

October 1, 1976

Auglaize County Regional
Planning Commission
Auglaize County Commissioners
Auglaize County Health Department
and
Auglaize County Engineer Department

Re: 5.013 Acres of Land to the East of T. S. R.
223 (Boundry Road, Union Township)

Gentlemen:

This letter evidences the intent of the undersigned, Clyde L. Shaw and Ruth A. Shaw, husband and wife, with respect to the following:

1. There has been submitted for approval to each of the above addressees a Plat of Survey, prepared by Thomas E. Kuck, registered surveyor #4996, under date of June 26, 1976. This Plat shows and describes a parcel of 5.013 acres of land, more or less (the "parcel"), being a portion of the property owned by the undersigned lying to the east of Boundry Road and to the north of T. S. R. 160. Said tract consists of a rectangle, approximately 735 feet by 270 feet, and a strip 20 feet wide and approximately 998.9 feet in length over which the rectangle is provided access to Boundry Road.

2. We understand that in order for the Plat to be approved, access to Boundry Road must be over a strip of land totalling 50 feet in width, and that this requirement may be met by adding to the 20-foot strip to be included within the parcel an easement for ingress and egress over an area (the "easement area") 30 feet in width contiguous to the 20-foot strip from the western boundary of said rectangular portion of the parcel to Boundry Road.

3. To induce you to give your approval to the above-mentioned Plat, the undersigned agree that, upon conveyance by them of the parcel following approval of the Plat, they will grant to the grantee of the parcel

an easement and right of way on substantially the following terms and conditions:

(a) The easement area shall be used for the purpose of vehicular and pedestrian ingress and egress to and from Boundry Road and the rectangular portion of the parcel, but only after full utilization of the 20-foot strip proves inadequate to provide such access.

(b) There shall be reserved to the undersigned, their heirs, personal representatives and assigns, the right to use the easement area for the planting, growing and harvesting of crops and other uses incidental thereto, all at their sole cost, liability and expense.

(c) In the event the grantee of said parcel is entitled to, and does, exercise the rights contemplated in (a) above and the enjoyment of the reservations contemplated in (b) above is diminished thereby, said grantee shall compensate the undersigned in the manner to be agreed upon and to be specified in the easement agreement.

(d) The owner of the parcel shall indemnify the undersigned and save them, their heirs, personal representatives and assigns, harmless from any and all loss, risk, liability and expense asserted or imposed due to the exercise and enjoyment of the easement rights contemplated above.

(e) The easement shall be appurtenant to the parcel and shall continue as long as the 20-foot strip is the only access to and from the parcel and public highways.

4. The foregoing is effective only upon approval by each of the above-mentioned addressees of the proposed Plat.

If the foregoing is acceptable to you, kindly evidence your agreement hereto by countersigning the dupli-

cate extra copies of this letter at the space indicated and return them to the undersigned in the return envelope provided.

Clyde L. Shaw
CLYDE L. SHAW

Ruth A. Shaw
RUTH A. SHAW

Auglaize County Regional
Planning Commission

By Raymond Stimmel
Commissioner JRS

Auglaize County Commissioners

By N/A JRS
Commissioner

Auglaize County Health
Department

By _____

Auglaize County Engineer

By Raymond Stimmel
JRS