

872134

HOUSE OF TITLES

18084

TRANSFER NOT NECESSARY

Date 8-4-87 KP

Edward H. Zupancic
Lake County Auditor

8A-18-19

INDEXED

RECORDER'S FEE 20⁰⁰
GEOFFREY T. KENT
RECORDER, LAKE COUNTY, OHIO

AUG 4 1987

RECEIVED FOR RECORD
5:24 o'clock
Recorded Vol. Page

VOL 330 PAGE 1272

872134

EASEMENT AGREEMENT

This conveyance was duly examined and found to conform with the provisions of the Revised Code
E-2163
8-4-87 EXHIBIT VKD
Edward H. Zupancic, County Auditor

VOL 330 PAGE 1272

THIS EASEMENT AGREEMENT is made and entered into on July 4 1987, by and between LAWRENCE SEVERINO, JR., Divorced and unremarried, hereinafter referred to as "Grantor", and EDWARD DUDAS and MARY JEAN DUDAS, Husband and Wife, hereinafter referred to as "Dudas", sometimes hereinafter referred to as "Grantees".

WITNESSETH:

WHEREAS, Grantor is the owner of a certain parcel of real property located at 8170 Painesville-Ravenna Road, Painesville, Ohio 44077, (hereinafter referred to as "Grantor's Parcel"); and

WHEREAS, Dudas is the owner of a certain parcel of real property located at 8160 Painesville-Ravenna Road, Painesville, Ohio 44077, (hereinafter referred to as "Dudas' Parcel"); and

WHEREAS, Grantor's Parcel is contiguous with Dudas' Parcel and the Grantor desires to provide the Grantees with certain rights respecting egress and ingress upon a portion of Grantor's Parcel;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby mutually agree as follows:

1. Grantor does hereby forever bargain, convey, give and grant unto the Grantees, their successors and assigns, and their respective agents, employees, guests, invitees, licensees, servants, tenants and

visitors, a perpetual, non-exclusive right-of-way and easement respecting the driveway which is located on Grantor's Parcel as more fully described in Exhibit "A" and Exhibit "B", attached hereto and made a part hereof, (hereinafter referred to as "Easement Parcel"), for the following purpose: to freely pass and repass on foot or in vehicles of every description, kind and type whatsoever, over and upon the Easement Parcel.

2. Grantor and Grantees hereby agree that the Easement Parcel shall be kept open at all times and that none of the parties hereto, nor their respective successors and assigns, shall permit any obstruction of any kind whatsoever to exist in said Easement Parcel which will in any way prevent or obstruct free egress and ingress on foot or by vehicle of any description.

3. The Grantor shall be solely responsible for determining the time, method and manner of maintaining, repairing and replacing the pavement upon the Easement Parcel in a reasonable state of repair. Grantor and Dudas hereby mutually agree that each shall bear Fifty Percent (50%) of the reasonable cost of any such maintenance, repair and replacement. Grantor shall cause all invoices for any labor, materials or other costs incurred respecting the maintenance, repair and replacement to be issued jointly to Grantor and Grantees and each hereby agrees to pay its proportionate share of said invoice according to the terms and conditions therein set forth.

4. Should either party fail to make its proportionate contribution as set forth in Section 3, above, then and in such event, the non-defaulting party may, but shall not be required to, cure such default of the defaulting party and the defaulting party shall pay to the

VOL 330 PAGE 1273

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VOL 330 PAGE 1273

non-defaulting party, on demand, any and all amounts so advanced by the non-defaulting party, together with interest thereon at the maximum rate allowable by law. Either party agrees to indemnify, defend and save the other party harmless against any and all costs, damages, liabilities and expenses, (including reasonable attorney's fees), incurred as a result of a party's failure to pay as aforesaid and/or as a result of a non-defaulting party either attempting to enforce such payment or curing the defaulting party's default.

5. Grantor does for himself and his heirs and assigns covenant with the Grantees, their heirs and assigns, that at and until the ensealing of these presents, he is well-seized of the above-described premises as a good and indefeasible estate in fee simple, free and clear of all liens whatsoever and free and clear of all encumbrances whatsoever that would interfere with the use and operation of the Easement granted herein, free of encumbrances that would take priority over this Easement, and has good right to bargain and grant the same in manner and form as above written, and that Grantor will warrant and defend said premises against all lawful claims and demands for the purposes herein described.

6. The easement and rights described herein are appurtenant to and running with the land, perpetually in full force and effect, and shall at all time inure to the benefit of, and be binding upon the parties hereto, their heirs and assigns, and any other party having any interest in any real property referred to herein.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement this 4th day of July, 1987.

SIGNED IN THE PRESENCE OF:

GRANTOR

Matthew Cynthia Bartish
Nancy J. Mc Nutty
Jean Espinoza
Deirda Rump

Lawrence Severino Jr.
LAWRENCE SEVERINO, JR.

Beth Severino
BETH SEVERINO - JOINS HEREIN TO RELEASE ANY RIGHTS SHE HAS IN THE WITHIN LAND GRANTEES

Matthew Kelley
Dean Brown

Edward Dudas
EDWARD DUDAS

Mary Jean Dudas
MARY JEAN DUDAS

STATE OF OHIO)
COUNTY OF LAKE) SS.

BEFORE ME, a Notary Public in and for said County and State, did personally appear the above named, LAWRENCE SEVERINO, JR., who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at _____, Ohio, on this 2 day of July, 1987.

Barbara M. Gamble
NOTARY PUBLIC

BARBARA M. GAMBLE
Notary Public, State of Ohio
My Commission expires June 20, 1991
(Recorded in Lake County)

STATE OF OHIO)
COUNTY OF LAKE) SS.

BEFORE ME, a Notary Public in and for said County and State, did personally appear the above named, EDWARD DUDAS and MARY JEAN DUDAS, 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 affixed my official seal at Painesville, Ohio, on this 22 day of June, 1987.

Dean J. Brown
NOTARY PUBLIC

DEANE J. BROWN
Notary Public, State of Ohio
My Commission Expires May 1, 1991
Recorded in Lake County

VOL 300 PAGE 1275

STATE OF OHIO)
COUNTY OF LAKE) S.S.

BEFORE ME, a Notary Public in and for said County and State, did personally appear the above named BETH SEVERINO, who acknowledged that she did sign the foregoing instrument and that the same is her own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at *July*, 1987, Ohio, on this *4th* day of



Linda Kump
NOTARY PUBLIC

Linda Kump
Notary Public State of Ohio
My Commission Expires Feb. 13, 1995
(Recorded in Lake County)

Situated in the Township of Concord, County of Lake, and State of Ohio and known as being part of Original Lot No.1, Tract No. 1 in said Township, the following describes an easement for driveway purposes twenty (20) feet in width, and being ten (10) feet by rectangular measurement on each side of the following described centerline:

Beginning at a point in the westerly right-of-way line of Painesville-Ravenna Road (60 feet wide), said point being located South 9° West a distance of 156.0 feet from an iron pipe stake located on said right-of-way line on the southerly line of land of Julia M. Roberson as recorded in Volume 828, Page 1056 in the Lake County Record of Deeds;

Thence South $60^{\circ} 14'$ West a distance of 67.3 feet to an angle point;

Thence South $39^{\circ} 17'$ West a distance of 192.0 feet to an angle point (passing through the southerly line of land of Joseph and Judith Severino as recorded in Volume 795, Page 687 of the Lake County Record of Deeds at approximately 80 feet);

Thence North $62^{\circ} 39'$ West a distance of approximately 65 feet to the northerly line of land of Lawrence Jr. and Beth A. Severino as recorded in Volume 796, Page 1313 of the Lake County Record of Deeds, as surveyed and described by David J. Lepisto, Registered Surveyor.

EXHIBIT "B"

Situated in the Township of Concord, County of Lake and State of Ohio and known as part of Original Lot No. 1, Tract No. 1 of said Township and is bounded and described as follows:

Beginning on the south line of land now or formerly owned by Edward and Mary Jean Dudas as recorded in Volume 882 Page 1072 of Lake County Record of Deeds at a one inch iron pipe set on the westerly margin of Painesville-Ravenna Road, (60 Feet Wide);

Thence South 66 degrees 06' 58" West along the south line of said Dudas land a distance of 279.60 feet to the west side of a 20.00 foot driveway easement as recorded in Volume 1057 Page 44 of Lake County Record of Deeds and the principal place of beginning of this description;

Thence South 62 degrees 39' 00" East along the southwesterly line of said easement a distance of 80.18 feet to the south line of said easement;

Thence South 39 degrees 17' 00" West a distance of 12.27 feet to a point;

Thence North 83 degrees 57' 29" West a distance of 88.93 feet to the south line of said Dudas land;

Thence North 66 degrees 06' 58" East a distance of 18.00 feet to the principal place of beginning of this description and contains 0.0251 acres of land according to a survey by Schade Surveying Company, Willard F. Schade Jr., Professional Surveyor S-6008 in June 1987 be the same more or less but subject to all legal highways,* Bearings are based on Painesville-Ravenna Road being South 09 degrees 00' 00" East and are used to describe angles only. Previous Deed Volume 3 Page 163 of Lake County Official Records.

*as described by Willard F. Schade, Jr., P.S.,

Vol. 330 page 1277A