

DRIVEWAY EASEMENT
AND
MAINTENANCE AGREEMENT

This DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT (“**Agreement**”) is made this _____ day of March, 2024, by and between **Larry E. and Lanita L. Ayers**, husband and wife (“**Grantor**”), and **Emily Lukasik** (a/k/a Emily Stowe), a married women (“**Grantee**”).

WHEREAS, Grantor is the owner of certain real property situated in the County of Franklin, in the State of Ohio and in the City of Dublin:

Being Lot No. Forty-nine (49) of LLEWELLYN FARMS, SECTION NO. 2, PART 1, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat. Book 64, pages 9 and 10, Franklin County, Ohio Recorder's office (hereinafter "**Grantor Property**").

WHEREAS, Grantee is the owners of certain real property situated in the County of Franklin, in the State of Ohio and in the City of Dublin:

Being Lot No. Forty-eight (48) of LLEWELLYN FARMS, SECTION NO. 1, the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 60, pages 31 and 32, Franklin County, Ohio Recorder's office (hereinafter "**Grantee Property**"). The Grantee Property and the Grantor Property are referred sometimes referred to herein individually as a "**Property**" and collectively as the "**Properties**".

WHEREAS, Multicon Communities, Inc. (predecessor-in-interest to Grantor), as grantor, and John E. and Joan Wernz (predecessor-in-interest to Grantee), as grantee, entered into that certain Driveway Easement and Maintenance Agreement, dated August 31, 1990, and recorded at Book 15804, Page J16 of the Franklin County, Ohio Recorder’s Office (“**Old Agreement**”);

WHEREAS, a private driveway exists located on the Grantor Property which provides ingress and egress to Dublin Road, hereinafter the "**Driveway**";

WHEREAS, access from and to Dublin Road and the Grantee Property presently requires the owner of the Grantee Property to cross over and use the Driveway for pedestrian and vehicular access between the Grantee Property and Dublin Road;

WHEREAS, Grantor and Grantee want to provide an ingress/egress easement for the Grantee Property over the Driveway and to provide for a maintenance plan of the Driveway; and

WHEREAS, the Old Agreement shall be terminated in its entirety and replaced with this Agreement.

NOW, THEREFORE, for valuable consideration and the mutual covenants and agreements herein contained, the parties hereto do hereby agree for themselves, their respective

heirs, successors, and assigns, that the Grantor Property and the Grantee Property shall be held, sold, conveyed and occupied subject to the following driveway easement and maintenance plan which shall run with the Properties and be binding on all parties having any right, title or interest in the Properties and their respective heirs, successors, assigns.

GRANT

1. Grantor hereby grants to Grantee, her heirs, successors, assigns, an easement and right of way for pedestrian and vehicular ingress and egress purposes to and from Dublin Road over and across the Driveway, as shown and delineated by the cross-hatched area upon the attached drawing marked Exhibit A. The following easement and reservations shall run with the Grantor Property and the Grantee Property and shall be binding upon and shall inure to the benefit of all subsequent grantees, their respective heirs, successors, personal representatives and assigns.

2. Grantor and Grantee hereby establish a maintenance agreement with respect to the Driveway. The following covenants, agreements, restrictions, and reservations shall run with the Grantor Property and the Grantee Property and shall be binding upon and shall inure to the benefit of all subsequent grantees, their respective heirs, successors, personal representatives and assigns.

(a) All decisions as to the extent of maintenance, repair, and upkeep, or the need for such maintenance, repair and upkeep for the Driveway shall be made by the owner of the Grantor Property.

(b) The terms "maintenance", "repair", and "upkeep" as used in this instrument shall be interpreted in their broadest sense. The Driveway is a paved, asphalt structure. The terms include, but shall in no way be limited to, snow removal, replacement, repair or repaving, sealing or filling of the the Driveway, the removal of obstructions and overhangs from the Driveway as needed, grass and weed control, and drainage maintenance, associated labor and material costs.

(c) Relative to the total expense for maintenance, repair, and upkeep of the Driveway, each respective lot shall be responsible for and is hereby charged with the following percentage of the total expense:

Grantor Property: fifty percent (50%) of the total expenses; and

Grantee Property: fifty percent (50%) of the total expenses.

(d) To the extent that the need for repair or maintenance is caused or results from the acts or failure to act of an owner or owners of one of the Properties, or the guests or invitees thereof, whether or not there was negligence or a willful act, the owner of such Property shall be solely responsible for the cost of such repair and maintenance.

(e) The Driveway shall, at all times, be free from obstruction of any kind so as to allow for the proper passage of pedestrians and 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. The entrances to any garages on either Property and the area in front of the same shall be kept free and unobstructed at all times for the free and unobstructed use of the Driveway by the Grantor and Grantee.

(f) Neither Grantor or Grantee shall alter, modify or relocate the Driveway (including without limitation its width and length or paving condition) without the prior written consent of other the other party.

(g) No compensation shall be paid to Grantee if she personally provides for maintenance, repair, and upkeep of any area of the Driveway. Any work so done by Grantee without the consent of Grantor shall be considered to be gratuitous in nature. An agreement to provide compensation to Grantee for any maintenance, repair, and upkeep of said Driveway shall be in writing and shall be with the consent of Grantor. Said agreement may be terminated by either of the lot owners. All construction, repair, and maintenance work, due precaution and care shall be taken to not damage the Properties.

(h) Since the Driveway is wholly situated on Lot 49 and the appearance and maintenance of said Driveway will directly affect the property value of said lot, the lot owner of lot. 49 shall have the authority, on his/her/their own, to institute maintenance, repair and upkeep procedures without having the approval of the the other lot owner sharing the Driveway. However, the owner of lot 49 shall not have the right to do other than provide for the maintenance, repair and upkeep of the Driveway. If the owner of Lot 49 decides to repave the Driveway with a material other than asphalt without the consent of the owner of Lot 48, then the owner of Lot 48 shall not be required to pay its share of the paving cost of the Driveway, but will be required to continue its share of the maintenance, repair and upkeep of said new Driveway surface.

(i) Grantor and Grantee may establish procedures for the providing of maintenance, repair and upkeep of the Driveway as they deem fit.

(j) This Agreement may be modified so long as said modification is in writing, approved by both Grantee and Grantor, and shall be recorded in the Franklin County Recorder's Office.

(k) All remedies, legal and equitable, shall be available to Grantor and Grantee to provide for the enforcement of this Agreement.

(l) In the event that the owner of the Grantee Property not pay the established maintenance costs for the Driveway to the owner the Grantor Property, and such amount shall remain unpaid for a period of 60 days after the owner of the Grantee Property's receipt of writte notice for the same, this Agreement and right-of-way shall automatically terminate and thereafter be null and void, and the Grantee Property shall no longer be permitted the use of the Driveway.

(m) Except as provided in subparagraph (l) above, the term of this Agreement shall be perpetual and shall constitute an easement and a covenant running with each of the respective Properties.

This Agreement shall bind and inure to the benefit of the respective heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

GRANTOR:

Larry E. Ayers

Lanita L. Ayers

Dated: _____, 2024

STATE OF OHIO)

)

COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____ and husband and wife.

Notary Public for _____

My Commission expires: _____

GRANTEE:

Emily _____

Husband of Grantee

Andrew Stowe

Dated: _____, 2024

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Emily _____ and Andrew Stowe, husband and wife.

Notary Public for _____

My Commission expires: _____

Exhibit A

