

AMENDED AND RESTATED DRIVEWAY AGREEMENT/EASEMENT
For Ingress and Egress Purposes

This Amended and Restated Driveway Agreement/Easement is made and entered into by the undersigned parties, effective on the date the last Owner executes this document, who are the Owners of the land contiguous to the subject driveway/easement area, including:

1. **DANIEL F. CRUM and MARTHA ANNE G. PICKARD, both unmarried, owners of 21 THIRTY ACRES LANE aka PP# 32-00793 & 32-00794, aka Parcel 1, aka Parcel "B" fully described in the attached Exhibit "1;"**
2. **DAVID H. KELLING, KATRINA C. KELLING and KRISTIN A. KELLING, Trustees of the Kelling Family Trust of December 12, 2011, owners of 15 THIRTY ACRES LANE aka PP# 32-00344, aka Parcel 2, aka Parcel "C," fully described in the attached Exhibit "2;"**
3. **DEAN A. YOUNG, TRUSTEE, owner of 5 THIRTY ACRES LANE aka PP# 32-00345, aka Parcel 3, fully described in the attached Exhibit "3;"**
4. **MARY MELINDA MORSE, owner of 8 THIRTY ACRES LANE aka PP# 32-01264 aka Parcel 4, fully described in the attached Exhibit "4;"**
5. **GEORGE FADDOUL and ALICE GOUMAS, both unmarried, owners of 16 THIRTY ACRES LANE aka PP# 32-01615, aka Parcel 5, fully described in the attached Exhibit "5;"**
6. **ALBERTA L. KELVIE, owner of 22 THIRTY ACRES LANE aka PP# 32-01616 aka Parcel 6, fully described in the attached Exhibit "6;"**
7. **KATHLEEN L. EITEL, owner of 28 THIRTY ACRES LANE aka PP# 32-00425, aka Parcel 7, fully described in the attached Exhibit "7;"**
8. **MARK GRAHAM, NICHOLAS GRAHAM, and GREGORY BRUCE JANIK owners of 36 THIRTY ACRES LANE aka PP# 32-03738 & 32-03993 aka Parcel 8, fully described in the attached Exhibit "8;"**
9. **Thirty Pines Partnership of 48 THIRTY ACRES LANE aka PP# 32-02680 aka Parcel 9, fully described in the attached Exhibit "9."**

Recitals

WHEREAS, an access driveway/easement area was originally filed and entered into by **DAMRIS SPRAGUE, DEBORAH J. SANFORD, JAMES R. SANFORD and ANNE ELIZABETH CRUM** for their mutual benefit on the property known as Parcel "A," fully described in Exhibit "A;"

WHEREAS, the undersigned are the current Owners of the above-described property and desire to restate and amend the Driveway Agreement/Easement for ingress and egress purposes; and

WHEREAS, the parties hereto deem it necessary and appropriate to amend the original Driveway/Easement area described in Exhibit "A" to include additional property described in **Exhibits "B" and "C;"** and shown on **Exhibit "E."**

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Owners hereby agree to restate and amend the Driveway Agreement/Easement as follows:

Article I. Description of Driveway

1. The original Driveway area described in **Exhibit "A"** shall be increased by the addition of the properties described in **Exhibits "B" and "C."** The Owners, **DANIEL F. CRUM and MARTHA ANNE G. PICKARD**, and **DAVID H. KELLING, KATRINA C. KELLING, and KRISTIN A. KELLING, Trustees of the Kelling Family Trust of December 12, 2011**, of the properties described in **Parcel "B" and Parcel "C," respectively**, described as **Exhibits "B" and "C,"** have granted an easement for all driveway purposes subject to the terms of this agreement/easement.
2. The driveway area shall continue to serve as a perpetual access driveway for ingress and egress purposes benefiting the undersigned Owners, their heirs, assigns, and successors.

Article II. Inclusion of Official Personnel

The Owners of this Amended and Restated Driveway Agreement/Easement hereby expressly include the City of Hudson, Ohio; County of Summit, Ohio; and State of Ohio, which are not Owners, as beneficiaries for all official business and/or safety purposes, as part of the ingress and egress rights established under this Agreement/Easement.

Article III. Maintenance and Repair of Driveway Area

All of the contiguous Owners and Beneficiaries of this Amended and Restated Driveway Agreement/Easement, who benefit from or utilize the driveway described herein, and their respective heirs, successors, and assigns (collectively, the “Participating Owners and Beneficiaries”), shall have the non-exclusive right to use the driveway area for purposes of ingress and egress.

1. **Shared Responsibility:** The Owners shall be jointly responsible for maintaining the “Driveway Area” in a condition reasonably suitable for vehicular travel. The cost of all ordinary maintenance, repairs, and improvements shall be shared equally among the Owners, unless otherwise agreed in writing by all affected Owners.
2. The Owner and assigns of the property described in **Exhibit “1-9”** shall be responsible for the following improvements to the Driveway Area as described in **Exhibit “D.”**
3. **Standard of Maintenance:** Maintenance shall include, but is not limited to, snow removal, patching, resurfacing, grading (if unpaved), and removal of debris or obstructions. All such maintenance shall be performed in a timely and workmanlike manner, consistent with generally accepted standards for residential driveways in the area.
4. **Emergency Repairs:** In the event of damage to the Driveway Area requiring immediate attention, any Owner may undertake necessary emergency repairs. The costs of such emergency repairs shall be shared equally unless the damage was caused by the negligent or intentional conduct of a specific Owner, in which case that specific Owner shall bear full responsibility.
5. **No Obstruction:** No Owner shall obstruct, block, or otherwise interfere with the free and uninterrupted use of the driveway area by others entitled to its use.

Article IV. Binding Effect

This Amended and Restated Driveway Agreement/Easement shall be binding upon and inure to the benefit of the undersigned Owner, their heirs, assigns, successors, and any other Owner legally entitled to benefit from the driveway.

Article V. Execution

This Agreement/Easement shall be executed by all Owners whose names appear below. Each signature signifies acceptance of the terms and conditions of this Amended and Restated Driveway Agreement/Easement.

AND FOR VALUABLE CONSIDERATION, CHRISTOPHER GRAHAM, spouse of **LISA HEIDI GRAHAM**, does hereby remise, release and forever quit-claim all right and expectancy of Dower in the above-described premises.

The above recitals are hereby included in the terms of this agreement/easement.

Signatures

IN WITNESS WHEREOF, the undersigned Owners have executed this Agreement/Easement as of the last date written below.

OWNERS

DEAN A. YOUNG, TRUSTEE
5 Thirty Acres Lane aka Parcel 3

MARY MELINDA MORSE
8 Thirty Acres Lane aka Parcel 4

KATRINA C. KELLING, TRUSTEE
15 Thirty Acres Lane aka Parcel 2

KRISTIN A. KELLING, TRUSTEE
15 Thirty Acres Lane aka Parcel 2

DAVID H. KELLING, TRUSTEE
15 Thirty Acres Lane aka Parcel 2

GEORGE FADDOUL
16 Thirty Acres Lane aka Parcel 5

ALICE GOUMAS
16 Thirty Acres Lane aka Parcel 5

DANIEL F. CRUM aka Parcel 1
21 Thirty Acres Lane

MARTHA ANNE G. PICKARD
21 Thirty Acres Lane aka Parcel 1

ALBERTA L. KELVIE
22 Thirty Acres Lane aka Parcel 6

KATHLEEN L. EITEL
28 Thirty Acres Lane aka Parcel 7

MARK GRAHAM
36 Thirty Acres Lane aka Parcel 8

NICHOLAS GRAHAM
36 Thirty Acres Lane aka Parcel 8

GREGORY BRUCE JANIK

36 Thirty Acres Lane aka Parcel 8

Thirty Pines Partnership

By _____

John Carse – Managing Partner

48 Thirty Acres Lane aka Parcel 9

STATE OF OHIO)
) SS:
_____ COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **MARY MELINDA MORSE**, Owner, declaring that she did sign this instrument for the purpose stated herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025. This is an acknowledgment as defined by Ohio Revised Code Section 147.011, and no oath or affirmation was administered to the signer(s).

NOTARY PUBLIC

STATE OF OHIO)
) SS:
_____ COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **DEAN A. YOUNG, Trustee**, Owner, declaring that he did sign this instrument for the purpose stated herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025. This is an acknowledgment as defined by Ohio Revised Code Section 147.011, and no oath or affirmation was administered to the signer(s).

NOTARY PUBLIC

STATE OF OHIO)
) SS:
_____ COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **DAVID H. KELLING, Trustee**, Owner, declaring that he did sign this instrument for the purpose stated herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025. This is an acknowledgment as defined by Ohio Revised Code Section 147.011, and no oath or affirmation was administered to the signer(s).

NOTARY PUBLIC

STATE OF OHIO)
) SS:
_____ COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **KATRINA C. KELLING, Trustee**, Owner, declaring that she did sign this instrument for the purpose stated herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025. This is an acknowledgment as defined by Ohio Revised Code Section 147.011, and no oath or affirmation was administered to the signer(s).

NOTARY PUBLIC

STATE OF OHIO)
) SS:
_____ COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **KRISTIN A. KELLING, Trustee**, Owner, declaring that she did sign this instrument for the purpose stated herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025. This is an acknowledgment as defined by Ohio Revised Code Section 147.011, and no oath or affirmation was administered to the signer(s).

NOTARY PUBLIC

STATE OF OHIO)
) SS:
_____ COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **GEORGE FADDOUL**, Owner, declaring that he did sign this instrument for the purpose stated herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025. This is an acknowledgment as defined by Ohio Revised Code Section 147.011, and no oath or affirmation was administered to the signer(s).

NOTARY PUBLIC

STATE OF OHIO)
) SS:
_____ COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **ALICE GOUMAS**, Owner, declaring that she did sign this instrument for the purpose stated herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025. This is an acknowledgment as defined by Ohio Revised Code Section 147.011, and no oath or affirmation was administered to the signer(s)

NOTARY PUBLIC

STATE OF OHIO)
) SS:
_____ COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **KATHLEEN L. EITEL**, Owner, declaring that she did sign this instrument for the purpose stated herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025. This is an acknowledgment as defined by Ohio Revised Code Section 147.011, and no oath or affirmation was administered to the signer(s).

NOTARY PUBLIC

STATE OF OHIO)
) SS:
_____ COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **ALBERTA L. KELVIE**, Owner, declaring that she did sign this instrument for the purpose stated herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025. This is an acknowledgment as defined by Ohio Revised Code Section 147.011, and no oath or affirmation was administered to the signer(s).

NOTARY PUBLIC

STATE OF OHIO)
) SS:
_____ COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **MARK GRAHAM** Owner, declaring that he did sign this instrument for the purpose stated herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025. This is an acknowledgment as defined by Ohio Revised Code Section 147.011, and no oath or affirmation was administered to the signer(s).

NOTARY PUBLIC

STATE OF OHIO)
) SS:
_____ COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **NICHOLAS GRAHAM** Owner, declaring that he did sign this instrument for the purpose stated herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025. This is an acknowledgment as defined by Ohio Revised Code Section 147.011, and no oath or affirmation was administered to the signer(s).

NOTARY PUBLIC

STATE OF OHIO)
) SS:
_____ COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **GREGORY BRUCE JANIK**, Owner, declaring that he did sign this instrument for the purpose stated herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025. This is an acknowledgment as defined by Ohio Revised Code Section 147.011, and no oath or affirmation was administered to the signer(s).

NOTARY PUBLIC

STATE OF OHIO)
) SS:
_____ COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **DANIEL F. CRUM**, Owner, declaring that he did sign this instrument for the purpose stated herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025. This is an acknowledgment as defined by Ohio Revised Code Section 147.011, and no oath or affirmation was administered to the signer(s).

NOTARY PUBLIC

STATE OF OHIO)
) SS:
_____ COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **MARTHA ANNE G. PICKARD**, Owner, declaring that she did sign this instrument for the purpose stated herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025. This is an acknowledgment as defined by Ohio Revised Code Section 147.011, and no oath or affirmation was administered to the signer(s).

NOTARY PUBLIC

STATE OF OHIO)
) SS:
_____ COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **THIRTY PINES PARTNERSHIP, Owner, by John Carse – Managing Partner**, declaring that he did sign this instrument for the purpose stated herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025. This is an acknowledgment as defined by Ohio Revised Code Section 147.011, and no oath or affirmation was administered to the signer(s).

NOTARY PUBLIC

This Instrument Prepared By:

Ronald M. Martin, Esq., # 0006512,
1615 Akron Peninsula Road, Ste. 102,
Akron, Ohio 44313
330-923-2451
ronaldmartin@neo.rr.com

EXHIBITS:

A: Original filed Easement:	Copy of Filed
B: New Easement on Crum Parcel 1:	Apex Survey
C: New Easement on Kelling Parcel 2:	Apex Survey
D: Amended and Revised Easement:	Ron Language combined
E: Map of Easement:	Apex Drawing with added identifications
1-9 attached hereto: Deeds of Parcels 1-9:	Copies of all 9 Parcels Current Deeds

PARCELS:

<u>#</u>	<u>Owner</u>
1	Crum etal
2	Kelling etal
3	Young etal
4	Morse
5	Faddoul, etal
6	Kelvie
7	Eitel
8	Janik, etal
9	Thirty Pines
A	Original Easeent
B	Crum
C	Kelling