

# stewart title®

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## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

  
\_\_\_\_\_  
Authorized Countersignature



  
\_\_\_\_\_  
Matt Morris  
President and CEO

Stewart Title Company  
259 West Schrock Road  
Westerville, OH 43081  
(614) 895-0200

  
\_\_\_\_\_  
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.



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*

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

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

File No.: 01032-25166

1. **Effective Date:** July 14, 2017 at 8:00 A.M.

2. **Policy or Policies to be issued:**

**Amount of Insurance**

(a) ALTA Owner's Policy

\$170,000.00

Proposed Insured: **To be determined**

(b) ALTA Loan Policy

T.B.D.

Proposed Insured: **To be determined**

3. **The estate or interest in the land described or referred to in this Commitment is:**

Fee Simple

4. **Title to the said estate or interest in the land is at the Effective Date hereof vested in:**

McDonald's USA, LLC, a Delaware limited liability company

Who acquired said interest in [Official Record 1664 page 1706](#), filed July 9, 2014 in the Fairfield county records.

5. **The land referred to in this Commitment is described as follows:**

Situated in the State of Ohio, County of Fairfield, Township of Bloom, (Village of Carroll); and being in Section 12, Township 14, Range 20, and being all of Parcel One (a 0.87 acre tract) and part of Parcel Two (a 5.924 acre tract) as described in a deed to Kimberly Ann Fields and Shaun J. Fields of record in Deed Book 595, page 176, all records being of the Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Beginning at an iron pipe found in the westerly right-of-way of State Route 33, as shown on ODOT plan no. FRA.-33-29.26 and FA1.-33-0.00 R/W PLAN as being 125 feet left of Sta. 29+59.3 in the centerline of State Route 33;

Thence North 89° 59' 38" East, along the north line of said 0.87 acre tract, a distance of 185.79 feet (passing over an iron pin set at 155.83 feet) to a point;

Thence South 00° 16' 38" East, along the east line of said 0.87 acre tract, a distance of 201.64 feet to a railroad spike set;

Thence North 89° 17' 32" West, along the south line of said 0.87 acre tract, and the former centerline of Winchester Road, a distance of 202.31 feet to a railroad spike set;

Thence North 01° 58' 58" West, along the west line of said 0.87 acre tract, a distance of 50.37 feet to a railroad spike found;

Thence North 84° 06' 17" West, along the south line of said 5.924 acre tract, a distance of 197.09 feet to an iron pin found, in the east right of way of the C & O Railroad, 50 feet from the centerline of said railroad, and also being the southwesterly corner of said 5.924 acre tract;

Thence North 40° 14' 15" West, along the westerly line of said 5.924 acre tract, and the east line of said C & O Railroad, a distance of 222.00 feet to an iron pipe set;

Thence North 56° 48' 28" East, crossing said 5.924 acre tract, a distance of 280.41 feet to an iron pipe set in the

east line of said 5.924 acre tract, and in the west line of the right-of-way of U.S. 33;

Thence South 33° 21' 01" East, along the east line of said 5.924 acre tract, and the west right-of-way of said U.S. 33, a distance of 222.00 feet to the place of beginning and containing 2.661 acres more or less.

Bearings are based on the source deed as found in Deed Book 595, page 176.

All iron pipes set are 1" (OD) and 30" long with a plastic cap stamped M-E Eng./S-6872.

This description was based on an actual field survey performed by M-E Engineering/Civil Group in December of 1999.

LESS AND EXCEPTING therefrom the following 0.734 acre tract, 0.063 acre tract and 0.458 acre tract as conveyed by McDonald's USA, LLC, a Delaware limited liability company to the Ohio Department of Transportation by document recorded on January 12, 2017 of record in [Official Record 1729 page 2059](#).

The lands herein described are situated in State of Ohio, Fairfield County, Ohio; Village of Carroll; Township of Bloom, Section 12, Range 20 West, Township 14 North and is a part of a 2.66 acre tract of land owned by Archland Properties I LLC, A Delaware Limited Liability Company as recorded in Official Record Book 1348 page 1721 and being more particularly described as follows:

PARCEL NO. 19-WDV

Being a parcel of land lying on the right side of the centerline of survey of U.S. 33 made by the Ohio Department of Transportation, as shown on file in plans Fai-33-5.60 at the District 5 office of the Ohio Department of Transportation, Jacksontown, OH and being located within the following described points in the boundary thereof:

Commencing at a stone found at the southwest corner of Section 7, said stone being located 3,114.43 feet right of centerline station 59+17.85 of the centerline of survey and construction, U.S. 33. Thence, along said Section line, North 04 degrees 01 minutes 54 seconds East, a distance of 4,375.51 feet to a point on the southerly line of the Village of Carroll Corporation line, said point being located 25.25 feet left of centerline station 31+50.82 of the centerline of survey & construction, U.S. 33. Thence along said Corporation line, North 86 degrees 45 minutes 17 seconds West a distance of 186.65 feet to a point on the existing Limited Access Right of Way line, said point being located 125.00 feet right of centerline station 30+40.66 of the centerline of survey & construction, U.S. 33 and being the TRUE POINT OF BEGINNING:

Thence, along said existing Limited Access Right of Way line, South 43 degrees 38 minutes 34 seconds East a distance of 138.16 feet to a point, said point being located 100.00 feet right of centerline station 31+74.96 of the centerline of survey & construction, U.S. 33;

Thence, continuing along said existing Limited Access Right of Way line, South 29 degrees 00 minutes 19 seconds East a distance of 59.84 feet to a point, said point being located 105.00 feet right of centerline station 32+33.96 of the centerline of survey & construction, U.S. 33;

Thence, continuing along said existing Limited Access Right of Way line, South 13 degrees 57 minutes 41 seconds West a distance of 44.60 feet to a point, said point being located 138.16 feet right of centerline station 32+63.41 of the centerline of survey & construction, U.S. 33 also being located 40.90 feet right of the centerline station 20+98.24 of the centerline of survey & construction, Prop. Winchester Rd. (referencing an existing concrete monument located North 03 degrees 59 minutes 37 seconds East 0.91 feet, said monument being located 137.59 feet right of centerline station 32+62.70 U.S. 33);

Thence, along the existing Right of way line, North 86 degrees 28 minutes 23 seconds West a distance of 143.12 feet to a set iron pin on the proposed Right of Way line, said pin being located 29.59 feet left of centerline station 19+64.64 of the centerline of survey & construction, Prop. Winchester Rd.;

Thence, along the proposed Right of Way line, north 02 degrees 20 minutes 28 seconds East, a distance of 32.32

feet to a point, said point being located 61.80 feet left of centerline station 19+68.50 of the centerline of survey & construction, Prop. Winchester Rd.;

Thence, continuing along the proposed Right of Way line, North 02 degrees 11 minutes 34 seconds East a distance of 91.12 feet (referencing an existing ½" iron pipe located North 01 degrees 11 minutes 56 seconds East 12.83 feet, said pipe being located 74.59 feet left of centerline station 19+70.61) to a set iron pin, said pin being located 180.00 feet right of centerline station 30+80 of the centerline of survey & construction, U.S. 33;

Thence, continuing along said proposed Right of Way line, North 29 degrees 02 minutes 50 seconds West, a distance of 267.21 feet to a set iron pin on the southerly property line of Kimberly Ann & Shaun J. Fields (DV 595/176), said pin being located 165.00 feet right of centerline station 28+17.94 of the centerline of survey & construction, U.S. 33;

Thence, along said property line, North 60 degrees 39 minutes 00 seconds East a distance of 50.21 feet to an existing ½" iron pipe on the existing Limited Access Right of way line, said pipe being located 114.83 feet right of centerline station 28+19.78 of the centerline of survey & construction, U.S. 33;

Thence, along said existing Limited Access Right of Way line, South 29 degrees 32 minutes 53 seconds East a distance of 223.87 feet to the POINT OF BEGINNING.

It is understood that the above described area contains a total of 0.734 acres more or less, including the present road which occupies 0.000 acres, more or less, to be deleted from the value of Auditor's Parcel Number 060-00009-10.

All set iron pins are ¾" x 30" rebars with aluminum caps inscribed "O.D.O.T. R/W District 5". All bearings shown are for project use only and are from the Ohio State Plane Coordinate System, South Zone, N.A.D. 83 as established by GPS measurements in 2013.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Ohio Department of Transportation, Columbus, Ohio.

This description is prepared under the direction and supervision of Charles W. Price, Jr. P.S. 7825 for the Ohio Department of Transportation, and is based on a survey performed by Canter GPS Services under the direction of Robert C. Canter, P.S. 7226 for the Ohio Department of Transportation in 2013.

and

The lands herein described are situated in State of Ohio, Fairfield County, Ohio; Village of Carroll; Township of Bloom, Section 12, Range 20 West, Township 14 North and is a part of a 2.66 acre tract of land owned by Archland Properties I LLC, A Delaware Limited Liability Company as recorded in Official Record Book 1348 page 1721 and being more particularly described as follows:

PARCEL NO. 19A-WDV

Being a parcel of land lying on the right side of the centerline of survey of U.S. 33 made by the Ohio Department of Transportation, as shown on file in plans Fai-33-5.60 at the District 5 office of the Ohio Department of Transportation, Jacksontown, OH and being located within the following described points in the boundary thereof:

Commencing at a stone found at the southwest corner of Section 7, Range 19 West, Township 15 North, Greenfield Township, said stone being located 3144.43 feet right of centerline station 59+17.85 of the centerline of survey and construction, U.S. 33. Thence, along said Section line, North 04 degrees 01 minutes 54 seconds East, a distance of 4,164.74 feet to a point on the southerly line of said owner, said point being located 104.45 feet right of centerline station 33+16.11 of the centerline of survey & construction, U.S. 33. Thence, along said southerly property line, North 85 degrees 29 minutes 48 seconds West a distance of 59.54 feet to a point on the existing Limited Access Right of way line, said point being located 150.81 feet right of centerline station 32+79.25 of the centerline of survey & construction, U.S. 33 also being located 57.04 feet right of centerline station 20

+85.67 of the centerline of survey & construction, Proposed Winchester Rd. and being the TRUE POINT OF BEGINNING:

Thence, along said southerly property line, North 85 degrees 29 minutes 48 seconds West a distance of 142.13 feet to a point on the westerly corporation line of the Village of Carroll, said point being located 262.06 feet right of centerline station 31+92.66 of the centerline of survey & construction, U.S. 33 also being located 11.54 feet left of centerline station 19+63.86 of the centerline of survey & construction, Prop. Winchester Rd.;

Thence, along said corporation line, North 00 degrees 52 minutes 02 seconds East a distance of 18.06 feet to a set iron pin on the existing Right of Way lien of existing Winchester Rd., said pin being located 29.59 feet left centerline station 19+64.64 of the centerline of survey & construction, Prop. Winchester Rd.;

Thence, continuing along said existing Right of Way line, South 86 degrees 28 minutes 23 seconds East, a distance of 143.12 feet to a point on the existing Limited Access Right of Way line, said point being located 138.16 feet right of centerline station 32+63.41 of the centerline of survey & construction, U.S. 33 also being located 40.90 feet right of centerline station 20+98.24 of the centerline of survey & construction, Prop. Winchester Rd. (referencing an existing concrete monument located North 03 degrees 59 minutes 37 seconds East 0.91 feet, said monument being located 137.59 feet right of centerline station 32+62.70 U.S. 33);

Thence, along said existing Limited Access Right of Way line, South 03 degrees 59 minutes 37 seconds West a distance of 20.46 feet to the POINT OF BEGINNING.

It is understood that the above described area contains a total of 0.063 acres more or less, including the present road which occupies 0.063 acres, more or less, to be deleted from the value of Auditor's Parcel Number 060-00009-10.

All set iron pins are ¾" x 30" rebars with aluminum caps inscribed "O.D.O.T. R/W District 5". All bearings shown are for project use only and are from the Ohio State Plane Coordinate System, South Zone, N.A.D. 83 as established by GPS measurements in 2013.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Ohio Department of Transportation, Columbus, Ohio.

This description is prepared under the direction and supervision of Charles W. Price, Jr. P.S. 7825 for the Ohio Department of Transportation, and is based on a survey performed by Canter GOS Services under the direction of Robert C. Canter, P.S. 7226 for the Ohio Department of Transportation in 2013.

And

The lands herein described are situated in State of Ohio, Fairfield County, Ohio; Village of Carroll; Township of Bloom, Section 12, Range 20 West, Township 14 North and is a part of a 2.66 acre tract of land owned by Archland Properties I LLC, A Delaware Limited Liability Company as recorded in Official Record Book 1348 page 1721 and being more particularly described as follows:

PARCEL NO. 19A-WL

Being a parcel of land lying on the right side of the centerline of survey of U.S. 33 made by the Ohio Department of Transportation as shown on file in plans Fai-33-5.60 at the District 5 office of the Ohio Department of Transportation, Jacksontown, OH and being located within the following described points in the boundary thereof:

Commencing at a stone found at the southwest corner of Section 7, Range 19 West, Township 15 North, Greenfield Township, said stone being located 3,114.43 feet right of centerline station 59+17.85 of the centerline of survey and construction, U.S. 33. Thence, along said Section line, North 04 degrees 01 minutes 54 seconds East a distance of 4,164.74 feet to a point on the southerly line of said owner, said point being located 104.45 feet right of centerline station 33+16.11 of the centerline of survey & construction, U.S. 33 and being the TRUE POINT OF BEGINNING:

Thence, along said southerly property line, North 85 degrees 29 minutes 48 seconds West a distance of 59.54 feet to a point on the existing Limited Access Right of way line, said point being located 150.81 feet right of centerline station 32+79.25 of the centerline of survey & construction, U.S. 33 also being located 57.04 feet right of centerline station 20+85.67 of the centerline of survey & Construction, Proposed Winchester Rd.;

Thence, along said existing Limited Access Right of Way line, North 03 degrees 59 minutes 37 seconds East a distance of 20.46 feet to a point, said point being located 138.16 feet right of centerline Station 32+63.41 of the centerline of survey & construction, U.S. 33 also being located 40.90 feet right of centerline station 20+98.24 of the centerline of survey & construction, Prop. Winchester Rd. (referencing an existing concrete monument located North 03 degrees 59 minutes 37 seconds East 0.91 feet, said monument being located 137.59 feet right of centerline station 32+62.70 U.S. 33);

Thence, continuing along the existing Limited Access Right of Way line, North 13 degrees 57 minutes 41 seconds East a distance of 44.60 feet to a point, said point being located 105.00 feet right of centerline station 32+33.96 of the centerline of survey & construction, U.S. 33;

Thence, continuing along said existing Limited Access Right of Way line, North 29 degrees 00 minutes 19 seconds West a distance of 59.84 feet to a point, said point being located 100.00 feet right of centerline station 31+74.96 of the centerline of survey & construction, U.S. 33;

Thence, continuing along said existing Limited Access Right of Way line, North 43 degrees 38 minutes 34 seconds West a distance of 138.16 feet to a point in the proposed Limited Access Right of way line, said point being located 125.00 feet right of centerline station 30+40.66 of the centerline of survey & construction, U.S. 33;

Thence, along the proposed Limited Access Right of Way line, South 86 degrees 45 minutes 17 seconds East a distance of 186.65 feet to a point on the easterly corporation line for the Village of Carroll and the westerly line of Section 7, said point being located 25.25 feet left of centerline station 31+50.82 of the centerline of survey & construction, U.S. 33;

Thence, along said section line, South 04 degrees 01 minutes 54 seconds West a distance of 210.64 feet to the POINT OF BEGINNING.

It is understood that the above described area contains a total of 0.458 acres more or less, including the present road which occupies 0.458 acres, more or less, to be deleted from the value of Auditor's Parcel Number 060-00009-10.

All iron pins are ¾" x 30" rebars with aluminum caps inscribed "O.D.O.T. R/W District 5". All bearings shown are for project use only and are from the Ohio State Plane Coordinate System, South Zone, N.A.D. 83 as established by GPS measurements in 2013.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Ohio Department of Transportation, Columbus Ohio.

This description is prepared under the direction and supervision of Charles W. Price, Jr. P.S. 7825 for the Ohio Department of Transportation, and is based on a survey performed by Canter GPS Services under the direction of Robert C. Canter, P.S. 7226 for the Ohio Department of Transportation in 2013.

For information purposes only, the property address is purported to be:  
6010 Winchester Road, Carroll, OH 43112

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART I

File No.: 01032-25166

The following are the requirements to be complied with:

1. Show that restrictions or restrictive covenants have not been violated.
2. 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 issued.
3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Pay all general and special taxes now due and payable.
5. Record instrument conveying or encumbering the estate or interest to be insured, briefly described:
  - a. Proper Deed from McDonald's USA, LLC, a Delaware limited liability company to a Buyer to be determined.
  - b. Proper Mortgage, if applicable, from a Buyer to be determined, with marital status and release of dower if applicable, to a Lender to be determined.
6. The deed specified requires approval of the Fairfield County Engineer's Office.
7. The Company requires for its review satisfactory copy of the "Articles of Organization," the Operating Agreement and the regulations of the limited liability company, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.
8. Cancellation and release of record of the following liens:

No open mortgages found during our exam period.

NOTE: The Company may make other requirements or take further Schedule B exceptions upon its review of the proposed documents creating the estate or interest to be insured or upon its otherwise ascertaining details of the transaction.



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

File No.: 01032-25166

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of 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 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 discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or any overlapping of improvements or other boundary or location disputes (can be eliminated or amended in mortgagee's policy upon proper evidence being furnished).
3. Rights or claims of parties in possession, and not of record in the public records.
4. Liens for labor, services or materials or claims to same which are not of record in said records.
5. Any roadway easement, similar or dissimilar, on, under, over or across said property, or any part thereof and not of record in said records.
6. Taxes and assessments for the current year and subsequent installments, which are a lien, not yet due and payable.
7. Tax information as to:  
Parcel Number: 060-0000910 - 2.66 acres  
Property Address: 6010 Winchester Road  
Taxes for the first half of 2016, in the amount of \$4,583.95 are paid.  
Taxes for the second half of 2016, in the amount of \$4,583.95 are paid.  
Assessed values: Land \$121,030.00; Building \$115,890.00; Total \$236,920.00
8. Easement as contained in Judgment Entry of record in [Official Record 1729 page 2059](#).
9. Easement as contained within the deed of record in [Volume 310 page 367](#).
10. Easement for Highway Purposes granted to the State of Ohio of record in [Highway Easement 1 page 7](#).
11. Easement for Highway Purposes granted to the State of Ohio of record in [Highway Easement 2 page 538](#).
12. Easement for Highway Purposes granted to the State of Ohio of record in [Highway Easement 2 page 541](#).
13. Easement for Highway Purposes granted to the State of Ohio of record in [Highway Easement 2 page 543](#).
14. Electric Line - Right-of-Way Easement granted to South Central Power Company of record in [Volume 346 page 338](#).
15. Right of Way granted to Columbia Gas of Ohio, Inc. of record in [Volume 352 page 249](#) as partially released in [Official Record 1135 page 843](#).
16. Right of Way granted to Columbia Gas of Ohio, Inc. of record in [Volume 352 page 251](#) as partially released in [Official Record 1135 page 837](#).
17. Right of Way granted to Columbia Gas of Ohio, Inc. of record in [Volume 508 page 957](#) as partially released in



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

[Official Record 1135 page 833.](#)

18. Easement as contained within the Agreed Judgment Entry of record in [Official Record 1114 page 1122.](#)
19. Restrictive Covenant of record in [Official Record 1121 page 1077.](#)
20. Restrictive Covenant of record in [Official Record 1121 page 1083.](#)
21. Easement Agreement by and between System Capital Real Property Corporation, a Delaware corporation and Kimberly Ann Fields a.k.a. Kimberly A. Crabtree aka Kimberly A. Crabtree Edwards and Shaun J. Fields of record in [Official Record 1121 page 1093.](#)
22. Sewer Easement granted to the Village of Carroll of record in [Official Record 1121 page 2122.](#)
23. Easement granted to Columbia Gas of Ohio, Inc. of record in [Official Record 1127 page 536](#) as re-recorded in [Official Record 1129 page 1613.](#)
24. Sewer Easement granted to the Village of Carroll of record in [Official Record 1140 page 2347.](#)
25. Title to that portion of the property within the bounds of any roads or highways.
26. Any inaccuracy in the specific quantity of acreage contained on any survey, or contained within the legal description of premises insured herein.
27. 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.

## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056*