claim of monetary loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to this Report.

3. Liability of Company

This Report is a guarantee of the record title of the Land only, as disclosed by an examination of the Public Records herein defined.

4. Notice of Claim to be given to Guaranteed Claimant

In case knowledge shall come to the Guaranteed Party of any lien, encumbrance, defect, or other claim of title guaranteed against and not excepted in this Report, whether in a legal proceeding or otherwise, the Guaranteed Party shall notify the Company within a reasonable time in writing and secure to the Company the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect at its own cost. Any action for the payment of any loss under this Report must be commenced within one year after the Guaranteed Party receives actual notice that they may be required to pay money or other compensation for a matter covered by this Report or actual notice someone claims an interest in the Land covered by this Report.

5. Extent of Liability

The liability of the Company shall in no case exceed in all the amount stated herein and shall in all cases be limited to the actual loss, including but not limited to attorneys' fees and costs of defense, only of the Guaranteed Party. Any and all payments under this Report shall reduce the amount of this Report *pro tanto* and the Company's liability shall terminate when the total amount of the Report has been paid.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability

The Company in its sole discretion shall have the following options:

- a. To pay or tender to the Guaranteed Claimant the amount of the Report or the balance remaining thereof, less any attorneys' fees, costs or expenses paid by the Company to the date of tender. If this option is exercised, all liability of the Company under this Report terminates including but not limited to any liability for attorneys' fees, or any costs of defense or prosecution of any litigation.
- b. To pay or otherwise settle with other parties for or in the name of the Guaranteed Claimant any claims guaranteed by this Report.
- c. To continue, re-open or initiate any judicial proceeding in order to adjudicate any claim covered by this Report. The Company shall have the right to select counsel of its choice (subject to the right of the Guaranteed Claimant to object for reasonable cause) to represent the Guaranteed Claimant and will not pay the fees of any other counsel.
- d. To pay or tender to the Guaranteed Claimant the difference between the value of the estate or interest as guaranteed and the value of the estate or interest subject to the defect, lien or encumbrance guaranteed against by this Report.

7. Notices

All notices required to be given to the Company shall be given promptly and any statements in writing required to be furnished to the Company shall be addressed to General Title Insurance Company at 25111 Country Club Blvd., Suite 210, North Olmsted, Ohio 44070.

EXCLUSIONS FROM COVERAGE

1. The Company assumes no liability under this Report for any loss, cost or damage resulting from any physical condition of the Land.
2. The Company assumes no liability under this Report for any loss, cost or damage resulting from any typographical, clerical or other errors in the Public Records.
3. The Company assumes no liability under the Report for matters affecting title subsequent to the date of this Report or the Final Judicial Report or any supplement thereto.

4. The Company assumes no liability under this Report for the proper form or execution of any pleadings or other documents to be filed in any judicial proceedings.
5. The Company assumes no liability under this Report for any loss, cost, or damage resulting from the failure to complete service on any parties shown in Schedule B of the Preliminary Judicial Report and the Final Judicial Report or any Supplemental Report issued thereto.

EXHIBIT A

LEGAL DESCRIPTION

Tract No. 3:

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Subject to right of way of Lafayette Drive (T-355).

Leaving 135.04 acres, more or less, of land in above-described Tract No. 3.

Parcel No. 2613863

Located: Vacant lot on Butterbridge Road NW., Canal Fulton, Ohio 44614

Permanent Parcel No: 26-13863

Prior Deed Reference: Instrument No. 201812280051942

ALAN HAROLD
STARK COUNTY AUDITOR

DEPUTY

KB

DEC 13 2022

APPROVED

1 of 2

IN COMPLIANCE WITH HB 138