



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE CO.

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 Co., 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 Amount of Insurance 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

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Comehl, Secretary

This page is only a part of a ALTA Commitment for Title Insurance. 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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.

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 is not liable for any other amendment to this Commitment.

This page is only a part of a ALTA Commitment for Title Insurance. 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION





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 is not 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 is only liable 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.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

This page is only a part of a ALTA Commitment for Title Insurance. 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

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

This page is only a part of a ALTA Commitment for Title Insurance. 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





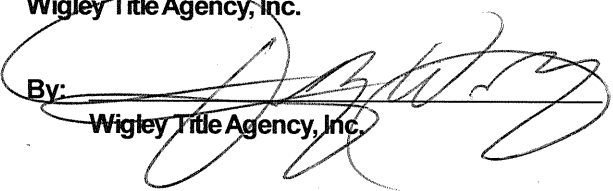
Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Wigley Title Agency, Inc.
Issuing Office: 511 North Main St, Akron, OH 44310
Issuing Office's ALTA® Registry ID: 1068689
Commitment No.: W-37070
Issuing Office File No.: W-37070
Property Address: 2101 S Cleveland Massillon Rd, Akron, OH 44321
Revision No.:

SCHEDULE A

1. Commitment Date: October 2, 2026 at 07:29 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/2021)
Proposed Insured: TBD
Proposed Amount of Insurance:
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: Lockhart Concrete Co..
5. The Land is described as follows:
SEE EXHIBIT C ATTACHED HERETO

Wigley Title Agency, Inc.

By: 

Wigley Title Agency, Inc.

Issuing Agent: Wigley Title Agency, Inc.
Agent ID No.: 4040454
Address: 511 North Main St
City, State, Zip: Akron, OH 44310
Telephone: (330)434-6687

This page is only a part of a ALTA Commitment for Title Insurance. 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





SCHEDULE B, PART I - Requirements

Commitment No.: W-37070

File No.: W-37070

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. Deed from Lockhart Concrete Co. to TBD
5. Payment of delinquent taxes due in the amount of \$353.03, plus penalties and interest, if any

This page is only a part of a ALTA Commitment for Title Insurance. 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B

(Continued)

Commitment No.: W-37070

File No.: W-37070

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. 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.
8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. Easement from W G Lockhart Realty Company to Ohio Edison Company dated February 17, 1972 and filed for record May 7, 1972 @9:14AM in Volume 5256, Page 226, Summit County Records. See copy attached.
10. Easement from W R Lockhart Realty Co to Ohio Edison Company dated February 23, 1981 and filed for record March 13, 1981 in Volume 6504, Page 74, Summit County Records. See copy attached.
11. Easement from W G Lockhart Realty Company to Ohio Edison Company dated June 15, 1981 and filed for record June 22, 1981 @8:38AM in Volume 6516, Page 844, Summit County Records. See copy attached.
12. Conditions and Limitations contained within the lease between W G Lockhart Company and Northeastern Educational Television of Ohio, Inc dated December 18, 1980 and filed for record November 12, 1981 @3:45PM in Volume 6552, Page 218-234, Summit County Records. See copy attached.

This page is only a part of a ALTA Commitment for Title Insurance. 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B

(Continued)

Commitment No.: W-37070

File No.: W-37070

13. Oil & Gas Lease from W G Lockhart to Appalachian Exploration, Inc dated February 17, 1982 and filed for record March 4, 1982 @9:16AM in Volume 6553, Page 634-635, Summit County Records. See copy attached.
Memorandum of Lease filed in Volume 7122, Page 871-882, Summit County Records. See copy attached.
14. Easement from W G Lockhart Realty Co., Inc to General Telephone Company of Ohio dated November 18, 1981 and filed for record November 30, 1981 @8:55AM in Volume 6569, Page 310, Summit County records. See copy attached.
15. Right of Way from W G Lockhart Realty Co to Ohio Edison Company dated July 10, 1986 and filed for record August 15, 1986 @10:35AM in Volume 7286, Page 300, Summit County Records. See copy attached.
16. Easement from W G Lockhart Realty Company to Ohio Edison Company dated September 14, 1989 and filed for record October 11, 1989 @9:10AM in Volume OR 344, Page 762-763, Summit County Records. See copy attached.
17. Easement contained in Warranty Deed from Jack O Poston and Julia B Poston, husband and wife to W G Lockhart Realty Company dated November 24, 1970 and filed for record December 30, 1970 @11:20AM in Volume 5079, Page 431-434, Summit County Records. See copy attached.
18. Memo of Lease filed for record in OR Vol 2260, Pg 764, Summit County Records, see copy attached.
19. Land Lease Amendment filed for record in Doc# 54302343, Summit County Records. see copy attached.
20. Memorandum of Agreement filed for record in Doc# 54412594, Summit County Records. see copy attached.
21. Lease Assignment filed for record in Doc# 55246838, Summit County Records. see copy attached.
22. Land Lease Amendment filed for record in Doc# 55489687, Summit County Records. see copy attached.
23. Memorandum of Agreement filed for record in Doc# 55712493, Summit County Records. see copy attached.
24. Memorandum of Oil and Gas Lease 55754427, Summit County Records. see copy attached.
25. Easement filed for record in Doc# 56870787, Summit County Records. see copy attached.
26. Taxes for 2101 S CLEVELAND MASSILLON
Listed on the 2025 tax duplicate in the name of LOCKHART CONCRETE CO
Parcel No.: 1502137
Appraised Valuation: Land \$315,120 Bldg \$74,350 Total \$389,470 CAUV \$286,560
Assessed Valuation: Land \$110,290 Bldg \$26,020 Total \$136,310 CAUV \$100,300
Taxes for the First Half 2025 in the amount of \$3,530.25 per half are PAID
Taxes for the Second Half 2025 in the amount of \$3,530.25 per half are paid, but additional penalties and interest in the amount of \$353.03 are a lien now due and payable.
Taxes for the year 2026, payable in 2027 and subsequent years, amount undetermined, are a lien but not yet due and payable.
Included in the amount above is/are the following special assessment(s): \$41.50 per half for SURFACE WATER MANAGEMENT

Delinquent Taxes due in the amount of \$353.03

This property is under the CAUV program

This page is only a part of a ALTA Commitment for Title Insurance. 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.





LEGAL DESCRIPTION

Commitment No.: W-37070

File No.: W-37070

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

PARCEL 1:

Situated in the Township of Copley, County of Summit and State of Ohio: and known as being a part of Lot No. 38 in said township and more fully described as follows: to-wit: Beginning at a marked stone on the north line of said Lot No. 38, said beginning point being North 88° 02' 30" West, 660.00 feet as measured along said lot line from an iron pipe at the northeast corner of said Lot No. 38 and thence along a line which is parallel to the east line of said lot and also along the west line of a 10.0 acre parcel of land as described as Parcel No. 1 in a deed to A W & E Gaug as recorded in Deed Vol. 2052, Page 10 and said line extended northerly, South 1° 37' 00" West, 1210.27 feet to an iron pipe at the southwest corner of said 10.0 acre parcel; thence along the north lines of lands now or formerly owned by J D Kendall and C & B Chitt, North 88° 53' 30" West, 850.00 feet to an iron pipe; thence along a line which is parallel to the east line of said Lot No. 38, North 1° 37' 00" East, 1222.88 feet to an iron pipe on the north line of said lot; thence along said lot line, South 88° 02' 30" East, 850.00 feet to the place of beginning and containing 23.739 acres of land as surveyed in January, 1947, by Gehres & Kingsley, Surveyors, be the same more or less, but subject to all legal highways.

PARCEL 2:

Situated in the Township of Copley, County of Summit and State of Ohio, and known as being a part of Lot No. 38 in said township and more fully described as follows: to-wit: Beginning at an iron pipe on the north line of said Lot No. 38, said beginning point being North 88° 02' 30" West, 1510.0 feet as measured along said lot line from an iron pipe at the northeast corner of said Lot No. 38 and thence along a line which is parallel to the east line of said lot, South 1° 37' 00" West, 1222.88 feet to an iron pipe on the north line of a tract of land now or formerly owned by C & B Chitty as recorded in Deed Vol. 2323, page 393; thence along said line, North 88° 53' 30" West, 213.44 feet to an iron pipe; thence along a line which is parallel to the east line of said Lot No. 38, North 1° 37' 00" East, 1226.04 feet to iron pipe on the north line of said Lot No. 38; thence along said lot line, South 88° 02' 30" East, 213.44 feet to the place of beginning and containing 6.00 acres of land as surveyed in January, 1947, by Gehres & Kingsley, Surveyors, be the same more or less, but subject to all legal highways.

Parcel 3:

An easement and right to use for storage of equipment and materials, for erection and maintenance of necessary buildings, for dumping or storing waste or other materials, and to do any other things necessary or advisable to the Grantee, its successors or assigns the following described premises:

Situated in the Township of Copley, County of Summit and State of Ohio and known as being part of Lot No. 38 in said township and more fully described as follows, to-wit: Commencing at an iron pipe at the northeast corner of said Lot No. 38 and thence along the north line of said lot, N 88 deg 02' 30" West, 1723.44 feet to an iron pipe; thence along a line which is parallel to the east line of said lot, South 1 deg 37' 00" W. 626.04 feet to an iron pipe at the true place of beginning of land to be herein described; thence continuing along the last mentioned course, south 1 deg 37' 00" West, 600.0 feet to an iron pipe on the south line of grantors' land; thence along said grantors' south line, North 88 deg 53' 30" West, 260.0 feet to an iron pipe; thence north 1 deg 37' 00" East, 600.0 feet to an iron pipe; thence south 88 deg 53' 30" East 260.0 feet to the place of beginning and containing 3.58 acres of land as surveyed in January 1947 by Gehres & Kingsley, surveyors. Any building or buildings erected or placed on this parcel by the Grantee, its successors or assigns shall remain the property of the Grantee, its successors or assigns and shall not be considered as part of the real estate and the Grantee, its successors or assigns shall at any time, within 90 days after the termination of this easement have the right to remove any such building or buildings. Said easement is to terminate upon the final cessation of mining operations or removal of rock from any premises conveyed to Grantee in this deed.

Parcel 4:

An easement and right-of-way for ingress and egress over a fifty foot strip of land along the south line of Grantors land, said strip of land being described as follows:

LEGAL DESCRIPTION

(Continued)

Commitment No.: W-37070
File No.: W-37070

Situated in the Township of Copley, County of Summit and State of Ohio and known as being a part of Lot No. 38 in said township and more fully described as follows, to-wit: Commencing at an iron pipe at the northeast corner of said Lot No. 38 and thence along the north line of said lot, North 88 deg 02' 30" West, 1723.44 feet to an iron pipe; thence along a line which is parallel to the east line of said lot, south 1 deg 37' 00" West, 1226.04 feet to an iron pipe on the south line of grantors' land and the true place of beginning of land to be herein described; thence along the south line of said grantors' land, North 88 deg 53' 30" West, 1972.64 feet to the center of the Cleveland-Massillon Road; thence along said road center, North 25 deg 50' West, 56.09 feet; thence along a line which is parallel to and 50 feet north of said grantors' south line, South 88 deg 53' 30" East, 1998.49 feet; thence south 1 deg 37' 00" West, 50.0 feet to the place of beginning as surveyed in January 1947 by Gehres & Kingsley, surveyors.

Said easement shall be for any purpose or use by the Grantee, its successors or assigns incidental to or related to a right-of-way. The use of said easement or right-of-way is hereby limited and restricted to the parties hereto, or their heirs, successors or assigns. Also including in said easement or right-of-way the rights to construct, operate and perpetually maintain electric lines or conduits and telephone or telegraph lines or conduits, with all necessary poles, wires, braces and appurtenances and the right to trim or fell any trees along said lines necessary to keep said lines clear for a space of at least thirty-six inches and also the right to attach any necessary guy lines or wires to trace along said right-of-way.

Parcel 5 -

An easement for ingress and egress primarily for necessary machinery and equipment over a strip of land twenty-five feet in width extending from a point on the north line of Lot No. 38 in Copley Township and running southerly and southwesterly to the south line of Grantors' land, the center line of said twenty-five foot easement being described as follows: Situated in the Township of Copley, County of Summit and State of Ohio and known as being a part of Lot No. 38 in said township and more fully described as follows, to-wit:

Commencing at an iron pipe at the northeast corner of said Lot No. 38 and thence along the north line of said lot, North 88 deg 02' 30" West, 1735.94 feet to the true beginning point of said description; thence along a line which is parallel to and 12.50 feet west of the west line of a 6.00 acre parcel hereinbefore mentioned, south, 1 deg 37' West, 315.65 feet; thence southwesterly the eight following courses and distances to-wit: (1) S 26 deg. 08' West, 254.16 feet; (2) S 87 deg 06' 30" West, 190.0 feet; (3) S 41 deg 06' 30" West, 85.00 feet; (4) South 5 deg 06' 30" West, 154.80 feet; (5) South 38 deg 06' 30" West, 145.0 feet; (6) South 16 deg 06' 30" West 144.80 feet; (7) South 33 deg 06' 30" West, 80.0 feet and (8) South 1 deg 06' 30" West, 124.30 feet to an iron pipe on grantors' south line (said iron pipe being North 88 deg 53' 30" West, 533.84 feet as measured along said grantors' south line from an iron pipe at the southwest corner of said 6.00 acre parcel) as surveyed February 13, 1947 by Gehres & Kingsley, Surveyors. The above easement or right-of-way described in parcel five is to terminate when and if the grantors, their heirs or assigns, sell in good faith any portion of the premises over which said easement or right-of-way extends.