

NOV 08 2023

Carly L. Brown

County Auditor, Fairfield County, Ohio

AGREEMENT AND EASEMENT FOR COMMON DRIVEWAY

23881754-PLC

THIS AGREEMENT made and entered into this 27th day of October, 2023, by and between JAMES L. SHAW AND VICKI ANN SHAW, Husband and Wife, hereinafter referred to as "SHAWS", and SHAW FAMILY RENTALS, LLC an Ohio Limited Liability Company, hereinafter referred to as "SFR".

WHEREAS, the SHAWS are the owners in fee simple of the following two (2) parcels:

Parcel 1

10111 Winchester Road, NW
Canal Winchester, Ohio
Parcel # 0370217910
Being .082 Acres described on the Attached Exhibit "A"

Parcel 2

10105 Winchester Road, NW
Canal Winchester, Ohio
Parcel # 0370217900
Being 6.627 Acres described in the Attached Exhibit "B"

WHEREAS, SFR is the owner in fee simple of the following two (2) parcels:

Parcel 3

10109 Winchester Road, NW
Canal Winchester, Ohio
Parcel # 0370218100
Being 4.39 Acres described in the Attached Exhibit "C"

Parcel 4

10110 Winchester Road, NW
Canal Winchester, Ohio
Parcel #030218000
Being 0.692 Acres described in the Attached Exhibit "D"

WHEREAS, there is presently located on all four (4) parcels a strip of land used by all four parcels as a common driveway that provides ingress and egress for each parcel to Winchester Road. The common Driveway is marked and shown on the attached Exhibit "E".

WHEREAS, the parties have agreed to maintain the existing common driveway for their convenience and benefit.

NOW THEREFORE, in consideration of the within grants to each other, the promises contained herein and the agreements between the parties, SHAW AND SFR grant and convey to each other, their heirs, legal representatives, successors and assigns a perpetual, nonexclusive easement and right-of-way for driveway purposes upon the real estate as shown in the attached "Exhibit E." The common driveway shall be established and shall be maintained at its present location and dimensions as shown on said Exhibit.

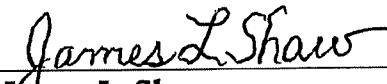
SHAWS and SFR shall have the shared right to use the driveway for ingress and egress to and from their property and Winchester Road, NW. The parties shall not obstruct the driveway or in any way interfere with full enjoyment of the driveway by the other party, their guests, invitees, agents, or employees.

It is mutually agreed that the costs of maintaining and repairing the common driveway shall be divided equally among the Owners of the four (4) parcels with each paying one-fourth of said costs. The Owners shall cooperate in good faith regarding usage, repair and maintenance. No Owner shall have the right to make necessary, ordinary or extraordinary maintenance and repairs without providing notice to the other Owners of the intended maintenance and repairs and the cost of said maintenance and repairs. No owner shall unreasonably withhold approval for said maintenance and repairs or refuse to pay for one-fourth of the costs of the maintenance and repairs. If an Owner objects, the non-objecting Owner may proceed with the maintenance and repairs at their expense. An Owner who unreasonably withholds approval shall be liable to reimburse the paying Owner for one-fourth for each parcel of all costs of maintenance and repair and all costs incurred in collecting said costs from another Owner including reasonable legal fees. Any damage, other than ordinary wear and tear, caused by an Owner or said Owner's guests, invitees, agents or employees shall be repaired at such party's cost.

The terms "maintenance" and "repair" as used in this agreement shall be interpreted in their broadest sense. The terms include, but shall not be limited to, snow removal, replacement of gravel, removal of obstructions and overhangs, dust control, grass and weed control, together with all associated labor costs.

The parties agree that this Agreement and The Easements granted herein shall run with the land and all the terms and conditions contained herein shall be effective and binding upon the parties and their successors, heirs and assigns.

IN WITNESS WHEREOF, we hereof set our hands the day and year first above written.


James L. Shaw


Vicki Ann Shaw

State of Ohio
County of Fairfield, ss:

The foregoing instrument was acknowledged before me by James L. Shaw and Vicki Ann Shaw on the 27th day of October, 2023.

Caryl N. Caito

Notary Public



CARYL N. CAITO
Notary Public, State of Ohio
My Commission Expires 11-26-2026

SHAW FAMILY RENTALS, LLC

James L. Shaw

By: **James L. Shaw, Sole Member**

State of Ohio
County of Fairfield, ss:

The foregoing instrument was acknowledged before me this 27th day of November, 2023 by James L. Shaw, Sole Member of Shaw Family Rentals, LLC, an Ohio Limited Liability Company on behalf of the Limited Liability Company.

Amy M. Black

Notary Public



AMY M. BLACK
Notary Public, State of Ohio
My Commission Expires May 12, 2027

(.082 Acres)

Situated in the County of Fairfield, State of Ohio and Township of Violet, and described as follows:

Being a part of the Southeast Quarter of Section 32, Township 15, Range 20, and bounded and described as follows: Beginning at a point which by previous deeds is South 84° 51' West 822.99 feet distant from the Southeast Corner of Section 32; thence South 84° 51' West 302.88 feet to an iron pin; thence North 20° 58' East 148.02 feet to a point; thence North 84° 54' East 237.00 feet to an iron pin (passing an iron pin at 15.00 feet); thence South 5° 28' East 132.72 feet to the place of beginning. Containing 0.82 acre more or less. Subject to all legal right-of-ways of record.

Street Address: 10111 Winchester Road NW, Canal Winchester, Ohio

Parcel No. 037-02179-10

Prior Deed: Volume 1104, Page 1456

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS.

BY CLT DATE 8-27-14
037-02179-10

With privileges and appurtenances thereof and subject to conditions, restrictions, easements, rights of way and other matters of record and further subject to taxes and assessments not yet due and payable for which the grantee assumes as additional consideration for this conveyance.

September 15, 2023

Job No. 23-7791

Surveyor's Description: ~ All of Parcel No 0370217900 ~ 6.627 ACRES

The parcel herein described is situated in the State of Ohio, County of Fairfield, Township of Violet, Part of the Southeast Quarter of Section 32 in Township 15 North in Range 20 West in the Congress Lands East of the Scioto River and is known as being the same lands conveyed to James L. & Vicki Ann Shaw as described in O.R. 1667 on Page 3359 as shown in the Fairfield County Recorder's Office in Lancaster, Fairfield County, Ohio and is better described as follows:

Commencing for a reference at an existing 5/8" iron pipe at the Southeast Corner of Lot 8 in the Seymour Heights Subdivision (Plat Book 9 Page 72);

Thence, with the easterly lines of Lot 8 and Lot 7 of the said Subdivision, the following (5) five courses:

- 1.) North 17 degrees 35 minutes 52 seconds East, 107.98 feet to an existing 5/8" iron pipe;
- 2.) Thence, North 69 degrees 19 minutes 31 seconds West, 11.51 feet to an existing 3/4" iron pipe;
- 3.) Thence, North 17 degrees 17 minutes 38 seconds East, passing an existing 5/8" iron pipe at the Southeast Corner of Lot 7 at 27.38 feet, a total distance of 141.23 feet to an existing 3/4" iron pipe;
- 4.) Thence, South 70 degrees 45 minutes 56 seconds East, 11.14 feet to and existing 5/8" iron pipe;
- 5.) Thence, North 17 degrees 37 minutes 32 seconds East, 15.77 feet to an existing 5/8" iron pipe at the Southeast Corner of Lot 6;

Thence, leaving the said Subdivision easterly line and with the lines of Sarah Rebecca Parham (O.R. 1796 Pg. 2716), the following (3) three courses:

- 1.) North 88 degrees 04 minutes 56 seconds East, 90.68 feet to an existing 3/4" iron pipe;
- 2.) Thence, North 28 degrees 41 minutes 07 seconds East, 154.76 feet to an existing 3/4" iron pipe;
- 3.) Thence, North 12 degrees 35 minutes 47 seconds East, passing an existing 3/4" iron pipe at 92.36 feet, a total distance of 127.14 feet to a point in the center of Winchester Road (60' R/W);

Thence, with the center of the said road and the south line of Brenner Acres LLC (O.R. 1713 Pg. 445), South 47 degrees 05 minutes 49 seconds East, 194.86 feet to an existing RR Spike;

Thence, leaving the said road and with the lines of the Shaw Family Rentals, LLC (O.R. 1667 Pg. 3346) and James L. & Vicki Ann Shaw (O.R. 1667 Pg. 3350), the following (3) three courses:

- 1.) South 4 degrees 53 minutes 45 seconds West, passing a set 5/8" iron pin at 39.72 feet, a total distance of 693.12 feet to a point;
- 2.) Thence, North 85 degrees 22 minutes 49 seconds West, passing an existing 5/8" iron pipe (bent) at 0.78 feet, a total distance of 165.78 feet to a set 5/8" iron pin;
- 3.) Thence, South 31 degrees 01 minutes 42 seconds West, 311.32 feet to a point on the south line of Section 32, referenced by an existing 5/8" iron pipe found bearing South 14 degrees 26 minutes 30 seconds East, 4.44 feet therefrom;

Thence, with the said section line and the north line of Timothy J. & Charity Johnson (O.R. 1830 Pg. 1645), North 85 degrees 17 minutes 55 seconds West, 118.48 feet to an existing 3/4" iron pipe;

Thence, with the east line of Vincent & Whitney D'Andrea (O.R. 1790 Pg. 3688), the following (2) two courses:


- 1.) North 10 degrees 37 minutes 18 seconds East, 555.02 feet to an existing 3/4" iron pipe;
- 2.) Thence, North 68 degrees 51 minutes 56 seconds West, 14.89 feet to the Point of Beginning.

Containing 6.627 Acres (6.64 acres by deed), and being subject to all legal roads, easements, and restrictions of record.

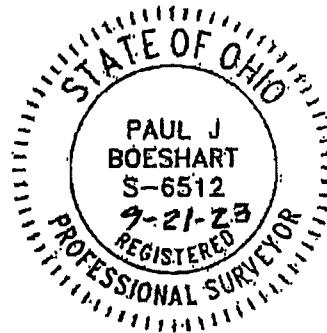
All iron pins set are 5/8" x 30" Rebar with a 2" Aluminum ID caps stamped "Paul J. Boeshart S-6512".

"Bearings are based on the Ohio State Plane Coordinate System, Ohio South Zone, NAD83 (CORS), as established using GPS Observations processed against the Ohio CORS network, with the south line of Section 32 as bearing North 85 degrees 17 minutes 55 seconds West, and are used to denote angles only.

I, Paul J. Boeshart, hereby certify that the above description represents a true and correct survey and all measurements were made under my direct supervision in accordance with Chapter 4733-37 of the Ohio Administration Code in September, 2023.



Paul J. Boeshart, Professional Land Surveyor
Registration No. S-6512



DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS.

BY CJT DATE 10-4-23

037-02179-00

99/20745

LEGAL DESCRIPTION AND PLAT
MEETS MINIMUM STANDARDS FOR
BOUNDARY SURVEYS. FAIRFIELD
COUNTY ENGINEER.

BY ACS DATE 10/2/23

EXHIBIT C
(4.39 Acres)

Situated in the County of Fairfield, State of Ohio and Township of Violet, and described as follows:

Being a part of the Southeast Quarter of Section 32, Township 15, Range 20, and bounded and described as follows: Beginning at an iron pin which by previous deeds is South 84 deg. 51' West 621.6 feet distant from the Southeast Corner of Section 32; thence South 84 deg. 51' West 201.39 feet to a point; thence North 5 deg. 28' West 962.66 feet to a point; in the centerline of Winchester Road; thence with the centerline of said road South 58 deg. 45' East 288.95 feet to a point; thence South 3° 19' East 791.54 feet to the place of beginning. Containing 4.39 acres more or less. Subject to all legal right-of-ways of record.

Street Address: 10109 Winchester Road, NW, Canal Winchester, Ohio
Parcel No. 0370218100
Prior Deed: 201400013514

With privileges and appurtenances thereof and subject to conditions, restrictions, easements, rights of way and other matters of record and further subject to taxes and assessments not yet due and payable for which the grantee assumes as additional consideration for this conveyance.

BY ALT DATE 8/21/17
037-02181-00

**EXHIBIT D
(.692 Acres)**

Situated in the County of Fairfield, State of Ohio and Township of Violet, and described as follows:

Being a part of Section 32, Township 15, Range 20, and bounded and described as follows:

Beginning at an iron pin located 125.93 feet north of a point in the south line of Section 32, 823.49 feet westward from the southeast corner of said section; thence south 89 degrees 34' west 237.0 feet to a point in the pond, passing an iron pin at 222.0 feet; thence north 25 degrees 33' east 166.85 feet to a point; thence north 89 degrees 34' east 165.00 feet to an iron pin, passing an iron pin at 10.00 feet; thence south 150.0 feet to the place of beginning containing 0.692 acres more or less.

**Street Address: 10110 Winchester Road, NW, Canal Winchester, Ohio
Parcel No. 037-02180-00
Prior Deed: Volume 1138, Page 586**

**DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS.**

**BY CLT DATE 8-27-14
037-02180-00**