



## ALTA Commitment for Title Insurance

Issued By Old Republic National 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, Old Republic National Title Insurance Company, a Florida 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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Issued through the Office of  
Ohio Real Title Agency, LLC  
1213 Prospect Avenue East  
Suite 200  
Cleveland, OH 44115

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

*Michelle M Britton*

**Michelle M Britton, License #: 728636**  
Authorized Signatory

By *C Monroe* President  
Attest *David Wald* Secretary

## 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 counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company 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.

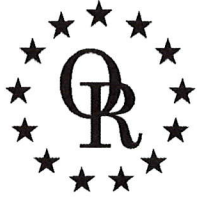
## **8. PRO-FORMA POLICY**

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>.

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# Schedule A

ALTA COMMITMENT

**Transaction Identification Data for reference only:**

Issuing Agent: Ohio Real Title Agency, LLC  
OH 44115

Issuing Office's ALTA® Registry ID: 1147475

Loan ID Number:

Revision Number:

Issuing Office: 1213 Prospect Avenue East, Suite 200, Cleveland,

Issuing Office File Number: 179284

Commitment Number: 179284

Property Address: 915 South Broadway Street, New Philadelphia,  
OH 44663

1. Commitment Date: 02/27/2023 at 6:59 AM
2. Policy to be issued:
  - (a) ALTA Owner's Policy  
Proposed Insured: **PRESTART**  
Proposed Policy Amount: \$
  - (b) ALTA Loan Policy  
Proposed Insured: **TBD**  
**1213 Prospect Avenue East, Suite 200, Cleveland, OH 44115**  
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:  
Board of Education of the Lockport Special School District by deed recorded with Tuscarawas County Recording Office on 09/25/1890 in Book 103, Page 177.
5. The Land is described as follows:  
See legal description in Exhibit "A" attached hereto and made a part hereof.

## Old Republic National Title Insurance Company

Authorized Signatory

Ohio Real Title Agency, LLC

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Schedule A

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## Schedule B-I

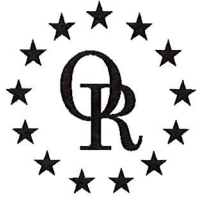
### ALTA COMMITMENT

#### Requirements

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Proper documentation for authorization to sign on behalf of company, if it applies
4. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
6. Release of Mortgages and /or Liens in Schedule B, Section II
7. Possible Homeowners Association dues if any.

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## Schedule B-II

ALTA COMMITMENT

### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions 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. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
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 theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Rights of parties in actual 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. Special taxes or assessments approved, levied or enacted by the State, County, Municipality or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in the valuation of the land by the State, County, Municipality, Township or other taxing authority.
7. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
8. Pursuant to ORC 1509.31, leases for oil or natural gas, pipeline agreements or any other instrument related to the production or sale of oil or natural gas recorded in the County Recorders Office subsequent to the Date of Policy will not be terminated or extinguished by a foreclosure of the mortgage described in Schedule A hereof
9. The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

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Schedule B II

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10. Anything to the contrary notwithstanding, the Final Policy will not insure the quantity of land set forth in the legal description recited in Schedule A.

11. The Plat filed in Plat Book 2, Page 28 in the Tuscarawas County, Ohio Records shows the following:  
a) Plat Items

Note: For further conditions, see record.

12. Reservation filed in Volume 437, Page 240 in the Tuscarawas County, Ohio Records.  
NOTE: Hummel Avenue SE part vacated. For further conditions see record.

13. The County Treasurer's Tax Duplicate shows: Permanent Parcel No. 4307109000

Taxes for the First Half 2022 in the amount of \$39.00 ARE PAID

Taxes for the Last Half 2022 in the amount of \$39.00 ARE PAID

Specials included above: \$39.00 per half

Subject to future assessments of any kind, if any.

Taxes for future tax periods are a lien, not yet due or payable.

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Schedule B II

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# Exhibit A

ALTA COMMITMENT

## Property Description

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Exhibit A

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Old Republic National Title Insurance Company

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State of Ohio, Tuscarawas County, ss.  
 on this 20<sup>th</sup> day of September A.D. 1890 before me a Notary Public  
 in and for said County personally came Hillery King, the gran-  
 tor in the foregoing deed and acknowledged the signing ther-  
 eof to be his voluntary act and deed. Witness my official signa-  
 ture and seal on the day last above mentioned.  
 Received September 25<sup>th</sup> 1890, at 7.45  
 A.M. Recorded September 30<sup>th</sup> 1890.  Thompson & Healea  
 Notary Public.  
 John G. Humann  
 Recorder

Thomas E. Emerson  
 To  
 The Board of Education  
 of the Sockport special School District

Know all men by these Presents  
 that I Thomas E. Emerson  
 of the County of Tuscarawas and  
 State of Ohio, in consideration of  
 the sum of seven hundred and five  
 Dollars to me paid by The Board of Education of the Sockport special  
 School District the receipt whereof is hereby acknowledged do here-  
 by Grant Bargain, Sell and Convey to the said Board of  
 Education of the Sockport Special School District its  
 successors and assigns forever the following real estate, situate  
 in the County of Tuscarawas in the State of Ohio, and  
 in the township of Woshen and bounded and described  
 as follows, viz: Part of lot number twenty two (22) all of lots  
 numbered twenty three (23) twenty four (24) twenty five  
 (25) and twenty six (26) except as hereinafter stated in  
 Grants addition to the town of Blakes Mills County and  
 State aforesaid (viz) Beginning at the south east cor-  
 ner of lot number twenty six (26) aforesaid at a stone in  
 the center of the road from the lower Canal Bridge in the  
 town of Blakes Mills to Old town Valley, thence north 83½  
 degrees west 11.83½ or two chains and forty six links to the cen-  
 ter of the road from the upper Canal Bridge in said town to  
 Old town, thence north 15½ degrees East eight chains and seven  
 links to a point in said road on the west line of lot 22, thence  
 south 61 degrees East by a line parallel with the north line  
 of lot number twenty (20) south sixty one degree east four  
 chains and fifty links to a point in the first named road,  
 thence in said road South 31¼ degree west six chains and ninety  
 links to the place of beginning containing two and 7/80 acres,  
 saving and excepting therefrom seventeen one hundredths  
 of an acre heretofore conveyed by said Grantor to said Board  
 hereby convey two acres and thirty five hundredths of an  
 acre more or less, Being 7/80 acres in lot 22, 24, 25 and 7/80 acres  
 of lot 26 subject to all legal highways, To have and to hold  
 said premises with all the privileges and appurtenances  
 thereunto belonging to the said Board of Education of the  
 Sockport Special School District its successors and assigns  
 forever, and the said Thomas E. Emerson for himself and

his heirs, does hereby covenant with the said Board of Education of the Sockport Special School District its successors, and assigns that he is lawfully seized of the premises aforesaid; that the said premises are free and clear from all incumbrances what-soever and that he will forever warrant and defend the same with the appurtenances unto the said Board of Education of the Sockport Special School District its successors, and assigns against the lawful claims of all persons whomsoever; In witness whereof I have hereunto set my hand and seal the twentieth day of September, in the year of our Lord 1890.

Signed, Sealed and acknowledged  
in presence of  
John Dougal  
Oliver H. Hoover  
Thomas E. Emerson SEAL

State of Ohio, Tuscarawas County, ss.

Be it Remembered, that on this twentieth day of September A.D. 1890, before me, the subscriber Oliver H. Hoover, a Notary Public in and for said County, personally came the above named Thomas E. Emerson the grantor on the above conveyance and acknowledged the signing and sealing of the same to be his voluntary act and deed for the uses and purposes therein mentioned. In testimony whereof, I have hereunto subscribed my name and affixed my notarial seal on the day and year last mentioned.

Received September 25<sup>th</sup> 1890, at 10, 30 Oliver H. Hoover  
A.W. Recorded October 1<sup>st</sup> 1890. Notary Public SEAL  
John G. Krumann  
Recorder

John McCallough wife  
To  
Frederick Heltzer Jr.  
Know all men by these Presents: that we John McCallough and Rebecca Ann McCallough wife of the said John McCallough of Tuscarawas County Ohio, in consideration of Three thousand Dollars, (\$3000.00) to them in hand paid by Frederick Heltzer Junr. the said John McCallough and Rebecca McCallough his wife do hereby Grant, Bargain, Sell and Convey to the said Frederick Heltzer Junr. his heirs and assigns forever the following described Real Estate, situated in Washington township in the County of Tuscarawas and State of Ohio, to-wit: Lot no. thirty (30) in Quarter township one (1) in township five (5) and Range no. (2) in the District of land appropriated for satisfying Warrants for Military service containing one hundred acres more or less, with the exception of a Plot sold to John Cappel by the said John McCallough and Rebecca Ann McCallough wife of the said John McCallough and by them conveyed to the said John Cappel by deed of general warrants; Recorded in Book no 97 page 147 & 148 bounded and