Don R. Wallick Auctions, Inc.

965 N. Wooster Avenue - Strasburg, Ohio 44680 - www.WallickAuctions.com Toll Free: 1-866-348-9446 - Tel: 330-878-0075 - Fax: 330-878-7318



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- ORCHARD Advitivity JOLLLING 0,0 103 HAAE! AX VALUE BUBAY BUE TOTAL ACREAGE ТОРОСНАРНҮ 30-0000063.009 SPINDEN BRIAN G & ELIZABETH K STONELICK FARMS LLC 2/24/09 1WD TYPE - 12 - 2 11.055A TOTAL MPHOVEMENTS LAND IMPROVEMENTS I.AND ELECTRIC GAS SEWER/SEPTIC MAZERSYSTEM WELL FRONTAGE TOPOGRAPHY 1 655 ACRES PROPERTY FACTORS 4330 12380 4330 PEPTH 1386 ACRES ACRES ACRES ACRES ACRES ACRES 200 PAVED CURB/GUTTER GRAVEL/DIRT/UNIM. SIDEWALK -C3-STREET or ROAD 1120 CALUE 11.0550 LAND DATA AND COMPUTATIONS 22110 20 DEPTH FACTOR STATIC NINGK . BLICHIED DECLINING IMPROVING DISTRICT TOTAL TRUE LAND VALUE ACTUAL VALUE 8 DWNERSHIP INF. FAC.% ADDRESS OF PROPERTY TRUE VALUE BOOK 20_____ TRUE VALUE PAGE 20 MAP NUMBER COMPUTATIONS ß DATE PARCEL MENO 23 SELLING 103 CARD NUMBER 8

NEW

MUTUAL EASEMENT AND MAINTENANCE AGREEMENT

This Agreement is entered into this day of, 2009 by
and between John W. Ferrell and Jeffrey J. Ferrell, Brian G. Spinden and Elizabeth K.
Spinden, Charles L. Harless, Countrytyme Grove City, LTD and Frank E. Bair and Jane
A. Bair:
Whereas, John W. Ferrell and Jeffrey J. Ferrell acquired a 22.914 acre tract as
recorded in Official Record Volume, Pages of the Harrison County
Official Records, which is subject to an existing roadway as part of a common use
easement for purposes of ingress and egress from Dunlap Road to four other land parcels;
and
Whereas, Brian G. Spinden and Elizabeth K. Spinden acquired a 11.055 acre tract
as recorded in Official Record Volume, Pages of the Harrison County
Official Records, which is subject to an existing roadway as part of a common use
easement for purposes of ingress and egress from Dunlap Road to three other land
parcels, and
Whereas, Charles Harless acquired a 50.952 acre tract as recorded in Official
Record Volume, Pages of the Harrison County Official Records,
which is subject to an existing roadway as part of a common use easement for purposes
of ingress and egress from Dunlap Road to two other land parcels; and
Whereas, Frank E. Bair and Jane A. Bair acquired a 43.414 acre tract as recorded
in Official Record Volume, Pages of the Harrison County Official
Records, which is subject to an existing roadway as part of a common use easement for
purposes of ingress and egress from Dunlap Road to two other land parcels; and
Whereas, Countrytyme Grove City, LTD acquired a 29.948 acre tract as recorded
in Official Record Volume, Pages of the Harrison County Official
Records, said parcel uses an existing roadway which lies upon and crosses the properties
of the owners referenced above.
Whereas it is the desire of the previous referenced owners to agree upon a non-
exclusive easement to be used in common for purposes of ingress and egress for the

parties hereto, and establish a prorated sharing of maintenance costs amongst the parties; and

Now therefore, in consideration of One Dollar (\$1.00) and other consideration as mutually agreed to by the parties, the parties agree as follows:

Each party grants and conveys to the other four (4) parties hereto, the right of ingress and egress over and upon that portion of the easement area legal description attached hereto and incorporated herein as Exhibit A, which encumbers their respective properties.

The parties agree to share the maintenance on a pro-rata share basis as shown in the map attached hereto and incorporated herein as Exhibit B. The maintenance for the first part of the easement area shall be shared equally amongst all five property owners, the second part shall be shared equally by four owners, and the third part of the easement area shall be shared equally amongst three owners.

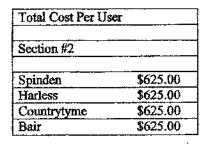
All maintenance and sharing of costs thereof, shall be by majority vote of the common users of that portion of the driveway. The maintenance costs shall be shared agually amongst the common users based on the total length of that portion of the driveway.

MAINTENANCE EXAMPLE

Maintenance: Cost to gravel entire driveway \$10,000.00

Length of easement area (est.)	# Common Users	Prorata Share Per
User		
Section #1 (450 feet) \$4,500.00	5	\$900/per user
Section #2 (250 feet) \$2,500.00	4	\$625/per user
Section #3 (300 feet) \$3,000.00	3	\$1,000/per user

Total Cost Per User	
Section #1	
Owners Ferrell, Spinden, Harless, Countrytyme and Bair	\$900.00 each



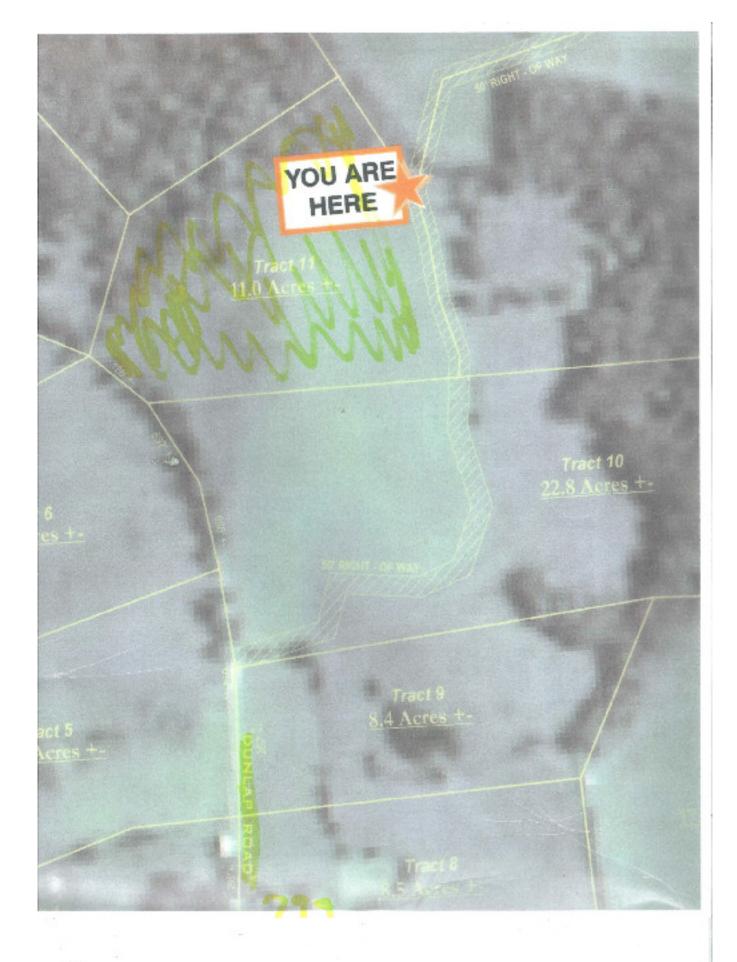
Total Combined Cos	st Per User
Section #3	
Harless	\$1,000.00
Countrytyme	\$1,000.00
Bair	\$1,000.00

Total Cost Per Us	er
Ferrell	\$900.00
Spinden	\$1,525.00
Harless	\$2,525.00
Countrytyme	\$2,525.00
Bair	\$2,525.00

In the event one of the common users would have heavy equipment use the common easement area and cause damage due to the use (rutting, bumps, or other damage), the user who invited or granted use of the driveway to the party causing the damage shall be solely liable to repair any and all portions of the common easement area which was damaged.

In the event a party hereto should subdivide their property and access will be by this easement area, the new subdivided parcel and new parcel owner shall be liable in a similar manner as the original users herein. The new subdivided owner shall be responsible to share in maintenance to the furthest point of the property, which touches the easement area. In the event a party does not fulfill their duty to share in the financial cost of the easement area, the paying parties jointly, or anyone of them, may bring suit against the non-paying party and the prevailing party may recover not only the maintenance costs, but also any legal fees, court costs, and other costs incurred in collecting the unpaid maintenance expense.

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AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio faw. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

	I. TRANSACTIO	ON INVOLVING TWO AGENT	S IN TWO DIFFERE	ENT BROKERAGES	
The	buyer will be represented by	A A TO A TO A S	, aj	nd <u>BRCKERAGE</u>	
		AGENT(S)	, ar		<u> </u>
If to		CTION INVOLVING TWO AG rage or, check the following relationship		E BROKERAGE	
Agent(s) work(s) for the buyer and work(s) for the seller. Unless persinvolved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.					
	and on the back of this form. As due confidential information. Unles	al agents they will maintain a neutr	the buyer and seller as all position in the transit(s) nor the brokerage	"dual agents". Dual agency is explaine action and they will protect all parties' acting as a dual agent in this transaction	
Age	ent(s) Dow R WALLICK	NSACTION INVOLVING ONI	LY ONE REAL ESTA	ATE AGENT CRA - MATHINS REACTY W	 ill
	be "dual agents" representing bothis form. As dual agents they vinformation. Unless indicated b	th parties in this transaction in a ne	eutral capacity. Dual a he transaction and they prokerage acting as a di	gency is further explained on the back will protect all parties' confidential ual agent in this transaction has a	
B	represent only the (check one) In represent his/her own best interest	seller or Duyer in this transact st. Any information provided the	tion as a client. The ott agent may be disclosed	her party is not represented and agrees I to the agent's client.	to
		CONSI	ENT		
		ionships as we enter into this real of formation regarding dual agency of	explained on the back of		I
	BUYER/TENANT	DATE .	SELLERVLANDIORD	Spinder DAYF	
	BUYER/TENANT	DATE	SELLEP/LAN/LLORD	DATE	

Auction Conducted By: Don R. Wallick Auctions, Inc. Auctioneers: Don R. Wallick Brennan R. Wallick Ryan W. Wallick

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