

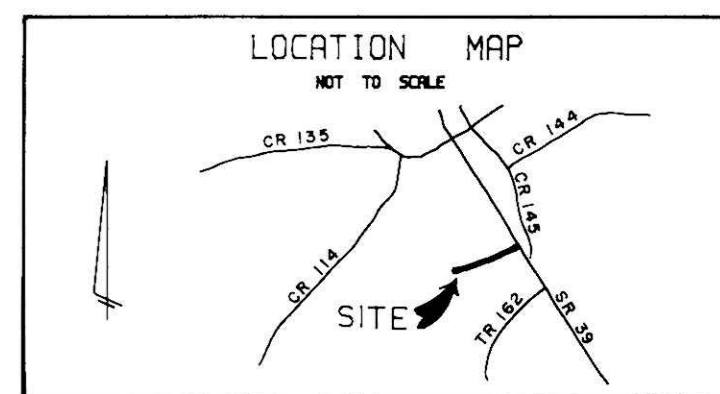
| ACREAGE BREAKDOWN              |             |
|--------------------------------|-------------|
| HENRY P. AND LOVINA M. SCHROCK |             |
| 2.22 ACRES                     | 0.117 ACRES |
| 2.30 ACRES                     | 0.126 ACRES |
| 5.67 ACRES                     | 0.150 ACRES |
| HENRY C. AND ELSIE BEACHY      |             |
| 10.62 ACRES                    | 0.720 ACRES |
| 4.28 ACRES                     | 0.119 ACRES |
| WILLIAM E. AND LYDIAN BEACHY   |             |
| 103.46 ACRES                   | 0.210 ACRES |
| <hr/>                          |             |
| TOTAL ACREAGE PRIVATE DRIVE    | 1.442 ACRES |
| TOTAL ACREAGE SUBDIVISION      | 6.962 ACRES |

TERMS OF MAINTENANCE AGREEMENT

TO HAVE AND TO HOLD TO EACH PARTY, THE EASEMENT AND RIGHT-OF-WAY AS APPURTENANT TO THEIR RESPECTIVE PROPERTIES FOR THE USE AND BENEFIT OF THEMSELVES, AND THEIR HEIRS AND ASSIGNS, AND ALL PERSONS USING THE SAME FOR THE BENEFIT OF ANY OF ANY OF THEM TO FREELY PASS AND REPASS ON FOOT OR WITH VEHICLES FOR ALL LAWFUL PURPOSES INCIDENT OR PROPER TO THE ENJOYMENT OF THEIR LANDS AS RESIDENTIAL PROPERTIES. AND IN CONSIDERATION OF THE MUTUAL GRANTS AND AGREEMENTS HEREIN, IT IS MUTUALLY AGREED:

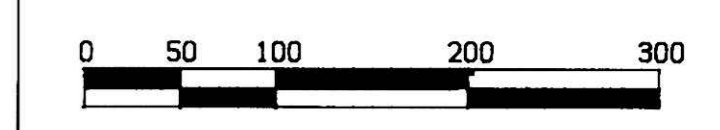
1. THAT THE ABOVE DESCRIBED PRIVATE DRIVEWAY SHALL BE MAINTAINED AND REPAIRED IN COMMON BY THE PARTIES ON A PRO-RATED BASIS AS TO THE LENGTH OF THE ROADWAY BEING USED BY EACH PARTY ACCORDING TO STANDARDS AND SPECIFICATIONS SET BY THE MAJORITY VOTE OF THE PARTIES, THEIR HEIRS AND ASSIGNS.
2. THAT THE COSTS OF MAINTENANCE AND REPAIR OF SAID DRIVEWAY, INCLUDING SNOW REMOVAL, SHALL BE SHARED EQUALLY BY THE PARTIES.
3. THAT NO PARTY WILL OBSTRUCT, OR PERMIT OBSTRUCTION OF SAID DRIVEWAY IN ANY MANNER WHATSOEVER.
4. THAT THIS AGREEMENT IS INTENDED BY ALL PARTIES TO BE THE SOLE AGREEMENT BY, BETWEEN AND AMONG THEM FOR THIS PRIVATE DRIVEWAY.
5. THAT THE CONVEYANCES AND COVENANTS HEREIN CONTAINED SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THE HEIRS AND ASSIGNS OF THE PARTIES HERETO.
6. IN THE EVENT OTHER TRACTS ARE SOLD ADJOINING THIS PRIVATE ROAD, THE OWNERS OF SAID TRACTS WOULD ALSO BE BOUND BY ALL TERMS OF THIS AGREEMENT.

1951  
 OCT 30 1995  
 FEE \$139.60  
 RECORDED  
 D. Mathis



PLYE SURVEYING  
 834 COOKSON AVE. SE.  
 NEW PHILADELPHIA, OHIO  
 44663

- DENOTES I.P. SET, 5/8
  - DENOTES I.P. FOUND
- DOCUMENTS USED WERE DEEDS, VOL. & PGS. AS SHOWN. BEARINGS ARE ORIENTED TO AN ASSUMED NORTH AND DENOTE ANGLES ONLY.



I HEREBY CERTIFY THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*John P. Pyle*

**SCHROCK SUBDIVISION**  
 PLAT OF PRIVATE DRIVE  
 SW 1/4 SECTION 21, T-9, R-5

|                           |                     |                      |
|---------------------------|---------------------|----------------------|
| SCALE:<br>1/8" = 100'     | APPROVED BY:<br>LWJ | DRAWN BY:<br>LWJ     |
| DATE:<br>JANUARY 14, 1993 | REVISOR BY:<br>LWJ  | DATE:<br>MAY 6, 1993 |

WALNUTCREEK TOWNSHIP  
 HOLMES COUNTY, OHIO

PAGE NO. \_\_\_\_\_ DRAWING NO. \_\_\_\_\_

IT IS HEREBY UNDERSTOOD THAT MAINTENANCE OF THE PRIVATE DRIVE SHOWN HEREON SHALL BE BOURNE BY THE OWNERS ABUTTING SAID DRIVE, AND THAT NO PUBLIC ENTITY SHALL BE OBLIGATED IN ANY MANNER FOR THE MAINTENANCE OF SAID DRIVE.

THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN HEREON, HEREBY DECLARE THE PRIVATE DRIVE ACCORDING TO THE TERMS AND CONDITIONS AS SET FORTH IN THE DECLARATION OF ROAD RIGHT-OF-WAY AND MAINTENANCE AGREEMENT OF RECORD IN VOLUME \_\_\_\_\_ AT PAGE \_\_\_\_\_ OF THE HOLMES COUNTY DEED RECORDS.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS 12<sup>th</sup> DAY OF November, 1994.

*Henry P. Schrock*  
 OWNER  
 \_\_\_\_\_ WITNESS

*Lovina M. Schrock*  
 OWNER  
 \_\_\_\_\_ WITNESS

*Henry C. Beachy*  
 OWNER  
 \_\_\_\_\_ WITNESS

*Elsie Beachy*  
 OWNER  
 \_\_\_\_\_ WITNESS

OWNER \_\_\_\_\_ WITNESS \_\_\_\_\_

*Henry P. Beachy*  
 OWNER  
 \_\_\_\_\_ WITNESS \_\_\_\_\_

*Lovina M. Beachy*  
 OWNER  
 \_\_\_\_\_ WITNESS \_\_\_\_\_

*Henry C. Beachy*  
 OWNER  
 \_\_\_\_\_ WITNESS \_\_\_\_\_

*Elsie Beachy*  
 OWNER  
 \_\_\_\_\_ WITNESS \_\_\_\_\_

Note: Lot # 1 was not resurveyed. Dimensions on Lot # 1 shown hereon are from the deed recorded in Vol. 189 Pg. 508 of the Holmes County Deed Records.

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE HOLMES COUNTY REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON.

5/6, 1993  
*John P. Pyle*  
 REGISTERED SURVEYOR NO. 6533

I HEREBY CERTIFY THAT THE HOLMES COUNTY COMMISSIONERS HAVE APPROVED THE PLAT OF A PRIVATE DRIVE AS SHOWN HEREON.

11-7, 1994.  
*Leah W. Miller*  
 CHAIRMAN, COUNTY COMMISSIONERS

I HEREBY CERTIFY THAT THE PLAT OF A PRIVATE DRIVE SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR HOLMES COUNTY, OHIO, WITH THE EXCEPTION OF SUCH VARIANCES IF ANY, AS ARE NOTED IN THE MINUTES OF THE HOLMES COUNTY REGIONAL PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER.

11-15, 1994.  
*Thomas R. Magante*  
 HOLMES COUNTY REGIONAL PLANNING COMMISSION

I HEREBY CERTIFY THAT THE HOLMES COUNTY ENGINEER HAS APPROVED THE PLAT OF A PRIVATE DRIVE AS SHOWN HEREON.

10/26, 1994.  
*Robert L. Kasner A.E.P.S.*  
 HOLMES COUNTY ENGINEER

NOTE: ALL PARCELS ARE SERVED BY EXISTING SEPTIC SYSTEMS  
 -f- INDICATES DIRECTION OF FLOW OF DRAINAGE DITCH

OWNER: HENRY P. AND LOVINA M. SCHROCK  
 R.D. #1 SUGARCREEK, OHIO 44681

OWNER: HENRY C. AND ELSIE BEACHY  
 R.D. #1 SUGARCREEK, OHIO 44681

OWNER: WILLIAM E. AND LYDIAN BEACHY  
 R.D. #1 SUGARCREEK, OHIO 44681

APPROVED BY HOLMES COUNTY HEALTH DEPARTMENT  
*Wendy Andrews*  
 HOLMES COUNTY HEALTH DEPARTMENT

APPROVED BY SOIL CONSERVATION SERVICE  
*W. Mast*  
 SOIL CONSERVATION SERVICE