

## **DECLARATION AND ACCESS EASEMENT AGREEMENT**

THIS DECLARATION AND ACCESS EASEMENT AGREEMENT (this “Declaration”) is granted as of April 1, 2025 (the “Effective Date”), by F. LEO GROFF, INC., an Ohio corporation (the “Declarant”), whose address is 1607 E. Perkins Ave., Sandusky, OH 44870.

### **RECITALS**

- A. Declarant is the fee simple title owner to certain real property located in the city of Sandusky, Erie County, Ohio, known as 516 W. Washington Street, having Erie County Auditor’s Permanent Parcel No. 59-00437.000, being more particularly described in **Exhibit A** attached hereto and made a part hereof (the “516 Parcel”).
- B. Declarant is also the fee simple title owner to certain real property located in the city of Sandusky, Erie County, Ohio, known as 604 W. Washington Street, having Erie County Auditor’s Permanent Parcel No. 59-00438.000, being more particularly described in **Exhibit B** attached hereto and made a part hereof (the “604 Parcel”).
- C. The 516 Parcel is adjacent to and abuts the 604 Parcel. The 516 Parcel and the 604 Parcel shall collectively be referred to as the “Parcels” and individually, each a “Parcel”. Groff and any future fee simple owners of the Parcels shall be referred to collectively as the “Owners” and individually, each an “Owner”.
- D. Declarant desires to enter into this Declaration to create certain rights, privileges and easements and to impose certain restrictions and covenants upon the respective Parcels.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, including the mutual promises, covenants and agreements herein

contained, the receipt and sufficiency of which is hereby acknowledged, the Declarant declares as follows:

ARTICLE I  
GRANT OF EASEMENTS

1.1 Grant of Reciprocal Easement for Access. Declarant hereby grants, for the benefit of each Owner, of each Parcel, its successors and assigns, a permanent and nonexclusive right and easement, over the Parcels, to use a driveway and parking area, for pedestrian and vehicular access to, from and between each Parcel, and the street abutting and adjacent to the Parcels known as Washington Street (the "Driveway") and for the use of the parking spaces and pedestrian and vehicular access to, from and between the parking spaces and Washington Street (the "Parking Spaces"). The Driveway and Parking Spaces are described in **Exhibit C** and depicted on **Exhibit D**, both of which are attached hereto and made a part hereof (the "Easement Area"). Declarant further grants for the benefit of the Owners of each Parcel, a permanent and nonexclusive right and easement, over the Easement Area, for the installation of underground or above-ground utility lines, improvements, equipment, and services serving each Parcel as the same may exist from time to time, and for the maintenance, inspection, repair, enhancement and replacement of such utilities.

1.2 Grant of Reciprocal Easement for Use of Parking Spaces. Declarant hereby grants, for the benefit of the Owner of the 604 Parcel, a permanent and nonexclusive right and easement, over the Easement Area, to use the parking spaces depicted on **Exhibit E**, attached hereto and made a part hereof, and labeled "9-16" (the "604 Parking Spaces") and for pedestrian and vehicular access to the same. Declarant further grants for the benefit of the Owners of the 516 Parcel, a permanent and nonexclusive right and easement, to use the parking spaces depicted on **Exhibit E**, attached hereto and made a part hereof, and labeled "1-8" (the "516 Parking Spaces") and for pedestrian and vehicular access to the same. Moreover, the Declarant hereby grants, for the benefit of the Owners of the Parcels, in common with the Owner of each Parcel, for the installation of improvements, equipment, and services serving the Parking Spaces as the same may exist from time to time and for the maintenance, inspection, repair, enhancement and replacement of the same. The use of the Easement Area by the Declarant or Declarants' successor in interest shall not impede access between the Parcels, the Parcels and Washington Street, or the Parking Spaces and Washington Street.

1.3 Maintenance of the Easement Area. Each Owner shall coordinate any material alteration or construction in the Easement Area which may be required for the necessary operation of each Parcel with the Owner of the other Parcel prior to the commencement of any such work in the Easement Area and shall use reasonable efforts to cause the performance of any such work not unreasonably to interfere with that Owner's continuing use of the Driveway and the Parking Spaces.

The Owner of the 604 Parcel shall be responsible for contracting and overseeing all maintenance and repair related to the Easement Area. All costs and expenses incurred in connection with the Owner of the 604 Parcel's maintenance, repair, snow removal, enhancement or replacement of the Driveway, Parking Spaces, signage, or any utilities located in the Easement Area shall be split equally between the Owners of each Parcel. The Owner of the 604 Parcel shall keep proper books and records detailing such costs and expenses and shall invoice the Owner of the 516 Parcel for its share of the expenses, which shall be paid by the Owner of the 516 Parcel within thirty (30) days of receipt of the

invoice. An Owner's failure to make any payment required by this Section as and when such payment is due and payable shall constitute an Event of Default hereunder and shall entitle the non-defaulting Owner to exercise the rights and remedies described in Section 2.2, below.

1.4 Signage. The Owner of the 516 Parcel shall install and maintain all signs for the 516 Parking Spaces. The Owner of the 604 Parcel shall install and maintain all signs for the 604 Parking Spaces and the Easement Area, including without limitation, any pylon or monument signs, traffic and no parking signs, directional signage, and other markers. All signage shall be kept clean, neat, and in good order, condition and repair, and shall be replaced and repaired upon the agreement of the Owners, as necessary or appropriate.

1.5 Reasonable Use of Easement. The easements granted herein shall be used and enjoyed by each Owner and its employees, agents and invitees in a cooperative manner so as not to unreasonably interfere with, obstruct or delay the use or operation of the other Owner's Parcel. No building or structure shall be erected within the Easement Area without the written consent of all the Owners.

1.6 Indemnity. Each Owner shall defend, indemnify and save harmless each other Owner from and against all loss, costs and expenses incurred by such other Owner and resulting from claims for bodily injury, wrongful death and property damage arising out of the respective indemnifying Owner's use and occupancy of the Easement Area and its use of the easements herein granted, unless such injury, death, or damage results from the gross negligence or willful or unlawful acts or omissions of the indemnified party.

1.7 Insurance. Each Owner shall obtain, at its own expense and in such coverage amounts as determined by the respective Owner, insurance policies with respect to the real estate and improvements on its own Parcel; provided, however, that no right to contribution shall exist in any other party by virtue of this insurance arrangement or otherwise. Any insurance required to be maintained hereunder may be through a blanket insurance policy or policies covering other property or insureds in addition to the persons and property specified hereunder. Within fifteen (15) days after request by an Owner, the other Owner shall deliver to the requesting Owner a certificate of each policy to be maintained or otherwise in effect upon the applicable Parcel.

1.8 Parking Rules. Each Owner, its employees, agents, and invitees shall, when using the Parking Spaces, observe and obey all signs regarding designated parking spots, fire lanes, handicap parking, and no parking zones, and when parking always park between designated lines. The Declarant reserves the right to tow away, or otherwise impound at the sole expense of the owner or operator, any vehicle which is improperly parked, parked in another's designated parking space, or parked in a no parking zone. Neither Owner shall assign any of its rights under this Agreement in connection with the Parking Spaces in any manner whatsoever without the prior written consent of the other Owner, which consent may be unreasonably withheld.

## ARTICLE II DEFAULT

2.1 Default. Upon an Event of Default, the non-defaulting Owner shall have the remedies set forth in Section 2.2 below.

2.2 Remedies. Upon the occurrence of an Event of Default, the non-defaulting Owner may elect any or all of the following remedies against the defaulting Owner:

(a) the right to cure such default and charge the cost thereof to the defaulting party together with interest at the prime rate as published in the Wall Street Journal on the initial day of such default, plus 4% per annum (not to exceed the maximum rate of interest allowed by law);

(b) the right to file suit to recover from the defaulting party all damages that may be sustained by reason of such default, including reasonable attorney's fees;

(c) the right to file suit against the defaulting party for specific performance of its obligations hereunder; or

(d) the right to file suit against the defaulting party for injunctive and/or declaratory relief.

2.3 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

2.4 No Termination for Breach. Notwithstanding the foregoing to the contrary, no Event of Default hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration.

### ARTICLE III MISCELLANEOUS

3.1 Waiver. No delay or omission by any Owner to exercise any right or power accruing upon any noncompliance or failure of performance by any other Owner under this Declaration shall impair any such right or power, be construed to be a waiver thereof or constitute a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained. No waiver shall be effective or binding unless made in writing.

3.2 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Ohio.

3.3 Notices. Any notice, demand, request consent or approval permitted or desired to be given under this Declaration (a "Notice") shall be in writing and delivered by personal delivery, or nationally recognized overnight delivery service to the following addresses:

F. LEO GROFF, INC.  
Attention: Kara Groff  
1607 E Perkins Avenue  
Sandusky, OH 44870  
[kara@GroffFamilyServices.com](mailto:kara@GroffFamilyServices.com)

With a copy to (which shall not constitute notice):

TRUAX LAW GROUP  
Attn: Angela M. Hare  
36718 Detroit Road  
Avon, Ohio 44011  
[Angela@truaxlawgroup.com](mailto:Angela@truaxlawgroup.com)

Any Owner may, at any time, change its address for the above purpose by mailing, as aforesaid, a notice stating the change and setting forth the new address to be effective ten (10) days after receipt by each receiving Owner. In the event of a change in ownership of a Parcel, any new Owner must provide written notice of the Ownership change to the other Owners within thirty (30) days of recording the deed related to the transfer of that Parcel.

3.4 Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope or content of this Declaration or in any way affect its provisions.

3.5 Recitals and Exhibits. Each of the Recitals and Exhibits to this Declaration are intended to be a part of the body hereof and are incorporated herein by reference.

3.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Declarant and its successors and assigns.

3.7 Agreement for Benefit of the Owners. This Declaration is made for the exclusive benefit of the Owners and their successors and assigns as Owners of the respective Parcels, not for any third party. Nothing in this instrument is intended to confer any third-party rights or remedies to any other person or party.

3.8 Waiver of Jury Trial. The Owners hereto hereby waive trial by jury, to the extent permitted by law, in any action, proceeding or counterclaim brought by or against either of the Owners as to any matters whatsoever arising out of or are in any way connected with this Agreement.

3.9 Severability. If any part of this Declaration shall be held to be illegal, invalid or unenforceable, or if the application thereof to any person or circumstance shall be held to be illegal, invalid or unenforceable, the remainder of this Declaration or its application other than to those as to which it is held illegal, invalid or unenforceable shall not be affected thereby, and each part of this Declaration and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

3.10 Time of Essence. Time is of the essence in the performance of the terms and conditions of this Declaration.

3.11 Attorneys' Fees. In the event of any litigation arising out of this Declaration, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party as an element of the cost of suit, and not as damages.

3.12 No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the property or of any Parcel to the general public or for any public purpose whatsoever.

3.13 Locative Adverbs. The locative adverbs, “herein”, “hereunder”, “hereto”, “hereby”, and like words whenever the same appear herein mean and refer to this Declaration in its entirety and not to any specific article, paragraph, or subparagraph hereof, unless expressly otherwise provided.

3.14 Method of Amendment. The provisions of this Declaration may be modified or amended, in whole or in part, only with the consent of both Owners, as the respective fee simple owners of the Parcels, by declaration in writing, executed and acknowledged by both Owners, duly recorded in Erie County, Ohio.

3.15 Covenants Run with the Land. The covenants, easements, restrictions and agreements set forth in this Declaration shall be construed as covenants and not as conditions, and shall, to the fullest extent legally possible, constitute covenants running with the land of each Parcel, enforceable as such by the respective Owners.

List of Exhibits: The exhibits attached hereto are incorporated into this Declaration by reference.

Exhibit “A”	Legal Description of the 516 Parcel
Exhibit “B”	Legal Description of the 604 Parcel
Exhibit “C”	Legal Description of the Easement Area
Exhibit “D”	Depiction of the Easement Area
Exhibit “E”	Depiction of the Parking Spaces

Signature Page Follows



**EXHIBIT A**

**Legal Description of 516 Washington Street**

Situated in the City of Sandusky, County of Erie, and the State of Ohio, and bounded and described as follows:

Being the whole of Lot Number Sixty-six (66) on Washington Street in the Fourth Ward of Sandusky City, Ohio.

**EXHIBIT B**

**Legal Description of 604 Washington Street**

Situated in the City of Sandusky, County of Erie, and the State of Ohio, and bounded and described as follows:

Being the whole of Lot Number Sixty-eight (68) on Washington Street in the Fourth Ward of Sandusky City, Ohio.

**EXHIBIT C**

**Legal Description of Easement Area**

See Attached

**EXHIBIT D**

**Depiction of Easement Area**

See Attached

