

# ***Don R. Wallick Auctions, Inc.***

965 N. Wooster Avenue - Strasburg, Ohio 44680 - [www.WallickAuctions.com](http://www.WallickAuctions.com)

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30-0000063.009  
 SPINDEN BRIAN G & ELIZABETH K

3

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MAP NUMBER

PARCEL

PROPERTY CLASS  
103

2/24/09 LWD \$ 22110

7 - 12 - 2 11.055A 11.0550

STONELICK FARMS LLC

BOOK PAGE

ADDRESS OF PROPERTY

OF  
CARD NUMBER

OWNERSHIP

DATE

SELLING PRICE

	2008	20	20	20	20	20	20	20
LAND	12386							
IMPROVEMENTS	12386							
TOTAL	4330							
LAND	4330							
IMPROVEMENTS								
TOTAL	4330							

LAND DATA AND COMPUTATIONS

TYPE	FRONTAGE	DEPTH	UNIT VALUE	DEPTH FACTOR	ACTUAL VALUE	INF. FAC. %	TRUE VALUE	TRUE VALUE	MEMO
FRONT LOT									
REAR LOT									
EFFECTIVE									
PRIMARY SITE									
TILLABLE									
PASTURE									
WOODLAND									
BUSHLAND									
ORCHARD									
WASTELAND									
HIGHWAY R.O.W.									
BALANCE									
	11 055	11 20							
		ACRES							
		ACRES							
		ACRES							
		ACRES							
		ACRES							
		ACRES							
		ACRES							
		ACRES							
TOTAL ACRES									

PROPERTY FACTORS

TOPOGRAPHY	TOPOGRAPHY	STREET or ROAD	DISTRICT
EVEL	WATERSYSTEM WELL	PAVED	IMPROVING
RSH	SEWER/SEPTIC	GRAVEL/DIRT/CLIMB.	STATIC
OW	GAS	SIDEWALK	DECLINING
TOLLING	ELECTRIC	CURB/CUTTER	ALIGHTED
SM/ADRY	A/I	GEAR	TRAINING

COMPUTATIONS

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 equally 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.) User	# Common Users	Prorata Share Per
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

<b>Total Cost Per User</b>	
<b>Section #2</b>	
Spinden	\$625.00
Harless	\$625.00
Countrytyme	\$625.00
Bair	\$625.00

<b>Total Combined Cost Per User</b>	
<b>Section #3</b>	
Harless	\$1,000.00
Countrytyme	\$1,000.00
Bair	\$1,000.00

<b>Total Cost Per User</b>	
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.

[The rest of this page is left intentionally blank]

**YOU ARE  
HERE** 

Tract 11  
11.0 Acres +/-

Tract 10  
22.8 Acres +/-

50' RIGHT - OF WAY

Tract 9  
8.4 Acres +/-

6  
es +/-

act 5  
Acres +/-

DUNNAP ROAD

Tract 8  
8.5 Acres +/-

799



# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. 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.)

Property Address: 11.055 DUNLAP ROAD 30-0000063.009 TIPPECANOE

Buyer(s): \_\_\_\_\_

Seller(s): BRIAN G. AND ELIZABETH K. SPINDEN

### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

### II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) DON R. WALLICK AUCTIONS and real estate brokerage PISCOCRA-MATHIAS REALTY will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
- represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

### CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

X Brian H Spinden  
SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

X Elizabeth Spinden  
SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_



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

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