

# stewart title

## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

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

Countersigned by:  Golden L. Rose

Authorized Countersignature

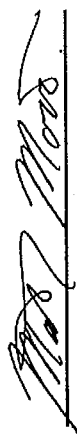
Trico Title, Inc.

Company Name

Wilmington, Ohio

City, State





Matt Morris  
President and CEO



Denise Carraux  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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## COMMITMENT CONDITIONS

1. **DEFINITIONS**
  - (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "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.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in 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;
  - (f) Schedule B, Part II - Exceptions; and
  - (g) a countersignature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**

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

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be address it at P.O. Box 2029, Houston, Texas 77252-202

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Stewart Title Guaranty Company

**SCHEDULE A**

1. Commitment Date: May 26, 2026 at 07:59AM
2. Policy to be issued:
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: The Estate of David Taylor aka David T. Taylor aka David Thomas Taylor aka Dave Taylor aka Dave T. Taylor, deceased, Case Number 20251098 in the Probate Court of Clinton County, Ohio  
Parcel 1: 21002303000000, Parcel 2: 2100223040000000  
Acquired said interest in property as described in Schedule "A" by Certificate of Transfer from Clyde E. Taylor, Deceased to David Thomas Taylor, (Entire Interest), dated November 12, 1991, filed for record on November 12, 1991 in Official Records Book 89, Page 503 in the Public Records of Clinton County, Ohio.  
Parcel 3: 2100223050000000  
Acquired said interest in property as described in Schedule "A" by General Warranty Deed from Countytyme Lebanon, Ltd., an Ohio limited liability company, to David T. Taylor, dated October 20, 1998, filed for record on October 30, 1998 in Official Records Book 281, Page 358 in the Public Records of Clinton County, Ohio.
5. The Land is described as follows:  
SEE EXHIBIT A ATTACHED HERETO

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AMERICAN  
LAND TITLE  
ASSOCIATION



(TAYLOR25-TT-7342T6SECOND.PFD/25-TT-7342T6/1)

Stewart Title Guaranty Company

**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.
5. Payment to, or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
6. Payment of all taxes and assessments, levied and assessed against subject premises, which are due and payable as described on Schedule B, Section II.
7. Show that restrictions or restrictive covenants have not been violated.
8. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements, if any, erected or to be erected on the premises described in Schedule A.
9. Recordation of property fully executed and notarized deed from The Estate of David Taylor aka David T. Taylor aka David Thomas Taylor aka Dave Taylor aka Dave T. Taylor, Case Number 20251098, Probate Court of Clinton County, Ohio conveying fee simple title to \_\_\_\_\_, with correct marital status and thereby transferring the entire interest in the real property described in schedule A.
10. A mortgage encumbering the property described in Schedule A from \_\_\_\_\_ to \_\_\_\_\_, its successors and/or assigns as their interest may appear.

**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. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment
2. Rights or claims of parties in possession not shown by the public records.

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**SCHEDULE B**  
(Continued)

3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection on premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, oceans, or gulfs or lands beyond the line of the harbor or bulkhead lines as established or changes by the United States Government or riparian rights, if any and title to any filled-in-lands.
8. Rights of the public in Tar Pike Rd and Second Creek Road.
9. Pending Estate of David Taylor aka David T. Taylor aka David Thomas Taylor aka Dave Taylor aka Dave T. Taylor, Case No. 20251098, Probate Court of Clinton County, Ohio.
10. A new survey is required before next transfer.
11. The Clinton County Treasurer's Office General Tax Duplicate for 2026 (2025 tax year) for Parcel Number: 2100223030000000 (Parent Parcel) shows: Taxes for the First Half for 2025 in the amount of \$3,541.14 are PAID.  
  
Taxes for the Second Half for 2025 in the amount of \$3,541.17 are UNPAID and taxes assessed thereafter are not yet due and payable.
12. The Clinton County Treasurer's Office General Tax Duplicate for 2026 (2025 tax year) for Parcel Number: 2100223040000000 shows: Taxes for the First Half for 2025 in the amount of \$179.81 are PAID.  
  
Taxes for the Second Half for 2025 in the amount of \$179.81 are UNPAID and taxes assessed thereafter are not yet due and payable.
13. The Clinton County Treasurer's Office General Tax Duplicate for 2026 (2025 tax year) for Parcel Number: 2100223050000000 shows: Taxes for the First Half for 2025 in the amount of \$440.48 are PAID.  
  
Taxes for the Second Half for 2025 in the amount of \$440.48 are UNPAID and taxes assessed thereafter are not yet due and payable.
14. Parcel 3:  
A 20' Right of Way Easement granted to Clinton County Rural Water Co as contained instrument dated May 19, 1998, filed for record on March 16, 1984 in Official Records Book 281, Page 346 in the Public Records of Clinton County, Ohio.
15. Parcel 3:  
A 20' Right of Way Easement granted to Highland County Water Company, Inc. as contained instrument dated November 7, 2008, filed for record on November 21, 2008 in Official Records Book 743, Page 778 in the Public Records of Clinton County,

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**SCHEDULE B**  
(Continued)

Ohio.

16. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
17. Additions or abatements, if any, which hereafter be made legally constituted authorities on account of errors, omissions or changes in valuation.
18. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.

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# MCCARTY ASSOCIATES, LLC.

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File No. S25-318  
March 11, 2026

## LEGAL DESCRIPTION

David Thomas Taylor Estate  
74.084 Acres  
"Tract 6"

Situated in the Township of Marion, County of Clinton, State of Ohio, being a part of V.M.S. Nos. 2705, being all that remains (35.841 acres) of the original 37.838 acres tract as conveyed to David T. Taylor and recorded in Official Record 281, Page 358 of the Clinton County Recorder's Office and found in Survey Record 29 Plat 137, and part (6.937 acres) of the 15 acres "First Tract" and part (31.306 acres) of the 92 acres, 3 roads and 1 pole "Fourth Tract" as conveyed to David Thomas Taylor and recorded in Official Record 16, Page 811 and Official Record 89, Page 503 of the Clinton County Recorder's Office, and being further bounded and described as follows:

Beginning at a mag nail (set) at the centerline intersection of Second Creek Road (County Road No. 19) and Tar Pike (County Road No. 62) and having Ohio State Plane Coordinates Northing 483,930.407 feet, Easting 1,561,466.791 feet South Zone and based upon NAD 83 (2011);

thence with the centerline of Second Creek Road S 75°06'40" W, a distance of 916.71 feet to a mag nail (set) marking the southeasterly corner of a 2.001 acres tract as conveyed to Gayla D. Sears and Albert Sears (Doc. No. 2020-00002589) and found in Survey Record 29 Plat 245;

thence with the lines of the aforesaid 2.001 acres tract for

the next 3 calls:

1) N 22°53'46" W passing a 5/8" iron pin (set) at 20.20 feet, a total distance of 293.77 feet to a 5/8" iron pin (set);

2) S 75°06'40" W, a distance of 299.63 feet to a 5/8" iron pin (set);

3) S 22°53'46" E passing a 1/2" iron pin (found) at 271.75 feet, a total distance of 293.77 feet to a mag nail (set) in the centerline of Second Creek Road;

thence with the centerline of Second Creek Road S 75°06'40" W, a distance of 644.27 feet to a spike (found) under the pavement marking the southeasterly corner of a 2.000 acres tract as conveyed to David A. Rose and Gloria J. Rose (O.R. 87, Page 549) and found in Survey Record 22 Plat 165;

thence with an easterly line of the aforesaid 2.000 acres tract N 39°29'04" W passing a 5/8" iron pin (set) at 22.00 feet, a total distance of 582.54 feet to a 5/8" iron pin (found);

thence with another easterly line N 39°22'16" W passing a 5/8" iron pin (set) at 99.50 feet marking an easterly corner to and continuing with the northeasterly line of what remains of an original 31.97 acres tract as conveyed to Robert Lee Lewis McCullen (O.R. 87, Page 549) and found in Survey Record 11 Plat 182, a total distance of 1263.93 feet to a 5/8" iron pin (set);

thence with a new division line for the next 3 calls:

1) N 50°12'10" E, a distance of 837.11 feet to a 5/8" iron pin (set);

2) S 38°38'16" E, a distance of 545.30 feet to a 5/8" iron pin (set);

3) N 50°28'25" E passing a 5/8" iron pin (set) at 833.24 feet, a total distance of 858.24 feet to a mag nail (set) in the centerline of Tar Pike;

thence with the centerline of Tar Pike S 39°31'35" E, a distance of 713.48 feet to a mag nail (set);

thence continuing with the centerline of Tar Pike S 39°32'49" E, a distance of 1367.35 feet to the point of beginning, **containing 74.084 acres of land.**

Subject to all legal easements and rights-of-way of record.

Bearings are based upon the Grid Azimuth (Az 111° 52' 47.3") between National Geodetic Survey CORS Station "LEBA" and McCarty Associates Geodetic Local Control Monument "4002" and derived from GNSS observations taken November 3, 2025, utilizing the ODOT Ohio Real Time Network (Trimble Virtual Reference System).

Land surveyed in November 2025, under the direction of Jason C. McConnaughey, Registered Professional Surveyor No. 8509, the survey plat of which is referred to as Project No. S25-318 on file in the office of McCarty Associates, LLC, Hillsboro, Ohio, and found in Surveyor's Record Volume \_\_\_\_\_, Plat No. \_\_\_\_\_ of the Clinton County Engineer's Record of Land Surveys

All iron pins (set) are 5/8" diameter with 1-1/4" diameter plastic caps stamped "McCARTY ASSOCIATES".



  
Jason C. McConnaughey, P.S. 8509