

**EXHIBIT A
LEGAL DESCRIPTION**

Surveyor's Description - Part of Parcel No. 073-330978-00.000 - Lot A - 1.000 Acre

This parcel herein described is known as being the same lands conveyed to Greg A. Sorg and Jennifer A. Sorg as described in Instrument No. 200104240013374 and is situated in and part of Lot 4, in Union Township, township 17 North in Range 18 West in the Refugee Lands of Licking County, Ohio and is better described as follows:

Beginning for reference at the Southeast Corner of Lot 4;

Thence, with the south line of Lot 4 and the north line of Donna M. Freas, Tr., (Cash Keystone Inheritance Trust) (Instr. No. 200807310017471), North 86 degrees 42 minutes 56 seconds West, 1216.08 feet to an existing 5/8" iron pin;

Thence, continuing with the said line, North 85 degrees 20 minutes 31 seconds West, 188.43 feet to an existing 5/8" iron pin;

Thence, with the east line of the said Donna M. Freas, Tr. (Cash Keystone Inheritance Trust) (Instr. No. 20080731001747), North 3 degrees 01 minutes 16 seconds East, 367.77 feet to a set 5/8" iron pin and the true point of beginning;

Thence, with the east line of the said Donna M. Freas, Tr. (Cash Keystone Inheritance Trust) (Instr. No. 200807310017471), North 3 degrees 01 minutes 16 seconds East, passing an existing 5/8" iron pin at 211.36 feet, a total distance of 251.36 feet to a point in the center of National Road (U.S. Route 40);

Thence, with the said road, North 88 degrees 49 minutes 21 seconds East, 169.66 feet to a point;

Thence, leaving the said road, and through the Sorg parcel, the following (2) two courses:

1.) South 3 degrees 05 minutes 50 seconds West, passing a set 5/8" iron pin at 40.00 feet, a total distance of 264.01 feet to a set 5/8" iron pin;

2.) Thence, North 86 degrees 54 minutes 10 seconds West, 168.85 feet to true point beginning.

Containing 1.000 Acre and being subject to all legal roads, easements and restrictions of record.

Also: a 60 feet X 70 feet Septic Easement better described as follows:

Beginning for a reference at the Southeast Corner of Lot 4;

Thence, with the south line of Lot 4 and the north line of Donna M. Freas, Tr. (Cash Keystone Inheritance Trust) (Instr. No. 200807310017471), North 86 degrees 42 minutes 56 seconds West, 1216.08 feet to an existing 5/8" iron pin;

Thence continuing with the said line, North 85 degrees 20 minutes 31 second West, 188.43 feet to an existing 5/8" iron pin;

Thence, with the east line of the said Donna M. Freas, Tr. (Cash Keystone Inheritance Trust) (Inst. No. 200807310017471), North 3 degrees 01 minutes 16 seconds East, 367.77 feet to a set 5/8" iron pin;

Thence, through the Sorg parcel, South 86 degrees 54 minutes 10 seconds East, 128.85 feet to the True Point of Beginning;

Thence, continuing through the Sorg parcel, the following (4) four courses:

- 1.) South 86 degrees 54 minutes 10 seconds East, passing a set 5/8" iron pin at 40.00 feet, a total distance of 60.00 feet to a point on the east line of the Sorg parcel;
- 2.) Thence, South 0 degrees 05 minutes 50 seconds West, 70.00 feet to a point on the east line of the Sorg parcel;
- 3.) Thence, North 86 degrees 54 minutes 10 seconds West, 60.00 feet to a point;
- 4.) Thence, North 0 degrees 05 minutes 50 seconds East, 70.00 feet to the true point of beginning.

COMMON ACCESS DRIVE EASEMENT AND SHARED MAINTENANCE AGREEMENT

Greg A. Sorg and Jennifer A. Sorg for valuable considerations paid and the agreements set forth below, hereby grants to Greg A. Sorg and Jennifer A. Sorg (their heirs and assigns), a shared access easement for common driveway purposes appurtenant to and for the common use and benefit of the residential and commercial building(s) currently located upon each lot respectively for a perpetual, common, non-exclusive means of ingress and

egress from said lots to National Road (U.S. Route 40) over the following real property:

An access easement along the existing drive way across the existing parking lot for the 1.000 acre parcel (LOT A) on the northwest corner of this parcel and is better described as follows:

Beginning for a reference at the Southeast Corner of Lot 4;

Thence, with the south line of Lot 4 and the north line of Donna M. Freas, Tr., (Cash Keystone Inheritance Trust) (Instr. No. 200807310017471), North 86 degrees 42 minutes 56 seconds West, 1216.08 feet to an existing 5/8" iron pin;

Thence, continuing with the said line, North 85 degrees 20 minutes 31 seconds West, 188.43 feet to an existing 5/8" iron pin;

Thence, with the east line of the said Donna M. Freas, Tr. (Cash Keystone Inheritance Trust) (Instr. No. 200807310017471), North 3 degrees 01 minutes 16 seconds East, 367.77 feet to a set 5/8" iron pin;

Thence, through the Sorg parcel, South 86 degrees 54 minutes 10 seconds East, 51.20 feet to the true point of beginning;

Thence, continuing through the Sorg parcel, the following (6) six courses:

- 5.) North 11 degrees 38 minutes 31 seconds West, 120.85 feet to a point;
- 6.) Thence, North 0 degrees, 58 minutes 31 seconds West, 95.66 feet to a point on the south line of National Road (U.S. Route 40);
- 7.) Thence, with the said road, North 88 degrees 49 minutes 21 seconds East, 20.00 feet to a point;
- 8.) Thence, leaving the said road, South 0 degrees 58 minutes 31 seconds East, 93.86 feet to a point;
- 9.) Thence, South 11 degrees 38 minutes 31 seconds East, 124.25 feet to a point on the north line of the 1.724 Acres (Lot B);
- 10.) Thence, with the north line of the said 1.724 Acres (Lot B), North 86 degrees 54 minutes 10 seconds West, 20.68 feet to the True Point of Beginning.

In consideration of the premises, grant of the easement, covenants contained herein and other good and valuable consideration, Grantor and Grantee hereby agree that Lots A (1.000 acres) and B (1.724 acres) are hereafter subject to this perpetual and non-exclusive shared access easement and the maintenance agreement contained herein and the owners of said lots, the

heirs, successors and assigns shall take ownership subject to them. The parties further agree:

1. Said shared driveway shall be appurtenant to Lots A and B for the use and benefit of the owners of said lots, their heirs, successors, assigns, successors in title and all persons using the same for the benefit of any of them to freely pass and repass on foot or with vehicles for all lawful purposes incident or proper to the use and enjoyment of their lands.

2. The improved surface of the driveway shall be located on the existing parking lot for Lot A and the existing asphalt drive and apron extending southward from the parking lot for Lot A. The existing asphalt drive extending southward from the existing parking lot shall have a maximum width of (14) fourteen feet with the exception of the apron where the improved driveway surface meets the improved parking lot. The entire length of the (20') TWENTY FOOT ACCESS DRIVE EASEMENT shall be across Lot A.

3. The parties shall jointly maintain, improve and keep in good repair the easement described herein and improvements thereon and shall mutually agree upon all maintenance, improvement and repair. The terms "maintenance", "improvement" and "repair" in the context of this easement shall generally refer to, but shall not be limited to the following activities:

- a.) The placement of gravel, stone, cement or bituminous aggregate within the improved driveway and apron area as well as the easement area across the parking Lot on Lot A.
- b.) The removal and or trimming of vegetation and tree debris within the easement area where applicable.
- c.) The removal of snow and mud within the easement area.
- d.) The surface preparation and sowing or erosion control seed material outside of the improved driveway area to mitigate erosion and offsite sedimentation.

4. Each owner(s) of Lots A and B shall have the obligation of maintaining the easement and shall share the cost of maintaining and repairing the easement, improved driveway and other improvement(s) in the following proportions: Fifty percent (50%) of the cost shall be borne by the owner(s) of Lot A. Fifty percent (50%) of the cost shall be borne by the owner(s) of Lot B.

5. Any damage or change resulting from the extraordinary uses such as construction traffic usage caused by the owner(s) of either lot, other than wear and tear, shall be repaired and paid by such owner(s). Said completed repairs shall meet or exceed the condition of the driveway it is pre-disturbed state and shall be completed within 30 days from the date of damage.

6. If any owner improves the improved driveway beyond the specifications mutually agreed upon by the owner(s) of Lots A and B, the Lot owner(s) making the improvement shall do so at their own expense. The other lot owner(s) shall not be held responsible for maintaining the drive beyond the construction specifications mutually agreed upon, however, shall remain obligated to pay its share of the maintenance expenses up to the mutually agreed upon construction specification. Furthermore, if the owner(s) of a Lot makes improvements or repairs to the driveway without the prior written agreement of the abutting lot owner(s). Said owner(s) shall bear the entire cost of said repair and/or improvement.

7. The owners of Lots A and B shall be required to construct and maintain, at their own expense, access driveways situated on each individual lot for the connection to the common driveway. Neither lot owner shall obstruct or permit obstruction of said shared driveway in any manner whatsoever. The parking vehicles within the improved surface area of the driveway in such a manner that restricts access is prohibited.

8. In the event of a dispute regarding maintenance, improvement or repair arises between the owner(s) of Lots A and B for the costs thereof, said dispute shall be submitted to resolution by binding arbitration. Except as otherwise provided therein, arbitration shall be pursuant to the provisions of Chapter 2711 of the Ohio Revised Code. Within fifteen (15) days after an owner(s) give written notice to the other of the dispute or controversy and demands arbitration, the parties shall mutually agree upon an independent arbitrator. If the parties are unable to agree, an arbitrator shall be appointed as provided in Ohio Revised Code Chapter 2711. The arbitration hearing shall be held no more than (45) forty-five days from the appointment of the arbitrator and shall make a decision within (30) days of the hearing, unless the owners agree in writing to an extension. The parties shall share equally all costs of arbitration.

This easement or the covenants herein may be modified only upon the written agreement of all the owners of Lots A and B. Not modification shall be effective until it is recorded in the Licking County Recorder's Office. The requirement for the shared common access driveway is a condition of approval of Licking County Planning Commission (LCPC) Minor Subdivision /

Lot Split Application No. 2018-076 and shall not be removed without the prior written approval of the LCPC board and the Licking County Engineer.

North is based on the Ohio State Plane Co-ordinate System - South Zone secured by GPS. the bearings, uses in this description, show the relationship of the angles of the property lines and are not based on true bearings. Iron ins set are 5/8" X 30" Rebar with a plastic ID cap stamped "Boeshart S-6512". I, Paul J. Boeshart, hereby certify that the above description represents a true and correct survey and all measurement were made under my direct supervision in accordance with Chapter 4733-37 of the Ohio Administration Code, in April, 2018.

Property commonly known as: 1060 National Road, Hebron, OH 43025

Permanent Parcel Number: 073-330978-00.000

Prior Deed Reference: Instrument No. 201901280001616

END OF LEGAL DESCRIPTION

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED <input checked="" type="checkbox"/>	CONDITIONAL <input type="checkbox"/>
APPROVED BY: <i>AM</i>	
DATE: 03-15-23	