

ATT 2

EASEMENT FOR ROAD PURPOSES

KNOW ALL MEN BY THESE PRESENTS, Dean C. Davisson, Successor Trustee of the Mabel M. Davisson Trust dated May 31, 2002, and Dianne Ischy, Trustee of the Bruce R. Davisson Testamentary Trust, the Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to them paid by the Board of County Commissioners of Delaware County, Ohio, Grantee, whose address is 101 North Sandusky Street, Delaware, Ohio, the receipt whereof is hereby acknowledged, does 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 described in Exhibit A attached hereto.

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

And the said Grantor for themselves and their successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that she is the true and lawful owner of said premises, and is lawfully seized of the same in fee simple, and has good right and full power of grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that she will warrant and defend the same against all claims of all persons whomsoever.

Grantor has hereunto set his hand this 6th and 12th day of November, 2002.

200200055553  
Filed for Record in  
DELAWARE COUNTY, OHIO  
KAY E. CONKLIN  
11-18-2002 At 04:27 PM.  
EASEMENT 14.00  
OR Book 267 Page 2046 - 2047

Mabel M. Davisson Trust  
dated May 31, 2002

By Dean C. Davisson  
Dean C. Davisson, Successor Trustee

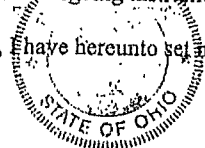
Bruce R. Davisson Testamentary Trust

By Dianne Ischy  
Dianne Ischy, Trustee

STATE OF OHIO  
COUNTY OF DELAWARE, ss.

On this 6th day of November, 2002, before me, a notary public in and for said County and State, appeared Dianne D. Ischy, Trustee of the Bruce R. Davisson Trust created under the will of Bruce R. Davisson, Grantor in the foregoing deed and acknowledged that she did examine and read the same and did sign the foregoing instrument, and that the same is her free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.



David C. Shade  
NOTARY PUBLIC

STATE OF OHIO  
COUNTY OF Delaware  
DAVID C. SHADE, Attorney at Law  
NOTARY PUBLIC, STATE OF OHIO  
COMMISSION EXPIRES 12/31/04

On this 12th day of November, 2002, before me, a notary public in and for said County and State, appeared Dean C. Davisson, Successor Trustee of the Mabel M. Davisson Trust dated May 31, 2002, Grantor in the foregoing deed and acknowledged that he did examine and read the same and did sign the foregoing instrument, and that the same is his free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal.

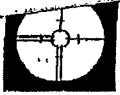


Dianne D. Ischy  
NOTARY PUBLIC

This instrument was prepared by David C. Shade, Attorney at Law, 41 N. Sandusky Street, Suite 410, Delaware, Ohio 43015.  
D. J. DAMRON  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES AUG. 17, 2004

Delaware County  
The Grantor Has Complied With  
Section 319.202 Of The R.C.  
WE 11/13/02 Transfer Tax Paid 00  
TRANSFERRED OR TRANSFER NOT NECESSARY  
Delaware County Auditor By T. Cassidy

Att 2



## Scioto Land Surveying Service

Surveyors

173 North Sandusky Street  
Delaware, Ohio 43015

Phone (740) 369-7577  
Phone (740) 548-7577  
FAX (740) 362-7577

Frank Celio, P.S. 6612  
Karen S. Coffman, P.S. 7845  
Arthur L. Burford, P.S. 7634  
Istvan Gajary, P.S. 8183

July 31, 2002

Description of a 50 foot easement for  
Road right-of-way purposes for  
The Mabel M. Davison Trust and  
Dianne S. Williamson, Trustee

Situated in the Township of Liberty, County of Delaware, State of Ohio, being part of Farm  
Lot 13 in Quarter-Township 1, Township 3, Range 19 of the United States Military Lands and  
being more particularly described as follows:

Commencing at a railroad spike found at the southeast corner of Stonebury Subdivision No.  
1, as delineated in Plat Book 8, Page 154 also being in the centerline of County Road 124  
(Home Road);

thence along the said centerline of County Road 124 **South 85° 30' 13" East 315.08 feet**  
to a point, being the TRUE POINT OF BEGINNING of the following described easement;

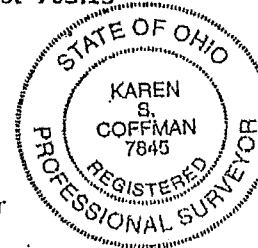
thence **North 30° 29' 54" West 61.04 feet** to an Iron bar set;

thence **South 85° 30' 13" East 735.72 feet** to an Iron bar set, being on the west line of  
a 3.274 acre tract now or formerly owned by the Trustees of the Liberty Presbyterian  
Church, as described in Deed Book 342, Page 591;

thence along the said west line of the 3.274 acre tract **South 01° 44' 05" West 50.06**  
**feet** to an Iron pipe found, being the southwest corner of the said 3.274 acre tract, also  
being in the said centerline of County Road 124;

thence along the said centerline of County Road 124 **North 85° 30' 13" West 703.13**  
**feet** to the TRUE POINT OF BEGINNING.

Karen S. Coffman, Surveyor  
Registration No. 7845



C:\SLSS FOLDER\BACK UP FOLDER\Jul02\davisson702.doc

NH2

DECLARATION OF SHARED ACCESS DRIVEWAY EASEMENT  
AND MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the Mabel M. Davisson Trust dated May 31, 2002 and the Bruce R. Davisson Testamentary Trust U/W dated June 6, 2002, owners of 2.193 acres known as Tract 4 as shown or described in Exhibit A attached hereto, and Mabel M. Davisson Trust dated May 31, 2002 and the Bruce R. Davisson Testamentary Trust U/W dated June 6, 2002, owners of 7.518 acres known as Tract 5 as shown or described in Exhibit A attached hereto, (collectively known as the "Grantor" and/or "Declarant" herein) do hereby create and grant a perpetual easement for a shared access driveway across the areas shown or described in attached Exhibit A and denoted thereon, located on the Declarant's real estate situated in the State of Ohio, County of Delaware and Township of Kingston, and more particularly described and/or shown on Exhibit A hereto, being a 2.193 acre tract also known as Tract 4 and a 7.518 acre tract known as Tract 5 on the attached plat. The shared access driveway easement is located within the area noted on the southeast corner of Tract 5 on the attached plat. The easement granted herein is for the benefit of certain specific tracts as identified herein, said tracts, either now existing or hereafter created.

The following covenants, agreements, restrictions and reservations shall run with the real estate described above and shall be binding upon and shall inure to the benefit of all subsequent grantees, their respective heirs, successors, and assigns.

1. Each lot (regardless of the number of owners of said lot) shall be entitled to one vote (hereinafter referred to as a "Lot Vote"). All decisions as to the extent of maintenance, repair and upkeep, or the need for such maintenance, repair, and upkeep shall be governed by a majority of the Lot Votes.
2. The terms "maintenance", repair", and "upkeep" as used in this instrument shall be interpreted in their broadest sense. The terms include, but shall in no way be limited to, snow removal, replacement of stone or gravel, paving or concreting the driveway, the removal of obstructions and overhangs from the driveway as needed, tar and chipping, dust control, grass and weed control, and ditch maintenance, together with all associated labor costs.
3. Relative to the total expense for maintenance, repairs, and upkeep of the shared access driveway, each respective lot shall be responsible for and is hereby charged with the following percentage of the total expense:
  - A. The 2.193 acre lot is hereby charged with fifty Percent (50%) of the total expenses.
  - B. The 7.518 acre lot is hereby charged with fifty Percent (50%) of the total expenses.
4. The shared access driveway as designated on the attached plat shall, at all times, be free from obstruction of any kind so as to allow for the proper passage of motor vehicles. All trees, overhanging branches, or other obstructions to the free passage of public safety vehicles shall be removed and shall be kept removed and maintained at all times.
5. Unless otherwise agreed to in writing by the unanimous consent of the Lot Votes, no compensation shall be paid to any owner of said lot who personally provides for maintenance, repair or upkeep of any area of the shared access driveway. Any work so done by any owner without the unanimous consent of all Lot Votes shall be considered to be gratuitous in nature. An agreement to provide compensation to an owner or owners of a lot on the shared access driveway for the maintenance, repair, or upkeep of said driveway shall be in writing and shall be with the unanimous consent of all Lot Votes. Said agreement may be terminated by approval of a majority of the Lot Votes.
6. No Lot Vote shall have the authority, on its own, to institute maintenance, upkeep, or repair procedures without having the approval of the majority of the Lot Votes sharing the shared access driveway. In the event that any owner of a Lot Vote shall so institute maintenance, repair, or upkeep procedures without the prior authority of a majority of the Lot Votes, said owner shall be responsible for payment in full of such maintenance,

AM 2

repair, or upkeep procedures, regardless of whether or not said procedures benefit the shared access driveway.

7. For all purposes, the record title owner(s) of the lot shall be the owner(s) of the Lot Vote and said Vote may not be assigned or transferred without the prior written consent of the other owners of Lot Votes.
8. The owners of the Lot Votes shall be entitled to establish procedures for the providing of maintenance, repair, or upkeep of the shared access driveway as a majority of said Votes may deem fit. Nothing in this agreement shall prevent a Lot Vote from being exercised by proxy.
9. This Maintenance Agreement may be modified so long as said modification is in writing, approved by the unanimous consent of all Lot Votes, and that said modifications shall not be in conflict with the regulations of the Delaware County Subdivision Regulations. Each modification shall be recorded in the Delaware County Recorder's Office, Delaware, Ohio.
10. All remedies, legal and equitable, shall be available to all of the owners of the Lot Votes to provide for the proper enforcement of the regulations, agreements or arbitration awards established, including the collection of unpaid costs due as charged to each lot.
11. If the parties are not able to agree as to what expenses for maintenance, repair or upkeep are necessary, the issues in dispute shall be submitted to binding arbitration. Except as provided herein, arbitration shall be pursuant to the provisions of Chapter 2711 of the Ohio Revised Code as then enacted.

Within fifteen days after a party to this Agreement has given written notice to the other of demand for arbitration of said dispute or controversy, the parties to the dispute or controversy shall each appoint an arbitrator and give notice of such appointment to the other. Within a reasonable time after such notices have been given the two arbitrators so selected shall select a neutral arbitrator as chair-person and give notice of the selection thereof to the parties. The arbitrators shall hold a hearing within a reasonable time from the notice of selection of the neutral arbitrator. In any event, the hearing shall be held within 60 days after appointment of the arbitrators, unless the parties agree in writing to an extension of time.

12. Notwithstanding any contrary provisions contained herein, each lot owner shall be solely responsible for any damages to the shared access driveway caused by such owner or such owner's contractors during the construction of any residence, buildings, or other improvements on such owner's lot. During the construction on any lot, the lot owner shall take all steps necessary to prevent delivery vehicles and construction vehicles from damaging the shared access driveway. In the event more than one lot owner has concurrently undertaken construction, then any damages caused as a result of the construction vehicles traveling on said shared access driveway shall be apportioned equally between both lot owners who have undertaken construction.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 29th day of August, 2003.

Mabel M. Davison Trust, dated  
May 31, 2002

Dean C. Davison  
Dean C. Davison, Successor Trustee

Dianne Ischey  
Dianne Ischey, Successor Trustee

Bruce R. Davison Testamentary  
Trust U/W, dated June 6, 2002

By Dianne Ischey  
Dianne Ischey, Trustee

Att 2

STATE OF OHIO  
COUNTY OF DELAWARE, ss.

Before me, a Notary Public in and for said County and State, personally appeared the above named Dean C. Davisson and Dianne Ischy, Successor Trustees of the Mabel M. Davisson Trust, dated May 31, 2002 and Dianne Ischy, Trustee of the Bruce R. Davisson Testamentary Trust U/W, dated June 6, 2002, 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 this 29th day of August, 2003.

  
NOTARY PUBLIC



DAVID C. SHADE, Attorney At Law  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION HAS NO EXPIRATION DATE.  
Section 147.03 R.D.

This instrument was prepared by Shade and Shade, Attorneys at Law, 41 North Sandusky Street, Suite 410, Delaware, Ohio 43015-0438

W:\Wesley\Real\Shadedrive.Davisson.DOC

200300061019  
Filed for Record in  
DELAWARE COUNTY, OHIO  
KAY E. CONKLIN  
09-02-2003 At 03:33 PM.  
AGREEMENT 52.00  
OR Book 415 Page 978 - 982-A

200300061019  
SHADE & SHADE BOX