

LARRY LINDBERG

Tuscarawas County Auditor | Tuscarawas County, Ohio



SUMMARY

Deeded Name	FRED I BILLITER SR		Taxpayer	BILLITER SR FRED I	
Owner	BILLITER SR FRED I C/O RITA MEEK 8101 FORT LAURENS RD NW STRASBURG OH 44680			C/O RITA MEEK 8101 FORT LAURENS RD NW STRASBURG OH 44680	
Tax District	35-LAWRENCE TWP-STRASBURG-FRANKLIN SD		Land Use	599-OTHER RESIDENTIAL STRUCTURES	
School District	STRASBURG-FRANK SD		Subdivision		
Neighborhood	03616-LAWRENCE TOWNSHIP		Legal	2 10 16 W/2 SW 4.813A	
Location	NW FORT LAURENS RD		19	Routing Number	44000
CD Year	2021	Map Number	05/21/2010	Sales Amount	0.00
Acres	4.8130	Sold			

VALUE

District	35-LAWRENCE TWP-STRASBURG-FRANKLIN SD	
Land Use	599-OTHER RESIDENTIAL STRUCTURES	
	Appraised	Assessed
Land	36,670	12,830
Improvement	19,110	6,690
Total	55,780	19,520
CAUV	N 0	0
Homestead	N 0	0
OOC	N 0	0
Taxable	55,780	19,520

CURRENT CHARGES

Full Rate	86.600000			
Effective Rate	50.169229			
Qualifying Rate	43.478579			
	Prior	First	Second	Total
Tax	943.32	447.20	447.20	1,837.72
Special	6.30	3.00	3.00	12.30
Penalty	105.43	45.02	94.56	245.01
Total	1,055.05	495.22	544.76	2,095.03
Paid	0.00	0.00	0.00	0.00
Due	1,055.05	495.22	544.76	2,095.03

FUTURE CHARGES

Type	Description	Amount
Special Assessments	C980000000 MWCD	6.00

TRANSFER HISTORY

Date	Buyer	Conveyance	Deed Type	Sales Amount	Valid	# of Properties
05/21/2010	BILLITER SR FRED I	90548	CERTIFICATE OF TRANSFER	\$0.00	N	4
01/09/2002	BILLITER FRED L & FLORENCE I	99999	MISCELLANEOUS	\$0.00	N	1

LAND

Type	Dimensions	Description	Value
RS-RESIDUAL	5.3550	Acres	36,670
RW-RIGHT OF WAY	0.4580	Acres	0
		Total	36,670

OTHER IMPROVEMENT

Card	Type	Year Built	Year Remodeled	Condition	Dimensions	Description	Size	Value
1	BANK BARN	1900		F-FAIR	36 X 92	Length x Width (Optional)	3,312	18,390
1	CANOPY	1970		F-FAIR	15 X 36	Length x Width (Optional)	540	720
						Total		19,110

UTILITIES

Water	N	Sewer	N	Electric	N	Gas	N	Well	N	Septic	N
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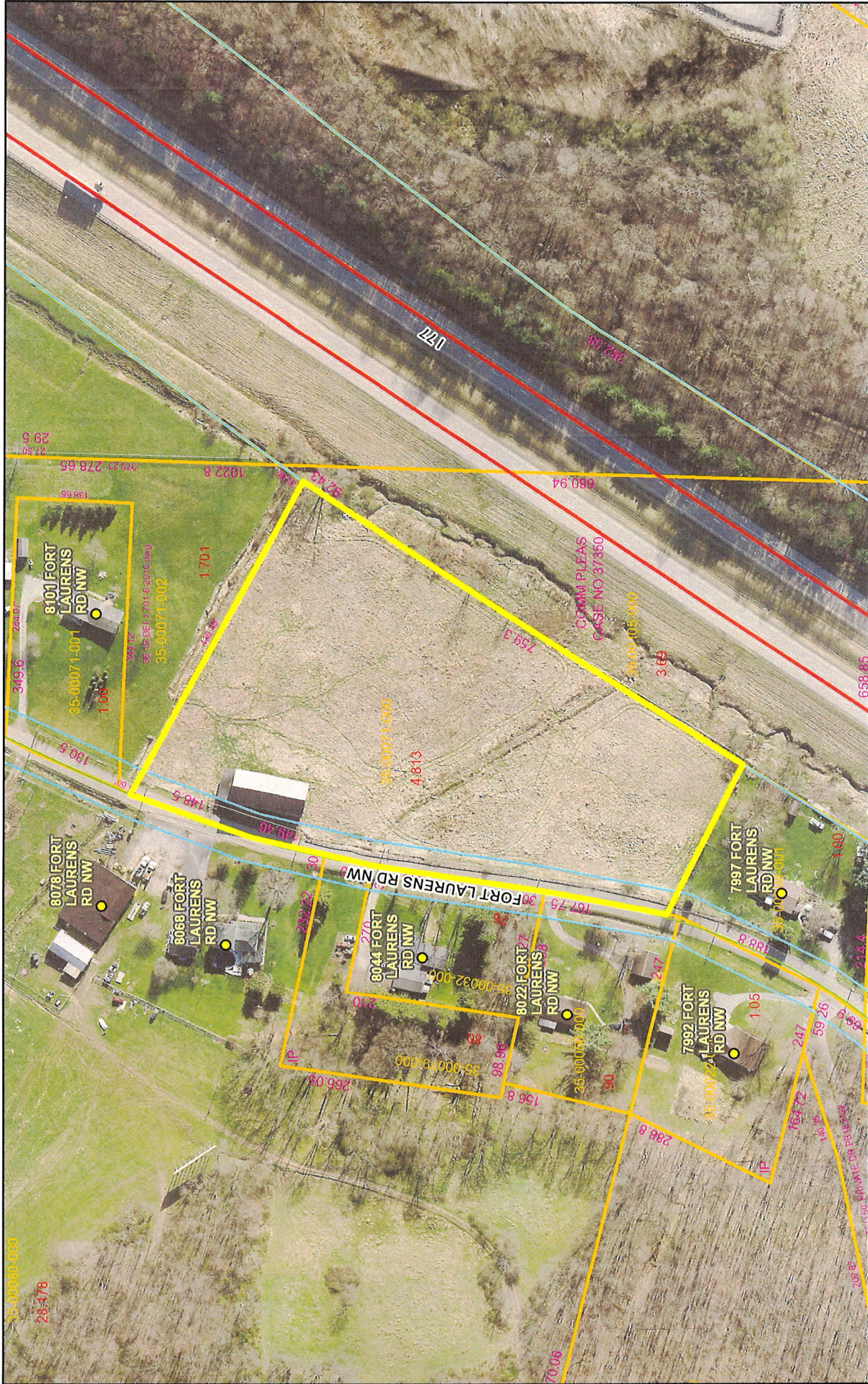
# SKETCH

Card 1

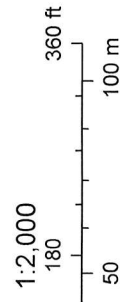
ID	Description	Size	Floor	Floor Area (ft <sup>2</sup> )	Living Area (ft <sup>2</sup> )
1	BANK BARN	3,312	Total	0	0
2	CANOPY	540			

# 2

# 1



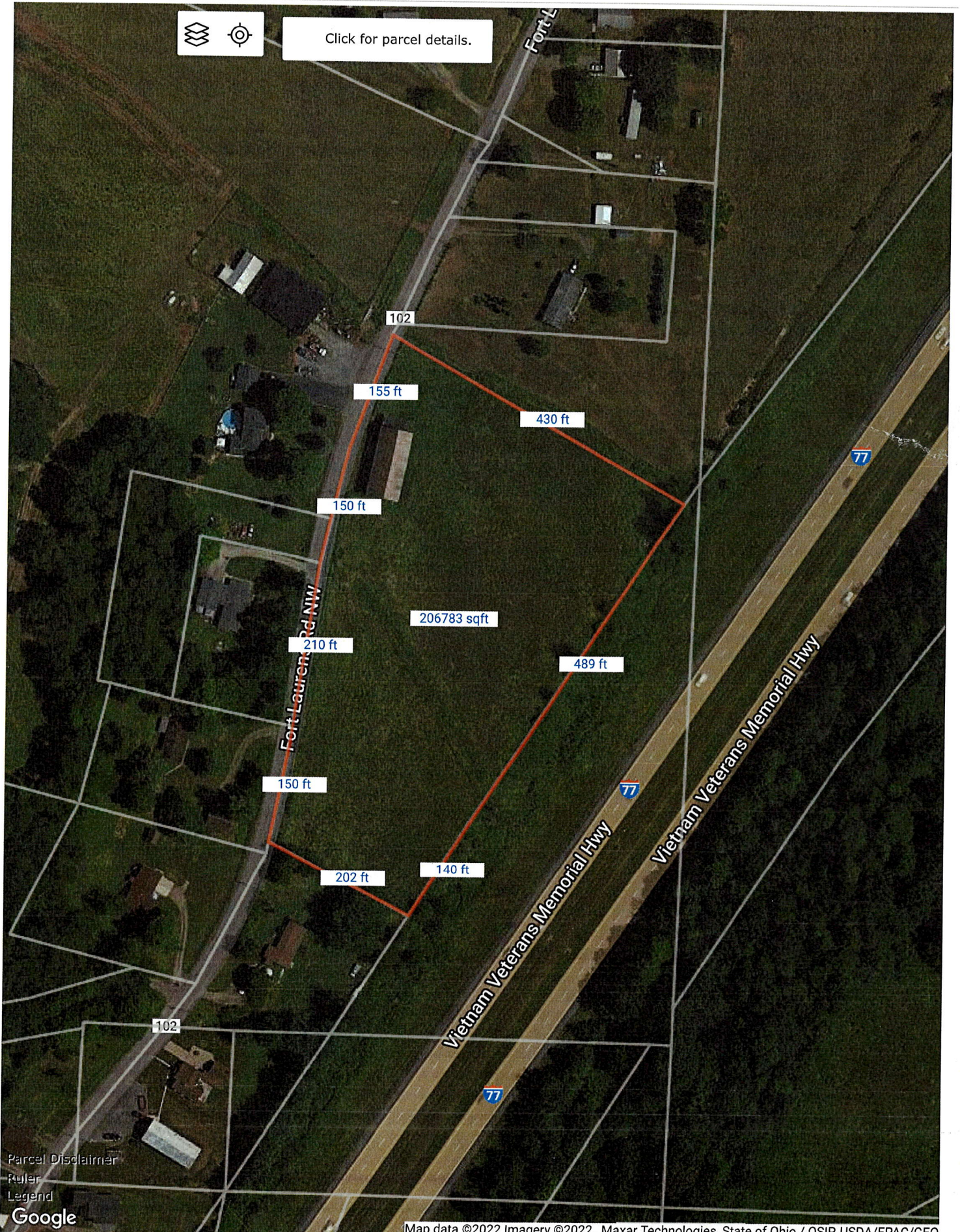
August 2, 2022



Tuscarawas County, OH



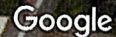
Click for parcel details.



Parcel Disclaimer

Ruler

Legend





# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: St Laurens Rd NW - Strasburg, OH - Parcel # 35-00071-000

Buyer(s): \_\_\_\_\_

Seller(s): Fred Billiter Sr Estate

### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

### II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Ryan Walker and real estate brokerage McInturf Realty will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
- represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

### CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

[Signature]  
SELLER/LANDLORD

7/27/2002  
DATE

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_



*First American Title*™

# ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company, Ohio Agency**

## Commitment

### COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY, OHIO AGENCY**

### 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, *First American Title Insurance Company, Ohio Agency*, a Ohio 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.

*First American Title Insurance Company*

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company, Ohio Agency. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; 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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## 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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# ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company, Ohio Agency

## Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent:	Alban Title, LLC	Issuing Office:	920 Boulevard Street, Dover, OH 44622
Issuing Office's ALTA® Universal ID:	1091252	Loan ID No.:	
Commitment No.:	A22-1022	Issuing Office File No.:	A22-1022
Property Address:	4.813 acres Fort Laurens Rd NW, Strasburg, OH 44680		

### SCHEDULE A

1. Commitment Date: July 26, 2022 at 07:59 AM
2. Policy to be issued:
  - (a)  ALTA Owners Policy (06/17/06)  
 Proposed Insured: \_\_\_\_\_  
 Proposed Policy Amount: \$0.00
  - (b)  ALTA Loan Policy (06/17/06)  
 Proposed Insured: \_\_\_\_\_, its successors and/or assigns as their respective interests may appear.  
 Proposed Policy Amount: \$0.00
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:  
 Fred I Billiter, Sr
5. The Land is described as follows:  
 SEE EXHIBIT A ATTACHED HERETO

Alban Title, LLC

Authorized Signatory

Issuing Agent: Alban Title, LLC  
 Agent ID No.: 4042546  
 Address: 920 Boulevard Street  
 City, State, Zip: Dover, OH 44622  
 Telephone: 330-343-5800

**INSURANCE FRAUD WARNING:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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## ALTA Commitment for Title Insurance

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First American Title Insurance Company, Ohio  
Agency

# Schedule BI & BII

Commitment No.: A22-1022

### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. General Warranty Deed from Fred I Billiter, Sr to \_\_\_\_\_.
  - b. Mortgage from \_\_\_\_\_ to \_\_\_\_\_, securing the principal amount of \$0.00.

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# ALTA Commitment for Title Insurance

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First American Title Insurance Company, Ohio Agency

## Schedule BI & BII (Cont.)

Commitment No.: A22-1022

### SCHEDULE B, PART II

#### 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. 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.

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8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. **Additions or abatement, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions or changes in valuation.**
10. Any easement, encroachment, right of way or other matters affecting the property granted to or in favor of a governmental entity which may or may not be impacted by the marketable title act.
11. The lien of all general taxes and assessments for the year 2021 and thereafter.  
  
Taxes for the year 2021 in the amount of \$450.20 per half is not paid.  
The special assessment in the amount of \$3.00 per half is not paid for the year.  
Total amount owed to bring current is \$2,095.03.  
Tax Parcel Number: 35-00071-000
12. Subject to Right of Way as set forth on Deed dated May 3, 2004 and recorded in Volume 1047, Page 438, of the Tuscarawas County Records.
13. Subject to Easement as set forth on Deed dated May 3, 2004 and recorded in Volume 1047, Page 438, of the Tuscarawas County Records.
14. Subject to Right of Way as set forth on Deed dated December 14, 2001 and recorded in Volume 1047, Page 441, of the Tuscarawas County Records.
15. Subject to Easement as set forth on Deed dated December 14, 2001 and recorded in Volume 1047, Page 441, of the Tuscarawas County Records.
16. Permission to Discharge Sewage Effluent to Floyd and Carolyn Everhart dated October 9, 1996 and recorded in Volume 710, Page 635, of the Tuscarawas County Records.
17. Easement to General Telephone Company dated October 1, 1975 and recorded in Volume 516, Page 434, of the Tuscarawas County Records.
18. Right of Way to Columbia Gas Transmission Corp. dated May 17, 1983 and recorded in Volume 578, Page 9, of the Tuscarawas County Records.

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19. Agreement for Conditional Limited Gas Service to Columbia Gas Transmission Corp. dated July 18, 1981 and recorded in Volume 114, Page 669, of the Tuscarawas County Records.
  
20. Non-Drilling Lease to Belden and Blake Corp. dated August 28, 1990 and recorded in Volume 142, Page 108, of the Tuscarawas County Records.

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ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company, Ohio  
Agency**

**Exhibit A**

File No.: A22-1022

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

See Exhibit "A" attached hereto and incorporated herein.

Commonly known as 4.813 acres Fort Laurens Rd NW, Strasburg, OH 44680

## EXHIBIT A

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

Being a part of a 84.65 acre tract located in the west half of the south-west quarter of Section 16, Township 10, Range 2. The part herein being conveyed being out of a 44.173 acre tract out of said mentioned 84.65 acre tract, said 44.173 acre tract being conveyed to Violet M. Harper by Certificate of Transfer Deed recorded in Vol. 461, Page 362 of the Tuscarawas County Deed Records and being more fully described as follows:

Beginning at a point in the center of County Road number 102 and said point also being in the north line of a 1.00 acre tract conveyed to Paul and D. E. Mizer by deed recorded in Vol.

222, Page 466 of the Tuscarawas County Deed Records; said beginning point being the three (3) following courses and distances from the south east corner of the west half of the South-west quarter of Section #16, (1) N86-03W, 759.8 ft. to a stone; (2) N3-49E, 65.50 ft. to a point in the center of County Road #102 and in the west line of aforementioned 1.00 acre tract; thence with the center thereof (3) N39-34E, 172.55 ft.; thence leaving said mentioned road center and in a southeasterly direction with the north lines of said mentioned 1.00 acre tract and the north line of a 2.58 acre tract conveyed to Harry E. Espenschied by Certificate of Transfer recorded in Vol. 375, Page 164 of the Tuscarawas County Deed Records S86-36E, 216.86 ft. to a point in the Limited Access Right of Way Line located 177.86 ft. left of center line station 518+41.03 of I.R. #71; thence in a northeasterly direction with said mentioned right of way line N33-24E, 759.61 ft. to a point being 200.00 ft. left of center line of said right of way at station 526+00; thence continuing with said right of way line N36-30E, 92.43 ft. to a point located 197.69 ft. left of center line at Station 526+92.34, said point being also in the east line of the west half of the south-west quarter of section #16; thence in a northeasterly direction with said section line N2-53E, 278.65 ft. to an iron pin at the south-east corner of a 1.0 acre tract conveyed to Fred L. and Florence I. Billiter by deed bearing date 11-12-58 recorded in the Tuscarawas County Deed Records; thence in a northwesterly direction with the south line of said mentioned 1.0 acre tract N87-03W, 349.60 ft. to the center of County Road #102; thence with the center thereof the following (7) seven courses and distances (1) S26-33W, 130.55 ft. to a point (2) S21-46W, 148.50 ft. to a point; (3) S14-16W, 149.40 ft. to a point; (4) S9-54W, 210.0 ft. to a point; (5) S12-04W, 167.80 ft. to a point; (6) S27-50W, 188.80 ft. to a point; (7) S39-34W, 70.25 ft. to a point and the true place of beginning for the tract herein conveyed containing 7.735 acres but subject to all legal right of ways and easements.

The above mentioned 44.173 acres is now being carried on the County Auditors Tax Record as a 40.483 acres, said 40.483 acres less 7.735 acres leaving a balance of 32.748 acres.

EXCEPTING THEREFROM 0.760 acres out of the following 1.00 acre tract transferred to Rita J. Meek by Warranty Deed recorded at Vol. 1047, Pg. 438 of the Tuscarawas County Official Records:

Situated in the Township of Lawrence, the County of Tuscarawas and the State of Ohio.

Being a part of the west half of the southwest quarter of Section 16, Township 10, Range 2, and being also a part of a 1.0 acre tract and a 7.735 acre tract heretofore conveyed to Fred and Florence Billiter in deed Vol. 491 Pg. 779 and being more fully described as follows:

Commencing at an iron pipe found at the southeast corner of the west half of the southwest quarter of Section 16; Thence with the west line of said half quarter section North 02 deg. 3 min. 00 sec. East, 1226.07 ft. to the northeast corner of the aforesaid 7.735 acre tract;

Thence with the north line thereof North 87 deg. 03 min. 00 sec. West, 50.00 ft. to a point at the TRUE PLACE OF BEGINNING of the tract herein described;

Thence South 02 deg. 53 min. 00 sec. West, 102.82 ft. to an iron pin set;

Thence North 87 deg. 03 min. 00 sec. West, 344.12 ft. to a point in the center of Co. Rd. #102 and passing on line an iron pin set at 314.12 ft;

Thence with the center of said road North 26 deg. 18 min. 27 sec. East, 151.06 ft. to a point;

Thence leaving said road South 87 deg. 03 min 00 sec. East, 284.07 ft. to an iron pin set;

Thence south 02 deg. 53 min. 00 sec. West, 35.87 ft. to the place of beginning, containing 1.000 acres more or less, but subject to all legal highways. Being 0.240 acres out of the 1.0 acre tract and 0.760 acres out of the 7.735 acre tract. Bearings herein are oriented to the 7.735 acre tract. All iron pins set are 5/8 by 30 in. with plastic caps stamped "Pyle Survey #6533". Survey and description by John P. Pyle, Reg. Surveyor #6533 in Sept. 2001.

SUBJECT TO THE FOLLOWING CONDITIONS, which shall be deemed to run with the land:

1. Subject to a right-of-way across the property being conveyed in favor of Fred and Florence Billiter, their heirs and assigns, over the current unpaved and unimproved road/path from the residence of said Fred and Florence Billiter, their heirs and assigns, to a barn located on property to the south of the property being conveyed and owned by said Fred and Florence Billiter.
2. Subject to an easement for the purpose of allowing water lines from the well on grantor's property to service the barn referred to above. This easement shall be for the purpose of allowing the current water lines to be operated, maintained or replaced, if necessary.
3. Subject to the restriction that the property can only be sold to a blood relative of Fred and Florence Billiter and in the event that the property is not maintained in the blood line of Fred or Florence Billiter, it shall revert back to Fred or Florence Billiter, their heirs and assigns.

FURTHER EXCEPTING THEREFROM 1.0 acres conveyed to Roger L. and Lynn A. Billiter by Warranty Deed recorded at Vol. 1047, Pg. 441 of the Tuscarawas County Official Records:

Situated in the Township of Lawrence, the County of Tuscarawas, and the State of



Ohio.

Being a part of the southwest quarter of Section 16, Township 10, Range 2, and being also a part of a 7.735 acre tract heretofore conveyed to Fred and Florence Billiter in deed Vol. 491, Pg. 779, and being more fully described as follows:

Beginning at a 1 1/4 in. iron pipe found at the southeast corner of the west half of the southwest quarter of section 16; thence with the east line of an 0.68 acre tract heretofore conveyed to Harry Espenschied in deed Vol. 375, Pg. 164, North 5 deg. 59 min. 51 sec. East, 206.2 ft. to a stone monument found; thence with the north line of said tract and it's production North 83 deg. 52 min. 09 sec. West, 441.15 ft. to an iron pin set on the west right of way line of I.R. #77, and being the TRUE PLACE OF BEGINNING of the tract herein described; thence continuing with the north line of the 0.68 acre tract and the north line of a 1.000 acre tract heretofore conveyed to Sharon and Dolly Mizer in deed Vol. 508, Pg. 948, being also the south line of the aforementioned 7.735 acre tract, North 83 deg. 52 min. 09 sec. West, 213.87 ft. to a point in the center of Co. Rd. #102, and passing on line a stone monument found at 101.75 ft. and an iron pin set at 185.59 ft.; thence with the center of said road North 39 deg. 30 min. 26 sec. East, 68.86 to a point at the southeast corner of a 1.045 acre tract heretofore conveyed to Wesly M. Justice in deed Vol. 420, Pg. 653; thence continuing in said road and with the east line of said tract North 30 deg. 45 min. 50 sec. East, 188.80 ft. to the northeast corner thereof; thence North 14 deg. 37 min. 42 sec. East, 16.72 ft. to a point; thence leaving said road South 59 deg. 14 min. 10 sec. East, 206.33 ft. to an iron pin set on the west right of way line of I.R. #77, and passing on line an iron pin set at 14.71 ft.; thence with said line South 36 deg. 16 min. 39 sec. West, 184.64 ft. to the place of beginning, containing 1.000 acres more or less, but subject to all legal highways. Bearings herein are oriented to the center line of I.R. #77. All iron pins set are 5/8 in. by 30 in. with plastic cap stamped "Pyle Survey #6533". Survey and description by John P. Pyle Registered Surveyor #6533 in May 1988.

ALSO SAVING AND EXCEPTING THE FOLLOWING:

**DESCRIPTION OF A 1.701 ACRE PARCEL**

Situated in the Township of Lawrence, County of Tuscarawas and State of Ohio.

Being part of the West Half of the Southwest Quarter of Section 16, Township 10, Range 2 and being part of a 6.97 acre parcel as conveyed to Fred L. and Florence I. Billiter by a deed recorded in Volume 491, Page 7779 of the Tuscarawas County Deed Records, part of a 1.00 acre parcel of land as conveyed to Fred L. and Florence I. Billiter by a deed recorded in Volume 386, Page 178 of the Tuscarawas County Deed Records and part of a 1.01 acre parcel of land as conveyed to Fred L. and Florence I. Billiter by a deed recorded in Volume 368, Page 351 of the Tuscarawas County Deed Records, Auditor's Parcel Nos. 35-00071.000, 35-00128.000 and 35-00008.000 and being more fully described as follows:

**Beginning** at the intersection of the northwesterly Limited Access Right-of-Way line of Interstate Route 77 and the east line of the West Half of the Southwest Quarter of said Section 16 at a corner of said 6.97 acre parcel so conveyed to Fred L. and Florence I. Billiter. Said point being located N 02° 03' 00" E, 947.42 feet from a 3/4" iron pipe found at the southeast corner of the West Half of the Southwest Quarter of said Section 16. Said point is referenced by an iron pin set bearing N 02° 03' 00" E, 30.00 feet therefrom;

Course No. 1 Thence with the northwesterly Limited Access Right-of-Way Line of said Interstate 77 and the southeasterly line of said 6.97 acre parcel of land so conveyed to Fred L. and Florence I. Billiter, S 35° 40' 00" W, 33.80 feet to a point thereon. Said point being referenced by an iron pin set bearing N 60° 52' 11" E, 7.56 feet therefrom;

Course No. 2 Thence with a new line of division through said 6.97 acre parcel of land so conveyed to Fred L. and Florence I. Billiter, N 60° 52' 11" W, passing on line an iron pin set at 7.56 feet and 403.74 feet, a total distance of 430.45 feet to a point in the center of Fort Laurens Road, CR-102 and the northwesterly line of said 6.97 acre parcel of land;

Course No. 3 Thence with said road and the northwesterly line of said 6.97 acre parcel of land so conveyed to Fred L. and Florence I. Billiter, N 26° 18' 27" E, 15.60 feet to the southwest corner of a 1.00 acre parcel of land as conveyed to Rita J. Meek and Mark A. Rothacher by a deed recorded in Volume 1156, Page 1657 of the Tuscarawas County Official Records;

Course No. 4 Thence with the south line of said 1.00 acre parcel of land so conveyed to Rita J. Meek and Mark A. Rothacher, S 87° 03' 00" E, passing on line an iron pin capped "PYLE" found at 30.05 feet, a total distance of 344.12 feet to an iron pin capped "PYLE" found at the southeast corner thereof;

Course No. 5 Thence with the east line of said 1.00 acre parcel of land so conveyed to Rita J. Meek and Mark A. Rothacher, N 02° 53' 02" E, 138.68 feet to an iron pin capped "PYLE" found at the northeast corner thereof;

Course No. 6 Thence with the north line of said 1.00 acre parcel of land so conveyed to Rita J. Meek and Mark A. Rothacher, N 87° 03' 00" W, passing on line an iron pin capped "PYLE" found at 254.02 feet, a total distance of 284.07 feet to a point in the center of said Fort Laurens Road at the northwest corner of said 1.00 acre parcel of land;

Course No. 7 Thence with the center of said road and the northwesterly line of said 1.00 acre parcel of land so conveyed to Fred L. and Florence I. Billiter, N 25° 43' 54" E, 77.58 feet to a point thereon. Said point being referenced by an iron pin set bearing S 85° 45' 32" E, 28.59 feet therefrom;

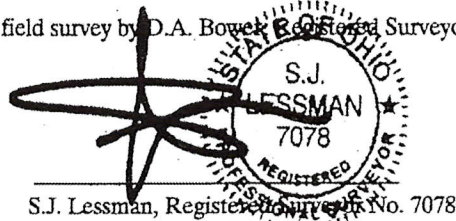
Course No. 8 Thence with a new line of division through said 1.00 acre and said 1.01 acre parcels of land so conveyed to Fred L. and Florence I. Billiter, S 85° 45' 32" E, passing on line an iron pin set at 28.59 feet, a total distance of 302.57 feet to an iron pin set on the aforesaid east line of the West Half of the Southwest Quarter of Section 16 and the east line of said 1.01 acre parcel of land;

Course No. 9 Thence with the east line of the West Half of the Southwest Quarter of Section 16 and the east line of said 1.01 acre, said 1.00 acre and said 6.97 acre parcels of land so conveyed to Fred L. and Florence I. Billiter, S 02° 03' 00" W, passing on line an iron pin set at 349.23 feet, a total distance of 379.23 feet to the Place of Beginning, containing **1.701 acres**, more or less, of which 1.162 acres is part of Parcel No. 35-00071.000, 0.412 of an acre is part of Parcel No. 35-00008.000 and 0.127 of an acre is part of Parcel No. 35-00128.000, but subject to all legal highways, easements, reservations and restrictions of record.

Bearings are oriented to an assumed meridian.

All iron pins set are 30" x 3/4" round steel bars with plastic caps stamped "DIVERSIFIED ENGINEERING".

Description prepared from a field survey by D.A. Bower, Registered Surveyor No. 5753 in June 2010.



S.J. Lessman, Registered Surveyor No. 7078