

WAYNE COUNTY, OHIO  
OCT 3 2012  
TRANSFER NOT NECESSARY  
JARRAL UNDERWOOD, AUDITOR  
BY *Alicia A. Pezgraf* DEPUTY  
*Alicia A. PEZGRAF*

201200012686  
Filed for Record in  
WAYNE COUNTY RECORDER  
JANE CARMICHAEL, RECORDER  
10-29-2012 At 03:25 pm.  
AGREEMENT 100.00  
OR Book 724 Page 1673 - 1683

201200012686  
ROLAND KAUFFMAN  
PICK UP

**COMMON ACCESS DRIVEWAY AGREEMENT**  
**(An Amended Shared Driveway Agreement)**

THIS AGREEMENT, entered into this 20th day of JUNE, 2012, by and between LEVI E. MAST and CLARA E. MAST, husband and wife, whose address is 9465 Hogback Road, Fredericksburg, Ohio 44627 ("MAST A(1) & A(2)"); EDWARD P. MILLER and EDNA A. MILLER, husband and wife, whose address is 9479 Hogback Road, Fredericksburg, Ohio 44627 ("MILLER A"); and ERVIN A. MILLER and LENA L. MILLER, husband and wife, whose address is 9451 Hogback Road, Fredericksburg, Ohio 44627 ("MILLER B").

**WITNESSETH:**

WHEREAS, the parties are, or will become, the owners of the tracts of land set forth in the descriptions attached hereto as Exhibits A(1) & A(2), B, and C located in the Southeast Quarter of Section 15, T-15N (Salt Creek Township), R-12W, Wayne County, Ohio; and

WHEREAS, the parties have or shall have a common access driveway and easement and turnaround of variable width, but no less than 30' in width, the location of which is shown on the recorded Survey in Volume RR, Page 830 of the Survey Records of

Wayne County, Ohio, and more fully described in attached Exhibit D.

**WHEREAS**, the parties desire to reduce to writing and record in the public records an agreement regarding the common use of such access driveway and easement in order to comply with the Subdivision Regulations of Wayne County, Ohio.

**NOW, THEREFORE, BE IT AGREED**, by and between the parties hereto, in consideration of the mutual covenants and promises herein set forth and other good and valuable consideration, as follows:

1. Reciprocal Easement. The parties hereto grant to one another a reciprocal easement over the common access driveway and easement and turnaround, for ingress and egress and for all necessary, customary, or appropriate utility lines and services to serve said properties.

2. Initial Installation. The parties have caused or will cause the shared driveway easement to be constructed and performed based on the standards set by the Wayne County Planning Commission, using materials approved by the Commission and with the costs being paid as mutually agreed by all parties, equally, share and share alike.

3. Maintenance. Unless the parties otherwise agree, after the construction and installation of the driveway, Mast shall be responsible for the maintenance, including all ordinary and necessary repairs, of the driveway from T.R. 197 (Hogback Road) West, a distance of approximately 282 feet, and Miller A, Miller B, and Mast A(2) shall be equally responsible for the maintenance, including all ordinary and necessary repairs, of the driveway for that portion of the driveway that accesses their respective tracts of land; provided, however, that any damage done to the driveway in excess of normal wear and

tear shall be repaired at the sole expense of the party who caused the damage or benefited from the activity that caused the damage.

4. Insurance and Indemnity. Each party shall maintain the driveway on their homeowners policy of insurance for liability coverage or any alternate coverage as may be desired/available to each party, and shall hereby release one another from any and all liability resulting from the use of the driveway except for liability for the deliberate or negligent act of a party. Each party shall indemnify the others for any liability arising from such party's deliberate or negligent act, and the acts of such parties' agents, tenants, and invitees.

5. Running With Land. All of the easements and provisions of this agreement shall be binding upon and inure to the benefit of the parties, their successors and any subsequent owner of the parcels described in Exhibit A(1) & A(2), B, and C and shall run with the land, and shall not be amended or changed without the mutual concurrence of such owners and the approval of the Wayne County Planning Commission or its municipal equivalent in the event of annexation of the property.

6. Obstructions. The parties hereto jointly and severally agree that no obstructions shall be built or placed on the shared driveway which would impede ingress or egress on any portion of said driveway.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no representations, promises or prior understandings, oral or written, relating to the tracts of land involved or to this Agreement which have not been incorporated herein. No amendment or change may be made to this Agreement except in

writing duly executed by all parties.

8. Notices. All notices required or permitted by this Agreement, if any, shall be in writing, and shall be addressed to the parties at their addresses first set forth above, or at such other address as a party may provide in a written notice, and shall be sent by regular U.S. Mail, postage prepaid, or by personal service.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have set their hands the day and year first written above.

Signed and Acknowledged in the presence of:

Levi E. Mast  
LEVI E. MAST

Clara E. Mast  
CLARA E. MAST

Edward P. Miller  
EDWARD P. MILLER

Edna A. Miller  
EDNA A. MILLER

Ervin A. Miller  
ERVIN A. MILLER

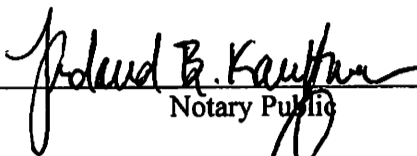
Lena L. Miller  
LENA L. MILLER

STATE OF OHIO            )  
  ) ss:  
COUNTY OF WAYNE        )

Before me, a Notary Public in and for said county and state, personally appeared the above-named Levi E. Mast and Clara E. Mast, husband and wife; Edward P. Miller and

Edna A. Miller, husband and wife; and Ervin A. Miller and Lena L. Miller, husband and wife, 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 subscribed my name and official seal at Fredericksburg, Ohio, this 28<sup>th</sup> day of JUNE, 2012.

  
\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT PREPARED BY:  
Attorney Roland B. Kauffman  
40 W. Main Street, P.O. Box 489  
Dalton, Ohio 44618-0489**



ROLAND B. KAUFFMAN - Attorney at Law  
Notary Public - State of Ohio  
My Commission has no expiration date.  
Sec. 147.03 R.C.

**“EXHIBIT A (MAST A(1))”**

**DESCRIPTION OF A 1.428 ACRE PARCEL**

Situated in the Township of Salt Creek, County of Wayne, and State of Ohio:

Located in the Southeast Quarter of Section 15, T-15N, R-12W

**COMMENCING** at a 1 ½” pipe, found marking the northeast corner of the Southeast Quarter of Section 15; thence South 03 deg. 10’ 00” West, 1,811.34 feet with the east line of said Quarter Section and in public road to a point; thence North 87 deg. 24’ 31” West, 283.33 feet to an iron pin set, **THE TRUE PLACE OF BEGINNING**;

**THEN WITH THE FOLLOWING FOUR (4) COURSES:**

1. North 87 deg. 24’ 31” West, 259.61 feet to a 1” pipe;
2. North 01 deg. 00’ 04” West, 231.98 feet to an iron pin set;
3. North 89 deg. 27’ 00” East, 261.05 feet to an iron pin set;
4. South 00 deg. 33’ 00” East, 246.20 feet to **THE TRUE PLACE OF BEGINNING**.

The above described tract of land contains 1.428 acres of land.

For survey, see Vol. “UU”, Page 708 of the Wayne County Survey Records.

Permanent Parcel Number. : Out of 45-00623.000

Prior Deed Reference: Vol. 509, Pg. 307 of the Official Records of Wayne County, Ohio.

**NOTE: Subject to a Common Access Driveway Agreement executed on June 28, 2012 and recorded in Volume 724 Page 1673, of the Official Records of Wayne County, Ohio.**

**“EXHIBIT A (MAST A(2))”****DESCRIPTION OF A 8.490 ACRE PARCEL**

Situated in the Township of Salt Creek, County of Wayne, and State of Ohio:

Located in the Southeast Quarter of Section 15, T-15N, R-12W

**COMMENCING** at a 1 ½” pipe, found marking the northeast corner of the Southeast Quarter of Section 15; thence South 03 deg. 10’ 00” West, 1,811.34 feet with the east line of said Quarter Section and in public road to a point; thence North 87 deg. 24’ 31” West, 542.94 feet to a 1” pipe, **THE TRUE PLACE OF BEGINNING**;

**THEN WITH THE FOLLOWING ELEVEN (11) COURSES:**

1. North 87 deg. 24’ 31” West, 536.30 feet to a 1” pipe;
2. North 14 deg. 03’ 40” East, 419.46 feet to an iron pin set;
3. North 27 deg. 09’ 00” West, 152.53 feet to an iron pin set;
4. North 48 deg. 19’ 00” East, 312.54 feet to an iron pin set;
5. South 01 deg. 16’ 27” East, 49.74 feet to a post;
6. North 89 deg. 54’ 15” East, 260.14 feet to an iron pin set;
7. South 00 deg. 33’ 00” East, 342.62 feet to an iron pin set;
8. North 89 deg. 27’ 00” East, 261.05 feet to an iron pin set;
9. South 00 deg. 33’ 00” East, 150.00 feet to an iron pin set;
10. South 89 deg. 27’ 00” West, 261.05 feet to an iron pin set;
11. South 01 deg. 00’ 04” East, 231.98 feet to **THE TRUE PLACE OF BEGINNING**.

The above described tract of land contains 8.490 acres of land.

For survey, see Vol. “UU”, Page 708 of the Wayne County Survey Records.

Permanent Parcel Number. : 45-00623.000

Prior Deed Reference: Vol. 509, Pg. 307 of the Official Records of Wayne County, Ohio.

Instrument                      Book Page  
201200012686 OR              724 1680

**NOTE: Subject to a Common Access Driveway Agreement executed on June 28, 2012 and recorded in Volume 724, Page 1673, of the Official Records of Wayne County, Ohio.**



**“EXHIBIT B (MILLER A)”**

**DESCRIPTION OF A 2.070 ACRE PARCEL**

Situated in the Township of Salt Creek, County of Wayne, and State of Ohio:

Located in the Southeast Quarter of Section 15, T-15N, R-12W

**COMMENCING** at a 1 ½” pipe, found marking the northeast corner of the Southeast Quarter of Section 15; thence South 03 deg. 10’ 00” West, 1,789.34 feet with the east line of said Quarter Section and in public road to a 5/8” rebar; thence North 87 deg. 24’ 31” West, 284.76 feet to a 5/8” rebar; thence North 00 deg. 33’ 00” West, 374.17 feet to an iron pin set, **THE TRUE PLACE OF BEGINNING**;

**THEN WITH THE FOLLOWING FIVE (5) COURSES:**

1. South 89 deg. 27’ 00” West, 261.05 feet to an iron pin set;
2. North 00 deg. 33’ 00” West, 342.62 feet to an iron pin set;
3. North 89 deg. 54’ 15” East, 78.02 feet to a Shamp pin;
4. North 86 deg. 14’ 27” East, 183.32 feet to a Purdy pin;
5. South 00 deg. 33’ 00” East, 352.00 feet to **THE TRUE PLACE OF BEGINNING**.

The above described tract of land contains 2.070 acres of land.

For survey, see Vol. “UU”, Page 708 of the Wayne County Survey Records.

Permanent Parcel Number. : 45-00623.001

Prior Deed Reference: Vol. 427, Pg. 2636 of the Official Records of Wayne County, Ohio.

**NOTE: Subject to a Common Access Driveway Agreement executed on June 28, 2012 and recorded in Volume 724, Page 1673, of the Official Records of Wayne County, Ohio.**

**“EXHIBIT C (MILLER B)”**

**DESCRIPTION OF A 3.325 ACRE PARCEL**

Situated in the Township of Salt Creek, County of Wayne, and State of Ohio:

Located in the Southeast Quarter of Section 15, T-15N, R-12W

**COMMENCING** at a 1 ½” pipe, found marking the northeast corner of the Southeast Quarter of Section 15; thence South 03 deg. 10’ 00” West, 1,789.34 feet with the east line of said Quarter Section and in public road to a 5/8” rebar; thence North 87 deg. 24’ 31” West, 284.76 feet to a 5/8” rebar; thence North 00 deg. 33’ 00” West, 726.17 feet to a Purdy pin, **THE TRUE PLACE OF BEGINNING**;

**THEN WITH THE FOLLOWING SIX (6) COURSES:**

1. South 86 deg. 14’ 27” West, 183.32 feet to a Shamp pin;
2. South 89 deg. 54’ 15” West, 338.16 feet to a corner post;
3. North 01 deg. 16’ 27” West, 49.74 feet to an iron pin set;
4. North 48 deg. 19’ 00” East, 672.50 feet to a Purdy pin;
5. South 20 deg. 24’ 00” East, 45.00 feet to a 1” pipe;
6. South 00 deg. 33’ 00” East, 443.35 feet to **THE TRUE PLACE OF BEGINNING**.

The above described tract of land contains 3.325 acres of land.

For survey, see Vol. “UU”, Page 708 of the Wayne County Survey Records.

Permanent Parcel Number. : 45-00623.002

Prior Deed Reference: Vol. 428, Pg. 2422 of the Official Records of Wayne County, Ohio.

**NOTE: Subject to a Common Access Driveway Agreement executed on June 28, 2012 and recorded in Volume 724, Page 1673, of the Official Records of Wayne County, Ohio.**

**“EXHIBIT D”**

**COMMON ACCESS DRIVE EASEMENT**

Situated in the Township of Salt Creek, County of Wayne, Sate of Ohio and being known as being a part of the Southeast Quarter of Section 15, T-15N, R-12W and also a part of lands of Levi E. and Clara E. Mast as recorded in Volume 507, Page 187-199 of the Wayne County Deed Records and being further bounded and described as follows:

Commencing at a 1” iron pin found marking the northeast corner of Southeast Quarter of Section 15; thence S 03°10’00”W, 1790.36 feet with T.R. 197 (Hogback Road) and east line of said Quarter Section to an iron pin found marking the southeast corner of lands granted to Daniel L. and Barabara D. Miller as recorded in Volume 710, Page 20 and being the **TRUE PLACE OF BEGINNING** of the parcel herein described;

1. Thence continuing S 03°10’00”W, 22.00 feet to an iron pin found marking a southeast corner of the Grantor;
2. Thence N 00°41’00”E, 100.19 feet to a point;
3. Thence N 34°23’14”E, 46.99 feet to a point;
4. Thence N 00°41’00”W, 586.14 feet to a point;
5. Thence S 86°06’27”W, 20.03 feet to a point;
6. Thence N 00°41’00”W, 20.03 feet to a point;
7. Thence N 86°06’27”E, 50.08 feet to a point on the westerly line of Miller;
8. Thence S 00°41’00”E, 737.72 feet to a 1” pipe found marking the southwest corner of Miller;
9. Thence S 87°25’00” E, 282.95 feet with the southerly line of Miller to the place of beginning.

**Basis of Bearings:** All bearings are related and common with survey Volume Q, Page 312.

This description was prepared by Mark E. Purdy, P.S. 7307, from a survey completed in April of 2003.

See Wayne County Survey Records Volume RR, Page 830 for Survey.

System No. SOUTH EAST WAYNE COUNTY - 064  
Project Hogback Rd. SW.  
W.O. # 97-021

VOL 110 PAGE 993

4988633325 Vol 110 Page 993

AGREEMENT OF RIGHT-OF-WAY

FOR AND IN CONSIDERATION of One Dollar, the receipt of which is hereby acknowledged, and other good and valuable considerations, if any, to be paid when said pipeline is laid, on the parcel of land owned by LEVI S. AND CLARA S. MAST (HUSBAND & WIFE) located at 9465 HOGBACK RD. FREDERICKSBURG, OHIO 44627 whose mailing address is SAMS herein called Grantor(s), does hereby give, grant, bargain, sell and convey unto Northeast Ohio Natural Gas Corp., P. O. Box 430, Lancaster, Ohio 43130-0430, a natural gas public utility, herein called Northeast, its successors and assigns, the right to lay, operate, maintain, repair, replace and remove a six inch (6") diameter or smaller pipeline, along with valves and all other necessary appurtenances together with service connections thereto required for the distribution or transportation of natural gas and its constituents without restrictions on, over, through, and across the lands of the Grantor(s), with the right of ingress and egress to and from said pipeline. This Right-of-Way will be on the parcel of land located in the T-15, R-12 S.E. Quarter of Section -15, Lot -E of SALT CRISK Township, WAYNE County, Ohio, and further described and bounded substantially as follows; to wit:

- On the north by lands of SAM J. + KATIE S. MILLER
- On the east by lands of DANIEL C. + BARBARA D. MILLER, HOGBACK RD
- On the south by lands of LESLIE A. + LYDIA ANN KRISIM
- On the west by lands of SAM J. + KATIE S. MILLER

This Right-of-Way shall have a total width of twenty (20) feet during construction, maintenance, repairing, and replacing said pipeline and a permanent easement of ten (10) feet after the construction.

Both parties shall mutually agree upon the location of said pipeline to be laid on the Grantor(s) property. Grantor(s) property shall be staked where said pipeline is to be laid, prior to construction.

It is agreed that the pipeline laid under this Right-of-Way shall be buried at three (3) feet in depth wherever possible, so that the Grantor may fully use and enjoy the above described premises except for the purposes herein granted. Grantor(s) shall not construct or permit construction of any buildings or structures on or over said Right-of-Way within ten (10) feet of the pipeline and shall not change the final grade of said Right-of-Way without specific written consent from Northeast.

Northeast hereby agrees to pay for damages, if any, which might arise to crops, buildings, drain tiles, and fences in the laying, operating, maintaining, repairing, and removing said pipeline. If such damages can not be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons, one appointed by the Grantor(s), one by Northeast, and the third the two so appointed. The award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

WAYNE COUNTY, OHIO  
1215 19 97  
TRANSFER NOT NECESSARY  
SUE ANN FOUCHE, AUDITOR  
[Signature]

This grant shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties. Grantor warrants that they are the owners of the premises referred to herein.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set THEIR signature(s) this 10 day of February, 1997.

Signed and acknowledged in the presence of:

[Signature]  
Witness Signature

Steve KEIM  
Witness Name Printed

[Signature]  
Witness Signature

Freida R. Keim  
Witness Name Printed

[Signature]  
Grantor Signature

LEUI B. MAST  
Grantor Name Printed

[Signature]  
Grantor Signature

CLARA B. MAST  
Grantor Name Printed

STATE OF OHIO )  
COUNTY OF WARREN ) SS.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named LEUI B. AND CLARA B. MAST (H+W) 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 10 day of February, 1997.

MY COMMISSION EXPIRES:

**KEITH E. BOWSER**  
Notary Public for the State of Ohio  
My Commission Expires Dec. 1, 2001  
[Seal]

[Signature]  
Notary Public, State of Ohio

9700033345  
Filed for Record in  
WAYNE COUNTY RECORDER  
JANE CARMICHAEL  
On 12-15-1997 At 03:53 pm. //  
RIGHT OF WY 14.00 |  
Vol. 110 Pg. 993 - 994

9700033345  
NORTHEAST OHIO NATURAL GAS  
4602 MAHONING AVE NW  
WARREN, OH 44483-1494

This instrument prepared by



**NORTHEAST OHIO NATURAL GAS CORP.**  
P.O. Box 430, Lancaster, Ohio 43130-0430