



CHICAGO TITLE  
INSURANCE COMPANY®

**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**CHICAGO 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 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, CHICAGO 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.

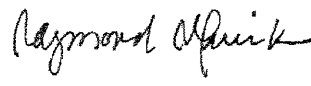
If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:

  
Authorized Signatory  
Michelle E. Taylor  
Valley Title & Escrow Agency, Inc.  
15985 E High St  
Middlefield, OH 44062  
Tel: 440-632-9833  
Fax: 440-632-9034

**CHICAGO TITLE INSURANCE COMPANY**

By:



President

Attest:



Secretary

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72C165B35

72C165B35 ALTA Commitment For Title Insurance 08/01/2016 180 days  
for OH 06/01/2017\_C165B

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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; and
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the 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

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Commitment was first delivered to the Proposed Insured.

- 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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**Transaction Identification Data for reference only:**

Issuing Agent:

Issuing Office: Valley Title & Escrow Agency, Inc.

ALTA Universal ID:

Loan ID Number:

Commitment Number:

Issuing Office File Number: 414241

Property Address: 4540 Pymatuning Lake Rd Andover, OH 44003

Revision Number: \_\_\_\_\_

**SCHEDULE A**

1. Commitment Date: **January 16, 2020, at 08:00 am**
2. Policy to be Issued:
  - (a) 2006 ALTA® Owner's Policy  
Proposed Insured: **Qualitas Properties, LLC**  
Proposed Policy Amount: **\$100,000.00**
  - (b) 2006 ALTA® Loan Policy  
Proposed Insured:  
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is:  
**Fee Simple**
4. Title to the **Fee Simple** estate or interest in the Land is at the Commitment Date vested in:  
**Qualitas Properties, LLC**
5. The Land is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

**Valley Title & Escrow Agency, Inc.**

By   
**Authorized Signatory**

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**ALTA Commitment for Title Insurance**  
**(06-01-2017)**

**Page 1 of 5**

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## EXHIBIT "A"

Situated in the Township of Andover. County of Ashtabula and State of Ohio, and described as follows, to wit:

And known as being Sublot Nos. 23 and 24 in the Stillman Allotment No. 2 of part of original Andover Township Lot No. 43, as shown by the recorded plat in Volume 11 of Maps, page 23 of Ashtabula County Records and also a part of original Andover Township Lot No. 43 and together forming a parcel of land bounded and described as follows: Beginning in the centerline of Pymatuning Lake Road at the northwest corner of land conveyed to Roy D. Stillman by deed dated June 7, 1966 and recorded in Volume 658, page 166 of Ashtabula County Records; thence Easterly along the northerly line of said lands of Roy D. Stillman 270 feet to the northeast corner of thereof; thence Southerly along the easterly line of said lands of Roy D. Stillman 52 feet to the northwest corner of Sublot No. 22 of the Stillman Allotment No. 2; thence Easterly along the north line of said Sublot No. 22 a distance of 265 feet to the centerline of Center Road; thence Northerly along the center line of Center Road 269.26 feet to the Southeast corner of Sublot No. 25 in said Stillman Allotment No. 2; thence Westerly along the south fines of Sublots Nos. 25 and 10 in said Allotment a total distance of 535 feet to the centerline of Pymatuning Lake Road; thence Southerly along the centerline of Pymatuning Lake Road, a distance of 217.27 feet to the place of beginning and containing 2.67 acres of land.

Less and Excepting:

Sublots Number 23 and 24 of Stillman Allotment Number 2 as recorded in Volume 11 Page 23 of Ashtabula County Recorded Plats; being part of Andover Township, Ashtabula County, State of Ohio, Range Number 1 West and Township Number 9 North of the Connecticut Western Reserve.

Being the same property conveyed to Daniel W. Pettit, by Deed, dated May 13, 2005, recorded on May 13, 2005 in Book 335, Page 1078 of the Ashtabula County, Ohio records.

Prior Deed Reference: Volume 224, Page 2346 of the Ashtabula County, Ohio records.

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

The above description is insufficient for future transfer.

 Deed Volume 658, Page 2206 of Ashtabula County Records, is stamped Next Transfer Needs New Survey. A new boundary survey will be required to transfer caption premises. Said boundary Survey and Legal Description must be approved by Ashtabula County Tax Map Department prior to transfer. Legal Description does not meet current Ashtabula County Ohio conveyance standards.

## 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. **Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.**
6. **The proposed policy amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price of full value of the Land. A Loan Policy should reflect the loan amount of value of the Land being used as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

## 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:

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1. The 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 inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.**
3. **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.**
4. **Encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the premises.**
5. **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.**
6. **Rights of parties in actual possession of all or any part of the premises.**
7. **Special Assessments and special taxes, if any and taxes not yet due and payable.**
8. **Easements or claims of easements, not shown by the public records.**
9. **Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.**
10. **Oil, gas, coal and other mineral interest together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance of exception.**
11. **Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.**
12. **Easement to The County of Ashtabula as contained in Deed Volume 540, Page 179 of Ashtabula County Records, see record.**
13. **Easement to Ohio Edison Company as contained in Deed Volume 557, Page 244 of Ashtabula County Records, see record.**
14. **Restrictions as contained in Miscellaneous Volume 13, Page 617 of Ashtabula County Records, see record.**  
**Modifications as contained in Miscellaneous Volume 19, Page 797 of Ashtabula County Records, see record.**
15. **Easement and Right of Way as contained in Official Record Volume 110, Page 3056 of Ashtabula County Records, see record.**

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16. Taxes listed to Qualitas Properties LLC, Pymatuning Valley LSD Account Number 01-028-00-051-00. Taxes for the first half of 2019 in the net amount of \$685.12 plus special assessments of \$4.75 are lien.

SPECIAL ASSESSMENTS : Code 19005 Emergency Telephone : Semi-Annual :

Year to Year

Code 19006 County Recycling : Semi-Annual : Year to




Year

Taxes and assessments, if any, for the second half of 2019 are a lien but not yet due and payable. Taxes and assessments, if any, for the 2020 tax year are a lien but not yet due and payable, the amount of which has not yet been determined.

Subject to additions of general taxes and assessments, if any, which may hereafter be made by legally constituted tax authorities.

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<div>DAWN M CRAGON MBA ASHTABULA COUNTY TREASURER ASHTABULA CO TREASURER 25 WEST JEFFERSON STREET JEFFERSON, OHIO 44047</div>					<div>REAL PROPERTY 1st HALF 2019 DUE 02/19/2020</div>			
PARCEL LOCATION: 4540 PYMATUNING LAKE RD					PARCEL ID: 01-028-00-051-00			
<div>QUALITAS PROPERTIES LLC 1330 VAN BEURDEN DR #102 LOS OSOS CA 93402</div>					TAX DISTRICT: ANDOVER TWP-PYMATUNING VAL LSD			
					OWNER NAME: QUALITAS PROPERTIES LLC			
					DESCRIPTION OF PROPERTY: 43 N W & W			
Gross Tax Rate 63.79 Reduction Factor .17295689 Effective Tax Rate 52.75708		Non Business Credit Factor .089636 Owner Occupancy Credit Factor .022409		Acres 1.75 Class R LUC 510		APPAISED VALUE		
						Land	Improvement	Total
						14,800	66,700	81,500
TAX VALUES		CURRENT TAX DISTRIBUTION				TAXABLE VALUE		
Real Estate Taxes 1,819.98		Ashtabula County 266.92				Land	Improvement	Total
Reduction Factor -314.82		Pymatuning Valley Lsd 744.98						
Subtotal 1,505.16		A-Tech 62.78				5,180	23,350	28,530
Non Business Credit -134.92		Andover Twp Exc Andover C 215.54				HOMESTEAD CAUV Value TIF Value		
Owner Occupancy Credit 0.00		Andover Twp 36.76				0 0		
Homestead Reduction 0.00		Andover Public Library 28.76				SPECIAL ASSESSMENT		
CAUV Recoupment 0.00		Ashtabula Co Metro Parks 14.50				Proj# and Description Delinquent Current		
Current Net Taxes 1,370.24		Special Assessment 9.50				19005-9-1-1 EMERGENCY T 0.00 4.50		
Current Assessments 9.50						19006-COUNTYWIDE RECY 0.00 5.00		
Full Year Taxes & Asmts 1,379.74		Total 1,379.74				Total 0.00 9.50		
Half Year Taxes & Asmts 689.87						TO AVOID 10% PENALTY PAY ON OR BEFORE 02/19/20		
Penalties 0.00						If you need a stamped receipt, return entire bill with a self - addressed stamped envelope. No receipt will be returned unless requested		
Interest 0.00						Your cancelled check is a valid receipt		
Adjustments 0.00								
Delinquent General Taxes 0.00								
Delinquent Assessments 0.00								
TOTAL TAX 1,379.74								
PAYMENTS								
OTHER CREDITS 0.00								
HALF YEAR: 689.87								
FULL YEAR: 1,379.74								
TaxBill prepared on 01/22/20								
		Return Bottom Portion with Payment						
<div>DAWN M CRAGON MBA ASHTABULA COUNTY TREASURER ASHTABULA CO TREASURER 25 WEST JEFFERSON STREET JEFFERSON, OHIO 44047</div>					<div>REAL PROPERTY 1st HALF 2019 DUE 02/19/2020</div>			
PARCEL LOCATION: 4540 PYMATUNING LAKE RD		PARCEL ID: 01-028-00-051-00						
OWNER NAME: QUALITAS PROPERTIES LLC		MAKE CHECK PAYABLE TO: DAWN M CRAGON MBA, ASHTABULA COUNTY TREASURER						
TaxBill prepared on 01/22/20								
<div>QUALITAS PROPERTIES LLC 1330 VAN BEURDEN DR #102 LOS OSOS CA 93402</div>		PAY THIS AMOUNT						
		HALF YEAR: \$689.87						
		FULL YEAR: \$1,379.74						

01028000510000068987001379744

KNOW ALL MEN BY THESE PRESENTS:

That L. H. Stillman and Dorothy M. Stillman

\_\_\_\_\_, the Grantors,

for and in consideration of the sum of One

Dollars (\$ 1.00 ) and for other good and valuable considerations to

them paid by the County of Ashtabula, the Grantee, the receipt

whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described,

situated in Ashtabula County, Ohio, Andover Township,

Lot 43, Town 9, Range 1,

and bounded and described as follows:

PARCEL NO. \_\_\_\_\_

Being a parcel of land on the right side of the center line of County Road No. 274, Section E, as surveyed by Ashtabula County Engineering Department in 1955, and being bounded and described as follows:

Beginning at a point 30 feet right of Station 373+03.1, said point being in the existing easterly right of way line of County Road No. 274, Section E, said point also being in the property line between this grantor and The State of Ohio; thence easterly along said property line to a point 40 feet easterly from said Station 373+03.1; thence northerly parallel to said center line to a point 40 feet right of Station 374+25; thence northerly along a straight course to a point 30 feet easterly from Station 374+75, said point being in the easterly right of way line of said road; thence southerly along said easterly right of way line to the place of beginning.

as shown by plans on file in the office of the County Engineer, Jefferson, Ohio.

It is understood that the strip of land above described is not to be in excess of \_\_\_\_\_ feet in width, except as hereinafter stipulated on sheet \_\_\_\_\_, and contains .04 acres, more or less, of which the present road occupies 0.00 acres, more or less.

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever.

And the said Grantors, for themselves and their heirs, executors and administrators, hereby covenant with the said Grantee, its successors and assigns that they are the true and lawful owners of said premises, and are lawfully seized of the same in fee simple, and have good right and full power to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid, Dorothy M. Stillman

hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF L. H. Stillman and Dorothy M. Stillman

have hereunto set their hands the 15th day of June, 1956, the year of our Lord one thousand nine hundred and Fifty-six.

Witness my hand and seal in the presence of:

L. H. Stillman  
Dorothy M. Stillman

Dorothy M. Stillman  
L. H. Stillman

STATE OF OHIO )  
COUNTY of Ashtabula ) SS.:  
Notary Public

Personally appeared the above named L. H. Stillman and Dorothy M. Stillman who acknowledged that they did execute the foregoing Instrument and that the same was their free and valid deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal, at Andover, this 15th day of June, A.D. 1956.

Lyle O. McInnes, Notary Public  
My Comm. expires 17<sup>th</sup> 1957

Lyle O. McInnes  
Notary Public

Received for Record  
Aug. 8, 1956 at 9:43 A.M.  
Recorded Aug. 9, 1956 in  
Ashtabula County Deed Record  
Vol. 540 Page 179

A. H. Fortune, Recorder

No Fee

Fee ' County of Ashtabula

Parcel No.

KNOW ALL MEN BY THESE PRESENTS:

That Dorothy M. Stillman and L. H. Stillman

the Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to **their** full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the Grantee, do hereby grant unto Grantee, its successors and assigns, an easement and right-of-way, with the rights and privileges hereinafter set forth, for lines for the transmission and distribution of electric current, including telephone and telegraph, upon, over, under, and across the following described premises: located and described as the Stillman Allotment No. 2 on Ashtabula County Road No. 274.

Situated in the Township of Andover  
and State of Ohio, being

, County of Ashtabula

Recorded May 21, 1957 in Ashtabula County Plats Vol. 11 Page 7  
(A. H. Fortune - Recorder)

The right-of-way above referred to is described as follows:

Poles may be located within the limits of North End Road, Center Road and Stillman Avenue, and shall be located within eight (8) feet of the street limits and as near to side property lines as practical.

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, repair, patrol and permanently maintain upon, over, under and along the above described right-of-way across said premises all necessary structures, wires, cables and other usual fixtures and appurtenances used for or in connection with the transmission and distribution of electric current, including telephone and telegraph and the right of ingress and egress upon, over and across said premises for access to and from said right-of-way, and the right to trim, cut, remove or otherwise control at any and all times such trees, limbs, underbrush or other obstructions within or adjacent to said right-of-way as may interfere with or endanger said structures, wires or appurtenances, or their operation.

The Grantors reserve the right to use the ground between said structures and beneath said wires, provided that such use does not interfere with or obstruct the rights herein granted, and the Grantors agree that no building, obstruction or impediment of any kind shall be placed within said right-of-way or between said structures or beneath said wires without prior written approval of the Grantee.

The Grantee will repair or replace all fences, gates, lanes, driveways, drains and ditches damaged or destroyed by it on said premises or pay Grantors for all damage to fences, gates, lanes, driveways, drains, ditches, crops and stock on said premises caused by the construction or maintenance of said lines.

TO HAVE AND TO HOLD the said easement, rights and right-of-way and its appurtenances to said Grantee, and to its successors and assigns, forever, and the Grantors represent that they are the owners of the premises herein described and that the same are free and clear from all encumbrances, except.

and for valuable consideration the Grantors do each hereby remise, release and forever quit-claim unto Grantee, its successors and assigns, all their right and expectancy of dower in the above described right-of-way.

IN WITNESS WHEREOF, We have hereunto set our hands as of the 19th day of September, 19 57.  
SIGNED IN THE PRESENCE OF:

C. C. Lindsley  
Louise Del Mul

Dorothy M. Stillman  
L. H. Stillman

STATE OF OHIO,  
COUNTY OF ASHTABULA

SS:

Before me, a NOTARY PUBLIC, in and for said County and State, personally appeared

Dorothy M. Stillman and L. H. Stillman

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Andover, Ohio, this 19th day of September, 19 57.

This instrument prepared  
by Ohio Edison Co.

C. C. Lindsley  
Notary Public

C. A. LINDSLEY, NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 8, 1958

Easement No. Parcel No.

EASEMENT

from

Dorothy M. Stillman  
and  
L. H. Stillman

RECEIVED  
OCT 3 1957  
OHIO EDISON COMPANY

Received for Record Oct 3, 1957  
at 1:35 P.M.  
Recorded Oct 4, 1957 in  
Ashtabula County Records of  
Deeds.

Vol 557, Page 244

A. H. Fortune, Recorder

Fee \$1.40

150427

RESTRICTIONS ON LOTS AND LANDS IN "STILLMAN ALLOTMENT NO. 2". SITUATED IN LOT 43, ANDOVER TOWNSHIP, ASHTABULA COUNTY, OHIO, and recorded in Volume 11 at page 7 of Ashtabula County Records of Plats. Said Allotment being owned by L. H. Stillman and Dorothy M. Stillman.

As a part of the consideration for the conveyance of any lands in said allotment, the grantee in any deed or land contract conveying any part of said allotment, his, her, their or its executors, administrators, heirs, successors and assigns, shall be bound by the following restrictive covenants which shall run with the land, and shall have the benefits of restrictive covenants under which other lands in the aforementioned allotment shall have been sold.

1. Said premises shall be used exclusively for residential lots, except Lots 14 and 15 which shall be known as business lots and unrestricted except as to paragraphs 3 and 5 below, whose restrictive covenants shall apply to business lots as well as residential lots.
2. There shall not be erected, placed or suffered to remain on said premises any building or structure whatever other than a dwelling house, designed and intended for the occupancy of one family only, with garage and/or other outbuildings appurtenant thereto, All houses shall be 3 rooms or more.
3. All structures erected on this tract shall be of a substantial construction conforming with good modern building practice. They shall either be provided with basements or shall rest on concrete foundations below frost level. Garages or outbuildings may be used for temporary dwellings for not more than one year after said construction is started. No tent or trailer shall be erected or placed on any lot except for a period not to exceed one year from the time said construction is started. All construction and all plumbing shall be in conformity with any building code imposed by legal authority, and with the requirements of the sanitary code of the State of Ohio.
4. No part of any dwelling house, exclusive of open porches, shall be erected, placed or suffered to remain on said premises within 50 feet to the center of the street or highway on which said premises front, nor within 5 feet of either side line of said premises, except where a building occupies parts of two or more lots, this provision shall not apply to the dividing line or lines between said lots.
5. No outside toilet shall be erected. Septic tanks and tile fields shall be built and maintained according to the standards and regulations of the Board of Health of Ashtabula County, Ohio. Owners of lots shall provide where necessary proper drainage under all drives, so as not to obstruct natural drainage.

These restrictions may be modified by a written agreement of the owners of 75% of the lots in said allotment, which written agreement shall be recorded in the office of the Recorder of Ashtabula County, Ohio.

Signed and acknowledged in presence of

*C. R. Lindsay*  
*Louise Del Mul*  
*L. H. Stillman*  
*Dorothy M. Stillman*

STATE OF OHIO, ASHTABULA COUNTY, ss.  
Before me, a Notary Public in and for said County and State, personally appeared the above named L. H. Stillman and Dorothy M. Stillman, who acknowledged that they did sign the foregoing instrument, and that same is their free act and deed.  
In Testimony Whereof, I have hereunto set my hand and official seal at Andover, Ohio, this 14th day of October, A. D. 1958.



*C. A. Lindsay*  
C. A. LINDSLEY, Notary Public  
MY COMMISSION EXPIRES MAR. 8, 1961  
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY:  
C. A. LINDSLEY, ATTORNEY

161697

RESTRICTIONS ON LOTS AND LAND IN STILLMAN ALLOTMENT NO. 2

SITUATED IN LOT 43, ANDOVER TOWNSHIP, ASHTABULA COUNTY, OHIO

REC'D FOR RECORD

UCT 14 2 45 PM 1958

ASHTABULA COUNTY OHIO

Received for Record Oct 14, 1958 at 2:45 P.M.

Recorded Oct 15, 1958 in Ashtabula County Records of Miscellaneous Papers

Vol 13, Page 617

A. H. Fortune, Recorder

Fee \$ .75

C. A. LINDSLEY  
ATTORNEY AT LAW  
ANDOVER, OHIO

MODIFICATION OF RESTRICTIONS ON LOTS IN STILLMAN ALLOTMENT NO. 2, ANDOVER TOWNSHIP, ASHTABULA COUNTY, OHIO AS RECORDED OCTOBER 15, 1958 IN VOLUME 13, PAGE 617 OF ASHTABULA COUNTY MISCELLANEOUS RECORDS.

We, the undersigned, owners of 75 per cent of the Lots in said Allotment, hereby amend said restrictions by striking out Paragraph 9 which reads as follows:

"The aforementioned covenants and restrictions shall be in effect and binding until August 12, 1974, when they shall terminate.",

and substituting in its place the following:

"The aforementioned covenants and restrictions shall be in effect and binding forever and shall have no termination date.".

NAME	LOT NO.
<u>Henry Strong</u>	<u>49</u>
<u>Kirk Strong</u>	<u>49</u>
<u>Jack Malone</u>	<u>48</u>
<u>Blinda Malone</u>	<u>48</u>
<u>Theodore P. McPitche</u>	<u>35</u>
<u>Theodore P. McPitche</u>	<u>36</u>
<u>Theodore P. McPitche</u>	<u>37</u>
<u>Gertrude K. McPitche</u>	<u>35</u>
<u>Gertrude K. McPitche</u>	<u>36</u>
<u>Gertrude K. McPitche</u>	<u>37</u>
<u>Donald W. Banfield</u>	<u>26</u>
<u>Luella A. Banfield</u>	<u>26</u>
<u>Marion Reed</u>	<u>42</u>
<u>Charles Reed</u>	<u>42</u>
<u>Kenneth DuBay</u>	<u>1</u>
<u>Kenneth DuBay</u>	<u>2</u>
<u>Kenneth DuBay</u>	<u>33</u>
<u>Kenneth DuBay</u>	<u>34</u>
<u>Charlotte DuBay</u>	<u>1</u>
<u>Charlotte DuBay</u>	<u>2</u>

V. 11 19 PAGE 798

MODIFICATION OF RESTRICTIONS ON LOTS IN STILLMAN ALLOTMENT NO. 2, ANDOVER TOWNSHIP, ASHTABULA COUNTY, OHIO AS RECORDED OCTOBER 15, 1958 IN VOLUME 13, PAGE 617 OF ASHTABULA COUNTY MISCELLANEOUS RECORDS.

We, the undersigned, owners of 75 per cent of the Lots in said Allotment, hereby amend said restrictions by striking out Paragraph 9 which reads as follows:

"The aforementioned covenants and restrictions shall be in effect and binding until August 12, 1974, when they shall terminate.",

and substituting in its place the following:

"The aforementioned covenants and restrictions shall be in effect and binding forever and shall have no termination date."

NAME	LOT NO.
<u>Cleotilla M. Bay</u>	<u>33</u>
<u>Cleotilla M. Bay</u>	<u>34</u>
<u>Eldora Michas</u>	<u>32</u>
<u>John P. Michas</u>	<u>32</u>
<u>Edna F. Callahan</u>	<u>50-51</u>
<u>Paul C. Callahan</u>	<u>50-51</u>
<u>Mary M. Main</u>	<u>31</u>
<u>Theresa J. Lopez</u>	<u>41</u>
<u>Alex J. Lopez</u>	<u>41</u>
<u>Jim Dutton</u>	<u>24-23 *</u>
<u>Jean Dutton</u>	<u>24-23</u>
<u>Ray D. Stillman</u>	<u>11</u>
<u>Boimier Stillman</u>	<u>11</u>
<u>Gloria Gustafson</u>	<u>16</u>
<u>Paul Gustafson</u>	<u>16</u>
<u>Samuel J. Fisher</u>	<u>19-20-55</u>
<u>Harold R. Fisher</u>	<u>19-20-55</u>
<u>Charles C. Klemm</u>	<u>12</u>
<u>William J. Klemm</u>	<u>17</u>
<u>Thomas J. Klemm</u>	<u>17</u>



MODIFICATION OF RESTRICTIONS ON LOTS IN STILLMAN ALLOTMENT NO. 2, ANDOVER TOWNSHIP,  
ASHTABULA COUNTY, OHIO AS RECORDED OCTOBER 15, 1953 IN VOLUME 13, PAGE 617 OF ASHTA-  
BULA COUNTY MISCELLANEOUS RECORDS.

We, the undersigned, owners of 75 per cent of the Lots in said Allotment,  
heroby amend said restrictions by striking out Paragraph 2 which reads as follows:

"The aforementioned covenants and restrictions shall be in effect and binding until  
August 12, 1974, when they shall terminate.",

and substituting in its place the following:

"The aforementioned covenants and restrictions shall be in effect and binding  
forever and shall have no termination date.".

NAME	LOT NO.
Edmund Schalk	107-18
Edmund Schalk	107-18
H. J. Smith	107-8-9
Ray Smith	3
Thomas Carrino	3
Constance Carrino	4
James Peacock	4
Marian Peacock	44
Wladyslaw Salinski	44
Wladyslaw Salinski	25
Wladyslaw Salinski	6
Wladyslaw Salinski	7
Ira Lewis	5
William D. Peacock	10
Bulah Peacock	10
Mary R. Miller	31-30-29
Sophi Kukulinski	43
Joe Kukulinski	43
Judy Breakfast	15+16
George A. Breakfast	15+16

307415

REC'D FOR RECORD

JUL 23 4 10 PM 1974

PAUL E. HAKALA  
RECORDER  
ASHTABULA COUNTY  
OHIO

Received for Record July 23,  
1974, at 4:10 P. M.  
Recorded July 24, 1974, in  
Ashtabula County Records of  
Miscellaneous Papers, Volume 19,  
Page 797.

Paul E. Hakala,  
Recorder.

Fee \$5.50

C. A. BRIDLEY

Vol: 110 Page: 3056

9900002907  
Filed for Record in  
ASHTABULA COUNTY, OHIO  
JUDITH A BARTA  
On 02-09-1999 At 09:59 am.  
EASE 14.00  
Book OR Vol. 110 Pg. 3056 - 3057

**EASEMENT AND RIGHT OF WAY**

Ralph and Janet Kirk, the Grantors, for the sum of One Dollar (\$1.00) and other good and valuable consideration, paid by James F. and Jean G. Dutton, the Grantees, does grant, sell and convey unto said Grantees, an easement and right of way over and across the eight (8) foot wide driveway that runs along the North line of Lot 24 of:

Situated in the Township of Andover, County of Ashtabula and State of Ohio;  
Sublots Number 23 and 24 of Stillman allotment Number 2 as recorded in Volume 11  
page 23 of Ashtabula County Recorded Plats; being part of Andover Township,  
Ashtabula County, State of Ohio, Range Number 1 West and Township Number 9  
North of the Connecticut Western Reserve.

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

Permanent Parcel Nos. 01-028-00-030-00 and 01-028-00-029-00

The right of way and easement rights and privileges herein granted shall be used by the Grantees, their heirs and assigns, and their agents, servants, tenants, visitors, licensees, and all other persons for the benefit of the Grantees, at all times, to freely pass and repass, on foot or with vehicles of every description, to and from Center Road to Grantees premises located at 4540 Pymatuning Lake Road North, Andover, Ohio.

Grantees shall maintain the premises..

The Grantees hereby bind Ralph and Janet Kirk, their heirs and assigns to warrant and forever defend the above-described easements and rights of way unto the Grantees, their heirs, and assigns, against every person whatsoever lawfully claiming or to claim the same or any part thereof.

This instrument shall be binding upon, and shall inure to the benefit of, the heirs,

Vol: 110 Page: 3057

executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed this 28 day of DECEMBER, 1998.

9900002907  
MR & MRS KIRK  
3628 NEW TEXAS ROAD  
PITTSBURGH, PA 15239

SIGNED IN THE PRESENCE OF:

Donna E Doyle  
(Signature of Witness)

DONNA E DOYLE  
(Print Name of Witness)

Karen Maylish  
(Signature of Witness)

KATHRYN MAYLISH  
(Print Name of Witness)

Ralph Kirk  
RALPH KIRK

Janet Kirk  
JANET KIRK

Grantors

No Transfer Necessary  
Auditor, Ashtabula County, Ohio

FEB - 9 1999

Sandra O'Brien

STATE OF OHIO

)  
) SS.  
)

COUNTY OF ASHTABULA

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named RALPH AND JANET KIRK, the Grantors, who acknowledged that they did sign the foregoing instrument and the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Ashtabula, Ohio, this 28 day of DECEMBER, 1998.

Donna E Doyle  
Notary Public  
My commission expires: 12-22-99

THIS INSTRUMENT PREPARED BY WARREN AND YOUNG, ASHTABULA, OHIO CFM/ckc.18788.