

COURT OF COMMON PLEAS OF DELAWARE COUNTY

- - - - -
 MOLLY DRAYER,)
)
 Plaintiff,)
)
 vs.) Case No.
) 21 CV H 03 0093
 SUNBURY REAL ESTATE HOLDINGS,)
 LLC, et al.,)
 Defendants.)
 - - - - -

9:30 a.m.
 Thursday, June 2, 2022
 119 Granville Street
 Sunbury, Ohio 43215

DEPOSITION OF MOLLY DRAYER

- - - - -
 Jackie Olexa White
 Registered Merit Reporter
 - - - - -

SPECTRUM REPORTING, LLC
 400 South Fifth Street
 Columbus, OH 43215
 (614)444-1000

A P P E A R A N C E S

REPRESENTING THE PLAINTIFF:

BRIAN K. DUNCAN, Esq.

BKD Legal LLC

119 East Granville Street

Sunbury, Ohio 43074

bduncan@bkdlegal.com

REPRESENTING THE DEFENDANTS:

MATTHEW S. TEETOR, Esq.

Teetor, Westfall

200 East Campus View Blvd., Suite 200

Columbus, Ohio 43235

mteetor@teetorlaw.com

ALSO PRESENT: MIKE TALIERCIO

- - - - -

INDEX

Examination by	Page
Mr. Teetor	5
Deposition Exhibits	Page
Exhibit A Easement	14
Exhibit B Delaware County Aerial Diagram	28
Exhibit C Lease Agreement	40
Exhibit D Interrogatories	48
Exhibit E Packet of Text Messages	71
Exhibit F Photo	88
Exhibit G Three Photos	91
Exhibit H Photo of Love Thy Neighbor Sign	97
Exhibit I Photo	98

- - -

Thursday Morning Session

June 2, 2022

9:30 a.m.

- - - - -

STIPULATIONS

- - - - -

It is stipulated by and between counsel for the respective parties that the deposition of Molly Drayer, a plaintiff herein, called by the defendant under the statute, may be taken at this time and reduced to writing in stenotypy by the Notary, whose notes may then after be transcribed out of the presence of the witness; that proof of the official character and qualification of the Notary is waived; that the examination, reading and signature of the said MOLLY DRAYER to the transcript of her deposition are not waived by counsel and the witness.

- - - - -

1 MOLLY DRAYER

2 being first duly sworn, as hereinafter certified,
3 testifies and says as follows:

4 CROSS-EXAMINATION

5 BY MR. TEETOR:

6 Q. If you could start by stating your name
7 for the record, please?

8 A. Molly Drayer.

9 Q. Thank you. And is it okay if I call you
10 Molly?

11 A. Sure.

12 Q. Molly, have you ever given a deposition
13 before?

14 A. I have not.

15 Q. So I assume you've spoken with Brian about
16 what to expect today, but this is my opportunity to
17 ask you questions about your lawsuit, about Mike's
18 counterclaims, and kind of get more information about
19 you as a person.

20 If you don't understand my question,
21 please let me know. I want to make sure that I --
22 and I may ask a confusing question here and there,
23 I've been known to do that, but just let me know and
24 I'll try to rephrase it and everything. I want to

1 make sure that you understand everything. If you do
2 answer, I'll assume that you've understood it, is
3 that fair?

4 A. Fair.

5 Q. The court reporter is going to be writing
6 everything down. So you may know the answer before I
7 finish asking the question, and it's human nature to
8 just kind of --

9 A. Blurt it out.

10 Q. Exactly. So for her benefit, we'll try
11 and let each other talk. And I want to let you give
12 a full answer. I'll try not to interrupt you. If I
13 accidentally do that, please feel free to give your
14 full and complete answer, is that fair?

15 A. Got it.

16 Q. If you need to take a break at any time,
17 just let me know, and I'll be happy to do that as
18 well. I'm not trying to do any marathons. So
19 whatever you need to take a break for, go to the
20 bathroom, talk to your lawyer, that is fine. Have
21 you ever gone by any prior names?

22 A. Um-hum.

23 Q. What names?

24 A. Molly Kibler.

1 Q. Is Drayer your maiden name or a married
2 name?

3 A. Maiden.

4 Q. And Kibler is a married name?

5 A. Yes. K I B L E R.

6 Q. And since you now go by your maiden name,
7 I assume you're divorced?

8 A. Yes.

9 Q. When did your divorce take place?

10 A. Finalized in 2011.

11 Q. And right before we began the deposition
12 you mentioned that you have three children. What are
13 their names and ages?

14 A. Is that personal information?

15 MR. DUNCAN: Do you mind?

16 MR. TEETOR: Go ahead.

17 MR. DUNCAN: So, Molly, any questions that
18 are asked, you're going to answer. If I would object
19 to them, I can then instruct you to go ahead and
20 answer anyways, or we may have a conversation
21 afterwards, but all of this is fair game in a
22 deposition for whatever that's worth.

23 THE WITNESS: Okay.

24 Q. So you can go ahead and answer.

1 A. The oldest one is Kelsey Collins, she's
2 married. And the two are Cory and Casey Kibler.

3 Q. What are their ages?

4 A. They are going to be 25 in July, and
5 Kelsey is 26.

6 Q. And the reason I ask, do any of them
7 currently live with you?

8 A. Huh-huh.

9 Q. And we're here to talk about the
10 boundaries between Mike's property and your property.
11 What is the address for your property?

12 A. 170 South Columbus Street.

13 Q. And your children do not live with you
14 there, but does anyone else live with you there?

15 A. No.

16 Q. Has anyone else lived with you there?

17 A. No, just the girls.

18 Q. At some point they lived with you?

19 A. Um-hum.

20 Q. When did you buy that property?

21 A. 2011.

22 Q. And based on context and what we spoke
23 about earlier, I assume you bought that property
24 around the time of your divorce?

1 A. Yes.

2 Q. And the girls moved in there with you at
3 that time?

4 A. Um-hum.

5 Q. When did they move out?

6 A. Well, let's see. Probably five, six --
7 five years ago. Maybe six.

8 Q. And when you bought that property did it
9 have any fencing in the backyard?

10 A. In the backyard, no.

11 Q. And as we sit here today, is there fencing
12 on that property?

13 A. Yes.

14 Q. And did you have that fencing installed?

15 A. I did.

16 Q. When did you have that fence installed?

17 A. 2011.

18 Q. So you installed it right as you moved in?

19 A. Yes.

20 Q. Do you recall who you had install that
21 fence?

22 A. Yes, Workman Fence.

23 Q. Had Workman Fence ever done any work for
24 you before?

1 A. No.

2 Q. How did you get in contact with Workman
3 Fence?

4 A. Well, they own a business on the square,
5 as I do, too.

6 Q. So you knew of their business --

7 A. Absolutely.

8 Q. Please let me ask the question before you
9 answer, that's why I try to remind everybody
10 beforehand.

11 So you had done business with him
12 before -- or you knew of their business, just hadn't
13 done business with them before?

14 A. Right.

15 Q. And you also owned a business on the
16 square. What is your business?

17 A. Molly's Flowers. We've been there almost
18 30 years.

19 Q. Congratulations on the big upcoming
20 anniversary then.

21 When the fence was installed by Workman
22 Fence did you dictate to Workman Fence where the
23 fence would be placed?

24 A. Yeah. Yes. Can I elaborate?

1 Q. Absolutely, please do.

2 A. Okay. That side lot -- it is a side lot,
3 okay, that's in question -- that side lot was owned
4 by Cellar Lumber for -- I can't tell you how many
5 years. The people that I bought that house from, we
6 did not go through a realtor. I bought it off the
7 family. They maintained that property for 30 years,
8 cellar Lumber prior to that for -- I don't know how
9 many years, because their trucks would come through.

10 Anyway, so when I bought the property,
11 they never maintained the property, Cellar Lumber.
12 The people who I bought the property from did. And
13 they instructed me, we take care of it, they don't,
14 they don't care what you do. You're going to have to
15 take care of it if you want it to look decent and not
16 have a bunch of bugs, snakes and whatever, rodents.

17 And at the time Cellar Lumber owned it,
18 and I did that, and nothing was a problem. And I
19 maintained it keeping all the bugs, snakes, rats, and
20 gnats out of my property. And it looks extremely
21 presentable under my care.

22 I like to be a pro-community person, not
23 one that tears down the community. And I'll see to
24 it that I am.

1 Q. Understood. So when Workman Fence put the
2 fence up, you directed them where to put it?

3 A. I did.

4 Q. And you directed them based on your
5 understanding that the prior owners had taken care of
6 that lot and treated --

7 A. I know they did.

8 Q. You'll have to let me finish the question,
9 first, I'm sorry. You did it based on your
10 understanding that the prior owners had taken care of
11 that lot or taken care of a portion of that lot?

12 A. The whole lot, yes.

13 Q. When you bought that land there were no
14 realtors involved -- or when you bought your home,
15 excuse me, there were no realtors involved?

16 A. Correct.

17 Q. Did you have a survey conducted?

18 A. That was in the paperwork. That was in
19 the paperwork.

20 Q. And did that survey indicate that the side
21 lot did not actually -- was not actually part of the
22 property?

23 A. It does. There is a line showing that it
24 was Cellar Lumber's. But, like I said, they didn't

1 take care of it for 30 years; these people did. And
2 they even put rocks out there to prevent Cellar
3 Lumber's trucks from running over the grass that they
4 had to cut, and which I had to cut, to keep it
5 looking presentable for the community.

6 Q. When you say these people, referring to
7 the prior owners --

8 A. The Bakers, yes, the prior owners of my
9 house, yes.

10 Q. The prior owners were named the Bakers?

11 A. Their last name is Bakers.

12 Q. Do you know what their first names are?

13 A. I bought it off of Scott Baker. He bought
14 it off his parents, I want to say Judy Baker and her
15 husband.

16 Q. When you bought the property were there
17 any attorneys involved?

18 A. Just at closing.

19 Q. Do you recall who that attorney was or
20 what the company -- the closing company was?

21 A. Don't get old. I cannot remember.

22 Q. I just asked.

23 A. It's in the paperwork. They are out of
24 Delaware.

1 Q. One other thing I usually do in my preface
2 to a depo, if you do not remember, that is okay. I
3 don't want you to guess. I just want to know what
4 your personal knowledge is. So I don't know is an
5 okay answer. I'm not going to hold you to an answer.
6 If you don't know anything, that is fine.

7 I wouldn't expect you to know. When I
8 bought my house ten years ago, I don't remember who
9 the title company was, but I have to ask the
10 question; is that fair?

11 A. Sure.

12 Q. When you bought the property in 2011,
13 prior to closing, were you aware of the driveway
14 easement that you had attached to the complaint?

15 A. Yes, because Scott Baker had to get a
16 lifelong easement or he couldn't get his loan from
17 the bank. So he and Cellar Lumber worked out an
18 easement for him, his mother and Cellar Lumber, or he
19 could not have gotten the loan from the bank to
20 purchase the property off of his mother.

21 MR. TEETOR: And I'll hand you what we'll
22 mark as Exhibit A.

23 (Exhibit A was marked for identification.)

24 Q. Do you recognize this document?

1 A. Yes.

2 Q. Is this the easement that we were talking
3 about?

4 A. Is this the easement that you are
5 referring to?

6 Q. Yes.

7 A. Yes.

8 Q. And is this a copy of the easement that
9 you were aware of when you purchased the property in
10 2011?

11 A. Yes.

12 Q. And you got a copy of this easement from
13 Scott Baker?

14 A. Yes.

15 Q. And that's who you purchased the property
16 from?

17 A. Yes.

18 Q. Judy Baker, who's listed on Line 2 or the
19 second line of the first paragraph, that's Scott's
20 mother?

21 A. Yes.

22 Q. Before buying this property, did you know
23 Judy or Scott?

24 A. I did not. They have been lifelong

1 residents here in Sunbury. They care about the area
2 as well. Family of five grew up in that house and
3 went to Big Walnut Schools, and it's a small house
4 for a family of five kids.

5 Q. But they are lifelong residents, but you
6 did not know them until this real estate transaction?

7 A. Correct.

8 Q. Do you keep in touch with either Judy or
9 Scott?

10 A. Scott every once in a while.

11 Q. I assume he still lives somewhere here --

12 A. Morrow County.

13 Q. Are you friends with Scott or just an
14 acquaintance? In what capacity do you run into him
15 once in a while?

16 A. Well, he spent years of his life
17 maintaining that house and property. He's younger
18 than me. But he has spent years, him and his family,
19 maintaining that property from Cellar Lumber taking
20 care of the house. He likes the house, and he likes
21 the property.

22 He didn't want to see the house go to
23 someone who was going to treat it like a dump. And
24 so I can appreciate that, and I wouldn't do that to

1 him or the house. I like the house, too. And I like
2 the property. I didn't think I could live in a
3 village, but here I am. But I like the property. He
4 liked the property. It meant a lot to him. It means
5 a lot to me.

6 Q. So you guys keep in touch because he's
7 sentimental about the property, is that fair?

8 A. No, no, because he has a new property that
9 him and his family have moved in to. His family has
10 grown. But if I have an issue, I'm not able to do
11 major repairs like electrical and stuff, so if I have
12 a question, I call him and ask him, what did you do,
13 or is there a reason that something is coming in from
14 this pipe, just something about the house.

15 Q. Okay. So he gives you advice about the
16 house just because he knows it so well?

17 A. Right. And, quite frankly, when they did
18 own -- when they did own the property from Cellar
19 Lumber, because it wasn't any kind of an issue, and
20 because they maintained that property, their
21 gutters -- they have gutter lines going through that
22 side lot. And so not only did they put the rocks up
23 to protect the property from semis ripping up the
24 property and putting divots in it, so the Bakers

1 could mow it and keep it maintained, but they've also
2 got gutter lines through it.

3 So it wasn't, and it's never been an
4 issue, and they've maintained it, like I said. The
5 property has been taken care of until now. And it
6 wasn't -- it just wasn't an issue. Can I ask a
7 question?

8 MR. TEETOR: If your attorney will allow
9 it.

10 MR. DUNCAN: No.

11 Q. If we look at this easement, Exhibit A,
12 you had mentioned that Scott couldn't get a loan from
13 the bank in order to purchase the property unless
14 this easement was put in place, correct?

15 A. Correct.

16 Q. And it appears that this easement was
17 executed by Judy Baker on February 10, 2006. Is it
18 your understanding that that is about the time that
19 Scott purchased the property from his mother?

20 A. You know, all I know, because I don't know
21 Scott that well or his family that well, I don't know
22 who his brothers and sisters are, but he lived there.
23 I don't know -- I don't know why he purchased it in
24 2006. I know he has lived there, until he's moved,

1 most all of his life, and helped his parents take
2 care of the property.

3 So I believe his father died, I think, and
4 his mom stayed there. So I'm not sure how it all
5 went, really I don't. But I know that when he -- his
6 mother had to -- maybe his mother had to move for
7 health reasons, I think. And he wanted to purchase
8 the house because he was the one that took it over.

9 So in order for him to purchase the house
10 and be able to resell it, then he had to get this
11 easement from the bank.

12 Q. Did you ever have any conversations with
13 either Scott or Judy about this easement besides just
14 getting it from the bank?

15 A. No.

16 Q. Do you know what consideration Judy or
17 Scott paid to get this easement put in place?

18 A. No.

19 Q. Did they ever tell you about the
20 conversations they had with Cellar Lumber about this
21 easement?

22 A. Yes.

23 Q. What did they tell you?

24 A. Cellar Lumber won't take care of the

1 property. You're going to have to do it if you want
2 to prevent mice, rats, snakes, bugs, mosquitoes,
3 gnats coming onto your property.

4 Q. Did they ever tell you about conversations
5 they had with Cellar Lumber, not conversations with
6 you, their conversations with Cellar Lumber?

7 A. About the easement?

8 Q. Yes.

9 A. No.

10 Q. Did they ever tell you about any other
11 conversations with Cellar Lumber?

12 A. I've had conversations with Cellar Lumber.
13 I've been here for a long time, too, not living here,
14 but the business. And I've got friends here. So I
15 knew people from Cellar Lumber, so I've known them,
16 too. I would talk to them, too. The manager,
17 actually, was a customer.

18 Q. What conversations did you have with
19 Cellar Lumber about this side lot?

20 A. None, because, like I said, it wasn't an
21 issue. It was being maintained for the betterment of
22 the community, so it really wasn't an issue at all.

23 Q. What is your understanding about what this
24 easement provides to whoever owns or whoever resides

1 at 170 South Columbus Street?

2 A. Well, when I look over an easement like
3 this, one of the first things I think of is --
4 because it says -- or I guess what I should say when
5 I start reading Exhibit A, Exception Number 1, the
6 first thing that comes to my mind is, huh, I'm not
7 going to be able to go out there and find all those
8 pins, those degree marks and measurements and inches
9 to exact -- I'm not going to be able do that. I
10 don't have the tools or the metal detectors to figure
11 out where the pins are, and I need an attorney to go
12 through all of that.

13 So the easement that the Bakers used and
14 that Cellar Lumber has always allowed them to use is
15 what I took over and used it.

16 Q. You bought your property subject to this
17 easement?

18 A. What do you mean?

19 Q. When you bought your property, you knew
20 this easement was in place, correct?

21 A. Well, you know, let's see, when I bought
22 the property -- well, it was in the packet, so yes.

23 Q. And there was not a realtor involved, but
24 you did say that there was a survey, correct?

1 A. Well, it's in here. Isn't this the
2 survey? To me, that's the survey.

3 Q. And so the record is clear, you're looking
4 at Exhibit A to the easement?

5 A. And Exception Number 1.

6 Q. And that is the second page of Exhibit A?

7 A. And Exception Number 2. To me, I mean, if
8 this -- if that's -- I mean, that tells you where the
9 lines are, right? I just don't have the ability to
10 go out there and find them.

11 Q. Did you hire a surveyor or any
12 professional to show you where the property lines
13 were before you bought the property?

14 A. No. Now, wait a minute. I can't
15 remember.

16 Q. So as we sit here today, you cannot recall
17 whether you had anybody -- any professional go and
18 tell you where your property lines were for the
19 property that you were purchasing?

20 A. I'm going to say no. Because, like I
21 said, it hasn't been an issue. But you knew the
22 property line was right along there somewhere. And
23 if the easement -- I didn't know how far the easement
24 goes into that line.

1 But because we all got along, and it was a
2 privilege for Cellar Lumber to have these people
3 taking care of their lot, and now me, who I'm going
4 to take care of the lot, and they never said
5 anything, and the boulders were put up and the
6 gutters lines were down, and you can't do much else
7 with that property.

8 And I understand if the Village comes in
9 and they are going to widen the road, we'll deal with
10 that, that's fine. But the sewer lines don't go
11 through there. They run at an angle from my house as
12 well as the electric is out front. So I knew the
13 property line was somewhere, because you cannot build
14 a house on a property that doesn't have X amount of
15 lot -- lot space between the house and the road. And
16 so I knew it was somewhere in there.

17 But, like I said, for me to go find it
18 according to that would be difficult. So I didn't.
19 And I trusted Scott.

20 Q. And you don't remember if you hired any
21 professional to go find it for you?

22 A. No, I don't think I did.

23 Q. Did you read the easement before you
24 closed on the property?

1 A. Um-hum.

2 Q. What was your understanding when you read
3 this easement before closing? What was your
4 understanding of what this easement provided you?

5 A. Well, since I have an easement, I would
6 imagine my neighbors have an easement. Okay.
7 There's two houses next to me that use our same
8 driveway that come out on to Vernon Street. And so
9 I'm sure everybody down the street from me, who has
10 access, must have one of these as well.

11 So for me what it means is coming off of
12 Columbus on to Vernon, on to the driveway that's been
13 there forever on to the stones, that park back there
14 where my garage is, or it wouldn't have been built on
15 the property, and then I have full use of it
16 according to the easement.

17 Q. The middle paragraph of the easement, it
18 starts: For good and valuable consideration. And
19 I'll read the entire first sentence into the
20 record -- or I'll just read the entire paragraph into
21 the record.

22 (Reading) For good and valuable
23 consideration, the receipt of which is hereby
24 acknowledged, grantor does hereby grant, bargain,

1 sell, convey, and release to the said grantee and her
2 successors and assigns forever a perpetual
3 non-exclusive easement for access for vehicular and
4 pedestrian purposes over the existing paved drive
5 presently used as and commonly known as South Vernon
6 Street. And the existing stone drive leading there
7 from to the existing garage located in the northeast
8 corner of Grantee's property as depicted on Exhibit C
9 attached hereto.

10 Is it fair for me to say that that
11 sentence grants whoever is residing at 170 South
12 Columbus Street -- and I'll quote it here -- access
13 for vehicular and pedestrian purposes?

14 MR. DUNCAN: I'll object, calls for a
15 legal conclusion. But go ahead and answer the
16 question.

17 A. What was your question again?

18 Q. Is it fair for me to say that this
19 easement grants whoever is residing at 170 South
20 Columbus Street --

21 A. The grantor, whoever grants the grantee --
22 the grantee is whoever is residing at 170 South
23 Columbus Street, correct?

24 Q. Correct. So you are the grantee, is that

1 fair?

2 A. Right, yes.

3 Q. And Cellar Lumber was the grantor?

4 A. Yes.

5 Q. And this easement grants the grantee
6 vehicular and pedestrian -- excuse me, access for
7 vehicular and pedestrian purposes over the existing
8 paved drive, is that fair?

9 A. Yes.

10 Q. Does it grant any other -- does it grant
11 easement for any other purpose?

12 A. Well, let me see. Well, that depends on
13 what pedestrian purposes are and vehicular purposes
14 are. Because I put my trash out there as we've
15 always done, and so does my neighbors, and they walk
16 their trash over there.

17 So if that is a pedestrian purpose and the
18 trash truck needs to get in there as a vehicular
19 purpose for the purpose of my sanitation of my life,
20 I would say that is included. And if it involves
21 pedestrians access to the backyard to get kayaks and
22 to walk their dogs freely, if that's a pedestrian
23 purpose for the enjoyment of my house and my home and
24 my lifestyle to have family and friends over, if

1 that's a pedestrian purpose to me, yes.

2 Q. You read this before closing on your home,
3 correct?

4 A. I've read, yes, but this is difficult to
5 understand.

6 Q. Did you ever ask an attorney to explain
7 this to you before you closed on your home?

8 A. No.

9 Q. Why not?

10 A. Because as we just stated, to me
11 pedestrian purpose and vehicular purpose ranges has a
12 great big range of items all to better my life and to
13 suit whoever lives in 170 South Columbus Street, as
14 far as being safe, sanitary, pro-community, and it's
15 all on the up and up.

16 Now, if it's for drug use or running
17 whatever under whatever illegal stuff, that's a
18 little different. I don't do that. Maybe it would
19 be allowed, maybe it would be allowed, but that's not
20 my pedestrian or vehicular purpose. So there's a
21 range of things that you can consider that are
22 illegal.

23 Q. To your knowledge, has the property
24 contemplated under this easement ever been used for

1 illegal purposes?

2 A. No.

3 Q. And I believe you've already answered it,
4 but before you closed on the property, did you seek
5 any legal advice to interpret or tell you the scope
6 of this easement?

7 A. I don't think so.

8 Q. Before you closed on the property, before
9 you purchased 170 South Columbus, did you ever take a
10 look at the property lines as identified on the
11 Delaware County auditor's website?

12 A. Yes.

13 Q. What did you find?

14 A. That the property, the line -- one of the
15 lines runs very close to the house.

16 MR. TEETOR: And we will mark this as
17 Exhibit B.

18 (Exhibit B was marked for identification.)

19 Q. And, Molly, I'll represent to you that
20 this was Exhibit B to your complaint. Do you
21 recognize this document?

22 A. Okay. I'm sorry, my complaint being?

23 Q. The complaint that you filed to initiate
24 this lawsuit.

1 A. Oh, the adverse possession?

2 Q. Well, that was one of the claims in the
3 complaint.

4 A. Which one are you talking about?

5 Q. There was a document called a complaint
6 that was filed to initiate this lawsuit. And there
7 were several documents attached to that complaint.
8 This is one of the documents that was attached to
9 your complaint. I can represent that to you. Do you
10 recall ever seeing this document before?

11 A. Man, let's see here. You know, there has
12 been so many. I've seen something similar, if not
13 this exact one, which your point is that this is the
14 property line?

15 Q. Well, I'm going to ask you questions about
16 this document.

17 A. Okay.

18 Q. But I want to know if you've ever seen it
19 before?

20 A. This exact document? I've seen from this
21 here, from that website. I'll say yes.

22 Q. And earlier I had asked you if you had
23 ever been to the Delaware County auditor's website to
24 look at where the property lines are as they mark it

1 on that website, and you said yes, correct?

2 A. Yes.

3 Q. Is this a fair representation of where the
4 Delaware County auditor marks your property
5 boundaries?

6 A. I think so.

7 Q. And there is a white rectangle in the
8 middle of Exhibit B. Is that -- is it fair or
9 accurate for me to say that that is where the
10 Delaware County auditor identifies your property
11 boundaries?

12 A. That is fair.

13 Q. And I can identify what appears to be a
14 fence outlining a backyard on Exhibit B. If I were
15 to hand you a pen, could you trace where that fence
16 is?

17 A. Yeah.

18 Q. Go ahead and please do so.

19 A. (Witness complying with request.) I think
20 it stops right there.

21 Q. So on Exhibit B, you've marked with black
22 ink where the fence is. Is that the fence that you
23 had installed by Workman Fencing in 2011?

24 A. Yep, that's the little piece of lot that's

1 causing all this trouble.

2 Q. And you directed Workman Fencing to put
3 that fence in the places that it's located, correct?

4 A. Yes, because at the time, keep in mind, it
5 was Cellar Lumber's. And for 100 years Cellar
6 Lumber, Bakers, and now me have maintained that
7 property, and it was a go.

8 Q. Go ahead.

9 A. No, go ahead.

10 Q. I didn't mean to cut you off.

11 A. And a little bit later, if I -- just
12 buying the house with no money, a little bit later if
13 it came to an issue, and I could buy that chunk, I
14 would research it then. Or I don't even know where
15 the easement lets off and starts because I've been
16 told that road isn't even where it starts and where
17 it ends -- where the easement starts and ends is gray
18 to me. But, like I said, this just hasn't been a big
19 issue.

20 Q. Is it fair for me to say that the fence
21 that you outlined with black ink crosses over the
22 property boundary as indicated on Exhibit B?

23 A. On the property line?

24 Q. Yes.

1 A. Yes.

2 MR. DUNCAN: Do you want me to make a copy
3 of that, what she drew on?

4 MR. TEETOR: If you want to. Off the
5 record.

6 (Discussion held off the record.)

7 Q. When Workman Fencing installed the fence,
8 do you know if they had any surveys conducted of the
9 property line?

10 A. I think they did because he had brought it
11 to my attention.

12 Q. Brought what to your attention?

13 A. That this part probably is outside of a
14 boundary line that he saw on this. And together --
15 and, like I said, the easement, I just don't know
16 where all that is.

17 Q. When you say he brought it to your
18 attention, who are you referring to?

19 A. The owner.

20 Q. The owner of Workman Fencing?

21 A. Um-hum.

22 Q. Do you know what his name is?

23 A. I see almost every morning. You asked me
24 too quick.

1 MR. TALIERCIO: Arnie.

2 A. That's it, Arnie, yes.

3 Q. With my client's help, we now know it's
4 Arnie?

5 A. Yes.

6 Q. So Arnie told you, hey, the fence you
7 asked me to put up, I think it crosses the property
8 line?

9 A. Yes. But back then, it was Cellar
10 Lumber's. It was Cellar's Lumber's property, and we
11 were under the understanding they don't do anything
12 with it, because they didn't. And they wouldn't
13 maintain it, so the Bakers and I did.

14 And I kind of thought it was fair. If I'm
15 going to maintain this thing ten feet into their
16 property and run my dogs, that's not a bad deal.

17 Q. So based on your understanding, you told
18 Arnie to go ahead and put the fence up?

19 A. I did.

20 Q. And you thought it was fair, because you
21 were maintaining it, and you wanted it for your dogs
22 to run around?

23 A. Yes. You'd be surprised, that little
24 chunk of property is a lot to mow. And believe it or

1 not, there's a little hill, and it's a lot.

2 Q. And they don't have a legend on Exhibit B
3 to show how far a foot is, and I won't hold you to an
4 exact guess -- or an exact number. But your best
5 estimate, the fence, after it crosses the boundary
6 line, that white rectangle in Exhibit B, how many
7 feet does that fence go?

8 A. It's probably 10 by 100.

9 Q. So about ten feet -- if we're looking
10 right at Exhibit B, and south is to the bottom of
11 Exhibit B --

12 A. Like this, ten going towards the road, you
13 know, and then 100 feet going the length of the road.

14 Q. I think South Columbus Street is
15 identified there, and then the other street is
16 Vernon?

17 A. Yes, that is correct.

18 Q. And so if I can accurately depict this,
19 after the property line, the fence runs about ten
20 feet parallel to South Columbus Street, and then
21 about 100 feet parallel to Vernon, is that fair?

22 A. I'm going to say yes.

23 Q. If you could on Exhibit B, could you
24 please write in Vernon on the street that is Vernon.

1 A. (Witness complying with request.)

2 Q. Do you know when the fence installation
3 was completed?

4 A. 2011.

5 Q. Do you have an estimate on a month? Was
6 it in the summer? Was it winter?

7 A. In the summer.

8 Q. Do you know when my client purchased his
9 property?

10 A. Like -- well, let's see, Covid has been
11 two years, so I would say three or four.

12 Q. Is that three or four years ago or three
13 or four years before Covid?

14 A. No, no. He had to purchase it maybe three
15 or four years ago.

16 Q. So if this is 2022, your estimate is he
17 purchased it in 2018 or '19?

18 A. '18. Let's see, 2018. You know, I really
19 don't know how long ago Mike purchased. And when you
20 say purchase, I don't know how long a purchase
21 actually takes, so I know he's been living there.

22 Q. When did you and Mike first start having
23 disagreements about this green space where your fence
24 was kept?

1 A. The first time that we had
2 disagreements -- because Mike would even stop in his
3 truck and talk to me while I was cutting the grass.
4 Never once did he say: Don't do it. Never once did
5 he say: Get off my property. Never once did he ever
6 cut the grass, ever. Never once did he say anything
7 negative or tell me to quit, stop, it's mine. Not
8 once.

9 The only time Mike and I have been at odds
10 was after he took the whole street to court and was
11 going to shut down Vernon Street. He took all six of
12 us to court. We all had a court date because he was
13 going to shut down Vernon Street and do this and do
14 this, and everybody couldn't use their entrances on
15 to Vernon Street. That's when we had -- we didn't
16 talk.

17 Listen, I'm okay with Mike. I'm okay with
18 him. He isn't a bad neighbor. Well -- but he used
19 to be a customer at the flower shop. He would come
20 in and buy his mom and girlfriend flowers. And, like
21 I said, he would stop and talk and shoot the crap
22 with me. He would pull into the driveway with his
23 truck and tell me about his surgery that he had to
24 have, tell me about a girlfriend in -- I think it was

1 Alaska. And, I mean, he lives in Traverse City, we
2 had that in common. He's out of Traverse City. I'm
3 up there, a lot.

4 We both don't like the governor. He's a
5 conservative, and I am, too. I know a lot about him.
6 Not a lot a lot, but enough to be a cordial, decent,
7 good neighbor.

8 So this is one of the cards that
9 Mike Taliercio left me at the store one day or on my
10 windshield: Please call me. Thank you.

11 He was -- he's a friend of mine. He was a
12 friend of mine. It just went sour after he took the
13 whole street to court and everybody couldn't use
14 their entrance to get on to Vernon Street.

15 And this brings me to another point.
16 These houses next to me, there's two or three. Why
17 aren't they here? They cross over his property. Do
18 they have an easement? Do they?

19 We were friends. I don't know what
20 happened. And there wasn't any kind of a
21 relationship, okay, that's not. Friend relationship,
22 neighbor relationship.

23 Q. And that is -- I understand that you and
24 Mike had been neighborly towards each other. But at

1 some point there was a disagreement over the fence
2 and that green property -- the side yard as we've
3 talked about --

4 A. Um-hum.

5 Q. -- and what is identified as Exhibit B as
6 north of Vernon that runs just south of your property
7 line?

8 A. Um-hum.

9 Q. You had sued Mike over that parcel, and
10 that's why we're here today?

11 A. Can I interject?

12 Q. Sure.

13 A. Okay. When this thing was coming -- after
14 he took us all to court or tried to take us to court,
15 or whatever it was, everybody dropped their cases,
16 because they were going to represent themselves. I
17 knew my case was different.

18 I offered to buy that parcel off of Mike
19 at the time, and this is before the big real estate
20 boom, and I'm a single mom, \$10,000. Mike was
21 offended. He blew up, and no way. Doubled it.
22 \$25,000 he said. \$25,000 for that little strip. I'm
23 not going to do that. I'm not going to get ripped
24 off.

1 So that's when he -- that's when he
2 forwarded me a lease. Now, keep in mind, this is
3 after we all went to court -- or after we all got --
4 he took us all, six or eight of us, down Vernon
5 Street to a court date. This is all after that.

6 Q. And you've mentioned Mike taking you to
7 court multiple times. Are you aware that Mike and
8 several other people on Vernon Street were sued by
9 the Village of Sunbury, and that was the court date
10 for the neighborhood?

11 A. Sued? I wasn't sued.

12 Q. You were a party to a lawsuit, correct,
13 involving the Village of Sunbury?

14 A. It was because of Mike. Mike started the
15 whole lawsuit. There were six or eight of us,
16 including my neighbors, including Duncan Oil,
17 including Sunbury Plumbing, the mayor, we were all in
18 this lawsuit together. That's when -- that's when it
19 all started.

20 Q. And you're talking about the lawsuit that
21 involved the Village of Sunbury, correct?

22 A. There might be another one because Mike
23 originally -- Mike, I believe, requested to be able
24 to live in the building that he's living in through

1 the Village, and the Village at first denied it. So
2 I think he took the Village to court. So I don't
3 know which court case you're talking about with Mike.

4 Q. That's fine. We can move on from that.
5 You had mentioned a lease that Mike sent
6 you?

7 A. Yes.

8 (Exhibit C was marked for identification.)

9 Q. I will hand you what we'll mark as
10 Exhibit C. And take all the time you need to review
11 that.

12 Is this the lease you were describing?

13 A. You know what, I'm not even going to read
14 it. I handed it to my attorney and let him handle
15 it.

16 Q. Well, I need to ask you questions about
17 this. So I want to know if this is the lease you
18 were referring to?

19 A. Well, if he was trying to get out of me --
20 yeah.

21 Q. This is the lease you were referring to?

22 A. I believe so. I would have to go back and
23 find it, because it came in -- it might have come
24 certified mail. I can't remember. But this I turned

1 over to my attorney.

2 MR. DUNCAN: If I may, we can stipulate
3 that this is the lease that was attached to our
4 complaint.

5 MR. TEETOR: Okay.

6 Q. At some point Mike provided you with a
7 lease, and it may have been via certified mail,
8 correct?

9 A. Um-hum.

10 Q. And that lease was for that little side
11 yard, as we've called it, that we're here to talk
12 about today, correct?

13 A. Yes.

14 Q. And my understanding, correct me if I am
15 wrong, there had been discussion of you purchasing
16 the side yard. And Mike had also provided the idea
17 of you leasing that side yard from him?

18 A. Nev -- are you done?

19 Q. You have to audibly for her, the court
20 reporter.

21 A. Can I?

22 Q. Absolutely?

23 A. No, no, that's not how it went. As a
24 matter of fact, it was when Mike was in my driveway,

1 and he was in his truck, dark blue truck I think it
2 was. And we were talking about the court case. And
3 I said, Mike, I would rather pay you the money than
4 some attorney get the money. Let me buy that
5 property from you. A lease was never brought up.

6 Q. At some point Mike presented you with a
7 lease?

8 A. In the mail, certified mail.

9 Q. Did you read the lease that Mike provided
10 to you?

11 A. I read through it briefly. (Reading to
12 herself.)

13 Q. What was the question?

14 (Previous question was read back.)

15 A. Briefly.

16 Q. Looking at Page 1, about two-thirds of the
17 way down, it has exceptions, and the exceptions are
18 underlined. Did you read that section of the lease
19 that Mike offered to you?

20 A. Yes, I probably did, yes. And that's
21 another reason I did get my attorney involved. There
22 has been several threats.

23 Q. If I could ask the question. Let me read
24 the exception, and then I have a question about it.

1 The exception states: If this lease
2 should be executed on or before June 30th, 2019, the
3 fence currently installed on the premises may remain.
4 However, if the lease is not executed, the tenant
5 must remove the fence at his or her own expense
6 before July 31st, 2019, or face actions from landlord
7 to remove the portion of the fence that encroaches on
8 the premises.

9 Did Mike provide you this lease before
10 June 30th, 2019?

11 A. It was certified mail. However, this was
12 after the fact I was -- I wanted the adverse
13 possession case, so that had already started. So I
14 can't do anything until that case is finalized. So
15 this can't be signed. I'm going after him for
16 adverse possession after he took all six or eight of
17 us to court.

18 I knew my case was different. So I knew I
19 had to get an attorney. This was after that fact.
20 So I can't sign anything. I'm going for adverse
21 possession. And he can't either.

22 Q. This lease says it should be executed on
23 or before June 30th, 2019, this offer to you. Did he
24 give this to you before June 30th, 2019?

1 A. Do you have the postmark date of that
2 envelope?

3 Q. You need to testify from your personal
4 knowledge.

5 A. June 19th -- June 2019. It seems to me I
6 got the letter when it was winter.

7 Q. The proposal here in this lease says: If
8 this lease should be executed on or before June 30,
9 2019.

10 I'm just asking: Do you recall receiving
11 this lease before June 30, 2019? It could have been
12 in the winter.

13 A. I don't know.

14 MR. DUNCAN: May I briefly interject?

15 MR. TEETOR: Absolutely.

16 MR. DUNCAN: The lease that you're
17 referring to was attached as Item C to the letter
18 dated May 30th, 2019, which was Exhibit G to our
19 complaint, if that helps you with time frames.

20 Q. Does that refresh your recollection at
21 all?

22 A. I totally missed it. I'm sorry, I was
23 trying to read this thing.

24 MR. DUNCAN: The lease that has Item C was

1 attached to a letter dated March 20, 2019, we
2 attached that letter, and it's an exhibit, including
3 this lease to the complaint, as Exhibit G.

4 THE WITNESS: Okay. That sounds right.

5 MR. TEETOR: So to the best of your
6 recollection, you received this proposed lease --
7 excuse me, it was March 30, 2019?

8 MR. DUNCAN: Yes, sorry. Actually
9 March 20th. If I did say May, my apologies. It's
10 March.

11 Q. So, to the best of your recollection, you
12 received this proposed lease in March of 2019?

13 A. It is a proposed lease. It's not signed.
14 So if that is the date of the thing, yes. We were
15 under a different court case, though, so nothing can
16 happen when we're --

17 Q. This exception -- is it a fair
18 representation that this is Mike telling you the
19 lease either needs to be entered or the fence needs
20 to be removed?

21 A. I don't think it's a fair exception.

22 Q. Why not?

23 A. Because we were in court or going to court
24 over adverse possession and other items. If I signed

1 this lease, I say, yep, it's yours and I quit. Not
2 that I wanted this case to come this far, really, I
3 really didn't. But if I were to sign on, then that
4 would have given my ten years of maintaining that
5 property just right down the drain, and I would have
6 admitted that it's his.

7 So if there is a chance that I could avoid
8 something like this and continue to maintain the
9 property and own it, I was going to do that. Can you
10 blame me?

11 Q. As we sit here today, do you admit that
12 you don't own that property?

13 A. Not yet.

14 Q. So you intend to in the future, but you
15 don't own it right now?

16 A. Let's see here. Is the ownership in my
17 name? You know what, I just haven't thought that far
18 in advance. I know it got thrown out for that
19 adverse possession. So right now technically it is
20 Mike's. Have you seen the property?

21 Q. I will hand you --

22 A. Because I tell you what, here is also what
23 is happening now. Since it is technically Mike's,
24 and it got thrown out of court, it's a health hazard

1 and it's an eye sore for not only Sunbury, but for
2 me. I found snakes, mice, rabbits, gnats, more
3 mosquitoes all coming onto my property.

4 He's decreasing the value of my property
5 and my neighbors. I can't sell that house right now
6 because this thing is in litigation and because it
7 looks like crap. I've got pictures. Have you seen
8 it? I can show you a picture. But it looks like
9 crap.

10 This is the best market to sell that house
11 in. That house will never be worth any more than it
12 is right now. He's decreased my property value by so
13 much I can't tell you. And it's defamation of
14 character. That property has never looked like that,
15 ever, ever. And now it looks like it's mine, and it
16 looks like I keep it like that. That's not me, so
17 it's defamation of character as well.

18 MR. DUNCAN: Molly, if I could just
19 briefly remind you that the only people answering
20 questions today are you and Mike. Any questions that
21 you ask back to the attorney or Mike would ask of me,
22 we're not going to answer.

23 THE WITNESS: Oh, okay.

24 MR. DUNCAN: We're in the clear today of

1 having to answer until we get home.

2 Q. I'm not trying to be rude, but I don't
3 answer your questions.

4 A. I understand that. I didn't know. That's
5 fine. I have skin like a rhinoceros.

6 Q. Brian and I are not allowed to testify.

7 A. But that's the truth, how that property
8 looked. Do you want to see a picture? It's worse
9 today. It's worse today. The fence is laying down.
10 It's never looked like that in 100 years. And it
11 looks like it's mine.

12 The realtor is showing the house down the
13 street from me, and they look at me like what the
14 heck are you doing. It's defamation of character.
15 And I own a business here in Sunbury. I can't afford
16 stuff like that.

17 I want to be a pillar of the community,
18 not one that tears it down. I'm pro-Sunbury, not
19 anti-Sunbury.

20 MR. TEETOR: We'll look at some pictures
21 in a minute. But I'm to hand you what I'll mark as
22 Exhibit D.

23 (Exhibit D was marked for identification.)

24 Q. And I want to ask you some questions about

1 it.

2 A. I am losing the value on that property
3 like you can't believe.

4 Q. Early in this case, when it was filed I
5 issued some written questions that presumably you and
6 your attorney worked on providing responses to; do
7 you recall that?

8 A. Yes.

9 Q. Does Exhibit D look like the answers that
10 you provided to written questions as part of this
11 case?

12 A. Exhibit D. Oh, this whole thing?

13 Q. Correct.

14 A. Okay. The plaintiff objects to the
15 requested documents to the extent that they seek
16 information and documents protected from disclosure.
17 All this?

18 Q. I believe the -- those are objections that
19 your attorney put forth. The answer -- the actual
20 answers to the written questions begin on the third
21 page. The page begins Interrogatories at the top.
22 The questions are in regular type face and the
23 answers are in bold.

24 A. I'm just uncomfortable having that

1 information out there. I don't like having
2 information out there. I think it's personal
3 information, and it's in his hands.

4 Q. Molly, I'm trying not to ask you personal
5 information. I'm asking: Do you recall providing
6 these answers?

7 A. I do, yes.

8 Q. I wanted to ask you some specifics about
9 them. I'll ask you to turn to Number 12. It's one,
10 two, three, four, five, six, I believe it's seven
11 pages in.

12 A. (Reading) please identify the names and
13 addresses of all witnesses.

14 Q. That's correct. And the answer provides a
15 few names. I wanted to ask you about them. Scott
16 Baker, we've talked about earlier. But number four
17 is Zelma Shull?

18 A. She has now passed. And that is the house
19 that is up for sale that the realtors are showing,
20 and walk right by house and right over my easement
21 and the driveway, and they look at me like I'm crazy.

22 Q. The next name was William Hatfield?

23 A. Okay. I know him as Tom. He was our
24 mayor, him and his wife Jackie.

1 Q. And my question -- the second half of my
2 question was: And indicate which witnesses plaintiff
3 expects or intends to call to testify in this case.

4 What do you expect William or AKA Tom
5 Hatfield to testify about with respect to this case?

6 A. Well, he was there the day he saw -- after
7 the day that Mike tore the fence down, before this
8 case was even settled, he brought his backhoe on the
9 property, and tore the fence down and let my dogs
10 loose to run wild. I've got German Shepherds.

11 He came -- he was the mayor at the time.
12 I called the cops, the cops, the zoning inspector and
13 Tom came out. Plus Tom has been on Mike's radar for
14 a long time.

15 As a matter of fact, Mike would even tell
16 me: You see that trailer down there. Because at the
17 time Tom was building a barn. So he had tools and
18 stuff in a trailer in the backyard. Mike has --
19 there's Facebook postings about the mayor.

20 So I'm not on Facebook, so I don't know,
21 but that's what I understand. And his wife would
22 tell me, he has had a vendetta about almost everybody
23 on our street, and I don't know why.

24 I understand it's your property, and you

1 want to get the most out of your property. But,
2 anyway, they are my neighbors, they are the mayor. I
3 have remained with them. They worked with the
4 chamber as mayor. They have worked with the chamber
5 of commerce in Sunbury very closely. I was on the
6 board of chamber of commerce for a number of years,
7 and we've worked very tightly together on business
8 happenings within -- on the square and within the
9 community.

10 Q. For William Tom Hatfield my question was:
11 What do you expect he will testify about. And I
12 believe the initial part of that answer was that he
13 came the day after Mike tore the fence down?

14 A. No, he came the day of.

15 Q. My apologies, I misheard.

16 A. And I've got the text message if you want
17 that. Mike did it while I was at work, I wasn't even
18 at home, behind my back.

19 Q. When you say text messages, is this a text
20 message between you and Mike, or text message between
21 you and Tom?

22 A. Mike.

23 Q. And don't pull out your phone right now.

24 A. And it wasn't a conversation. He texted

1 me because he has my phone number because he would
2 text me to get orders ready for different flower
3 occasions, and he had to pick up. So he has my phone
4 number, and I had his. You know, something goes
5 wrong, you tell each other.

6 Q. What day was the fence torn down?

7 A. Well, I'm going to have to look. Thank
8 goodness for my neighbor who was home at the time and
9 said: Are you having your fence torn down, because
10 your dogs are out there, and they are loose.

11 So not only did he put my family, life,
12 and house in danger, but he put the neighbors in
13 danger as well, because my dogs -- I don't -- they
14 are Shepherds.

15 Okay. Let's see, 3-8-21. I got the whole
16 thing.

17 Q. And we'll talk about the text messages in
18 a minute. The day the fence came down --

19 A. Here we go, 2-24. Wait.

20 Q. Molly, you've got to answer my questions.

21 A. Okay. I'm sorry. Go ahead.

22 Q. The day the fence came down was 3-8-21?

23 A. Let me make sure. But, yes, I'm almost
24 positive. I guess I have our whole conversations

1 from prior to that, which appear friendly.

2 (Reading) The fence comes down today.

3 Come get your dogs. 3-8-21. And that was after I
4 asked him -- we had to get the police involved a
5 couple times.

6 Q. Earlier you testified that you received
7 Exhibit C, the proposed lease, in March of 2019,
8 correct?

9 A. Okay.

10 Q. Is that correct?

11 A. I believe so.

12 Q. So this is two years after the proposed
13 lease that took the fence down?

14 A. That is how long this case has been going
15 on. This is taking forever.

16 Q. Molly, you have to answer my questions.

17 A. Okay. What was the question?

18 Q. You received the proposed lease. And then
19 two years later is when Mike took the fence down,
20 correct?

21 A. However --

22 Q. You have to answer the question. It's a
23 yes or no?

24 A. Yes. However, I couldn't get into a

1 lease. Our adverse possession case started earlier
2 than the proposed lease.

3 Q. I understand that that's your feeling.
4 All my question was -- and it's a yes or no -- it was
5 two years between the time you received the proposed
6 lease and the time Mike took the fence down, correct?

7 A. I could have sent him --

8 Q. A yes or no, Molly.

9 A. Yes.

10 Q. Thank you.

11 A. But I've sent him offers to buy the
12 property, and he didn't respond. So we were under a
13 court case, which makes a lease invalid.

14 Q. If we turn the page on Exhibit D, Number
15 14, I had asked you to itemize and describe all
16 damages that you are claiming in this lawsuit. And
17 your response after your attorney's objection was:
18 Notwithstanding the foregoing objection, plaintiff
19 states that she is merely requesting declaratory
20 relief with respects to the shared driveway agreement
21 driveway easement and an offset set-off for damages
22 incurred as a result of the plaintiff's fence being
23 torn down by defendants on the date that the
24 complaint in this matter was filed.

1 The fence was torn down March 8th, 2021,
2 correct?

3 A. (Witness nods head.)

4 Q. Is that yes?

5 A. Yes, yes.

6 Q. She can't get head nods.

7 A. That is okay. Yes, yes.

8 Q. That is the same date you filed this
9 lawsuit against Mike, correct?

10 A. Which lawsuit?

11 Q. The one we're here --

12 A. The adverse possession. No.

13 Q. -- the one we're here to talk about today,
14 Molly.

15 A. Okay. And this is the -- I've got to back
16 up a little bit.

17 MR. DUNCAN: Would it help if we
18 stipulated to that?

19 MR. TEETOR: That's fine.

20 MR. DUNCAN: The complaint, itself, was
21 filed on March 8th.

22 THE WITNESS: The complaint, itself, but
23 was that prior to -- okay. That may have been prior
24 to Mike -- the adverse possession, the lease, the

1 tearing down of the fence, it's gone on to court,
2 back and forth in court. I don't know why -- and I
3 don't know what happened within those two years. I
4 have to look. I have to go back and check,
5 because -- I would have to go back and see. I don't
6 know why it's been taking so long. I know the
7 original court date was a year out, and I think
8 because --

9 Q. It's okay. We've stipulated to it now.

10 My question to you had been: Please
11 itemize and describe all damages. And your response
12 was that you're merely requesting declaratory relief
13 and an offset set-off for the damages incurred as a
14 result of your fence being torn down by my client on
15 the date the complaint was filed.

16 As we sit here today, what monetary number
17 can you put on the fence being torn down?

18 A. Do you mean what monetary number is the
19 fence valued at if I were to replace it?

20 Q. What value do you place on the fence being
21 torn down?

22 A. Okay. So if I were to collect damages you
23 mean, what would be a fair number for Mike? I would
24 say 3,000.

1 Q. As we sit here today, do you admit that
2 that fence was on Mike's property?

3 A. Today and today only, yes, because it was
4 on Cellar Lumber's property when I installed it.

5 Q. Well, Cellar Lumbar sold the property to
6 Mike, correct?

7 A. (Witness nodding.)

8 Q. Is that a yes?

9 A. Yes, sorry.

10 Q. That's why I remind you.

11 So it used to be Cellar Lumber's property,
12 and they sold it to Mike, and that fence was on
13 Mike's property?

14 A. Today, technically yes.

15 Q. If someone were to put a shed on your
16 property or a fence on your property, would you be
17 allowed to take it down?

18 A. In this situation, no.

19 Q. Why not?

20 A. Because it has to go to court first, and
21 it has to be decided and finalized.

22 Q. If someone put a fence on your front lawn
23 today, you couldn't take it down without going to
24 court?

1 A. The front lawn is a little bit different.

2 Q. How so?

3 A. It's being used. This side lot isn't
4 being used at all, and I have proof of that, because
5 go look at it. It does not block entrance or exit
6 for anybody. What it looks like now is an eye sore,
7 and it's a health hazard and a depreciation in the
8 value of my house and my character.

9 Q. I understand you believe Mike was not
10 using the side lot, but it's Mike's property,
11 correct?

12 A. Technically, today, yes.

13 Q. Are you allowed to do with your property
14 what you want?

15 A. In respect to my neighbors, with respect
16 to my neighbors, yes.

17 Q. The next question I had asked you, Number
18 15 in Exhibit D, I had asked you to describe all
19 actions taken for the repair and maintenance of the
20 area contemplated by the driveway easement since your
21 purchase of 170 South Columbus Street.

22 And your response after your attorney's
23 objection was: Notwithstanding the foregoing
24 objection, plaintiff states that plaintiff mowed the

1 grass, trimmed the trees, restored gravel, and
2 provided the overall care and maintenance in the area
3 in question.

4 The driveway is a paved roadway, correct?

5 A. It's gravel.

6 Q. Is there any grass on the driveway?

7 A. On mine, where the easement is?

8 Q. The driveway where the easement is.

9 A. There is coming up through the gravel,
10 yes, and around the tree that sits out by the road,
11 which is technically the Village's, I think.

12 Q. It said you restored gravel. When did you
13 restore gravel?

14 A. Probably two years ago, I had a load
15 hauled in.

16 Q. Who hauled that load in?

17 A. You know what, it's someone out of Mount
18 Vernon. They were doing the Shull's, my neighbor,
19 and they were leaving, and I asked them why don't you
20 do mine.

21 Q. Did you get a receipt?

22 A. I doubt it, but I have their business card
23 at home.

24 Q. Could you please provide that to your

1 attorney?

2 A. I can. And there has been numerous
3 branches that have fallen, and I have had the trees
4 trimmed by Adams Tree and Hardwick, because they fall
5 on my fence, and they fall on my cars, and they fall
6 in the driveway, and that's part of the maintenance
7 that I and the Bakers have always done.

8 So when you ask if I can do whatever I
9 have to do with my property, in with respect for my
10 neighbors and for the good of the property and the
11 community, yes. And I have maintained it properly
12 above and beyond.

13 Q. I apologize, I think I got ahead of
14 myself. Turn back one page to Number 12. I had
15 asked you about William Tom Hatfield. But number six
16 says Jacquelyn M. Hatfield. Is that Tom's wife?

17 A. Yes.

18 Q. Was she also there the day that the fence
19 came down?

20 A. No, no.

21 Q. What do you expect her to testify about?

22 A. Well, it's in her backyard. She sees what
23 all goes on over there. It's in her backyard, and
24 she walks and jogs like I do. And she sees --

1 believe me, the whole village has seen.

2 Q. Has seen what?

3 A. The damage over there and what it looks
4 like now. So when I'm saying defamation of character
5 and de-evaluation of my property, that's what's
6 happening. So he can -- what he has done does not
7 consider any neighbor at all.

8 Usually when somebody moves into an area,
9 a neighborhood, you build it up, you want to make it
10 a safe zone. You know, you want to make it a
11 positive thing.

12 When Mike moved in, it's been a lot of
13 turmoil. And this proves it. I've got pictures.
14 And I think -- you asked me -- I think they'll agree
15 is what I think.

16 Q. Number seven you identified various
17 representatives from the Village of Sunbury, NKA, the
18 City of Sunbury. You didn't specify any specific
19 individuals. Which representatives are you referring
20 to?

21 A. The maintenance department, because the
22 maintenance department drives by. And there's one
23 gentleman, I don't know his name, but there is one
24 gentleman that works on the weekends, he would

1 stop -- they would stop and say hi while I was
2 cutting the grass or while I was maintaining stuff.
3 So the village employees that -- and they live here.
4 A couple of them live here. They live down the
5 street from me. So they would see me maintaining the
6 property, trying to keep it all on the up and up,
7 trying to be a pillar of the community.

8 Q. So the extent to which these maintenance
9 department employees are expected to testify is that
10 you maintained the property?

11 A. What more would you want them -- is that
12 what -- if that's what you're asking them, can I
13 prove that I maintained the property, yes.

14 Q. You had identified them as a witness. I'm
15 asking why they are identified as witnesses.

16 A. Because they've actually stopped and
17 talked to me while I was -- I would have to stop the
18 lawn mower and talk to them.

19 Q. Any other reason?

20 A. They would have to check that there's a
21 sewer over there in the corner. And they would have
22 to check that sewer. And they knew I trimmed around
23 the sewer so crap wouldn't end up in the sewer from
24 the overgrowth. So they would check that sewer over

1 there. So they do have a responsibility to that
2 sewer, and they also plowed that road.

3 Q. You identified Nicholas Chambers. Why did
4 you identify him as a witness?

5 A. Because, fortunately, my neighbor Nicholas
6 Chambers was home when Mike took the backhoe to the
7 fence before this court case has ever ended, tore the
8 fence down and let the dogs loose while I was at
9 work. I wasn't even home.

10 Q. Any other reason that Nicholas is
11 identified as a witness?

12 A. Well, I would say that's a pretty big one.
13 He saw it with his own eyes.

14 Q. Number 9 is: Other neighbors and the
15 parties -- excuse me, other neighbors of the parties.
16 Besides the individuals that we've specifically
17 talked about so far, any other individuals that you
18 can name as we sit here today?

19 A. The village solicitor, the village
20 attorney, Duncan Oil, Flings. It's countless. The
21 school bus drivers. It's just countless. Police.
22 I've had to have the police over there.

23 You know, you don't want that for a
24 neighborhood. That's not the neighborhood you want

1 your twins to grow up in.

2 Q. You mentioned the solicitor, Duncan Oil,
3 bus driver and police?

4 A. Yeah.

5 Q. Anyone else?

6 A. Flings, Sunbury Plumbing and Heating. The
7 list can go on and on.

8 Q. And you've identified people as witnesses.
9 This is my opportunity to ask you what you expect
10 these witnesses to testify about.

11 A. I think they would see that this is --
12 this has been such a scar against the village, and it
13 hasn't been handled in the proper way. That is what
14 I think they would see, and I agree.

15 Q. The village solicitor was the first one
16 you mentioned. Who is the village solicitor?

17 A. David Brehm.

18 Q. And how is he involved in your lawsuit
19 against Mike?

20 A. Because when Mike took us all to court,
21 all six or eight of us down that street, it went
22 through David Brehm's office first, and I got the
23 letter from his office.

24 Q. So he was involved in the Village of

1 Sunbury lawsuit?

2 A. There's another one, Cashman, Dan Cashman.
3 He's been in on this, too.

4 Q. Okay. Let's talk about David Brehm first.

5 A. Okay.

6 Q. David Brehm's involvement is relative to
7 the Village of Sunbury lawsuit that you, Mike, and
8 other neighbors were a part of?

9 A. When this first started.

10 Q. Is that the extent of David brehm's
11 involvement?

12 A. Well, he's also my neighbor. He lives
13 right across the drive. He can see my house
14 directly.

15 Q. So he will testify about the prior lawsuit
16 and your maintenance of the side yard?

17 A. Yes.

18 Q. Anything else?

19 A. That I own it. And that Cellar Lumber was
20 there prior to, yeah. And he knows the Bakers. His
21 family knows the Bakers.

22 Q. You mentioned Duncan Oil. Who
23 specifically from Duncan Oil?

24 A. A bunch of their drivers.

1 Q. Do you know any of them by name?

2 A. No, I don't know. We just wave.

3 Q. I know your attorney's last name is
4 Duncan. Is there any connection there?

5 A. There is not.

6 MR. DUNCAN: I wish.

7 Q. You mentioned a bus driver. Do you know
8 the bus driver's name?

9 A. We just wave.

10 Q. So the bus driver waves while you're
11 mowing the lawn?

12 A. Well, if I'm out there maintaining the
13 lawn. And if they have to -- they used to go down --
14 they used to go down Vernon Street, but now they are
15 not allowed to any more.

16 Q. Do you know the bus driver's name?

17 A. The one that can't go down Vernon Street,
18 it's all changed now. Like I said, this thing has
19 drug on. So, no, I really don't know.

20 Q. You mentioned the police. Do you know any
21 specific police officer?

22 A. Yes.

23 Q. Who?

24 A. You know, I don't know his name, but I can

1 get it.

2 Q. Please provide that to your attorney.

3 Other than when you called the police for
4 the fence coming down what was the police's
5 involvement?

6 A. Like I said, I don't think there has been
7 because we were neighborly. I mean, we were
8 neighborly, and there isn't really a need, but --

9 Q. You mentioned Flings. What is Flings?

10 A. Sunbury Plumbing and Heating.

11 Q. Who specifically from Sunbury Plumbing and
12 Heating?

13 A. Well, probably Bill Fling, Junior.

14 Q. And what do you expect Bill Fling, Junior
15 to testify about?

16 A. Just exactly what Tom Hatfield would
17 testify, Brehm, what they would testify, everybody.
18 We all live right there. We think this is -- we
19 think this is unjust.

20 Q. So Bill Fling would testify that you
21 provided maintenance or maintained the side yard?

22 A. Yes.

23 Q. And then you mentioned Dan Cashman?

24 A. Um-hum.

1 Q. What would Dan Cashman testify about?

2 A. Same thing. And that at one point Mike
3 had told me -- and I didn't take this serious,
4 because, you know, you hear all kinds of stuff. But
5 Mike, my neighbor who owns the double next to me, and
6 I think it was Dan had these -- this plan. And I
7 think it was Mike's plan. Because he was going to
8 redesign the road and put retail where he is now and
9 block me off. And either I join their plan or I
10 won't have access to my property.

11 Now, that was a scheme from a long time
12 ago. You were going to put retail in, and you got
13 the guy next to me that owns that double, you and him
14 and Dan Cashman, because he owns the property across
15 Columbus.

16 Q. Just so the record is clear, when you said
17 you and him, you were looking at Mike?

18 A. Yes, yes, they were going to try --
19 because the plans of Sunbury comes off of -- anyway,
20 yes, Dan would be -- he would agree.

21 Q. That was an idea discussed in the presence
22 of you, Dan and Mike?

23 A. Me and my neighbor, who owns the double
24 next to me.

1 Q. And that's Dan?

2 A. No. Dan owns across the street and down.
3 He owns the old Nestle's company. And my neighbor.

4 MR. TALIERCIO: It's Bill Atkins.

5 A. Bill, yeah, that is it. I told you don't
6 get old.

7 Q. So there was a conversation between you,
8 Bill Atkins and Dan Cashman?

9 A. No, Bill, myself and Mike. And they were
10 going to put the properties together and have retail
11 back there and make a brand new entrance. And if I
12 didn't join in, then I was going to lose.

13 Q. When did this conversation happen?

14 A. Well, that was several years ago. Like I
15 said, you let stuff in one ear and out the other.

16 Q. Did that ever occur?

17 A. No.

18 Q. If you would turn to the last page of
19 Exhibit D. It's identified as a verification page,
20 the final page. Is that your signature?

21 A. Yes.

22 Q. Above where it says Molly Drayer?

23 A. Um-hum.

24 MR. TEETOR: I'll hand you what we'll mark

1 as Exhibit E.

2 (Exhibit E was marked for identification.)

3 Q. Looking at Exhibit E, is that your phone
4 number at the top right below where it says Molly's
5 Flowers?

6 A. Yes.

7 Q. I won't read it into the record because I
8 know you don't want personal information out there.

9 You had mentioned earlier in this
10 deposition about text messages you had with Mike.
11 Take all the time you need to go through this and let
12 me know if this is an accurate representation of the
13 texts that you had with Mike in December of 2018,
14 leading up through March of 2021.

15 A. Oh, yeah, I would hear Mike on 610 every
16 once in a while. Okay. Let me see. So what do you
17 need to know?

18 Q. I asked you if this is an accurate
19 representation of your texts with Mike between
20 December of 2018 and March of 2021?

21 A. That's probably it, yeah. So we did come
22 close to a deal at one point.

23 Q. And we're going to work through this,
24 hopefully, a little quicker than some of the other

1 exhibits. But let's look at the first page, the very
2 first text. And is it fair to say that the texts
3 that are in the dark bubbles are Mike's texts to you,
4 and the lighter bubbles with the M next to them, are
5 your responses?

6 A. Probably.

7 Q. And first one says: Hi, Molly; your
8 neighbor Mike. Please call regarding the lawsuit.
9 Apparently, your lawyer has been calling mine
10 regarding additional claims.

11 A. Okay.

12 Q. As we sit here today, do you know what
13 those additional claims are -- or the additional
14 claims that Mike is referring to?

15 A. Not right offhand I don't.

16 Q. If we look on the third page, the third
17 text with a M next to it, which would be your
18 response or your text to Mike, it says: Are you in
19 town this weekend? I can offer you 15,000, and we
20 split closing costs.

21 Was that your offer to Mike to purchase
22 the side yard?

23 A. One of them, yes.

24 Q. Were there other offers?

1 A. Well, I told you the 10,000 that we
2 started with when he was in my driveway. I told him
3 I would rather him get the money than attorneys. But
4 25 was -- I mean, 25? And I don't have -- I'm not
5 made of money.

6 Q. If you felt that this land belonged to you
7 why would you offer Mike \$15,000 for it?

8 A. Well, to avoid all of this, to avoid all
9 of this.

10 Q. When you say all of this, are you
11 referring to your lawsuit against Mike?

12 A. And the adverse possession. I knew if it
13 ever came down to it, and the easement lines were --
14 and I didn't know exactly where things were, like
15 what is happening now, if I could buy it later to
16 avoid all of this, yes, I would.

17 Q. On the next page right below where it says
18 Sunday, January 6th, 2019, it has a partial text, and
19 at the bottom of it it says View All. Do you see
20 that? The text starts: Sorry, I just saw your text.

21 A. Is there a 1:04 up there, the time 1:04?

22 Q. It says 1:04, but I believe most of them
23 say 1:04.

24 A. Oh, January 6, 2019?

1 Q. Correct.

2 A. Yes.

3 Q. We're on the same page?

4 A. Yes.

5 Q. It's the fourth page of Exhibit E.

6 A. One, two, three, four, okay, yes.

7 Q. It starts: Sorry, I just saw your text.

8 At the bottom of that text bubble it says
9 View All. If you turn the page, that's the entirety
10 of Mike's text, is that fair?

11 A. I guess so.

12 Q. So on January 6, 2019, Mike offered to
13 sell you the property for \$20,000, with the
14 contingency that you have your driveway -- excuse
15 me --

16 A. Into perpetuity?

17 Q. Yes, into perpetuity that he would have an
18 easement on it. He would sell it to you, and you
19 could own it, and he would have an easement over it.
20 Is that how you remember it?

21 A. That's probably in -- I don't know if it's
22 in my phone or not. To tell you the truth, I
23 probably saw numbers. Sub parcel off more of the
24 property to cross the street. To cross the street --

1 I guess I would have to -- we would have to walk it
2 to see exactly what he meant.

3 Q. Did you ever walk the property with Mike?

4 A. No.

5 Q. Let's go to Page 7 of Exhibit E. The
6 first full text box is a text from you that says:
7 Hey, Mike, I'm home for a bit. Is four-ish okay?

8 A. Okay.

9 Q. Do you see that?

10 A. Yes.

11 Q. Mike's response: Sure. Want me to come
12 to your back door? And your response: Yes, text me,
13 I'll meet you, and we can walk the property.

14 A. Okay. Did we do that? Where did we walk
15 to?

16 Q. You don't get to testify. I'm sorry, you
17 don't get to ask him questions.

18 Does that refresh your recollection, do
19 you ever recall walking the property with Mike?

20 A. Not the side lot, I don't. Maybe the
21 driveway, but I just don't on the side lot. I don't
22 recall that at all.

23 Q. Does the driveway run parallel to the side
24 lot?

1 A. It runs perpendicular.

2 Q. Go ahead and take a look at Exhibit B for
3 me, please. We had previously provided that to you.

4 A. Okay.

5 Q. On Exhibit B -- I'll hand you a pen -- can
6 you circle where you and Mike walked the property to
7 discuss your purchase of the property, or do you not
8 recall walking the property?

9 A. I don't recall it ever getting that far,
10 but if we did -- if we did, I will circle where we
11 walked, because we met out back here.

12 Q. From the driveway, can you see the entire
13 side yard?

14 A. Yeah. Maybe there.

15 Q. And you just put a circle on Exhibit B, we
16 were not talking about it.

17 When you say maybe there, what are you
18 referring to with that circle?

19 A. Where we maybe walked.

20 Q. And is that what you identify as your
21 driveway?

22 A. The driveway is, yes, but these people --
23 there's another house over here.

24 Q. Please stop marking the exhibit until I

1 ask you to mark it.

2 A. Okay. Sorry.

3 Q. The circle that you made that's just above
4 the ST in Vernon Street is what you identify as your
5 driveway and where you and Mike walked?

6 A. Okay, yes.

7 Q. Is that accurate?

8 A. Okay.

9 Q. Yes or no?

10 A. Yes.

11 Q. It's accurate?

12 A. Yes.

13 Q. Let's look at Page 9 of Exhibit E. At the
14 top it begins Wednesday, February 24th, 2021. And
15 the first text from Mike is: Hi, Molly; neighbor,
16 Mike.

17 A. Okay. Hang on here.

18 MR. DUNCAN: Briefly, before we move on,
19 on Page 4, the top message, sorry, I just saw your
20 text?

21 MR. TEETOR: Yes.

22 MR. DUNCAN: Can you give me the full
23 message. It's just after this.

24 MR. TEETOR: It's on the next page.

1 MR. DUNCAN: It is?

2 MR. TEETOR: Yes.

3 MR. DUNCAN: Fair enough. Perfect. Can
4 we go off the record?

5 (Discussion held off the record.)

6 Q. We can go back on the record.

7 A. Also, if I may speak?

8 Q. Yes, go ahead.

9 A. While this was going on, Mike has entered
10 into an agreement with the Village for the Village to
11 buy Vernon Street. So that does effect some of my
12 decisions. Because I have contacted the Village, and
13 if they -- they are in contract, but it's taking
14 long. But Vernon Street -- they want to widen Vernon
15 Street, which is even going to cut into that even
16 more. So that may effect some of this, if that
17 helps.

18 Q. Fair enough. If we're looking at -- I
19 believe it was Page 9 of Exhibit E, the top of the
20 page has Wednesday, February 24th, 2021, and the
21 first text says: Hi, Molly, neighbor, Mike?

22 A. Um-hum.

23 Q. Do you see that?

24 A. Yes.

1 Q. Mike indicates that he wants your attorney
2 to contact him directly about your offer. What offer
3 did you make on or around February 24th to Mike?

4 A. Well, it had to be fifteen, somewhere
5 around in there. And we weren't going to get
6 attorneys involved. We were just going to go to the
7 closing office. We were just going to go to a
8 closing.

9 Q. So in February of 2021, you offered Mike
10 \$15,000 for the property --

11 A. I think so.

12 Q. You have to let me ask the question;
13 otherwise, her hands are going to fall off.

14 February of 2021, you, again, offered Mike
15 \$15,000 for the side yard. Yes?

16 A. Yes.

17 Q. And you did that through your attorney to
18 Mike's attorney?

19 A. Yes. Now, keep in mind, though, when it
20 was discovered that he was in contract with the
21 Village, that cuts off a lot of the property. I have
22 been in contact with the Village zoning. And they
23 told me it would cut off almost up to that corner
24 fence.

1 So there's an adjustment in here because
2 15 to \$20,000 for that, that the Village is going to
3 own and widen, which eats up a lot of that property,
4 you know, it has got to make sense to me. And it's
5 still in contract with the Village, and they want to
6 widen that. They put in --

7 Q. You had asked your attorney to reach out
8 to Mike's attorney, correct?

9 A. Yes. Wait a minute. Where are we,
10 though? There is part of this that we were going to
11 handle it by ourselves and not get an attorney
12 involved and just go to a closing and get it done
13 with.

14 Q. Let's turn to the next page.

15 A. See, right here, it says: Hey, Mike, hope
16 you're well. Do you mean an offer to purchase side
17 lot? Do we have to go through an attorney?

18 Q. I see that. If we turn to the next page
19 of Exhibit E, the next full text box is a text from
20 you. And it says: Hum, not sure why, I would rather
21 not go through attorney if possible, but for legal
22 documents.

23 A. Okay.

24 Q. So it was your preference to not go

1 through an attorney, correct?

2 A. Yeah, because we would save money except
3 at closing.

4 Q. And that's the same thing you did when you
5 first purchased the property is you didn't use an
6 attorney?

7 A. For sale by owner.

8 Q. The same thing you did with the first
9 property, you cut out attorneys and realtors,
10 correct?

11 A. Yes.

12 Q. Would you agree with me that there's some
13 risk involved when you cut realtors and attorneys and
14 other professionals?

15 A. I would say there is some risk.

16 Q. And although you wanted to do this without
17 attorneys, you would have your attorney present the
18 offer, correct?

19 A. Well, something must have happened,
20 because we were not going to go through an attorney
21 on the higher amount. But then because the road had
22 gone into contract, then -- and there was probably
23 another issue -- this isn't the whole -- these text
24 messages are just bits and pieces. This isn't the

1 whole --

2 Q. I'm just asking you, you had had your
3 attorney present the offer to Mike's attorney,
4 correct?

5 A. On probably another offer. Because, let's
6 see, I think the court case was going on at the same
7 time this was.

8 Q. Molly, let's look back at the page we were
9 looking at, Page 9. It starts Wednesday,
10 February 24, 2021.

11 A. Okay.

12 Q. Mike's first text on that day is at 7:26
13 p.m., do you see that?

14 A. Yes.

15 Q. The next one is at 7:29.

16 A. Okay. It says: Hi, Molly, Mike, your
17 neighbor. Please have your attorney contact me
18 directly about your offer. I will decide when it's
19 time for me to have representation. Okay.

20 Q. And you did not want to get attorneys
21 involved. If we look on the next page --

22 A. Well, here it says: Hi, Mike, hope you
23 are well. Do you mean an offer to purchase the side
24 lot? Okay. So that's what I mean, text messages

1 don't explain the whole story. And it might be a
2 lost -- a set train of thought on another set,
3 because I wasn't sure what offer he was talking
4 about, obviously.

5 Do you mean to offer -- the offer to
6 purchase the side lot? And then I said, I will if
7 you want to, but I would rather not go through an
8 attorney. Because I'm sure Mike and I could have
9 worked the legalities all out. I just feel that way.

10 Q. And the offer you had made was for
11 \$15,000, correct --

12 A. Yes.

13 Q. -- in February of 2021, correct?

14 A. Yes.

15 Q. And then if we turn the page --

16 A. Yes, that's right.

17 Q. The next text exchange is March 5, 2021;
18 do you see that? About two-thirds of the way down
19 the page.

20 A. Yes.

21 Q. And Mike's text to you is: Hi. I thought
22 you didn't want to use attorneys?

23 A. Okay. Some of this is because there were
24 other issues going on. And Mike's attorney had

1 contacted mine for something. And my attorney had to
2 contact Mike. This wasn't all -- that's what I
3 mean -- this wasn't all just about purchasing that
4 side lot. There were other factors going on from the
5 other court cases. And his attorney contacted my
6 attorney for not -- we never -- I don't think we got
7 that far in trying to purchase that property.

8 Q. I understand that. I'm going to keep
9 asking the same questions --

10 A. I'm sorry. Go ahead.

11 Q. -- and I need you to answer my questions.
12 I know you want to give a full explanation. At the
13 end of my questions, if you feel you haven't been
14 able to give a full explanation, I will give you time
15 to give a full explanation. But for the sake of
16 time, I need to ask questions and I need answers to
17 those questions.

18 A. Okay.

19 Q. In February of 2021, you offered Mike
20 \$15,000 for the side yard, correct?

21 A. Yes.

22 Q. If we look at the page we were just
23 looking at, the next text exchange is Friday,
24 March 5, 2021, correct?

1 A. Okay.

2 Q. And it starts with Mike's text to you:
3 Hi, I thought you didn't want to use attorneys; do
4 you see that?

5 A. Um-hum.

6 Q. That text goes on to the following page.

7 A. Yes, okay. It was just for the closing.
8 I called Brian because we could use this office. He
9 closes real estate deals. So I did contact him to
10 see if we could do that here. That is what that was
11 about.

12 Q. And I'm going to ask you the last text on
13 this next page dated at 3:40 p.m., on March 5, 2021.
14 It says: Oh, how about \$4,000?

15 A. Right, because all of this is going on.
16 The village now is in contract with the road. So the
17 Village comes in, if they buy the road, whenever that
18 goes through, they are going to widen it. And then
19 they have like 10 feet or 6 feet on each side of the
20 road, for their making it a village road or a city
21 road, which cuts in to that even more, so...

22 Q. And I understand that. I need to ask my
23 questions.

24 A. Okay.

1 Q. So between February and March 5, 2021, you
2 reduced your offer from 15,000 to 4,000, correct?

3 A. Yes.

4 Q. And it was because you heard that that
5 road may be widened?

6 A. I didn't hear. I spoke with the zoning
7 inspector.

8 Q. And you heard him say the road may be
9 widened, correct?

10 A. Yes.

11 Q. And Mike's response to you and your \$4,000
12 offer was: Take your fence down now?

13 A. Is that what it is? Yes.

14 Q. Did you take your fence down?

15 A. No, because we are in litigation. No,
16 because my adverse possession was still going on.

17 Q. Let's look at the second to last page.
18 Your text to Mike is: You are threatening me and
19 I -- F E S R, which --

20 A. Fear.

21 Q. -- I believe is fear, for my life. Police
22 will be notified. I fear for my home, family and my
23 life. These are threats.

24 A. Because there had been numerous threats.

1 Q. I'm asking in this exhibit, in Exhibit E,
2 can you point to me where there is a threat?

3 A. Fence comes down. Do as I -- it's not
4 even all of these. It's the other messages that I've
5 gotten, too, from him. We didn't just talk through
6 text.

7 In that agreement that he sent me, that
8 lease: You violated your easement agreement; you
9 turned down an offer to purchase; you refused to sign
10 a lease; you sued me; now you insult me with your
11 offer; take the fence down by April 1st. However, I
12 will accept 45,000. If not, you will be dealing with
13 a development company.

14 Q. Okay. That is what you deemed was the
15 threat on your life?

16 A. After he took down my fence with my dogs
17 loose, yeah, that's a threat to me. You know people
18 like that, how far does it go?

19 Q. Molly, I want to make sure you understand
20 my question. This text exchange happened on
21 March 5th. The fence came down on March 8th.

22 I'm asking what in these texts was a
23 threat and what made you fear for your life?

24 A. You violated your easement agreement, you

1 turned down your offer. All of these. Take down
2 your fence.

3 Like I said, Mike is no dummy. He knows
4 how far he can push things. He knows that if he said
5 something violent that that would get him into
6 trouble. He's no dummy. He's a smart man.

7 Q. Mike did not say anything violent to you,
8 correct?

9 A. Not in the texts, no.

10 Q. Do you claim he ever said anything to you
11 orally?

12 A. Not that I can remember, no. But he did
13 tear my fence down before this thing has ever ended,
14 and let my dogs loose. And to me that's destruction
15 of my property, and he just doesn't care.

16 I mean, I really thought we could work
17 something out. But it's grown to this. And now it
18 has to go to court to be finalized, and we can't do
19 anything until it's finalized.

20 (Exhibit F was marked for identification.)

21 Q. I'll hand you what we'll mark as
22 Exhibit F. I'll represent to you that I received
23 this picture from your attorney as part of the
24 discovery of this case. Did you take this picture?

1 A. Yes.

2 Q. Is that the fence that we've been
3 discussing?

4 A. The wooden one that's torn down?

5 Q. The white picket fence?

6 A. Yes.

7 Q. And the street that you can see in the top
8 right corner, is that Vernon Street?

9 A. Yes.

10 Q. And you can see a car that is right at the
11 end of what looks like a wire mesh fence; is that
12 your vehicle?

13 A. Yes, probably. Yes, I think so. Yes.

14 Q. Is that parked in your driveway?

15 A. That is parked in my parking area, part of
16 my easement.

17 Q. So the car is parked in the easement area?

18 A. Which is -- I don't -- the driveway -- the
19 driveway and the parking lot are all one. It's all
20 one. So you can call it a parking area; you can call
21 it a driveway. But the driveway does extend -- the
22 part next to my parking lot extends back to my other
23 neighbors as well.

24 Q. The mesh wire fence or some might call it

1 chicken wire fence, who put that up?

2 A. This temporary fence?

3 Q. Correct.

4 A. Me.

5 Q. Did you put that up along with what you
6 assumed to be your property line?

7 A. Um-hum.

8 Q. Is that fence still up as we sit here
9 today?

10 A. It's got to be, I've got dogs, yes.

11 Q. Do you know when you took this picture?

12 A. I probably have it in my phone. It
13 doesn't look like that right now. Have you seen what
14 it looks like?

15 Q. It would have been some time in March or
16 April of 2021, shortly after the fence was taken
17 down?

18 A. Let's see. Shortly -- no, no. Because
19 Mike has actually sprayed all this. He sprayed --
20 this actually looks good. When he took the bobcat to
21 it, there were splinters and rails all over the
22 place. Okay. And it got cleaned up. So this
23 actually looks very good.

24 Now, Mike has come in and -- in this

1 picture, he sprayed all kinds of -- sprayed weed
2 killer. It kills everything in there. So this looks
3 decent.

4 Q. As we sit here today you don't know when
5 this picture was taken?

6 A. Well, let me see. It wasn't -- it had to
7 be -- I really don't. I can probably look. If
8 you're asking a date --

9 MR. DUNCAN: Can we just get that to you?

10 MR. TEETOR: Sure.

11 MR. DUNCAN: I've got a check list.

12 THE WITNESS: I'm glad somebody --

13 (Exhibit G was marked for identification.)

14 Q. I will hand you what we'll mark as
15 Exhibit G. And I'll represent to you that Mike took
16 these pictures within roughly the last week or two
17 weeks.

18 Do these pictures accurately reflect the
19 condition of Vernon Street as we sit here today?

20 A. Vernon Street, yes.

21 Q. And as we sit here today do you
22 acknowledge or admit that Mike owns Vernon Street?

23 A. I don't know how far it's in contract with
24 the Village. You know, I can't say that. That's

1 beyond my scope. I know he's in contract with the
2 Village. I don't know where it stands. And I've
3 heard, too, from a couple other neighbors that he
4 only owns half of it. The other half is owned by
5 somebody else. Now that's what I understand.

6 Q. Are you aware that under the easement
7 agreement the grantee or the owner of 170 South
8 Columbus Street is required to keep the area
9 contemplated by the driveway easement in good repair?

10 A. Driveway easement, yes.

11 Q. Since you purchased the property, what
12 actions have you taken to repair or keep the driveway
13 in good repair?

14 A. I've re-graveled and I have laid out
15 larger stone because I get a lot of drainage from
16 Mike's building, and it washes away a lot of the
17 stone. And I did trim the trees that fall and
18 maintained by trimming. I've kept everything nice
19 and orderly. Driveway. This isn't -- I don't own
20 Vernon Street.

21 Q. We can agree on that. Let's take a look
22 at Exhibit A. Do you have Exhibit A? Let's look at
23 the final page of Exhibit A. It's identified within
24 the document as Exhibit C. And it's got Volume 0688,

1 Page 1133 at the top; do you see that?

2 A. Yes.

3 Q. And it identifies the easement area --

4 A. Okay.

5 Q. -- as diagonal parallel lines; do you see
6 that?

7 A. Yep.

8 Q. And underneath that is an aerial view of
9 the area we've been talking about. And the diagonal
10 parallel lines extend all the way up what is paved
11 drive being used as South Vernon Street?

12 A. Right.

13 Q. But auditor's records show ownership in
14 Cellar Lumber?

15 A. Okay.

16 Q. And then the parallel lines continue up to
17 the edge of your property where it says Stone Drive.

18 A. (Witness nods head.)

19 Q. Would you agree with me that the easement
20 includes Vernon Street?

21 MR. DUNCAN: Objection, calls for a legal
22 conclusion. You can go ahead and answer.

23 Q. Based on the page in front of you, where
24 it identifies the easement area as diagonal lines,

1 would you agree with me that the easement area
2 includes Vernon Street?

3 A. Well, this says driveway, the fine lines.
4 I don't know. I would have to get out there, like I
5 said, and measure all that degree and pins. I would
6 have to measure that.

7 I know my easement is the driveway, not
8 Vernon Street. And does everybody have an easement
9 on there, everybody that uses that?

10 Q. You can't ask me questions. You just have
11 to answer mine.

12 A. Okay. I'm going to say if there's an
13 easement, everybody that uses Vernon Street has an
14 easement, everybody.

15 Q. I'm asking about your specific easement.
16 And this is the easement that you read before you
17 purchased the property, correct? And the easement is
18 identified here as parallel diagonal lines, correct?

19 A. In this picture, yes.

20 Q. And those parallel diagonal lines are on
21 what is identified as South Vernon Street, correct?

22 A. Okay. Yes.

23 Q. If we go to the front page of the
24 easement, right under the words Easement, right in

1 the middle of the page, we read the first line of the
2 easement. And I'm going to read the second line to
3 you -- or the second sentence to you -- the final
4 sentence.

5 The easement -- excuse me. Where is it?
6 The second sentence. Right after Exhibit C, attached
7 hereto, it says: Grantee, which is identified as the
8 person presently residing at 170 South Columbus
9 Street?

10 A. Okay. Where are you?

11 Q. It is -- do you see Easement in the middle
12 of the page?

13 A. Yes. Exhibit C.

14 Q. The last four lines underneath where it
15 says Easement, that paragraph, the very last word of
16 the fourth line from the bottom begins Grantee.

17 A. Okay.

18 Q. Do you see that?

19 A. Um-hum.

20 Q. And it states: Grantee is solely
21 responsible for the repair and maintenance of said
22 improvements and shall keep said improvements in good
23 repair.

24 Have you, since purchasing 170 South

1 Columbus Street, done anything to keep South Vernon
2 Street in good repair?

3 A. Have I done anything to keep that in good
4 repair? Yes.

5 Q. What?

6 A. I have picked up trash and debris and
7 large rocks.

8 Q. Have you ever repaired or replaced any of
9 the potholes in South Vernon Street?

10 A. With gravel, yes.

11 Q. When?

12 A. Two years ago. Or when I find large
13 things to put in, I try and level it out especially
14 around my mailbox. And, like I said, I don't know
15 who owns this. And I don't want to get sued for
16 something I didn't do right. I'm constantly picking
17 up debris off that road.

18 Q. If you look at -- what is that? Is that
19 G? If you look at the first page of Exhibit G,
20 Exhibit G right here, have you done anything to
21 repair the pothole that you could see right there in
22 the first page of Exhibit G?

23 A. That is in city property.

24 Q. Look at the last page of Exhibit G for me,

1 please. Have you done anything to repair the
2 potholes that you see in the middle of the last page
3 of Exhibit G?

4 A. Yeah, I pick up these big -- see these big
5 rocks? So that is -- I told you I'm not -- well,
6 this is beside the point, but I maintain it. I
7 maintain it with what I can do. I think Mike is the
8 one with the tar trucks.

9 Q. The road identified in the three pictures
10 of Exhibit G is South Vernon Street, correct?

11 A. Yes.

12 Q. Do you use South Vernon Street to access
13 your garage?

14 A. I do.

15 Q. Do you use it on a daily basis?

16 A. Yes.

17 Q. Has Mike ever prevented you from using
18 that road?

19 A. No.

20 (Exhibit H was marked for identification.)

21 Q. I'll hand you what we'll mark as
22 Exhibit H. Do you recognize the sign in this
23 picture?

24 A. I do, and I mean it.

1 Q. Did you make that sign?

2 A. I did not.

3 Q. Who made that sign?

4 A. I'm not sure.

5 Q. How did you get that sign?

6 A. It was a gift.

7 Q. And you don't know who gave it to you?

8 A. Well, I know who gave it to me.

9 Q. Who gave you that sign?

10 A. My family.

11 Q. Did you put that sign up?

12 A. I did. It's biblical, and I agree. I
13 forgive -- I can forgive.

14 Q. Do you know what section of the Bible
15 talks about fences?

16 MR. DUNCAN: Objection. I have no grounds
17 for the objection, but objection.

18 MR. TEETOR: She testified it was
19 biblical.

20 MR. DUNCAN: Fair enough.

21 A. Well, love thy neighbor, it is. And I
22 try.

23 (Exhibit I was marked for identification.)

24 Q. The trash and debris in this photo, who

1 placed that there?

2 A. Me.

3 Q. Do you routinely place your trash in that
4 spot?

5 A. Absolutely.

6 Q. Has Mike asked you to stop doing that?

7 A. No.

8 Q. Who placed the no dumping sign?

9 A. Mike, as far as I know.

10 Q. Any reason to dispute that it was Mike?

11 A. I didn't see him do it.

12 Q. You didn't place the no dumping sign
13 there, correct?

14 A. No.

15 Q. That sign was placed by someone else?

16 A. Correct.

17 Q. And you continue to put trash and debris
18 in that spot?

19 A. It's my easement.

20 Q. Is that trash considered vehicular or
21 pedestrian?

22 A. Pedestrian. That's how I fulfill my
23 pedestrian enjoyment and health of my living and my
24 house.

1 MR. TEETOR: Give us five minutes.

2 MR. DUNCAN: Absolutely.

3 (Recess taken.)

4 Q. Molly, looking at Exhibit I, were there
5 other signs or notices posted about placing your
6 trash in this area?

7 A. About placing it?

8 Q. Correct.

9 A. Forever that's where my neighbors and I
10 and previous owners of the house have placed the
11 trash. That's where our trash company knows to pick
12 up our trash.

13 There are no signs saying: Do not put
14 your trash here. There are no signs saying: Please
15 put your trash here. That's what we've done for 50
16 years.

17 Q. Looking at Exhibit I, there's a sign there
18 that says No Dumping --

19 A. Right.

20 Q. -- In That Area, right?

21 A. A temporary sign, yes.

22 Q. Did you remove that sign?

23 A. Yes, and I have it.

24 Q. Prior to moving into 170 South Columbus

1 Street, where did you live?

2 A. Marengo.

3 Q. How much property did you have there?

4 A. About 11 acres.

5 Q. Did you walk all 11 acres everyday?

6 A. I did.

7 Q. Did your dogs play around in all 11 acres?

8 A. And horses.

9 Q. So your dogs were used to extra space?

10 A. We went from 11 acres to .11.

11 Q. And you knew when you bought 170 South
12 Columbus Street that it was .11 acres, correct?

13 A. Yes. It's kind of funny, yeah.

14 Q. And you wanted the extra side space, the
15 extra side yard for your dogs, correct?

16 A. Correct.

17 Q. So you fenced it in and let your dogs play
18 there?

19 A. That is correct.

20 Q. And when you had it fenced in, Arnie
21 Workman told you, I don't think this is your
22 property, correct?

23 A. That's correct.

24 Q. And you went ahead and fenced it in

1 anyway?

2 A. Because of Cellar Lumber, just what we
3 spoke about earlier. Cellar Lumber, Bakers, 50 some
4 years, they've done all this maintenance, and, yes.

5 Q. Regardless of the reason why --

6 A. Yes.

7 Q. -- Arnie Workman told you it was not your
8 property, and you said go ahead and fence it in
9 anyway?

10 A. He said it may not be, because he didn't
11 know for sure either.

12 Q. You have to let me ask my question.

13 A. I'm sorry.

14 Q. And answer my question with a yes or no.
15 Arnie Workman told you this is not your property, and
16 you fenced it in anyway?

17 A. Yes.

18 Q. The court has now said that this is Mike's
19 property, correct?

20 A. Has it been finalized?

21 Q. At least for now the court says that you
22 don't have an adverse possession claim, correct?

23 A. It got thrown out. I'm not sure what that
24 all means. It got thrown out.

1 Q. As we sit here today, as far as you know,
2 the side yard is still Mike's property, correct?

3 A. Yes, technically.

4 Q. And you continue to put your trash --

5 A. That's all easement.

6 Q. -- in that area?

7 A. No, this is not the side yard. This is
8 not the side yard. This is on the driveway.

9 MR. TEETOR: I've got no further
10 questions, Molly. Thank you very much. I know this
11 is not a fun process, but I appreciate your patience
12 with me.

13 MR. DUNCAN: Read, please.

14 (Signature Not waived.)

15 - - -

16 DEPOSITION CONCLUDED AT 12:10 P.M.

17 - - -

18

19

20

21

22

23

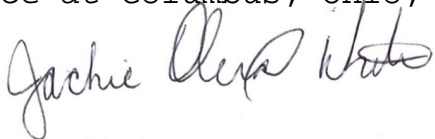
24

1 CERTIFICATE

2 State of Ohio :
3 SS:
County of Franklin:

4 I, Jackie Olexa White, Notary Public in
5 and for the State of Ohio, duly commissioned and
6 qualified, certify that the within named MOLLY DRAYER
7 was by me duly sworn to testify to the whole truth in
8 the cause aforesaid; that the testimony was taken
9 down by me in stenotypy in the presence of said
10 witness, afterwards transcribed upon a computer; that
11 the foregoing is a true and correct transcript of the
12 testimony given by said witness taken at the time and
13 place in the foregoing caption specified.

14 I certify that I am not a relative,
15 employee, or attorney of any of the parties hereto,
16 or of any attorney or counsel employed by the
17 parties, or financially interested in the action.

18 IN WITNESS WHEREOF, I have set my hand and
19 affixed my seal of office at Columbus, Ohio, on this
20 10th day of June, 2022. 

21 _____
22 JACKIE OLEXA WHITE, Notary Public
23 in and for the State of Ohio
24 and RPR-CM.

My Commission expires January 21, 2024.

Page/Line	Correction or Change	Reason Code
-----------	----------------------	-------------

-DocuSigned by:

Molly Drayer

-B66719AA0812419...

•

Ref: F0305402

Exhibits	10 18:17 34:8 85:19		6:13	48:6 58:17 59:13 67:15
305402 Exhibit A 3:5 14:22,23 18:11 21:5 22:4,6 92:22,23	10,000 73:1	3	accurate 30:9 71:12, 18 77:7,11	amount 23:14 81:21
305402 Exhibit B 3:6 28:17,18,20 30:8,14,21 31:22 34:2, 6,10,11,23 38:5 76:2,5, 15	100 31:5 34:8,13,21 48:10	3,000 57:24	accurately 34:18 91:18	angle 23:11
305402 Exhibit C 3:7 25:8 40:8,10 54:7 92:24 95:6, 13	11 101:4,5,7, 10,12	3-8-21 53:15, 22 54:3	acknowledge 91:22	anniversary 10:20
305402 Exhibit D 3:8 48:22,23 49:9,12 55:14 59:18 70:19	1133 93:1	30 10:18 11:7 13:1 44:8,11 45:7	acknowledged 24:24	answering 47:19
305402 Exhibit E 3:9 71:1, 2,3 74:5 75:5 77:13 78:19 80:19 87:1	12 50:9 61:14	30th 43:2,10, 23,24 44:18	acquaintance 16:14	answers 49:9,20,23 50:6 84:16
305402 Exhibit F 3:10 88:20,22	12:10 103:16	31st 43:6	acres 101:4, 5,7,10,12	anti-sunbury 48:19
305402 Exhibit G 3:11 44:18 45:3 91:13,15 96:19,20,22, 24 97:3,10	14 55:15	3:40 85:13	actions 43:6 59:19 92:12	apologies 45:9 52:15
305402 Exhibit H 3:12 97:20,22	15,000 72:19 86:2	4	actual 49:19	apologize 61:13
305402 Exhibit I 3:13 98:23 100:4, 17	170 8:12 21:1 25:11,19,22 27:13 28:9 59:21 92:7 95:8,24 100:24 101:11	4 77:19	Adams 61:4	Apparently 72:9
\$	19 35:18	5	additional 72:10,13	appears 18:16 30:13
\$10,000 38:20	19th 44:5	5 83:17 84:24 85:13 86:1	address 8:11	April 87:11 90:16
\$15,000 73:7 79:10,15 83:11 84:20	1:04 73:21, 22,23	50 100:15 102:3	addresses 50:13	area 16:1 59:20 60:2 62:8 89:15, 17,20 92:8 93:3,9,24 94:1 100:6, 20 103:6
\$20,000 74:13 80:2	1st 87:11	5th 87:21	adjustment 80:1	assigns 25:2
\$25,000 38:22	2	6	admit 46:11 58:1 91:22	assume 5:15 6:2 7:7 8:23 16:11
\$4,000 85:14 86:11	2 15:18 22:7	6 73:24 74:12 85:19	admitted 46:6	assumed 90:6
1	2-24 53:19	610 71:15	advance 46:18	Atkins 70:4,8
1 21:5 22:5 42:16	20 45:1	6th 73:18	adverse 29:1 43:12,16,20 45:24 46:19 55:1 56:12, 24 73:12 86:16 102:22	attached 14:14 25:9 29:7,8 41:3 44:17 45:1,2 95:6
	2006 18:17, 24	7	advice 17:15 28:5	attention 32:11,12,18
	2011 7:10 8:21 9:17 14:12 15:10 30:23 35:4	7 75:5	aerial 93:8	attorney 13:19 18:8 21:11 27:6 40:14 41:1 42:4,21 43:19 47:21 49:6,19 61:1 64:20 68:2 79:1,17,18 80:7,8,11, 17,21 81:1, 6,17,20 82:3,17 83:8,24 84:1,5,6 88:23
	2018 35:17, 18 71:13,20	7:26 82:12	afford 48:15	attorney's 55:17 59:22 67:3
	2019 43:2,6, 10,23,24 44:5,9,11,18 45:1,7,12 54:7 73:18, 24 74:12	7:29 82:15	ages 7:13 8:3	
	2021 56:1 71:14,20 77:14 78:20 79:9,14 82:10 83:13, 17 84:19,24 85:13 86:1 90:16	8	agree 62:14 65:14 69:20 81:12 92:21 93:19 94:1 98:12	
	2022 35:16	8th 56:1,21 87:21	agreement 55:20 78:10 87:7,8,24 92:7	
	20th 45:9	9	ahead 7:16, 19,24 25:15 30:18 31:8,9 33:18 53:21 61:13 76:2 78:8 84:10 93:22 101:24 102:8	
	24 82:10	A	AKA 51:4	
	24th 77:14 78:20 79:3	ability 22:9	Alaska 37:1	
	25 8:4 73:4	Absolutely 10:7 11:1 41:22 44:15 99:5 100:2	allowed 21:14 27:19	
	26 8:5	accept 87:12		
		access 24:10 25:3,12 26:6,21 69:10 97:12		
		accidentally		

attorneys
13:17 73:3
79:6 81:9,
13,17 82:20
83:22 85:3

audibly
41:19

auditor 30:4,
10

auditor's
28:11 29:23
93:13

avoid 46:7
73:8,16

aware 14:13
15:9 39:7
92:6

B

back 24:13
33:9 40:22
42:14 47:21
52:18 56:15
57:2,4,5
61:14 70:11
75:12 76:11
78:6 82:8
89:22

backhoe
51:8 64:6

backyard
9:9,10 26:21
30:14 51:18
61:22,23

bad 33:16
36:18

Baker 13:13,
14 14:15
15:13,18
18:17 50:16

Bakers 13:8,
10,11 17:24
21:13 31:6
33:13 61:7
66:20,21
102:3

bank 14:17,
19 18:13
19:11,14

bargain
24:24

barn 51:17

based 8:22
12:4,9 33:17
93:23

basis 97:15

bathroom
6:20

began 7:11

begin 49:20

begins 49:21
77:14 95:16

belonged
73:6

benefit 6:10

betterment

20:21

Bible 98:14

biblical
98:12,19

big 10:19
16:3 27:12
31:18 38:19
64:12 97:4

Bill 68:13,14,
20 70:4,5,8,
9

bit 31:11,12
56:16 59:1
75:7

bits 81:24

black 30:21
31:21

blame 46:10

blew 38:21

block 59:5
69:9

blue 42:1

Blurt 6:9

board 52:6

bobcat 90:20

bold 49:23

boom 38:20

bottom
34:10 73:19
74:8 95:16

bought 8:23
9:8 11:5,6,
10,12 12:13,
14 13:13,16
14:8,12
21:16,19,21
22:13
101:11

boulders
23:5

boundaries
8:10 30:5,11

boundary
31:22 32:14
34:5

box 75:6
80:19

branches
61:3

brand 70:11

break 6:16,
19

Brehm 65:17
66:4 68:17

brehm's
65:22 66:6,
10

Brian 5:15
48:6 85:8

briefly 42:11,
15 44:14
47:19 77:18

brings 37:15

brothers

18:22

brought
32:10,12,17
42:5 51:8

bubble 74:8

bubbles
72:3,4

bugs 11:16,
19 20:2

build 23:13
62:9

building
39:24 51:17
92:16

built 24:14

bunch 11:16
66:24

bus 64:21
65:3 67:7,8,
10,16

business
10:4,6,11,
12,13,15,16
20:14 48:15
52:7 60:22

buy 8:20
31:13 36:20
38:18 42:4
55:11 73:15
78:11 85:17

buying 15:22
31:12

C

call 5:9 17:12
37:10 51:3
72:8 89:20,
24

called 29:5
41:11 51:12
68:3 85:8

calling 72:9

calls 25:14
93:21

capacity
16:14

car 89:10,17

card 60:22

cards 37:8

care 11:13,
14,15,21
12:5,10,11
13:1 16:1,20
18:5 19:2,24
23:3,4 60:2
88:15

cars 61:5

case 38:17
40:3 42:2
43:13,14,18
45:15 46:2
49:4,11
51:3,5,8
54:14 55:1,
13 64:7 82:6
88:24

cases 38:15
84:5

Casey 8:2

Cashman
66:2 68:23
69:1,14 70:8

causing 31:1

cellar 11:4,8,
11,17 12:24
13:2 14:17,
18 16:19
17:18 19:20,
24 20:5,6,
11,12,15,19
21:14 23:2
26:3 31:5
33:9 58:4,5,
11 66:19
93:14 102:2,
3

Cellar's
33:10

certified 5:2
40:24 41:7
42:8 43:11

chamber
52:4,6

Chambers
64:3,6

chance 46:7

changed
67:18

character
47:14,17
48:14 59:8
62:4

check 57:4
63:20,22,24
91:11

chicken 90:1

children 7:12
8:13

chunk 31:13
33:24

circle 76:6,
10,15,18
77:3

city 37:1,2
62:18 85:20
96:23

claim 88:10
102:22

claiming
55:16

claims 29:2
72:10,13,14

cleaned
90:22

clear 22:3
47:24 69:16

client 35:8
57:14

client's 33:3

close 28:15
71:22

closed 23:24

27:7 28:4,8

closely 52:5

closes 85:9

closing
13:18,20
14:13 24:3
27:2 72:20
79:7,8 80:12
81:3 85:7

collect 57:22

Collins 8:1

Columbus
8:12 21:1
24:12 25:12,
20,23 27:13
28:9 34:14,
20 59:21
69:15 92:8
95:8 96:1
100:24
101:12

commerce
52:5,6

common
37:2

commonly
25:5

community
11:23 13:5
20:22 48:17
52:9 61:11
63:7

company
13:20 14:9
70:3 87:13
100:11

complaint
14:14 28:20,
22,23 29:3,
5,7,9 41:4
44:19 45:3
55:24 56:20,
22 57:15

complete
6:14

completed
35:3

complying
30:19 35:1

CONCLUDED
103:16

conclusion
25:15 93:22

condition
91:19

conducted
12:17 32:8

confusing
5:22

**Congratulati
ons** 10:19

connection
67:4

conservative
37:5

**consideratio
n** 19:16

24:18,23	counterclaim s 5:18	dated 44:18 45:1 85:13	describe 55:15 57:11 59:18	Doubled 38:21
considered 99:20	countless 64:20,21	David 65:17, 22 66:4,6,10	describing 40:12	doubt 60:22
constantly 96:16	County 16:12 28:11 29:23 30:4, 10	day 37:9 51:6,7 52:13,14 53:6,18,22 61:18 82:12	destruction 88:14	drain 46:5
contact 10:2 79:2,22 82:17 84:2 85:9	couple 54:5 63:4 92:3	de- evaluation 62:5	detectors 21:10	drainage 92:15
contacted 78:12 84:1,5	court 6:5 36:10,12 37:13 38:14 39:3,5,7,9 40:2,3 41:19 42:2 43:17 45:15,23 46:24 55:13 57:1,2,7 58:20,24 64:7 65:20 82:6 84:5 88:18 102:18,21	debris 96:6, 17 98:24 99:17	development 87:13	Drayer 5:1,8 7:1 70:22
contemplate d 27:24 59:20 92:9	Covid 35:10, 13	December 71:13,20	diagonal 93:5,9,24 94:18,20	drew 32:3
context 8:22	crap 36:21 47:7,9 63:23	decent 11:15 37:6 91:3	dictate 10:22	drive 25:4,6 26:8 66:13 93:11,17
contingency 74:14	crazy 50:21	decide 82:18	died 19:3	driver 65:3 67:7,10
continue 46:8 93:16 99:17 103:4	cross 37:17 74:24	decided 58:21	difficult 23:18 27:4	driver's 67:8, 16
contract 78:13 79:20 80:5 81:22 85:16 91:23 92:1	CROSS- EXAMINATIO N 5:4	decisions 78:12	directed 12:2,4 31:2	drivers 64:21 66:24
conversation 7:20 52:24 70:7,13	crosses 31:21 33:7 34:5	declaratory 55:19 57:12	disagreement t 38:1	drives 62:22
conversation s 19:12,20 20:4,5,6,11, 12,18 53:24	customer 20:17 36:19	decreased 47:12	disagreements 35:23 36:2	driveway 14:13 24:8, 12 36:22 41:24 50:21 55:20,21 59:20 60:4, 6,8 61:6 73:2 74:14 75:21,23 76:12,21,22 77:5 89:14, 18,19,21 92:9,10,12, 19 94:3,7 103:8
convey 25:1	cuts 79:21 85:21	decreasing 47:4	disclosure 49:16	dropped 38:15
cops 51:12	cutting 36:3 63:2	deemed 87:14	discovered 79:20	drug 27:16 67:19
copy 15:8,12 32:2	daily 97:15	defamation 47:13,17 48:14 62:4	discovery 88:24	duly 5:2
cordial 37:6	damage 62:3	defendants 55:23	discuss 76:7 69:21	dummy 88:3, 6
corner 25:8 63:21 79:23 89:8	Dan 66:2 68:23 69:1, 6,14,20,22 70:1,2,8	degree 21:8 94:5	discussed 69:21	dump 16:23
correct 12:16 16:7 18:14,15 21:20,24 25:23,24 27:3 30:1 31:3 34:17 39:12,21 41:8,12,14 49:13 50:14 54:8,10,20 55:6 56:2,9 58:6 59:11 60:4 74:1 80:8 81:1, 10,18 82:4 83:11,13 84:20,24 86:2,9 88:8 90:3 94:17, 18,21 97:10 99:13,16 100:8 101:12,15, 16,19,22,23 102:19,22 103:2	dark 42:1 72:3	Delaware 13:24 28:11 29:23 30:4, 10	discussing 89:3	dumping 99:8,12 100:18
Cory 8:2	danger 53:12,13	denied 40:1	discussion 32:6 41:15 78:5	Duncan 7:15,17 18:10 25:14 32:2 39:16 41:2 44:14, 16,24 45:8 47:18,24 56:17,20 64:20 65:2 66:22,23 67:4,6 77:18,22 78:1,3 91:9, 11 93:21 98:16,20 100:2 103:13
costs 72:20	date 36:12 39:5,9 44:1 45:14 55:23 56:8 57:7,15 91:8	depicted 25:8	discovery 88:24	E
	depreciation 59:7	depo 14:2	discussed 69:21	ear 70:15
		deposition 5:12 7:11,22 71:10 103:16	divorce 7:9 8:24	earlier 8:23 29:22 50:16 54:6 55:1
		deprecate 59:7	divorced 7:7	
			divots 17:24	
			document 14:24 28:21 29:5,10,16, 20 92:24	
			documents 29:7,8 49:15,16 80:22	
			dogs 26:22 33:16,21 51:9 53:10, 13 54:3 64:8 87:16 88:14 90:10 101:7, 9,15,17	
			door 75:12	
			double 69:5, 13,23	

71:9 102:3	exact 21:9 29:13,20 34:4	extra 101:9, 14,15	19,20 58:2, 12,16,22 61:5,18 64:7,8 68:4 79:24 86:12, 14 87:3,11, 16,21 88:2, 13 89:2,5, 11,24 90:1, 2,8,16 102:8	free 6:13
Early 49:4	exception 21:5 22:5,7 42:24 43:1 45:17,21	extremely 11:20		freely 26:22
easement 14:14,16,18 15:2,4,8,12 18:11,14,16 19:11,13,17, 21 20:7,24 21:2,13,17, 20 22:4,23 23:23 24:3, 4,5,6,16,17 25:3,19 26:5,11 27:24 28:6 31:15,17 32:15 37:18 50:20 55:21 59:20 60:7,8 73:13 74:18, 19 87:8,24 89:16,17 92:6,9,10 93:3,19,24 94:1,7,8,13, 14,15,16,17, 24 95:2,5, 11,15 99:19 103:5	exceptions 42:17	eyes 64:13		Friday 84:23
	exchange 83:17 84:23 87:20	<hr/> F <hr/>		friend 37:11, 12,21
	excuse 12:15 26:6 45:7 64:15 74:14 95:5	face 43:6 49:22		friendly 54:1
	executed 18:17 43:2, 4,22 44:8	Facebook 51:19,20	fenced 101:17,20, 24 102:16	friends 16:13 20:14 26:24 37:19
	exhibit 14:22,23 18:11 21:5 22:4,6 25:8 28:17,18,20 30:8,14,21 31:22 34:2, 6,10,11,23 38:5 40:8,10 44:18 45:2,3 48:22,23 49:9,12 54:7 55:14 59:18 70:19 71:1, 2,3 74:5 75:5 76:2,5, 15,24 77:13 78:19 80:19 87:1 88:20, 22 91:13,15 92:22,23,24 95:6,13 96:19,20,22, 24 97:3,10, 20,22 98:23 100:4,17	fact 41:24 43:12,19 51:15	fences 98:15	front 23:12 58:22 59:1 93:23 94:23
	exhibits 72:1	factors 84:4	fencing 9:9, 11,14 30:23 31:2 32:7,20	fulfill 99:22
	existing 25:4,6,7 26:7	fair 6:3,4,14 7:21 14:10 17:7 25:10, 18 26:1,8 30:3,8,12 31:20 33:14, 20 34:21 45:17,21 57:23 72:2 74:10 78:3, 18 98:20	figure 21:10	full 6:12,14 24:15 75:6 77:22 80:19 84:12,14,15
	exit 59:5	fall 61:4,5 79:13 92:17	final 70:20 92:23 95:3	fun 103:11
	expect 5:16 14:7 51:4 52:11 61:21 65:9 68:14	fallen 61:3	finalized 7:10 43:14 58:21 88:18, 19 102:20	funny 101:13
	expected 63:9	family 11:7 16:2,4,18 17:9 18:21 26:24 53:11 66:21 86:22 98:10	find 21:7 22:10 23:17, 21 28:13 40:23 96:12	future 46:14
	expects 51:3	father 19:3	fine 6:20 14:6 23:10 40:4 48:5 56:19 94:3	<hr/> G <hr/>
	expense 43:5	feared 86:20, 21,22 87:23	finish 6:7 12:8	game 7:21
	explain 27:6 83:1	February 18:17 77:14 78:20 79:3, 9,14 82:10 83:13 84:19 86:1	Fling 68:13, 14,20	garage 24:14 25:7 97:13
	explanation 84:12,14,15	feel 6:13 83:9 84:13	Flings 64:20 65:6 68:9	gave 98:7,8, 9
	extend 89:21 93:10	feeling 55:3	flower 36:19 53:2	gentleman 62:23,24
	extends 89:22	feet 33:15 34:7,9,13, 20,21 85:19	flowers 10:17 36:20 71:5	German 51:10
	extent 49:15 63:8 66:10	felt 73:6	foot 34:3	gift 98:6
		fence 9:16, 21,22,23 10:3,21,22, 23 12:1,2 30:14,15,22 31:3,20 32:7 33:6,18 34:5,7,19 35:2,23 38:1 43:3,5,7 45:19 48:9 51:7,9 52:13 53:6,9,18,22 54:2,13,19 55:6,22 56:1 57:1,14,17,	foregoing 55:18 59:23	girlfriend 36:20,24
			forever 24:13 25:2 54:15 100:9	girls 8:17 9:2
			forgive 98:13	give 6:11,13 43:24 77:22 84:12,14,15 100:1
			fortunately 64:5	glad 91:12
			forwarded 39:2	gnats 11:20 20:3 47:2
			found 47:2	good 24:18, 22 37:7 61:10 90:20, 23 92:9,13 95:22 96:2,3
			four-ish 75:7	goodness 53:8
			fourth 74:5 95:16	governor 37:4
			frames 44:19	grant 24:24 26:10
			frankly 17:17	grantee 25:1, 21,22,24 26:5 92:7 95:7,16,20
				Grantee's 25:8
				grantor 24:24 25:21 26:3
				grants 25:11,
eat 80:3				
edge 93:17				
effect 78:11, 16				
elaborate 10:24				
electric 23:12				
electrical 17:11				
employees 63:3,9				
encroaches 43:7				
end 63:23 84:13 89:11				
ended 64:7 88:13				
ends 31:17				
enjoyment 26:23 99:23				
entered 45:19 78:9				
entire 24:19, 20 76:12				
entirety 74:9				
entrance 37:14 59:5 70:11				
entrances 36:14				
envelope 44:2				
estate 16:6 38:19 85:9				
estimate 34:5 35:5,16				
everyday 101:5				

19,21 26:5	hailed 60:15,16		insult 87:10	keeping 11:19
grass 13:3	hazard 46:24	<hr/> I <hr/>	intend 46:14	Kelsey 8:1,5
36:3,6 60:1,6 63:2	59:7	idea 41:16	intends 51:3	Kibler 6:24
gravel 60:1,5,9,12,13 96:10	head 56:3,6 93:18	69:21	interject 38:11 44:14	7:4 8:2
gray 31:17	health 19:7 46:24 59:7 99:23	identification 14:23 28:18 40:8 48:23 71:2 88:20 91:13 97:20 98:23	interpret 28:5	kids 16:4
great 27:12	hear 69:4 71:15 86:6	identified 28:10 34:15 38:5 62:16 63:14,15 64:3,11 65:8 70:19 92:23 94:18,21 95:7 97:9	Interrogatories 49:21	killer 91:2
green 35:23 38:2	heard 86:4,8 92:3	identifies 30:10 93:3,24	interrupt 6:12	kills 91:2
grew 16:2	Heating 65:6 68:10,12	identify 30:13 50:12 64:4 76:20 77:4	invalid 55:13	kind 5:18 6:8 17:19 33:14 37:20 101:13
grounds 98:16	heck 48:14	illegal 27:17,22 28:1	involved 12:14,15 13:17 21:23 39:21 42:21 54:4 65:18,24 79:6 80:12 81:13 82:21	kinds 69:4 91:1
grow 65:1	held 32:6 78:5	imagine 24:6	involvement 66:6,11 68:5	knew 10:6,12 20:15 21:19 22:21 23:12,16 38:17 43:18 63:22 73:12 101:11
grown 17:10 88:17	helped 19:1	improvements 95:22	involves 26:20	knowledge 14:4 27:23 44:4
guess 14:3 21:4 34:4 53:24 74:11 75:1	helps 44:19 78:17	inches 21:8	involving 39:13	<hr/> L <hr/>
gutter 17:21 18:2	hereinafter 5:2	included 26:20	issue 17:10,19 18:4,6 20:21,22 22:21 31:13,19 81:23	laid 92:14
gutters 17:21 23:6	hereto 25:9 95:7	includes 93:20 94:2	issued 49:5	land 12:13 73:6
guy 69:13	hey 33:6 75:7 80:15	including 39:16,17 45:2	issues 83:24	landlord 43:6
guys 17:6	higher 81:21	incurred 55:22 57:13	Item 44:17,24	large 96:7,12
<hr/> H <hr/>	hill 34:1	individuals 62:19 64:16,17	itemize 55:15 57:11	larger 92:15
half 51:1 92:4	hire 22:11	information 5:18 7:14 49:16 50:1,2,3,5 71:8	items 27:12 45:24	lawn 58:22 59:1 63:18 67:11,13
hand 14:21 30:15 40:9 46:21 48:21 70:24 76:5 88:21 91:14 97:21	hired 23:20	initial 52:12	<hr/> J <hr/>	lawsuit 5:17 28:24 29:6 39:12,15,18,20 55:16 56:9,10 65:18 66:1,7,15 72:8 73:11
handed 40:14	hold 14:5 34:3	initiate 28:23 29:6	Jackie 50:24	lawyer 6:20 72:9
handle 40:14 80:11	home 12:14 26:23 27:2,7 48:1 52:18 53:8 60:23 64:6,9 75:7 86:22	ink 30:22 31:21	Jacquelyn 61:16	laying 48:9
handled 65:13	hope 80:15 82:22	inspector 51:12 86:7	January 73:18,24 74:12	leading 25:6 71:14
hands 50:3 79:13	horses 101:8	install 9:20	jogs 61:24	lease 39:2 40:5,12,17,21 41:3,7,10 42:5,7,9,18 43:1,4,9,22 44:7,8,11,16,24 45:3,6,12,13,19 46:1 54:7,13,18 55:1,2,6,13 56:24 87:8,10
Hang 77:17	house 11:5 13:9 14:8 16:2,3,17,20,22 17:1,14,16 19:8,9 23:11,14,15 26:23 28:15 31:12 47:5,10,11 48:12 50:18,20 53:12 59:8 66:13 76:23 99:24 100:10	installation 35:2	join 69:9 70:12	leasing 41:17
happen 45:16 70:13	houses 24:7 37:16	installed 9:14,16,18 10:21 30:23 32:7 43:3 58:4	Judy 13:14 15:18,23 16:8 18:17 19:13,16	leaving 60:19
happened 37:20 57:3 81:19 87:20	Huh-huh 8:8	instruct 7:19	July 8:4 43:6	left 37:9
happening 46:23 62:6 73:15	human 6:7	instructed 11:13	June 43:2,10,23,24 44:5,8,11	
happenings 52:8	husband 13:15		Junior 68:13,14	
happy 6:17			<hr/> K <hr/>	
Hardwick 61:4			kayaks 26:21	
Hatfield 50:22 51:5 52:10 61:15,16 68:16				

<p>legal 25:15 28:5 80:21 93:21</p> <p>legalities 83:9</p> <p>legend 34:2</p> <p>length 34:13</p> <p>lets 31:15</p> <p>letter 44:6,17 45:1,2 65:23</p> <p>level 96:13</p> <p>life 16:16 19:1 26:19 27:12 53:11 86:21,23 87:15,23</p> <p>lifelong 14:16 15:24 16:5</p> <p>lifestyle 26:24</p> <p>lighter 72:4</p> <p>likes 16:20</p> <p>lines 17:21 18:2 22:9, 12,18 23:6, 10 28:10,15 29:24 73:13 93:5,10,16, 24 94:3,18, 20 95:14</p> <p>list 65:7 91:11</p> <p>listed 15:18</p> <p>Listen 36:17</p> <p>litigation 47:6 86:15</p> <p>live 8:7,13,14 17:2 39:24 63:3,4 68:18 101:1</p> <p>lived 8:16,18 18:22,24</p> <p>lives 16:11 27:13 37:1 66:12</p> <p>living 20:13 35:21 39:24 99:23</p> <p>load 60:14, 16</p> <p>loan 14:16, 19 18:12</p> <p>located 25:7 31:3</p> <p>long 20:13 35:19,20 51:14 54:14 57:6 69:11 78:14</p> <p>looked 47:14 48:8,10</p> <p>loose 51:10 53:10 64:8 87:17 88:14</p>	<p>lose 70:12</p> <p>losing 49:2</p> <p>lost 83:2</p> <p>lot 11:2,3 12:6,11,12, 21 17:4,5,22 20:19 23:3, 4,15 30:24 33:24 34:1 37:3,5,6 59:3,10 62:12 75:20, 21,24 79:21 80:3,17 82:24 83:6 84:4 89:19, 22 92:15,16</p> <p>love 98:21</p> <p>Lumbar 58:5</p> <p>Lumber 11:4,8,11,17 14:17,18 16:19 17:19 19:20,24 20:5,6,11, 12,15,19 21:14 23:2 26:3 31:6 66:19 93:14 102:2,3</p> <p>Lumber's 12:24 13:3 31:5 33:10 58:4,11</p> <hr/> <p>M</p> <hr/> <p>made 73:5 77:3 83:10 87:23 98:3</p> <p>maiden 7:1, 3,6</p> <p>mail 40:24 41:7 42:8 43:11</p> <p>mailbox 96:14</p> <p>maintain 33:13,15 46:8 97:6,7</p> <p>maintained 11:7,11,19 17:20 18:1,4 20:21 31:6 61:11 63:10, 13 68:21 92:18</p> <p>maintaining 16:17,19 33:21 46:4 63:2,5 67:12</p> <p>maintenance 59:19 60:2 61:6 62:21, 22 63:8 66:16 68:21 95:21 102:4</p> <p>major 17:11</p> <p>make 5:21 6:1 32:2</p>	<p>53:23 62:9, 10 70:11 79:3 80:4 87:19 98:1</p> <p>makes 55:13</p> <p>making 85:20</p> <p>man 29:11 88:6</p> <p>manager 20:16</p> <p>marathons 6:18</p> <p>March 45:1, 7,9,10,12 54:7 56:1,21 71:14,20 83:17 84:24 85:13 86:1 87:21 90:15</p> <p>Marengo 101:2</p> <p>mark 14:22 28:16 29:24 40:9 48:21 70:24 77:1 88:21 91:14 97:21</p> <p>marked 14:23 28:18 30:21 40:8 48:23 71:2 88:20 91:13 97:20 98:23</p> <p>market 47:10</p> <p>marking 76:24</p> <p>marks 21:8 30:4</p> <p>married 7:1, 4 8:2</p> <p>matter 41:24 51:15 55:24</p> <p>mayor 39:17 50:24 51:11, 19 52:2,4</p> <p>means 17:4 24:11 102:24</p> <p>meant 17:4 75:2</p> <p>measure 94:5,6</p> <p>measuremen ts 21:8</p> <p>meet 75:13</p> <p>mentioned 7:12 18:12 39:6 40:5 65:2,16 66:22 67:7, 20 68:9,23 71:9</p> <p>mesh 89:11, 24</p> <p>message 52:16,20 77:19,23</p>	<p>messages 52:19 53:17 71:10 81:24 82:24 87:4</p> <p>met 76:11</p> <p>metal 21:10</p> <p>mice 20:2 47:2</p> <p>middle 24:17 30:8 95:1,11 97:2</p> <p>Mike 35:19, 22 36:2,9,17 37:9,24 38:9,18,20 39:6,7,14, 22,23 40:3,5 41:6,16,24 42:3,6,9,19 43:9 45:18 47:20,21 51:7,15,18 52:13,17,20, 22 54:19 55:6 56:9,24 57:23 58:6, 12 59:9 62:12 64:6 65:19,20 66:7 69:2,5, 17,22 70:9 71:10,13,15, 19 72:8,14, 18,21 73:7, 11 74:12 75:3,7,19 76:6 77:5, 15,16 78:9, 21 79:1,3,9, 14 80:15 82:16,22 83:8 84:2,19 86:18 88:3,7 90:19,24 91:15,22 97:7,17 99:6,9,10</p> <p>Mike's 5:17 8:10 46:20, 23 51:13 58:2,13 59:10 69:7 72:3 74:10 75:11 79:18 80:8 82:3,12 83:21,24 85:2 86:11 92:16 102:18 103:2</p> <p>mind 7:15 21:6 31:4 39:2 79:19</p> <p>mine 36:7 37:11,12 47:15 48:11 60:7,20 72:9 84:1 94:11</p> <p>minute 22:14 48:21 53:18 80:9</p> <p>minutes 100:1</p>	<p>misheard 52:15</p> <p>missed 44:22</p> <p>Molly 5:1,8, 10,12 6:24 7:17 28:19 47:18 50:4 53:20 54:16 55:8 56:14 70:22 72:7 77:15 78:21 82:8,16 87:19 100:4 103:10</p> <p>Molly's 10:17 71:4</p> <p>mom 19:4 36:20 38:20</p> <p>monetary 57:16,18</p> <p>money 31:12 42:3,4 73:3, 5 81:2</p> <p>month 35:5</p> <p>morning 32:23</p> <p>Morrow 16:12</p> <p>mosquitoes 20:2 47:3</p> <p>mother 14:18,20 15:20 18:19 19:6</p> <p>Mount 60:17</p> <p>move 9:5 19:6 40:4 77:18</p> <p>moved 9:2, 18 17:9 18:24 62:12</p> <p>moves 62:8</p> <p>moving 100:24</p> <p>mow 18:1 33:24</p> <p>mowed 59:24</p> <p>mower 63:18</p> <p>mowing 67:11</p> <p>multiple 39:7</p> <hr/> <p>N</p> <hr/> <p>named 13:10</p> <p>names 6:21, 23 7:13 13:12 50:12, 15</p> <p>nature 6:7</p> <p>negative 36:7</p> <p>neighbor 36:18 37:7,</p>
--	--	---	---	---

22 53:8 60:18 62:7 64:5 66:12 69:5,23 70:3 72:8 77:15 78:21 82:17 98:21				
neighborhood 39:10 62:9 64:24	objections 49:18	96:15	perpendicular 76:1	police 54:4 64:21,22 65:3 67:20, 21 68:3 86:21
neighborly 37:24 68:7,8	objects 49:14	P	perpetual 25:2	police's 68:4
neighbors 24:6 26:15 39:16 47:5 52:2 53:12 59:15,16 61:10 64:14, 15 66:8 89:23 92:3 100:9	occasions 53:3	p.m. 82:13 85:13 103:16	perpetuity 74:16,17	portion 12:11 43:7
Nestle's 70:3	occur 70:16	packet 21:22	person 5:19 11:22 95:8	positive 53:24 62:11
Nev 41:18	odds 36:9	pages 50:11	personal 7:14 14:4 44:3 50:2,4 71:8	possession 29:1 43:13, 16,21 45:24 46:19 55:1 56:12,24 73:12 86:16 102:22
nice 92:18	offended 38:21	paid 19:17	phone 52:23 53:1,3 71:3 74:22 90:12	posted 100:5
Nicholas 64:3,5,10	offer 43:23 72:19,21 73:7 79:2 80:16 81:18 82:3,5,18,23 83:3,5,10 86:2,12 87:9,11 88:1	paperwork 12:18,19 13:23	photo 98:24	postings 51:19
NKA 62:17	offered 38:18 42:19 74:12 79:9, 14 84:19	paragraph 15:19 24:17, 20 95:15	pick 53:3 97:4 100:11	postmark 44:1
nodding 58:7	offers 55:11 72:24	parallel 34:20,21 75:23 93:5, 10,16 94:18, 20	picked 96:6	pothole 96:21
nods 56:3,6 93:18	offhand 72:15	parcel 38:9, 18 74:23	picket 89:5	potholes 96:9 97:2
non-exclusive 25:3	office 65:22, 23 79:7 85:8	parents 13:14 19:1	picking 96:16	preface 14:1
north 38:6	officer 67:21	park 24:13	picture 47:8 48:8 88:23, 24 90:11 91:1,5 94:19 97:23	preference 80:24
northeast 25:7	offset 55:21 57:13	parked 89:14,15,17	pictures 47:7 48:20 62:13 91:16,18 97:9	premises 43:3,8
notices 100:5	Oil 39:16 64:20 65:2 66:22,23	parking 89:15,19,20, 22	piece 30:24	presence 69:21
notified 86:22	oldest 8:1	part 12:21 32:13 49:10 52:12 61:6 66:8 80:10 88:23 89:15, 22	pieces 81:24	present 81:17 82:3
Notwithstanding 55:18 59:23	opportunity 5:16 65:9	partial 73:18	pillar 48:17 63:7	presentable 11:21 13:5
number 21:5 22:5,7 34:4 50:9,16 52:6 53:1,4 55:14 57:16,18,23 59:17 61:14, 15 62:16 64:14 71:4	orally 88:11	parties 64:15	pins 21:8,11 94:5	presented 42:6
numbers 74:23	order 18:13 19:9	party 39:12	pipe 17:14	presently 25:5 95:8
numerous 61:2 86:24	orderly 92:19	passed 50:18	place 7:9 18:14 19:17 21:20 57:20 90:22 99:3, 12	pretty 64:12
O	orders 53:2	patience 103:11	places 31:3	prevent 13:2 20:2
O688 92:24	original 57:7	paved 25:4 26:8 60:4 93:10	placing 100:5,7	prevented 97:17
object 7:18 25:14	originally 39:23	pay 42:3	plaintiff 49:14 51:2 55:18 59:24	previous 42:14 100:10
objection 55:17,18 59:23,24 93:21 98:16, 17	outlined 31:21	pedestrian 25:4,13 26:6,7,13, 17,22 27:1, 11,20 99:21, 22,23	plaintiff's 55:22	previously 76:3
	outlining 30:14	pedestrians 26:21	plan 69:6,7,9	prior 6:21 11:8 12:5,10 13:7,8,10 14:13 54:1 56:23 66:15, 20 100:24
	overgrowth 63:24	pen 30:15 76:5	plans 69:19	privilege 23:2
	owned 10:15 11:3,17 92:4	people 11:5, 12 13:1,6 20:15 23:2 39:8 47:19 65:8 76:22 87:17	play 101:7, 17	pro-community 11:22 27:14
	owner 32:19, 20 81:7 92:7	Perfect 78:3	plowed 64:2	pro-sunbury 48:18
	owners 12:5, 10 13:7,8,10 100:10		Plumbing 39:17 65:6 68:10,11	problem 11:18
	ownership 46:16 93:13		point 8:18 29:13 37:15 38:1 41:6 42:6 69:2 71:22 87:2 97:6	
	owns 20:24 69:5,13,14, 23 70:2,3 91:22 92:4			

process 103:11	prove 63:13	102:12,14	54:6,18 55:5 88:22	replace 57:19
professional 22:12,17 23:21	proves 62:13	questions 5:17 7:17 29:15 40:16 47:20 48:3, 24 49:5,10, 20,22 53:20 54:16 75:17 84:9,11,13, 16,17 85:23 94:10 103:10	receiving 44:10	replaced 96:8
professionals 81:14	provide 43:9 60:24 68:2	quote 25:12	recess 100:3	reporter 6:5 41:20
proof 59:4	provided 24:4 41:6,16 42:9 49:10 60:2 68:21 76:3	quicker 71:24	recognize 14:24 28:21 97:22	represent 28:19 29:9 38:16 88:22 91:15
proper 65:13	providing 49:6 50:5	quick 32:24	recollection 44:20 45:6, 11 75:18	representation 30:3 45:18 71:12,19 82:19
properly 61:11	pull 36:22 52:23	quit 36:7 46:1	record 5:7 22:3 24:20, 21 32:5,6 69:16 71:7 78:4,5,6	representatives 62:17,19
properties 70:10	purchase 14:20 18:13 19:7,9 35:14,20 59:21 72:21 76:7 80:16 82:23 83:6 84:7 87:9	quote 25:12	records 93:13	request 30:19 35:1
property 8:10,11,20, 23 9:8,12 11:7,10,11, 12,20 12:22 13:16 14:12, 20 15:9,15, 22 16:17,19, 21 17:2,3,4, 7,8,18,20, 23,24 18:5, 13,19 19:2 20:1,3 21:16,19,22 22:12,13,18, 19,22 23:7, 13,14,24 24:15 25:8 27:23 28:4, 8,10,14 29:14,24 30:4,10 31:7,22,23 32:9 33:7, 10,16,24 34:19 35:9 36:5 37:17 38:2,6 42:5 46:5,9,12,20 47:3,4,12,14 48:7 49:2 51:9,24 52:1 55:12 58:2, 4,5,11,13,16 59:10,13 61:9,10 62:5 63:6,10,13 69:10,14 74:13,24 75:3,13,19 76:6,7,8 79:10,21 80:3 81:5,9 84:7 88:15 90:6 92:11 93:17 94:17 96:23 101:3, 22 102:8,15, 19 103:2	pushed 15:9,15 18:19,23 28:9 35:8, 17,19 81:5 92:11 94:17	quote 25:12	rectangle 30:7 34:6	requested 39:23 49:15
proposal 44:7	put 12:1,2 13:2 17:22 18:14 19:17 23:5 26:14 31:2 33:7,18 49:19 53:11, 12 57:17 58:15,22 69:8,12 70:10 76:15 80:6 90:1,5 96:13 98:11 99:17 100:13,15 103:4	R	redesign 69:8	requesting 55:19 57:12
proposed 45:6,12,13 54:7,12,18 55:2,5	putting 17:24	rabbits 47:2	reduced 86:2	required 92:8
protect 17:23	Q	radar 51:13	referring 13:6 15:5 32:18 40:18, 21 44:17 62:19 72:14 73:11 76:18	research 31:14
protected 49:16	question 5:20,22 6:7 10:8 11:3 12:8 14:10 17:12 18:7 25:16,17 42:13,14,23, 24 51:1,2 52:10 54:17, 22 55:4 57:10 59:17 60:3 79:12 87:20	range 27:12, 21	reflect 91:18	resell 19:10
		ranges 27:11	refresh 44:20 75:18	residents 16:1,5
		rats 11:19 20:2	refused 87:9	resides 20:24
		re-graveled 92:14	regular 49:22	residing 25:11,19,22 95:8
		reach 80:7	relationship 37:21,22	respect 51:5 59:15 61:9
		read 23:23 24:2,19,20 27:2,4 40:13 42:9,11,14, 18,23 44:23 71:7 94:16 95:1,2 103:13	relative 66:6	respects 55:20
		reading 21:5 24:22 42:11 50:12 54:2	release 25:1	respond 55:12
		ready 53:2	relief 55:20 57:12	response 55:17 57:11 59:22 72:18 75:11,12 86:11
		real 16:6 38:19 85:9	remain 43:3	responses 49:6 72:5
		realtor 11:6 21:23 48:12	remained 52:3	responsibility 64:1
		realtors 12:14,15 50:19 81:9, 13	remember 13:21 14:2,8 22:15 23:20 40:24 74:20 88:12	responsible 95:21
		reason 8:6 17:13 42:21 63:19 64:10 99:10 102:5	remind 10:9 47:19 58:10	restore 60:13
		reasons 19:7	remove 43:5, 7 100:22	restored 60:1,12
		recall 9:20 13:19 22:16 29:10 44:10 49:7 50:5 75:19,22 76:8,9	removed 45:20	result 55:22 57:14
		receipt 24:23 60:21	repair 59:19 92:9,12,13 95:21,23 96:2,4,21 97:1	retail 69:8,12 70:10
		received 45:6,12	repaired 96:8	review 40:10
			repairs 17:11	rhinoceros 48:5
			rephrase 5:24	ripped 38:23
				ripping 17:23

risk 81:13,15
road 23:9,15
 31:16 34:12,
 13 60:10
 64:2 69:8
 81:21 85:16,
 17,20,21
 86:5,8 96:17
 97:9,18
roadway
 60:4
rocks 13:2
 17:22 96:7
 97:5
rodents
 11:16
roughly
 91:16
routinely
 99:3
rude 48:2
run 16:14
 23:11 33:16,
 22 51:10
 75:23
running 13:3
 27:16
runs 28:15
 34:19 38:6
 76:1

S

safe 27:14
 62:10
sake 84:15
sale 50:19
 81:7
sanitary
 27:14
sanitation
 26:19
save 81:2
scar 65:12
scheme
 69:11
school 64:21
Schools 16:3
scope 28:5
 92:1
Scott 13:13
 14:15 15:13,
 23 16:9,10,
 13 18:12,19,
 21 19:13,17
 23:19 50:15
Scott's 15:19
section
 42:18 98:14
seek 28:4
 49:15
sees 61:22,
 24
sell 25:1
 47:5,10
 74:13,18

semis 17:23
sense 80:4
sentence
 24:19 25:11
 95:3,4,6
sentimental
 17:7
set 83:2
set-off 55:21
 57:13
settled 51:8
sewer 23:10
 63:21,22,23,
 24 64:2
shared 55:20
shed 58:15
Shepherds
 51:10 53:14
shoot 36:21
shop 36:19
shortly
 90:16,18
show 22:12
 34:3 47:8
 93:13
showing
 12:23 48:12
 50:19
Shull 50:17
Shull's 60:18
shut 36:11,
 13
side 11:2,3
 12:20 17:22
 20:19 38:2
 41:10,16,17
 59:3,10
 66:16 68:21
 72:22 75:20,
 21,23 76:13
 79:15 80:16
 82:23 83:6
 84:4,20
 85:19
 101:14,15
 103:2,7,8
sign 43:20
 46:3 87:9
 97:22 98:1,
 3,5,9,11
 99:8,12,15
 100:17,21,
 22
signature
 70:20
 103:14
signed 43:15
 45:13,24
signs 100:5,
 13,14
similar 29:12
single 38:20
sisters 18:22
sit 9:11
 22:16 46:11
 57:16 58:1

64:18 72:12
 90:8 91:4,
 19,21 103:1
sits 60:10
situation
 58:18
skin 48:5
small 16:3
smart 88:6
snakes
 11:16,19
 20:2 47:2
sold 58:5,12
solely 95:20
solicitor
 64:19 65:2,
 15,16
sore 47:1
 59:6
sounds 45:4
sour 37:12
south 8:12
 21:1 25:5,
 11,19,22
 27:13 28:9
 34:10,14,20
 38:6 59:21
 92:7 93:11
 94:21 95:8,
 24 96:1,9
 97:10,12
 100:24
 101:11
space 23:15
 35:23 101:9,
 14
speak 78:7
specific
 62:18 67:21
 94:15
specifically
 64:16 66:23
 68:11
specifics
 50:8
spent 16:16,
 18
splinters
 90:21
split 72:20
spoke 8:22
 86:6 102:3
spoken 5:15
spot 99:4,18
sprayed
 90:19 91:1
square 10:4,
 16 52:8
ST 77:4
stands 92:2
start 5:6 21:5
 35:22
started
 39:14,19
 43:13 55:1

66:9 73:2
starts 24:18
 31:15,16,17
 73:20 74:7
 82:9 85:2
stated 27:10
states 43:1
 55:19 59:24
 95:20
stating 5:6
stayed 19:4
stipulate
 41:2
stipulated
 56:18 57:9
stone 25:6
 92:15,17
 93:17
stones 24:13
stop 36:2,7,
 21 63:1,17
 76:24 99:6
stopped
 63:16
stops 30:20
store 37:9
story 83:1
street 8:12
 21:1 24:8,9
 25:6,12,20,
 23 27:13
 34:14,15,20,
 24 36:10,11,
 13,15 37:13,
 14 39:5,8
 48:13 51:23
 59:21 63:5
 65:21 67:14,
 17 70:2
 74:24 77:4
 78:11,14,15
 89:7,8
 91:19,20,22
 92:8,20
 93:11,20
 94:2,8,13,21
 95:9 96:1,2,
 9 97:10,12
 101:1,12
strip 38:22
stuff 17:11
 27:17 48:16
 51:18 63:2
 69:4 70:15
subject
 21:16
successors
 25:2
sued 38:9
 39:8,11
 87:10 96:15
suit 27:13
summer
 35:6,7
Sunbury
 16:1 39:9,
 13,17,21
 47:1 48:15

52:5 62:17,
 18 65:6
 66:1,7
 68:10,11
 69:19
Sunday
 73:18
surgery
 36:23
surprised
 33:23
survey
 12:17,20
 21:24 22:2
surveyor
 22:11
surveys 32:8
sworn 5:2

T

takes 35:21
taking 16:19
 23:3 39:6
 54:15 57:6
 78:13
Taliercio
 33:1 37:9
 70:4
talk 6:11,20
 8:9 20:16
 36:3,16,21
 41:11 53:17
 56:13 63:18
 66:4 87:5
talked 38:3
 50:16 63:17
 64:17
talking 15:2
 29:4 39:20
 40:3 42:2
 76:16 83:3
 93:9
talks 98:15
tar 97:8
tear 88:13
tearing 57:1
tears 11:23
 48:18
technically
 46:19,23
 58:14 59:12
 60:11 103:3
TEETOR 5:5
 7:16 14:21
 18:8 28:16
 32:4 41:5
 44:15 45:5
 48:20 56:19
 70:24 77:21,
 24 78:2
 91:10 98:18
 100:1 103:9
telling 45:18
tells 22:8
temporary
 90:2 100:21

ten 14:8
 33:15 34:9,
 12,19 46:4
tenant 43:4
testified 54:6
 98:18
testifies 5:3
testify 44:3
 48:6 51:3,5
 52:11 61:21
 63:9 65:10
 66:15 68:15,
 17,20 69:1
 75:16
text 52:16,
 19,20 53:2,
 17 71:10
 72:2,17,18
 73:18,20
 74:7,8,10
 75:6,12
 77:15,20
 78:21 80:19
 81:23 82:12,
 24 83:17,21
 84:23 85:2,
 6,12 86:18
 87:6,20
texted 52:24
texts 71:13,
 19 72:2,3
 87:22 88:9
thing 14:1
 21:6 33:15
 38:13 44:23
 45:14 47:6
 49:12 53:16
 62:11 67:18
 69:2 81:4,8
 88:13
things 21:3
 27:21 73:14
 88:4 96:13
thought
 33:14,20
 46:17 83:2,
 21 85:3
 88:16
threat 87:2,
 15,17,23
threatening
 86:18
threats 42:22
 86:23,24
thrown
 46:18,24
 102:23,24
thy 98:21
tightly 52:7
time 6:16
 8:24 9:3
 11:17 18:18
 20:13 31:4
 36:1,9 38:19
 40:10 44:19
 51:11,14,17
 53:8 55:5,6
 69:11 71:11
 73:21 82:7,
 19 84:14,16

90:15
times 39:7
 54:5
title 14:9
today 5:16
 9:11 22:16
 38:10 41:12
 46:11 47:20,
 24 48:9 54:2
 56:13 57:16
 58:1,3,14,23
 59:12 64:18
 72:12 90:9
 91:4,19,21
 103:1
told 31:16
 33:6,17 69:3
 70:5 73:1,2
 79:23 97:5
 101:21
 102:7,15
Tom 50:23
 51:4,13,17
 52:10,21
 61:15 68:16
Tom's 61:16
tools 21:10
 51:17
top 49:21
 71:4 77:14,
 19 78:19
 89:7 93:1
tore 51:7,9
 52:13 64:7
torn 53:6,9
 55:23 56:1
 57:14,17,21
 89:4
totally 44:22
touch 16:8
 17:6
town 72:19
trace 30:15
trailer 51:16,
 18
train 83:2
transaction
 16:6
trash 26:14,
 16,18 96:6
 98:24 99:3,
 17,20 100:6,
 11,12,14,15
 103:4
Traverse
 37:1,2
treat 16:23
treated 12:6
tree 60:10
 61:4
trees 60:1
 61:3 92:17
trim 92:17
trimmed
 60:1 61:4
 63:22

trimming
 92:18
trouble 31:1
 88:6
truck 26:18
 36:3,23 42:1
trucks 11:9
 13:3 97:8
trusted
 23:19
truth 48:7
 74:22
turmoil
 62:13
turn 50:9
 55:14 61:14
 70:18 74:9
 80:14,18
 83:15
turned 40:24
 87:9 88:1
twins 65:1
two-thirds
 42:16 83:18
type 49:22

U

Um-hum
 6:22 8:19
 9:4 24:1
 32:21 38:4,8
 41:9 68:24
 70:23 78:22
 85:5 90:7
 95:19
uncomfortabl
e 49:24
underlined
 42:18
underneath
 93:8 95:14
understand
 5:20 6:1
 23:8 27:5
 37:23 48:4
 51:21,24
 55:3 59:9
 84:8 85:22
 87:19 92:5
understandin
g 12:5,10
 18:18 20:23
 24:2,4
 33:11,17
 41:14
understood
 6:2 12:1
unjust 68:19
upcoming
 10:19

V

valuable
 24:18,22
valued 57:19

vehicle
 89:12
vehicular
 25:3,13
 26:6,7,13,18
 27:11,20
 99:20
vendetta
 51:22
verification
 70:19
Vernon 24:8,
 12 25:5
 34:16,21,24
 36:11,13,15
 37:14 38:6
 39:4,8 60:18
 67:14,17
 77:4 78:11,
 14 89:8
 91:19,20,22
 92:20 93:11,
 20 94:2,8,
 13,21 96:1,9
 97:10,12
view 73:19
 74:9 93:8
village 17:3
 23:8 39:9,
 13,21 40:1,2
 62:1,17 63:3
 64:19 65:12,
 15,16,24
 66:7 78:10,
 12 79:21,22
 80:2,5
 85:16,17,20
 91:24 92:2
Village's
 60:11
violated
 87:8,24
violent 88:5,
 7
Volume
 92:24

W

wait 22:14
 53:19 80:9
waived
 103:14
walk 26:15,
 22 50:20
 75:1,3,13,14
 101:5
walked 76:6,
 11,19 77:5
walking
 75:19 76:8
walks 61:24
Walnut 16:3
wanted 19:7
 33:21 43:12
 46:2 50:8,15
 81:16
 101:14

washes
 92:16
wave 67:2,9
waves 67:10
website
 28:11 29:21,
 23 30:1
Wednesday
 77:14 78:20
 82:9
weed 91:1
week 91:16
weekend
 72:19
weekends
 62:24
weeks 91:17
white 30:7
 34:6 89:5
widen 23:9
 78:14 80:3,6
 85:18
widened
 86:5,9
wife 50:24
 51:21 61:16
wild 51:10
William
 50:22 51:4
 52:10 61:15
windshield
 37:10
winter 35:6
 44:6,12
wire 89:11,
 24 90:1
witnesses
 50:13 51:2
 63:15 65:8,
 10
wooden 89:4
word 95:15
words 94:24
work 9:23
 52:17 64:9
 71:23 88:16
worked
 14:17 49:6
 52:3,4,7
 83:9
Workman
 9:22,23
 10:2,21,22
 12:1 30:23
 31:2 32:7,20
 101:21
 102:7,15
works 62:24
worse 48:8,9
worth 7:22
 47:11
write 34:24
writing 6:5
written 49:5,

10,20
wrong 41:15
53:5

Y

yard 38:2
41:11,16,17
66:16 68:21
72:22 76:13
79:15 84:20
101:15
103:2,7,8

year 57:7

years 9:7
10:18 11:5,
7,9 13:1
14:8 16:16,
18 31:5
35:11,12,13,
15 46:4
48:10 52:6
54:12,19
55:5 57:3
60:14 70:14
96:12
100:16
102:4

younger
16:17

Z

Zelma 50:17

zone 62:10

zoning 51:12
79:22 86:6

EASEMENT **For Pedestrian and Vehicular Access**

This Easement is granted by Cellar Lumber Company, an Ohio Corporation (hereinafter the "Grantor"), to Judy C. Baker (hereinafter the "Grantee"), presently residing at 170 South Columbus Street, Sunbury, Ohio 43074.

RECITALS

Grantor is the owner in fee simple of the following real property:

Being in the State of Ohio, County of Delaware and Village of Sunbury:

See Exhibit A, attached hereto.

Prior Instrument Reference: Deed Volume 333, Page 563, Recorder's Office, Delaware County, Ohio.

Grantee is the owner in fee simple of the following real property:

Being in the State of Ohio, County of Delaware and Village of Sunbury:

See Exhibit B, attached hereto.

Prior Instrument Reference: Official Records Volume 310, Page 2016, Recorder's Office, Delaware County, Ohio.

EASEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and release to the said Grantee and her successors and assigns, forever, a perpetual non-exclusive easement for access for vehicular and pedestrian purposes over the existing paved drive presently used as, and commonly known as, South Vernon Street, and the existing stone drive leading therefrom to the existing garage located in the northeast corner of Grantee's property, as depicted on Exhibit C, attached hereto. Grantee is solely responsible for the repair and maintenance of said improvements, and shall keep said improvements in good repair. The easement for access shall terminate if and when the easement area is no longer used for vehicular or pedestrian access purposes.

EXECUTED this 10th day of February, 2006.

CELLAR LUMBER COMPANY,
an Ohio corporation

By John B. Miller, President

STATE OF OHIO
COUNTY OF DELAWARE SS:

On this 10th day of February, 2006, before me, a Notary Public, personally appeared John B. Miller, President of Cellar Lumber Company, an Ohio corporation, on behalf of the corporation, who acknowledged that he did sign the foregoing instrument, and that the same is his free and voluntary act and deed.

Mary A. Bell
NOTARY PUBLIC

This instrument prepared by:
William D. Fergus Jr.,
Attorney at Law
103 North Union Street, Suite A
Delaware, Ohio 43015
(740) 383-1324

Mary A. Bell
Notary Public, State of Ohio
My Commission Expires June 17, 2007

The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 2-16-06 Transfer Tax Paid
OR TRANSFER NO
Delaware County Auditor By

EXHIBIT

A

2006000564
Filed for Record in
DELAWARE COUNTY, OHIO
ANDREW D BRENNER
02-16-2006 At 03:13 PM
EASEMENT
OR BOOK 688 Page 1129 - 1133
SCOTT MILLER-BOX

RECORDED
OF DELAWARE, OHIO
4911

EXHIBIT A

ALL THAT PARCEL of land situate in the Village of Sunbury, County of Delaware and State of Ohio, being part of Lot No. 10, Section 4, Township 4, Range 17, bounded and described according to a plan of survey made by Evans, Mechwart, Hamblison & Tilton, Inc., Consulting Engineers and Surveyors, dated December 1, 1966, as follows, viz:

BEGINNING at a point where the Southeasterly line of the parcel of land acquired by The Cellar Lumber Company as recorded in Deed Record Volume 152 at Page 257, in the Office for the Recording of Deeds, in and for said County of Delaware, meets the Westerly line of Vernon Street (45 feet wide) distant 100 feet Northwestwardly at right angles from the center line of the main track of railroad of The Connecting Railway Company known as the Akron Branch;

EXTENDING from said beginning point the following five courses and distances, the first two thereof being by remaining land of said Railway Company: (1) S. 1° 47' W., along the prolongation of said Westerly line of Vernon Street, 31.19 feet to an iron pin distant 60 feet Northwestwardly at right angles from said center line of main track; (2) S. 53° 10' W., parallel with said center line of main track, passing through an iron pin at 48.71 feet from the end of the course being described, 586.95 feet to the center line of Columbus Street; (3) N. 10° 31' E., along said center line of Columbus Street, 327.52 feet to the Southerly line of land now or formerly of R. M. Watts; (4) S. 86° 30' E., being partly by said last mentioned land and partly by said land of The Cellar Lumber Company, passing through iron pins at 38.42 feet and 210.83 feet from the beginning of the course being described, 293.31 feet to a corner of said land of The Cellar Lumber Company, distant 100 feet Northwestwardly at right angles from said center line of main track; and (5) N. 53° 10' E., parallel with said center line of main track, being by said last mentioned land, 147.95 feet to the place of beginning

CONTAINING 1.426 acres, ±.

Save and except the following tracts:

EXCEPTION NUMBER ONE:

Situated in the State of Ohio, County of Delaware, Village of Sunbury, being a part of Lot No. 10, Section 4, Township 4, Range 17, and being part of that tract of land as conveyed to Cellar Lumber Co., by deed of record in Deed Book 333, page 561, all references being to records of the Recorder's Office, Delaware County, Ohio, and being more particularly bounded and described as follows:

Beginning at a point in the centerline of Columbus Street, said point being located North 10° 31' 00" East, a distance of 32.90 feet, from a point where the centerline of said Columbus Street intersects the northerly right-of-way line of the Pennsylvania Railroad; thence North 80° 31' 00" East, continuing with the centerline of said Columbus Street, a distance of 231.78 feet to a point; thence South 83° 37' 00" East (passing an iron pin at 33.09 feet), a distance of 254.16 feet to a p.k. nail; thence South 53° 42' 02" West (passing an iron pin at 322.19 feet), a distance of 370.42 feet to the place of beginning, containing 0.733 acre of land, more or less. Subject, however, to all legal rights-of-way and/or easements of previous record.

EXCEPTION NUMBER TWO:

Situated in the Village of Sunbury, County of Delaware, State of Ohio, located in Farm Lot 10, Section 4, Township 4, Range 17, United States Military Lands, being a 0.145 Acre Tract of land out of an original 1.426 Acre Tract conveyed to The Cellar Lumber Company in Deed Book 333, Page 561, and being more particularly described as follows:

Commencing for reference, at the intersection of the centerlines of Columbus Street (60' in width) and Leus Avenue (50' in width);

Thence North $12^{\circ}47'37''$ East, along the centerline of said Columbus Street, (passing over a railroad spike found at 36.90 feet) for a total distance of 174.19 feet to a railroad spike found at the northwesterly corner of a 0.753 Acre Tract of land conveyed to Preservation Parks of Delaware County as recorded in Official Record Volume 83, Page 1283 being the southwesterly corner of said original 1.426 Acre Tract and also being the TRUE PLACE OF BEGINNING of the herein described tract;

Thence North $12^{\circ}47'37''$ East, along said centerline of Columbus Street, a distance of 32.00 feet to a railroad spike set at a corner of a 19.039 Acre Tract conveyed to Plantinum Industries Corporation, LTD. as recorded in Deed Book 597, Page 661;

Thence North $55^{\circ}58'08''$ East, along a southerly line of said 19.039 Acre Tract (passing an iron pin set at 43.79 feet) for a total distance of 302.85 feet to an iron pin set;

Thence South $14^{\circ}14'53''$ East, (through said original 1.426 Acre Tract) for a distance of 20.11 feet to an iron pin found at the northwesterly corner of a 0.608 Acre Tract conveyed to Cellar Lumber Company as recorded in Deed Book 529, Page 463, also being the northeast corner of said 0.753 Acre Tract;

Thence South $55^{\circ}26'06''$ West, (passing an iron pin found at 270.65 feet) for a total distance of 319.39 feet to the TRUE PLACE OF BEGINNING.

Containing 0.145 acres of land more or less.

EXHIBIT B

Situated in the Village of Sunbury, County of Delaware and State of Ohio:

Being in Range 17, Township 4, Section 4, and middle part of Farm Lot 10, beginning on the north line of the Pennsylvania R.R. Station Grounds 12 feet west of a stone on post at the intersection of a lot division line; thence run North $88-1/1$ W. on said north line 172.325 feet to the east line of South Columbus Street in said Village; thence North on said east line 40 feet; thence East parallel with the south line hereof 172.325 feet; thence South 40 feet to the place of beginning.

Parcel No. 41741116056000

Street Address: 170 S. Columbus Street, Sunbury, Ohio 43074

EXHIBIT C

GRANTOR: SCOTT B. & KAREN M. BAKER
 GRANTEE: _____
 ADDRESS: 170 S. COLUMBUS ST.
 AT BOOK: _____ PAGE: _____
 DATE: 1" = 30'

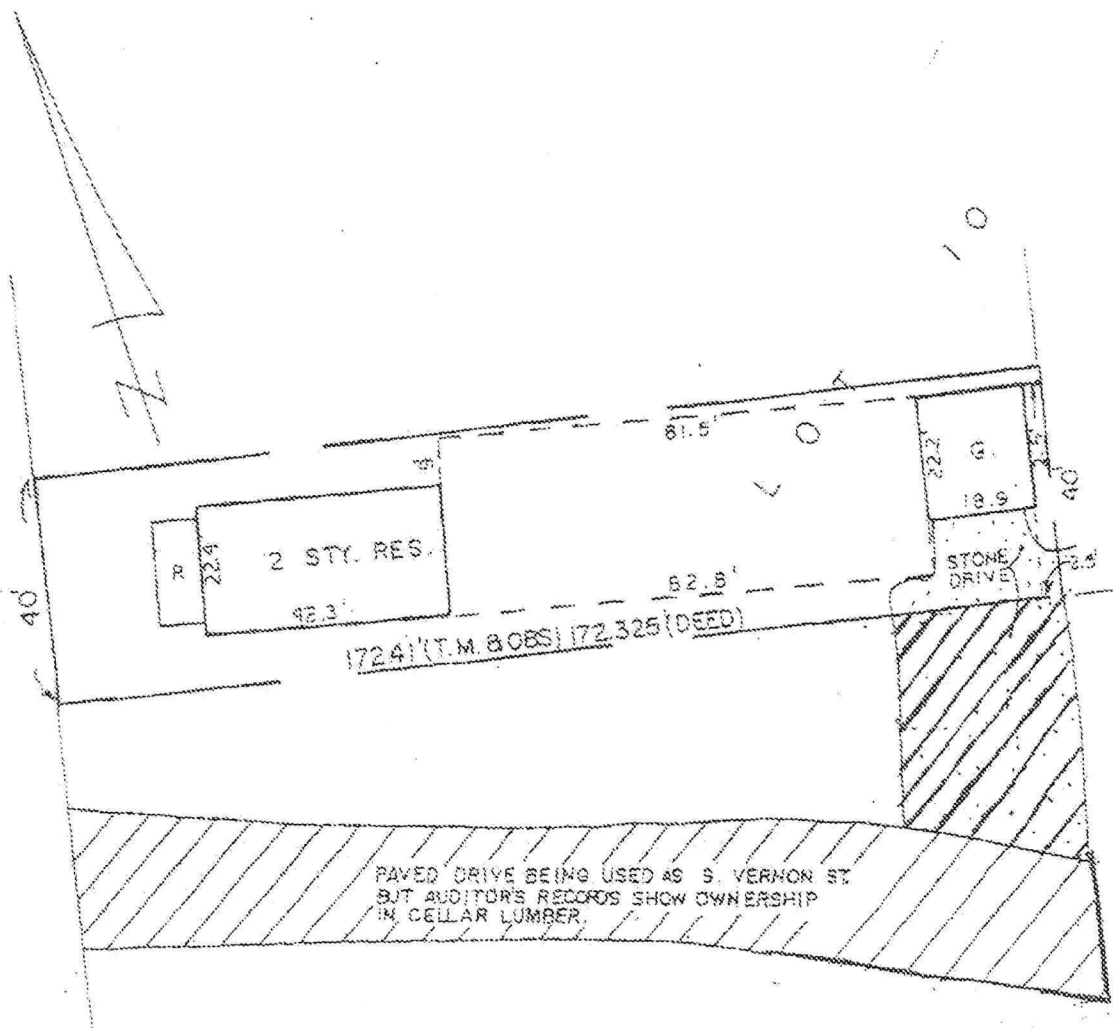


ALLOTMENT: PT. FARM LOT 10
 CITY OR VILLAGE: SUNBURY
 COUNTY: DELAWARE
 TOWNSHIP: 4 RANGE: 17 1/4(S)
 SECTION: 4 QTR: _____
 GREAT LOT: _____



EASEMENT AREA

COLUMBUS ST. - 60'



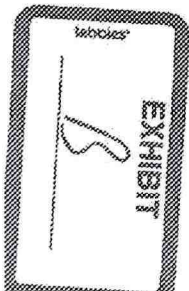
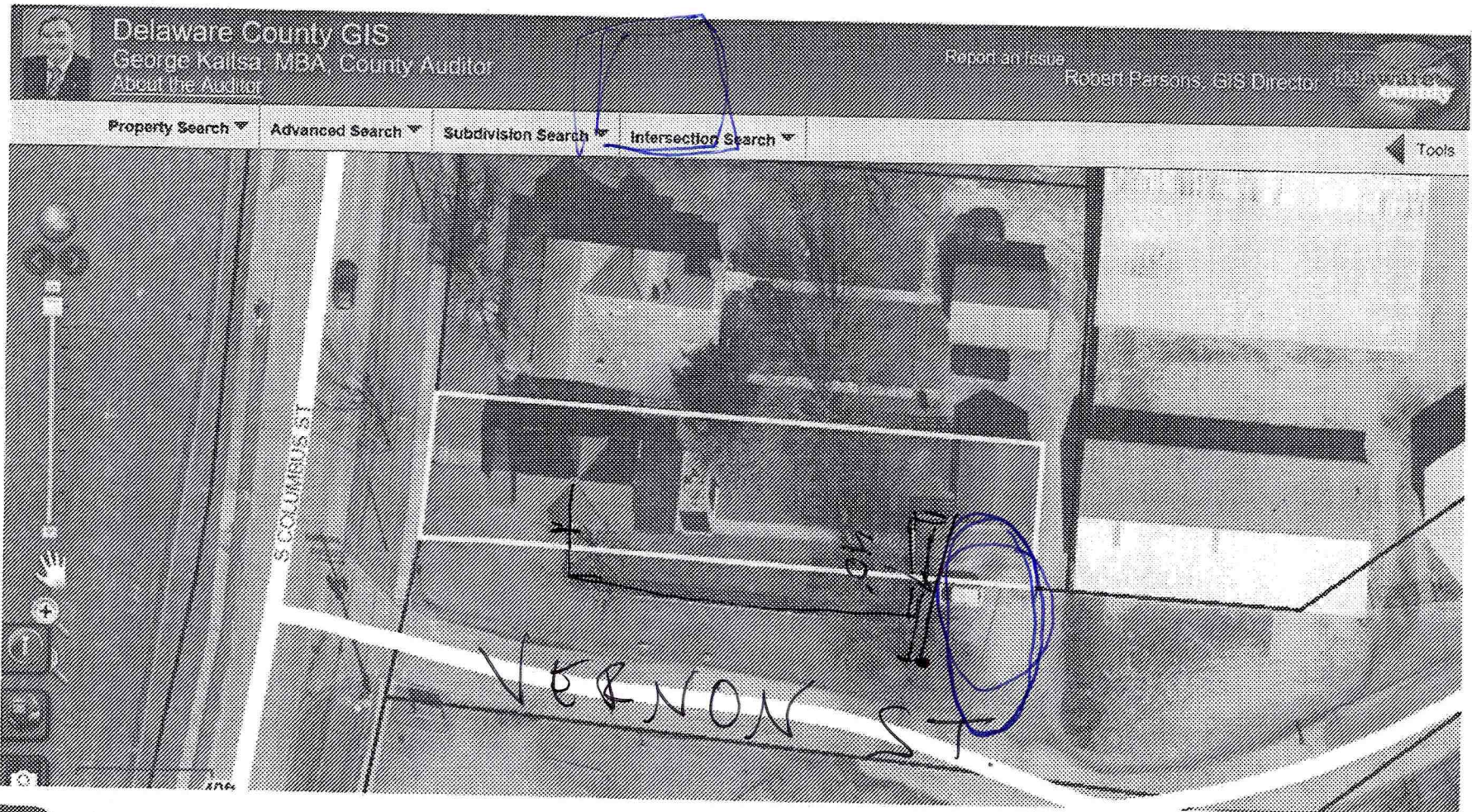
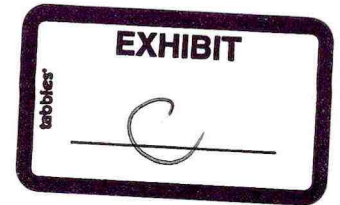


EXHIBIT B

Item C

Lease Agreement



This lease (hereinafter referred to as the Lease) is made this _____ day of _____, 2019 by and between Sunbury Real Estate Holdings, LLC (hereinafter referred to jointly and severally as the Landlord) and Molly K Drayer Kibler, her successors and or assigns (hereinafter referred to jointly and severally as the Tenant). The covenants and conditions stated in the Lease shall bind both the Landlord and the Tenant, jointly and severally.

I. PREMISES LEASED. The Landlord, in consideration of the rent to be paid, and covenants and agreements to be performed by the Tenant does hereby lease the following described premises located at: 157 S. Vernon St., Sunbury, OH 43074 in its western most portion of green space, that sits north of the driveway that connects to S. Columbus Street and south of the parcel owned by Tenant commonly known as 170 S. Columbus St., Sunbury, OH 43074; approximately .13 acres (see attached map – Item B)

(hereinafter referred to as the Premises). The Premises shall include the following personal property owned by the Landlord:

(none, if nothing inserted).

I.a. USE OF PREMISES. Premises must be for personal use of owner of 170 S. Columbus Street, Sunbury, OH 43074 and remain in an undeveloped condition. No buildings or structures are permitted to be constructed or installed on the premises without the written authorization of the Landlord. Drawings and/or plans may be requested by Landlord if Tenant should want to place or install any permanent or semi-permanent structures on the premises. No chemicals or other hazardous materials are permitted on the premises. Tenant accepts cost to remediate land if discovery of any hazardous materials should ever be discovered.

EXCEPTION(S): If this Lease should be executed on or before June 30, 2019 the fence currently installed on the premises may remain. However, if the Lease is not executed the Tenant must remove the fence at his or her own expense before July 31, 2019 or face actions from Landlord to remove the portion of the fence that encroaches on the premises.

II. LEASE TERM. The Tenant agrees to occupy said Premises for an original term commencing at NOON on the last day of June, 2019, and ending at NOON on the last day of December, 2023. The Lease shall automatically renew on a month to month basis unless notice is given as stated in paragraph VII.

III. RENT. The Tenant agrees to pay as rent for the Premises the total sum of \$3,000.00 at the rate of \$250.00 per month, plus a pro-rated amount should the term of the Lease commence on any date other than the first day of the month, without demand, (check one) _____ at the on-site manager's office or X at the designated agent at 157 S. Vernon St., Sunbury, OH 43074.

Unless another Lease is executed prior to the last day of December 2023, commencing January 1, 2024, the rent shall increase 5% for the following 12 months (\$262.50) and will continue to increase by 5% on January 1st of the following years until the premises is either vacated or the need for the Lease is otherwise nullified or obsolete.

Rent is due on or before the first day of each month (the due date), or it may be paid quarterly in advance.

RENT UNPAID 7 DAYS AFTER THE DUE DATE IS DELINQUENT AND WILL AUTHORIZE ALL REMEDIES IN THE LEASE. If all rent is not received on or before the 8th day of the month, the Tenant agrees to pay an initial late charge of \$50.00 plus a late charge of \$50.00 after 15 days, if rent remains unpaid. All funds received shall be applied to: dishonored check charges; late charges; damage charges; delinquent rent; and current rent, in that order.

If payment is made by check that is returned, the Tenant agrees to pay a charge of \$50.00 in addition to the initial and daily late charges, if applicable.

The Landlord may, at any time, require that all rent and other sums be paid in either certified or cashier's check, money order, or one monthly check rather than multiple checks. Cash shall not be accepted without the Landlord's prior written consent, which consent shall not be unreasonably withheld. If cash payment should ever be made, Landlord will provide one (1) hand written receipt to Tenant for his/her records. Tenant is responsible for keeping their own records of payments. Maintenance of such receipt(s) is not the responsibility of the Landlord and no other receipts for past payments will be issued if original is lost or destroyed.

The Landlord agrees further that acceptance and/or refusal by the Landlord of the rent payment after the due date shall in no manner constitute a waiver of the Landlord's rights in the event of the Tenant's failure to make rental payments as herein prescribed and agreed, nor shall it be considered as a change in the date upon which the Tenant is to pay said rent. Failure to demand the rent when due shall not constitute a waiver by the Landlord, and the necessity of demand for the rent by the Landlord when the rent is overdue, is hereby waived.

The Landlord agrees to notify the Tenant, in writing, at least thirty (30) days prior to the expiration of the Lease, or any renewal thereof, of any increase in the rent charged for occupancy of the Premises.

IV. OCCUPANCY. The Tenant agrees that only those persons listed below shall occupy the Premises:

Name Date of Birth Name Date of Birth

Any/All legal residents of 170 S. Columbus St., Sunbury OH, 43074

No person shall be released from the covenants of the Lease without first obtaining the written agreement of the other tenants and/or cosigners set forth herein and written approval of changes

from the Landlord. If such changes are agreed upon, all parties herein agree to make the necessary changes to the Lease before changes are valid.

The Tenant agrees that the Premises are to be occupied for residential purposes only. The Premises shall not be used or allowed to be used for any unlawful purpose, or for any purpose deemed hazardous by the Landlord because of fire or any other risk or in any other manner which would disturb the peaceful, quiet enjoyment of any other occupant of the apartment community of which the Premises are a part. The Landlord reserves the right of eviction for the illegal manufacture, distribution, use or other illegal activities in connection with controlled substances. A criminal conviction shall not be necessary before the Landlord can institute an eviction action. Tenant accepts all legal, financial and other responsibilities of any damages, injuries, or losses that occur on the premises. Tenant agrees to release and hold harmless the Landlord of any such claims that should occur on the premises; and further, accepts full and sole responsibility for settling any such claims.

V. SECURITY DEPOSIT. The tenant agrees to deposit with the Landlord the sum of \$0.00 as security for his or her faithful performance under the Lease and by law. The Tenant agrees the deposit is not an advance payment of rent and does not relieve the obligation to pay rent including rent for the last month of occupancy. The Landlord, at the expiration of the Lease or hold-over tenancy, may apply the security deposit for past due rent, fees, utilities, and/or for the cost of repairing damages beyond reasonable wear and tear to the Premises caused by the Tenant, his/her guests, family or invitees. Also, abandonment or vacating of the Premises by the Tenant before the end of the term shall result in the Landlord deducting damages he has incurred from the security deposit. The Landlord shall attempt to mitigate any damages as a result of abandonment. Each of the aforementioned tenants shall be jointly and severally responsible for all losses incurred by the Landlord occasioned by the tenancy.

The Tenant agrees to provide the Landlord, in writing, a forwarding address upon vacating the Premises. The Landlord agrees to return to the Tenant the security deposit, or whatever part has not been applied in payment of any tenant obligations under the Lease, within thirty (30) days after the expiration or any renewal of the Lease and delivery of possession of the Premises to the Landlord, whichever is last to occur. Any deductions from the security deposit shall be itemized and identified in writing by the Landlord during this same time period. This provision does not waive rights of the Landlord to seek damages in excess of the security deposit. The Tenant agrees to reimburse the Landlord for any rent, fees, utilities due and/or damages exceeding the security deposit.

~~VI. KEYS. The Tenant will be provided (insert number) _____ apartment key(s), _____ mailbox key(s), and _____ other key(s) for _____. These keys may not be duplicated. There will be a \$_____ re-keying charge for any of these keys not being returned upon vacating.~~

VII. MOVE OUT NOTICE AND RENEWAL. Unless another Lease is signed by the parties hereto or unless written notice of termination is given by one party to the other at least thirty (30) days before expiration of the Lease, the Lease shall be automatically renewed on a month to month basis. At least thirty (30) days prior to the due date, written notice of intent to move out, vacate or sell 170 S. Columbus St., Sunbury OH 43074 must be given to the Landlord or the Landlord's

agent. If the property at 170 S. Columbus St., Sunbury OH 43074 should be sold, inherited or gifted to another party, this Lease shall remain in effect until a new Lease with the new owner of 170 S. Columbus St. is executed. ~~The Tenant's move-out notice must terminate the Lease (check one): ☐ on the last day of the month following the next rental due date, or ☐ on the exact day designated in the move-out notice but no sooner than thirty (30) days prior to due date and after the notice. (If neither is checked, the second option above shall control). Verbal notice is not sufficient. It is the responsibility of the Tenant to inform any potential buyers of 170 S. Columbus St. of this Lease. Tenant accepts full responsibility, financial, legal or otherwise, for disclosure of this Lease during any real estate transaction. Sale of aforementioned property does not nullify this Lease unless it is on a month-to-month basis when the sale occurs.~~

VIII. UTILITIES. ~~The Landlord shall pay for (if checked): ☐ electricity, ☐ gas, ☐ water, ☐ sewage and storm water, ☐ trash disposal, ☐ cable TV, ☐ master TV antenna. The Tenant agrees to pay for all other utilities, related deposits and charges on the Tenant's utility bills. The Tenant shall not allow utilities, other than cable TV, to be disconnected by any means (including non-payment of bill) until the end of the Lease term or renewal period. If the apartment is submetered, the Landlord shall attach an addendum to the Lease in compliance with any necessary public authority. The Tenant agrees to reimburse the Landlord for any utility bills paid by the Landlord during the Tenant's responsibility to the Lease. Utilities shall be used only for normal household purposes and not wasted. Tenant is responsible for all costs associated with any utilities or maintenance of utilities that run along or through the premises.~~

IX. PETS. ~~There shall be no dogs, cats, or pets of any kind permitted in, on, or about the Premises, or adjoining common areas (even temporarily), unless a written addendum with the Landlord consent is added to the Lease which provides otherwise. If a pet has been in the apartment at any time during the tenant's term of occupancy (with or without the Landlord's consent), a charge may be made for defleaing, deodorizing, and/or shampooing, and/or other damages occasioned by the pet.~~

X. INSURANCE. Tenant will be responsible for insuring all the Tenant's personal property within the Premises. Therefore, it is strongly recommended that the Tenant add an addendum to his/her Home Owner's Insurance Policy that covers the premises and any occurrences that may occur on it. ~~purchase a Renter's Insurance policy, and the Tenant hereby relieves the Landlord of all risk that can be insured thereunder.~~

XI. USE AND ASSIGNMENT/SUBLETTING. The Tenant agrees that the Premises shall be used only as a personal residential yard dwelling unit and for no other purpose; nor shall Premises or any part thereof be sublet or assigned, ~~nor shall the number or name of occupants be increased or changed,~~ without written consent of the Landlord.

XII. TENANT'S DUTIES: The Tenant shall:

A. Keep the Premises that he/she occupies and uses safe and sanitary;

B. Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by the landlord;

~~C. Keep all plumbing fixtures in the premises or used by the Tenant as clean as their condition permits;~~

~~D. Use and operate all electrical and plumbing fixtures properly;~~

E. Comply with the requirements on Tenants by all applicable state and local housing, health and safety codes;

F. Personally refrain, and forbid any other person who is on the Premises with his/her permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or, other part of the Premises;

~~G. Maintain in good working order and condition any range, refrigerator, washer, dryer, dishwasher, or other appliances supplied by the landlord;~~

~~H. Promptly notify the landlord of the need for repairs;~~

I. Conduct him/herself and require other persons on Premises with his consent to conduct themselves in a manner that will not disturb his neighbors' "peaceful enjoyment" of the Premises;

J. Not unreasonably withhold consent for the Landlord or his/her agents to enter the Premises;

K. Conduct himself, and require persons in his household and persons on the Premises with his consent to conduct themselves, in connection with the Premises so as not to violate the prohibitions contained in Chapters 2925, and 3719, of the Revised Code, or in municipal ordinances that are substantially similar to any section in either of those chapters, which relate to controlled substances;

~~L. Tenant shall regularly test all smoke detectors, supply electric current thereto (Battery or electric current if required by lease), and notify Landlord of any mechanical failure, need for repair, or replacement.~~

M. Maintain the yard as any other residential yard, including, but not limited to cutting the grass, raking leaves, removing trash or other debris.

N. Since no structures are on the premises, allow reasonable access of premises to Landlord 8 am to 9 pm 7 days a week, if needed.

~~XIII. LANDLORD'S DUTIES: The Landlord shall:~~

~~A. Comply with the requirements of all applicable building, housing, health and safety codes that materially affect health and safety;~~

~~B. Make all repairs and do whatever is reasonably necessary to put and keep the Premises in a fit and habitable condition;~~

~~C. Keep all common areas of the Premises in a safe and sanitary condition;~~

~~D. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and air conditioning fixtures and appliances, and elevators, supplied, or required to be supplied by the Landlord;~~

~~E. When he/she is a party to any rental agreements that cover four or more dwelling units in the same structure, provide and maintain appropriate receptacles for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal;~~

~~F. Supply running water, reasonable amounts of hot water and reasonable amounts of heat at all times, except where the building that includes the Premises is not required by law to be equipped for that purpose, or the Premises is so constructed that the heat or the hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection;~~

~~G. Except in the case of emergency, or if it is impractical to do so, give the Tenant at least twenty-four (24) hours notice of his intent to enter and enter only at reasonable times;~~

~~H. Not abuse the right of access as described in this Lease;~~

~~I. Landlord shall furnish and repair smoke detectors as required by law.~~

XIV. CONDITIONS OF PREMISES and ALTERATIONS. The Tenant accepts the Premises AS IS, except for conditions materially affecting health or safety of ordinary persons, and except as otherwise indicated on the inventory and condition form described below, the Landlord makes no implied warranties. ~~The Landlord shall provide an inventory and condition form to the Tenant on or before move in. Within seven (7) days after move in, the Tenant shall note all defects or damages on the form and return it to the Landlord's agent; otherwise the Premises shall be presumed to be in clean, safe and good working condition. The Tenant shall use customary diligence in care of the premises of the apartment and common areas. Whenever damage is caused by the Tenants, the Tenant's guests, or occupants due to carelessness, misuse, neglect, or failure to notify the Landlord of any need for repairs, the Tenant agrees to pay (1) the cost of all repairs and do so within thirty (30) days after receipt of the Landlord's demand for the repair charges; and (2) rent for the period the unit is damaged whether or not the unit is habitable. The Tenant may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Landlord's property except as authorized by the Landlord in writing. No holes or stickers are allowed inside or outside the apartment; however, a reasonable number of small nail holes for picture hanging are permitted. No water furniture, antennae, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or rekeying shall be permitted except by the Landlord's prior written consent. The Tenant shall not disable, disconnect, alter or remove the Landlord's property, including security devices, alarm systems, smoke detectors, appliances, furniture, screens. When the Tenant moves in, the Landlord shall furnish light bulbs for fixtures furnished by the Landlord; thereafter, light bulbs of the same wattage shall be replaced at the Tenant's expense. When moving out, the Tenant shall surrender the Premises in the same condition as when received, reasonable wear excepted.~~

XV. WHEN THE LANDLORD MAY ENTER. See Section XII clause N. ~~The Landlord, or the Landlord's representatives may peacefully enter the Premises during reasonable times for the purposes listed below, provided the Tenant or the Tenant's guests are present. If no one is in the~~

~~Premises, and request has been made for repair and/or entry by the Tenant, the Landlord, or the Landlord's agents may enter peacefully and at reasonable times by duplicate or master key. If the Landlord requests entry, a written notice shall be given to the Tenant twenty four (24) hours prior to entry. The Landlord reserves the right to enter the Premises without notice in case of emergency. The Landlord reserves the right to enter by other means if locks have been changed in violation of the Lease.~~

Such entry may be for: repairs, estimating repair or refurbishing costs; pest control preventive maintenance; ~~filter changes; testing or replacing smoke detectors; retrieving unreturned tools or appliances; preventing waste of utilities; removing or rekeying unauthorized security devices or unauthorized alarm systems;~~ removing health or safety hazards (including hazardous materials); inspections when imminent danger to person or property is reasonably suspected; entry by a law enforcement officer with search warrant or arrest warrant; ~~showing apartment to prospective tenants (after vacating notice has been given);~~ or insurance agents; or other valid business purposes.

XVI. NON-LIABILITY. The Tenant acknowledges that any security measures provided by the Landlord shall not be treated by the Tenant as a guarantee against crime or a reduction in the risk of crime. The Landlord shall not be liable to the Tenant, the Tenant's guests, or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. The Landlord shall not be liable to the Tenant, guest or occupant for personal injury or damage or loss of personal property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions; or actions of Tenant, Tenant's guests or others who enter the premises with or without the knowledge of the Tenant, ~~and interruption of utilities unless caused by the Landlord's negligence.~~ The Landlord has no duty to remove ice, sleet, or snow; but the Landlord may do so in whole or in part, with or without notice. If the Landlord's employees are requested to render services not contemplated in the Lease, the Tenant shall hold the Landlord harmless from all liability for same.

XVII. LEASE COMPLIANCE. The Landlord and the Tenant have, at all times, the right to require compliance with all covenants, terms and conditions of the Lease, notwithstanding any conduct or custom on the Landlord's or the Tenant's part in refraining from so doing at any time. Waiver at any time of any breach or condition of the Lease shall not constitute or become a waiver of any subsequent breach, or change any condition of the Lease. The Landlord, where not required by law, may discontinue any facilities, amenities, or such services rendered by the Landlord and furnished to several tenants on a common basis, not expressly covenanted for herein, it being understood that they constitute no part of the consideration for the Lease.

XVIII. DEFAULT BY THE TENANT. In the event the Tenant is in default of any of the terms or obligations of the Lease, violates and/or fails to comply with any of the covenants, terms, or conditions of the Lease, or any community policies herein or hereafter adopted by the Landlord, said default shall constitute grounds for termination of the Lease and/or eviction by the Landlord. It is expressly understood and agreed that the Tenant shall be and remain liable for any deficiency in rent until the Lease expires or until such times as in the interim, the Premises are leased by another acceptable tenant. The Tenant shall also be and remain liable for any expense incidental to re-letting, cleaning costs beyond normal wear and tear, trash removal, ~~painting costs, utilities,~~ or any

other damages and costs which the Landlord has sustained by virtue of the Tenant's use and occupancy of the Premises or default under the Lease.

XIX. DEFAULT BY THE LANDLORD. If the Landlord is in default of the obligations imposed by the Lease, the Tenant may terminate the Lease by following these procedures (as directed by Revised Code 5321.07): (1) the Tenant shall make written request for repair or remedy of the condition within a reasonable time, and all rents must be current at such time; after receiving the request, the Landlord shall have the reasonable time to repair, or remedy, considering the nature of the problem and reasonable availability of materials, labor and utilities, (reasonable time is considered to be not more than thirty (30) days); if such time has passed and if the Landlord has not made a diligent effort to repair or has not reported on the progress of remedy, then the Tenant may deposit all rent that is due, on or before the due date, with the Clerk of Courts of the Municipal of County have jurisdiction or (2) the Tenant may give written notice of intent to terminate the Lease unless the repair is made within thirty (30) days.

XX. ENTIRE AGREEMENT. The Lease and attached Addenda listed in Paragraph XXIII are the entire agreement between the Landlord and the Tenant. No representations oral or written, not contained herein or attached hereto, shall bind either party, except any attached Addendum. The Landlord or the Landlord's agents (including management personal and other employees or agents) do not have authority to waive, amend or terminate the Lease or any part of it and do not have authority to make promises, representations or agreements which impose duties of security or other obligation on the Landlord or the Landlord's agents unless done in writing. No action or omission of the Landlord's representative shall be deemed a waiver of any subsequent violation, default, or time or place of performance.

XXI. SEVERABILITY. If any portion of the Lease is found to be void, unenforceable, or against public policy, the remaining portions of the Lease shall not be affected.

XXII. BINDING EFFECT. The Lease is binding on the Landlord and the Tenant and on their respective heirs, successors, executors, and administrators. The Consumer Sales Practices Act does not apply to the Lease.

XXIII. ADDENDA. The following addenda and other provisions attached are a part of the Lease. (as initialed below by Tenant and Landlord).

Landlord Tenant

1) ~~Inventory and Condition form~~

2) ~~Community Policies~~

3) ~~Pet Addendum~~

4) ~~Other Addenda as listed: Item B -- Plat of Survey showing premises, attached.~~

CAUTION TO ALL PARTIES: THE LEASE, WHEN SIGNED BY ALL PARTIES, IS A BINDING LEGAL OBLIGATION. DO NOT SIGN WITHOUT FULLY UNDERSTANDING IT. CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS.

The said Landlord and Tenant have executed the Lease in duplicate on the day and year first written above.

LANDLORD/AGENT:

TENANT

NAME AND ADDRESS OF LANDLORD

Sunbury Real Estate Holdings, LLC

c/o Mike Taliercio, Managing Member

157 S. Vernon St., Sunbury, OH 43074

NAME AND ADDRESS OF AGENT

CO-SIGNATORY

As Co-Signer, with my signature below, I agree that I fully understand I am responsible for all rent and chargeable damages, JOINTLY AND SEVERALLY, along with said Tenant. It is further understood that I shall remain responsible throughout the initial term and any month to month renewal by the conditions of the lease or until the Tenant returns exclusive possession to the Landlord, whichever is the longer.

Signature

Print full name

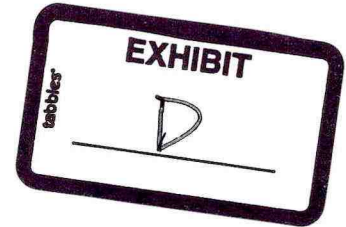
Date

Driver's License #

State of Issue

Expiration Date

IN THE COURT OF COMMON PLEAS
DELAWARE COUNTY, OHIO



MOLLY DRAYER, :
 :
Plaintiff, : Case No. 21 CV H.03 0093
 :
vs. : Judge James P. Schuck
 :
SUNBURY REAL ESTATE :
HOLDINGS, LLC, et al., :
 :
Defendants. :

**PLAINTIFF'S RESPONSES TO DEFENDANT SUNBURY REAL ESTATE'S FIRST SET
OF INTERROGATORIES AND REQUESTS FOR
PRODUCTION OF DOCUMENTS TO PLAINTIFF MOLLY DRAYER**

Pursuant to Rules 26, and 33 of the Ohio Rules of Civil Procedure, Plaintiff Molly Drayer ("Plaintiff") hereby responds to Defendant's First Set of Interrogatories and Request for Production and Request for Admissions. Plaintiff is conducting ongoing investigation of the claims and defenses herein and reserves the right to supplement any response herein.

GENERAL OBJECTIONS

1. Plaintiff reserves all proper objections to the materiality, relevance and/or admissibility of the subject matter of the responses provided to these requests. All responses are provided subject to and without waiving the general objections as well as the objections listed in the individual responses.
2. Plaintiff objects to the definitions and instructions submitted with Defendant's requests, if any, and to the extent that they attempt to impose obligations that exceed the requirements set forth in the Ohio Rules of Civil Procedure.

3. Plaintiff objects to the request for documents to the extent that they seek information and documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other privilege available by statute, rule, or common law. No such privileged information will be disclosed.
4. Plaintiff objects to the request for documents to the extent that they seek information and documents for claims and/or causes of action contained in Plaintiff's Complaint which have already been disposed of and/or otherwise adjudicated by the Court.
5. Plaintiff objects to each request to the extent it seeks information or documents already within Defendant's knowledge, possession, custody, or control, or is equally or more easily available to Defendant, on the grounds that such request is unduly burdensome and oppressive.
6. Plaintiff objects to Defendant's request to the extent that they are vague, unduly burdensome, oppressive, or seek information that is neither admissible at trial nor is reasonably calculated to lead to the discovery of admissible evidence.
7. Any response that non-objectionable documents will be produced is not to be construed as a representation that such documents are in existence or are currently in the possession, custody or control of Plaintiff, but is only meant to indicate that any such document found by Plaintiff will be produced.
8. Plaintiff states that the responses to the interrogatories are based upon information known or believed to be true at the time of this response. Plaintiff expressly reserves the right to amend or supplement the responses if new information is learned through discovery.

INTERROGATORIES

1. Please state your name, date of birth, social security number, present residence address, and the name and address of the person to whom you were married at the time of the occurrence.

ANSWER:

**Molly Drayer, an unmarried woman
170 S. Columbus St.
Sunbury, Ohio 43074
DOB - 03/-9/1964
SSN - xxx-xx-2279**

2. Have you ever been known by a name other than that listed in your answer to the immediately preceding interrogatory, and, if so, list all such other names by which you have been known and the inclusive dates thereof.

ANSWER:

Molly Drayer, fka Molly Kibler, fka Molly K. Drayer-Kibler

3. State when "the fence" or "Plaintiff's fence" as identified in Paragraphs 10, 20, 21 and 25 of Plaintiff's complaint was installed; who installed said fence; who paid for the installation of the fence; and who obtained the necessary permits to have said fence installed.

ANSWER:

**Installed - In or about 2011.
Installed by:
Workman Fence Co.,
38 Evening St.
Sunbury, OH 43074
Paid by Molly Drayer
Permits - Unknown.**

4. From 2000 through present, please state and describe all actions of Plaintiff and/or her "predecessors-in-interest" that demonstrate open, notorious, and/or continuous possession of the portion of land identified in "red" in Exhibit B to Plaintiff's Complaint, the individual who took each action, and the dates that each action took place.

ANSWER:

Objection: Plaintiff objects to this Interrogatory because it is overbroad, unduly burdensome, and oppressive. Further, Plaintiff objects to this Interrogatory as it seeks a narrative response. Finally, Plaintiff objects to this Interrogatory as Defendant seeks information and

documentation for claims and/or causes of action contained in Plaintiff's Complaint which have already been disposed of and/or otherwise adjudicated by the Court

Notwithstanding the foregoing objection, Plaintiff contends that Plaintiff mowed the grass, trimmed trees, and provided the overall care and maintenance to the area in question until Defendants tore down the fence on the date that the Complaint in this matter was filed

/s/ Brian K. Duncan

Brian K. Duncan (0080751)

5. To the extent Plaintiff claimed an implied easement over and across any portion of property owned by the Defendants in this action, please identify the name, address and telephone number of any person using said implied easement.

ANSWER:

Objection: Plaintiff objects to this Interrogatory because it is overbroad, unduly burdensome, and oppressive. Further, Plaintiff objects to this Interrogatory as it seeks a narrative response. Finally, Plaintiff objects to this Interrogatory as Defendant seeks information and documentation for claims and/or causes of action contained in Plaintiff's Complaint which have already been disposed of and/or otherwise adjudicated by the Court

Notwithstanding the foregoing objection, Plaintiff and her guests and invitees used the area in question and Plaintiff contends that Plaintiff mowed the grass, trimmed trees, and provided the overall care and maintenance to the area in question until Defendants tore down the fence on the date that the Complaint in this matter was filed.

/s/ Brian K. Duncan

Brian K. Duncan (0080751)

6. To the extent Plaintiff claimed an implied easement over and across any portion of property owned by Defendants in this action, please identify the specific areas the implied easement is located.

ANSWER:

Objection: Plaintiff objects to this Interrogatory because it is overbroad, unduly burdensome, and oppressive. Further, Plaintiff objects to this Interrogatory as it seeks a narrative response. Finally, Plaintiff objects to this Interrogatory as Defendant seeks information and documentation for claims and/or causes of action contained in Plaintiff's Complaint which have already been disposed of and/or otherwise adjudicated by the Court

Notwithstanding the foregoing objection, Plaintiff and her guests and invitees used the area in question as identified in the Complaint and Plaintiff contends that Plaintiff mowed the grass, trimmed trees, and provided the overall care and maintenance to the area in question until Defendants tore down the fence on the date that the Complaint in this matter was filed.

/s/ Brian K. Duncan
Brian K. Duncan (0080751)

7. To the extent Plaintiff claimed a prescriptive easement over and across any portion of property owned by the Defendants in this action, please identify the name, address and telephone number of any person using said prescriptive easement.

ANSWER:

Objection: Plaintiff objects to this Interrogatory because it is overbroad, unduly burdensome, and oppressive. Further, Plaintiff objects to this Interrogatory as it seeks a narrative response. Finally, Plaintiff objects to this Interrogatory as Defendant seeks information and documentation for claims and/or causes of action contained in Plaintiff's Complaint which have already been disposed of and/or otherwise adjudicated by the Court

Notwithstanding the foregoing objection, Plaintiff and her guests and invitees used the area in question as identified in the Complaint and Plaintiff contends that Plaintiff mowed the grass, trimmed trees, and provided the overall care and maintenance to the area in question until Defendants tore down the fence on the date that the Complaint in this matter was filed

/s/ Brian K. Duncan
Brian K. Duncan (0080751)

8. To the extent Plaintiff claimed a prescriptive easement over and across any portion of property owned by Defendants in this action, please identify the specific areas the prescriptive easement is located.

ANSWER:

Objection: Plaintiff objects to this Interrogatory because it is overbroad, unduly burdensome, and oppressive. Further, Plaintiff objects to this Interrogatory as it seeks a narrative response. Finally, Plaintiff objects to this Interrogatory as Defendant seeks information and documentation for claims and/or causes of action contained in Plaintiff's Complaint which have already been disposed of and/or otherwise adjudicated by the Court

Notwithstanding the foregoing objection, Plaintiff and her guests and invitees used the area in question as identified in the Complaint and Plaintiff contends that Plaintiff mowed the grass, trimmed trees, and provided the overall care and maintenance to the area in question until Defendants tore down the fence on the date that the Complaint in this matter was filed

/s/ Brian K. Duncan
Brian K. Duncan (0080751)

9. To the extent Plaintiff claimed an easement by necessity over and across any portion of property owned by the Defendants in this action, please identify the name, address and telephone number of any person using said easement by necessity.

ANSWER:

Objection: Plaintiff objects to this Interrogatory because it is overbroad, unduly burdensome, and oppressive. Further, Plaintiff objects to this Interrogatory as it seeks a narrative response. Finally, Plaintiff objects to this Interrogatory as Defendant seeks information and documentation for claims and/or causes of action contained in Plaintiff's Complaint which have already been disposed of and/or otherwise adjudicated by the Court

Notwithstanding the foregoing objection, Plaintiff and her guests and invitees used the area in question as identified in the Complaint and Plaintiff contends that Plaintiff mowed the grass, trimmed trees, and provided the overall care and maintenance to the area in question until Defendants tore down the fence on the date that the Complaint in this matter was filed

/s/ Brian K. Duncan
Brian K. Duncan (0080751)

10. To the extent Plaintiff claimed easement by necessity over and across any portion of property owned by Defendants in this action, please identify the specific areas the prescriptive easement is located.

ANSWER:

Objection: Plaintiff objects to this Interrogatory because it is overbroad, unduly burdensome, and oppressive. Further, Plaintiff objects to this Interrogatory as it seeks a narrative response. Finally, Plaintiff objects to this Interrogatory as Defendant seeks information and documentation for claims and/or causes of action contained in Plaintiff's Complaint which have already been disposed of and/or otherwise adjudicated by the Court

Notwithstanding the foregoing objection, Plaintiff and her guests and invitees used the area in question as identified in the Complaint and Plaintiff contends that Plaintiff mowed the grass, trimmed trees, and provided the overall care and maintenance to the area in question until Defendants tore down the fence on the date that the Complaint in this matter was filed

/s/ Brian K. Duncan
Brian K. Duncan (0080751)

11. To the extent Plaintiff claims that the Driveway Easement, as identified in paragraph 11 or Plaintiff's Complaint, has been breached by any Defendant to this litigation, please describe how the Driveway Easement has been breached by Defendant(s), the date of said breach, and how Plaintiff was damaged by the alleged breach.

ANSWER:

Objection: Plaintiff objects to this Interrogatory because it is overbroad, unduly burdensome, and oppressive. Further, Plaintiff objects to this Interrogatory as it seeks a narrative response.

Notwithstanding the foregoing objection, Plaintiff states that Defendants breached and or intended to breach the Driveway Easement by and through certain correspondence delivered to Plaintiff from Defendant.

/s/ Brian K. Duncan
Brian K. Duncan (0080751)

12. Please identify the names and addresses of all witnesses known to Plaintiff that have knowledge supporting the allegations in Plaintiff's complaint, and indicate which witnesses Plaintiff expects or intends to call to testify as a witness in this case.

ANSWER:

- 1.) Plaintiff;
- 2.) Scott Baker, Prior Owner - 614.309.967;
- 3.) Defendants;
- 4.) Zelma M. Shull – See Case No.: 18 CV H 07 0377
- 5.) William T. Hatfield – See Case No.: 18 CV H 07 0377
- 6.) Jacqueline M. Hatfield – See Case No.: 18 CV H 07 0377
- 7.) Various representatives from the Village of Sunbury, Ohio, nka the City of Sunbury, OH – See Case No.: 18 CV H 07 0377
- 8.) Nicholas Chambers – 317.910.2426
- 9.) Other neighbors of the Parties

13. Have you ever been fined, sentenced, or found guilty of any offense (including traffic offenses, misdemeanors, and felonies) by any court? If so, state for each fine paid, conviction, or plea of guilty:

- a. The offense of which you were convicted or to which you pled guilty;
- b. The date you were convicted or entered a plea of guilty; and
- c. The court in which you were convicted or entered a plea of guilty.

ANSWER:

- 1.) 2007TRC1460, In the Municipal Court, Morrow County, OH
 - a. Molly K. Drayer-Kibler
 - b. 03/10/2007
 - c. OVI
- 2.) 2007TRD146, 2007TRC1460, In the Municipal Court, Morrow County, OH
 - a. Molly K. Drayer-Kibler
 - b. 03/10/2007
 - c. Marked Lanes

14. Please itemize and describe all damages that Plaintiff is claiming in this lawsuit, including a description of those damages and the amount claimed for each item of damage.

ANSWER:

Objection: Plaintiff objects to this Interrogatory because it is overbroad, unduly burdensome, and oppressive. Further, Plaintiff objects to this Interrogatory as it seeks a narrative response.

Notwithstanding the foregoing objection, Plaintiff states that she is merely requesting declaratory relief with respect to the Shared Driveway Agreement/Driveway Easement, and an offset/set off for damages incurred as a result of Plaintiff's fence being torn down by Defendants on the date that the Complaint in this matter was filed.

/s/ Brian K. Duncan
Brian K. Duncan (0080751)

15. Please describe all actions taken by Plaintiff for the repair and maintenance of the area contemplated by the Driveway Easement since Plaintiff's purchase of 170 S. Columbus Street, Sunbury, Ohio, 43074 (identified in Plaintiff's Complaint as "Plaintiff's Property."); the date that such repair and maintenance took place; and what individual or entity completed the said repair and maintenance.

ANSWER:

Objection: Plaintiff objects to this Interrogatory because it is overbroad, unduly burdensome, and oppressive. Further, Plaintiff objects to this Interrogatory as it seeks a narrative response.

Notwithstanding the foregoing objection, Plaintiff states that Plaintiff mowed the grass, trimmed trees, restored gravel, and provided the overall care and maintenance to the area in question.

/s/ Brian K. Duncan
Brian K. Duncan (0080751)

16. Please state all residential addresses where Plaintiff has lived for the past fifteen (15) years.

ANSWER:

- 1.) 170 S. Columbus St., Sunbury, Ohio 43074; and
- 2.) 1576 Twp Rd. 166, Marengo, OH 43334

17. Please state when Plaintiff was first made aware of "the Driveway Easement" as identified in her Complaint.

ANSWER:

Objection: Plaintiff objects to this Interrogatory because it is overbroad, unduly burdensome, and oppressive. Further, Plaintiff objects to this Interrogatory as it seeks a narrative response.

Notwithstanding the foregoing objection, Plaintiff states that Plaintiff became aware of the Driveway Easement prior to the Closing as the lender would not provide financing unless and until access was made available.

/s/ Brian K. Duncan
Brian K. Duncan (0080751)

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. All statements, bills, or other documents referring or relating to expenses claimed to be a result of the allegations in Plaintiff's Complaint.

RESPONSE:

Objection: Defendant objects to this Request.

Notwithstanding the foregoing, N/A

2. All permits, leases, deeds, surveys or other documents referencing or relating to the installation, construction, and/or maintenance of the fence referenced in Plaintiff's Complaint.

RESPONSE:

Objection: Defendant objects to this Request.

Notwithstanding the foregoing, N/A

3. All correspondence, communications, and/or documents exchanged between or among Plaintiff and her "predecessors-in-interest" as referend in Plaintiff's Complaint.

RESPONSE:

Objection: Defendant objects to this Request.

Notwithstanding the foregoing, N/A

4. All correspondence, communications, and/or documents exchanged between or among Plaintiff and any Defendant in this lawsuit.

RESPONSE:

Objection: Defendant objects to this Request.

Notwithstanding the foregoing, See attached

5. All correspondence, communications, and/or documents exchanged between or among Plaintiff and any local governmental entity, including but not limited to, as referend in Plaintiff's Complaint.

RESPONSE:

RESPONSE:

Objection: Defendant objects to this Request.

Notwithstanding the foregoing, N/A

6. All reports prepared by experts hired on behalf of the Plaintiff, whether economists, medical experts, grief experts, psychiatrists or psychologists, surveyors, engineers, or any other experts or consultants of any sort, regarding either liability or damage issues involved in this case.

RESPONSE:

Objection: Defendant objects to this Request.

Notwithstanding the foregoing, N/A

7. All exhibits or other demonstrative evidence of any sort, which Plaintiff intends to introduce and/or use during the trial of this action.

RESPONSE:

Objection: Defendant objects to this Request.

Notwithstanding the foregoing, See Attached.

8. All photographs, videotapes, drawings or renderings of any type relating to the property involved in this lawsuit or any incident attendant thereto, and any photographs depicting Plaintiff and/or family members which the Plaintiff may use as evidence at trial.

RESPONSE:

Objection: Defendant objects to this Request.

Notwithstanding the foregoing, See Attached.

9. All documents upon which Plaintiff relied when answering Defendant's First Set of Interrogatories to Plaintiff.

RESPONSE:

Objection: Defendant objects to this Request.

Notwithstanding the foregoing, See Attached.

10. All documents that Plaintiff contends will support her claims, allegations, and/or damages in this action.

RESPONSE:

Objection: Defendant objects to this Request.

Notwithstanding the foregoing, See Attached.

11. Any and all notes, diaries, logs, journals, letters, electronic mail, text messages, calendars, Facebook postings, tweets, or other social media messages that relate or refer to the incident referenced in Plaintiff's Complaint or the injuries alleged to have been sustained.

RESPONSE:

Objection: Defendant objects to this Request.

Notwithstanding the foregoing, NA.

12. All documents, correspondence, e-mails, text messages, or electronically stored information which you claim support the allegations of your complaint in this case.

RESPONSE:

Objection: Defendant objects to this Request.

Notwithstanding the foregoing, See Attached.

13. All documents, correspondence, e-mails, text messages, or electronically stored information which relate in any manner to damages being claimed in this lawsuit.

RESPONSE:

13. All tax bills, receipts, or documentation of other monetary disbursements that Plaintiff has made at any time with respect to both "the Driveway Easement" identified in Plaintiff's Complaint and/or the portion of land identified in "red" in Exhibit B to Plaintiff's Complaint.

RESPONSE:

Objection: Defendant objects to this Request.

Notwithstanding the foregoing, NA.

Respectfully Submitted,

/s/ Brian K. Duncan

Brian K. Duncan (0080751)

BKD LEGAL LLC

119 East Granville Street

Sunbury, OH 43074

Ph: 740.965.1347

Fx: 614.386.0410

bduncan@bkdlegal.com

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have mailed the foregoing via email and/or by United States regular mail, postage prepaid, on this 21st day of March 2022 to the following:

Matthew S. Teetor, Esq.
TEETOR | WESTFALL
200 E. Campus View Blvd., Ste. 200
Columbus, OH 43235
Counsel for Defendant

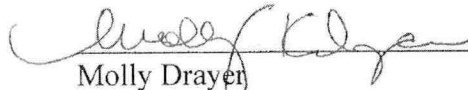
IN THE COURT OF COMMON PLEAS
DELAWARE COUNTY, OHIO

MOLLY DRAYER, :
 :
Plaintiff, : Case No. 21 CV H 03 0093
 :
vs. : Judge James P. Schuck
 :
SUNBURY REAL ESTATE :
HOLDINGS, LLC, et al., :
 :
Defendants.

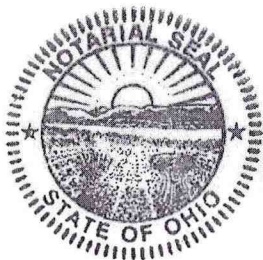
VERIFICATION

STATE OF OHIO :
 : ss
COUNTY OF DELAWARE :


I, Molly Drayer, affirm that the Answers of Plaintiff to the First Set of Interrogatories of Defendants are true to the best of my knowledge, information, and belief.


Molly Drayer

Sworn to and subscribed before me this 21st day of March 2022.



Dena L. Bissell
Notary Public, State of Ohio
My Commission Expires 10/10/24


Notary Public

< Mollys Flowers
+16145796493



Sunday, December 9, 2018

Hi Molly! Your neighbor, Mike.
Please call regarding the law-
suit. Apparently, your lawyer
has been calling mine regarding
additional claims. Thanks!

6:41 PM

M Yes- I'll call 2mrrw!

11:50 PM

Monday, December 10, 2018

Good morning! I should be
available after 10.

7:54 AM

M After 2 for me

9:13 AM

Ok. I should be available.

11:25 AM

Wednesday, December 12, 2018

Hi Molly! Its Mike Taliercio. My
attorneys say we can proceed
as we like. However, you should
contact your attorney to let him
know our plans & see if s/he
has any additional input. I am



< Mollys Flowers
+16145796493



Wednesday, December 12, 2018

Hi Molly! Its Mike Taliercio. My attorneys say we can proceed as we like. However, you should contact your attorney to let him know our plans & see if s/he has any additional input. I am mostly available to meet & talk before the 20th & after the 27th.

11:24 AM

M After 27th would b good!
Sounds good.

11:42 AM

Ok. Let's figure out a more solid date over the holiday. Have a great day!

11:49 AM

M 11:49 AM

Thursday, January 3, 2019

M Excellent information! Just heard u on 610!

4:3



< Mollys Flowers
+16145796493



M Excellent information! Just heard u on 610!

4:33 PM

4:34 PM

Lol... thanks! 😊

M ! 4:34 PM

What does your calendar look like? When do you think you would like to me?

4:43 PM

Meet

M R u in town this wknd? I can offer you \$15,000.00 and we split closing costs.

4:46 PM

Sunday, January 6, 2019

Sorry. I just saw your text. I am in town this weekend. I can do 20000 and you can cover your share of the costs. As I said before I already have about \$3000 into the survey work. However I am willing to sub



< Mollys Flowers
+16145796493



Sunday, January 6, 2019

Sorry. I just saw your text. I am in town this weekend. I can do 20000 and you can cover your share of the costs. As I said before I already have about \$3000 into the survey work. However I am willing to sub parcel off more of the property to cross the street so that you would have that as your driv

View all

12:50 PM

Do you have a copy of the easement that was granted to the previous owner of the home by Celler Lumber and 2006?

12:54 PM

M

My Attorney has copy of easement.

1:16 PM

Ok. I have a copy too. I have a few things I need to get done today, but can make myself available later this afternoon or another time this week if that is





Me



12:50 PM, Jan 6

Sorry. I just saw your text. I am in town this weekend. I can do 20000 and you can cover your share of the costs. As I said before I already have about \$3000 into the survey work. However I am willing to sub parcel off more of the property to cross the street so that you would have that as your driveway in to perpetuity and then I would have an easement on it.



Copy text



Share



< Mollys Flowers
+16145796493



Ok. I have a copy too. I have a few things I need to get done today, but can make myself available later this afternoon or another time this week if that is better for you.

1:25 PM

M 2day is not good - I need 2 help my daughter w/car issue - what do we need 2 discuss?

1:28 PM

Ok. I think we need to discuss details to finalize an agreement so we can get things rolling.

1:29 PM

M Ur right - justify boundaries! Maybe later 2day - but then I'm at work all week!

1:31 PM

Ok. Let me know when you think might be a good time later today. If we can't do it today, let's set a dsy/time for next weekend so we can plan our schedules around it. 🤔 Will that work?

1:34 PM



< Mollys Flowers +16145796493

1:34 PM that work?

M Hey Mike - I'm home 4 a bit is 4ish ok? 2:53 PM

2:55 PM Sure. Want me to come to your back door?

M Yes - txt me, I'll meet u and we can walk property? 3:00 PM

3:09 PM Ok

3:54 PM On my way in about 5 min.

M 3:55 PM

Wednesday, January 8, 2020

11:27 AM Hi! Call dropped in the middle of your thought.

11:28 AM Feel free to call back.

M Phone died - at work will call l8r! 12:05 PM



< Mollys Flowers +16145796493

Phone died - at work will call
l8r!

12:05 PM

12:12 PM Kk. No worries 😊

Friday, April 24, 2020

Hi Molly! Thanks for your time
this morning. This is what I will
need:

On the morning of May 1st I will
need just a small arrangement
of flowers that are blue or
assorted colors of blue. This is
just for a friend's wife birthday
I'm going to send maybe 20 or
\$25 on that.

10:14 AM

The 2nd arrangement I will
need for may 16th or 17th are 6
yellow roses with dark orange
outlining& 6 French cut white
tulips.

This will need to be delivered
locally.

10:17 AM



< Mollys Flowers
+16145796493



Wednesday, February 24, 2021

Hi Molly! Neighbor, Mike.
Please have your attorney
contact me directly about your
offer. I will decide when it's
time for me to have representa-
tion, if needed. Thanks! Hope
you are well!

7:26 PM

Phone call & email
communication are fine.

mj-tal@hotmail.com

7:29 PM

M Hey Mike! Hope u r well!
Do you mean an offer to
purchase side lot? Do we
have to go thru attorney?

7:41 PM

M I will if u want - go thru
attorney!

7:42 PM

We don't have to. My attorney
called me today had told me
that your attorney reached out
to him.



< Mollys Flowers
+16145796493

that your attorney reached out to him.
7:42 PM

M Hmmm ... not sure why -
I'd rather not go thru attorney
if possible - but for legal
documents?
7:43 PM

And, not "had". Sorry, driving
using voice to text.
7:43 PM

You might want to call your
attorney then and instruct him
not to reach out on your behalf
if that is not your wishes.
7:44 PM

M No prob - yea I'll call to c
what's up!
7:44 PM

Friday, March 5, 2021

Hi! I thought you didn't want to
use attorneys...? I just got an
email from mine regarding your
offer, as communicated to him
from your attorney.
3:03 PM



< Mollys Flowers
+16145796493



offer, as communicated to him
from your attorney.

3:03 PM

3:08 PM That offer is declined.

M We need to use an attorney
for a closing -

3:26 PM

3:30 PM Ok. Not sure what that has to do
with our situation.

M I asked him - if we came to
an agreement - to do closing
and that I need new survey if
he was provided one.

3:32 PM

M He said he was in contact
with your attorney

3:33 PM

3:37 PM Ok, but my attorney is not
representing me at this time in
this matter.

M Oh - how about \$4000.00

3:40 PM

3:40 PM Take your fence down



< Mollys Flowers
+16145796493



3:37 PM

Ok, but my attorney is not representing me at this time in this matter.

M

Oh - how about \$4000.00

3:40 PM

3:40 PM

Take your fence down.

3:41 PM

You have until April 1st.

M

Mike

3:41 PM

3:48 PM

You violated your easement agreement. You turned down the offer to purchase it. You refused to sign a lease agreement. You sued me. Now you insult me with your offer. Take the fence down by April 1st.

However, if you want the property I will accept \$45,000. If not, you will be dealing with

View all





Me



3:48 PM, Mar 5

You violated your easement agreement.
You turned down the offer to purchase it.
You refused to sign a lease agreement.
You sued me. Now you insult me with
your offer. Take the fence down by April
1st.

However, if you want the property I
will accept \$45,000. If not, you will be
dealing with a development company.



Copy text



Share



< Mollys Flowers
+16145796493



M You are THREATENING ME
AND I FESR FOR MY LIFE 4:19 PM

M POLICE WILL BE NOTIFIED - I
FEAR FOR MY HOME, FAMILY
AND MY LIFE

THESE ARE THREATS 4:20 PM

4:20 PM I am not threatening you. Nor
have mentioned anything that
would make you fear for your
life.

4:21 PM You pay or you remove the
fence. Its simple.

M DONT CONTACT ME 4:21 PM

4:21 PM That is ok. You can contact the
police.

4:59 PM Almost forgot, you will also
need to relocate your boat off
my property by April 1st.





Mollys Flowers

+16145796493



FEAR FOR MY HOME, FAMILY
AND MY LIFE

THESE ARE THREATS

4:20 PM

I am not threatening you. Nor
have mentioned anything that
would make you fear for your
life.

4:20 PM

You pay or you remove the
fence. Its simple.

4:21 PM



DONT CONTACT ME

4:21 PM

That is ok. You can contact the
police.

4:21 PM

Almost forgot, you will also
need to relocate your boat off
my property by April 1st.

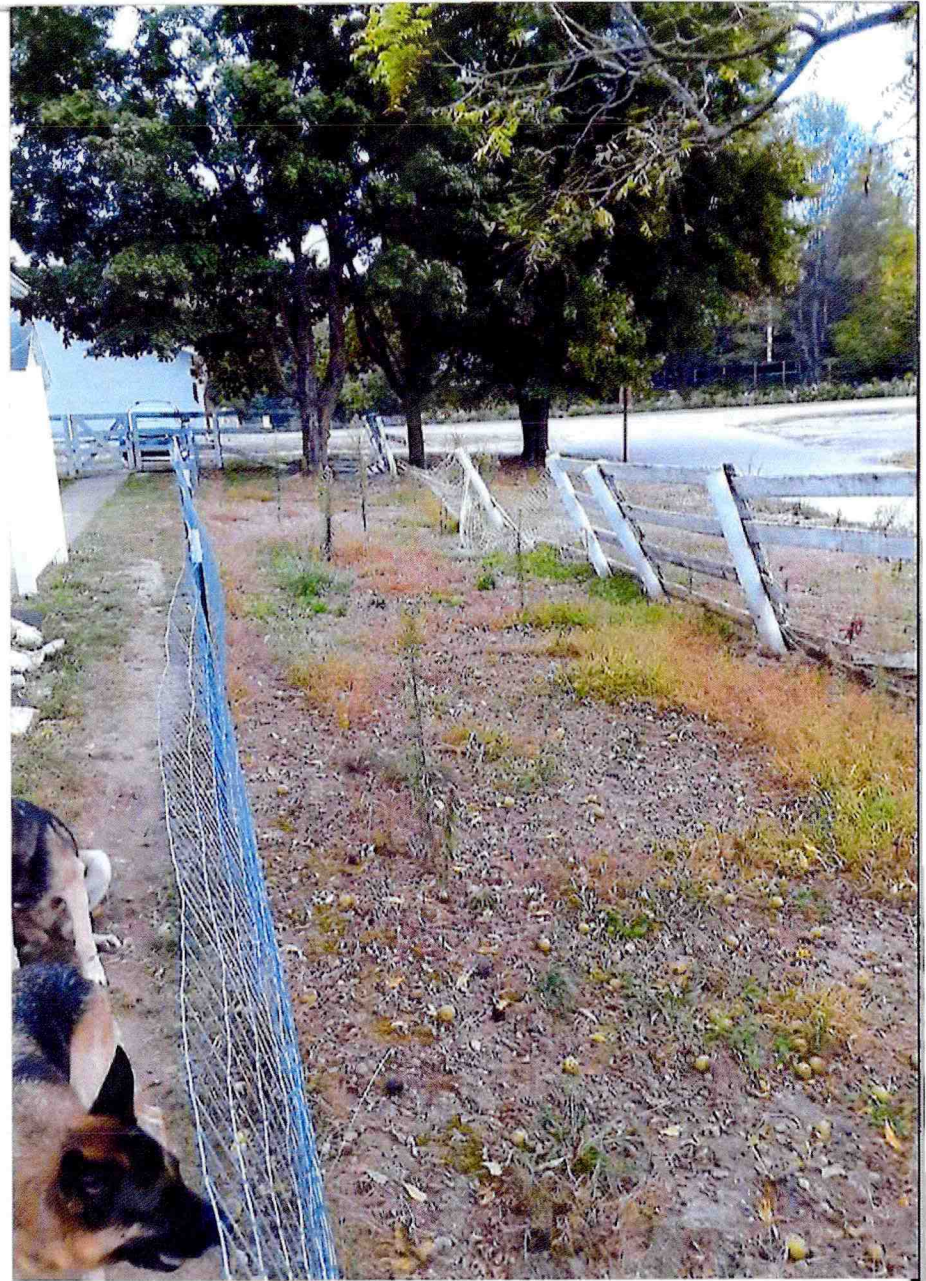
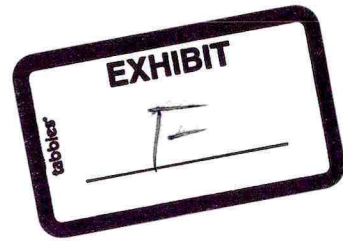
4:59 PM

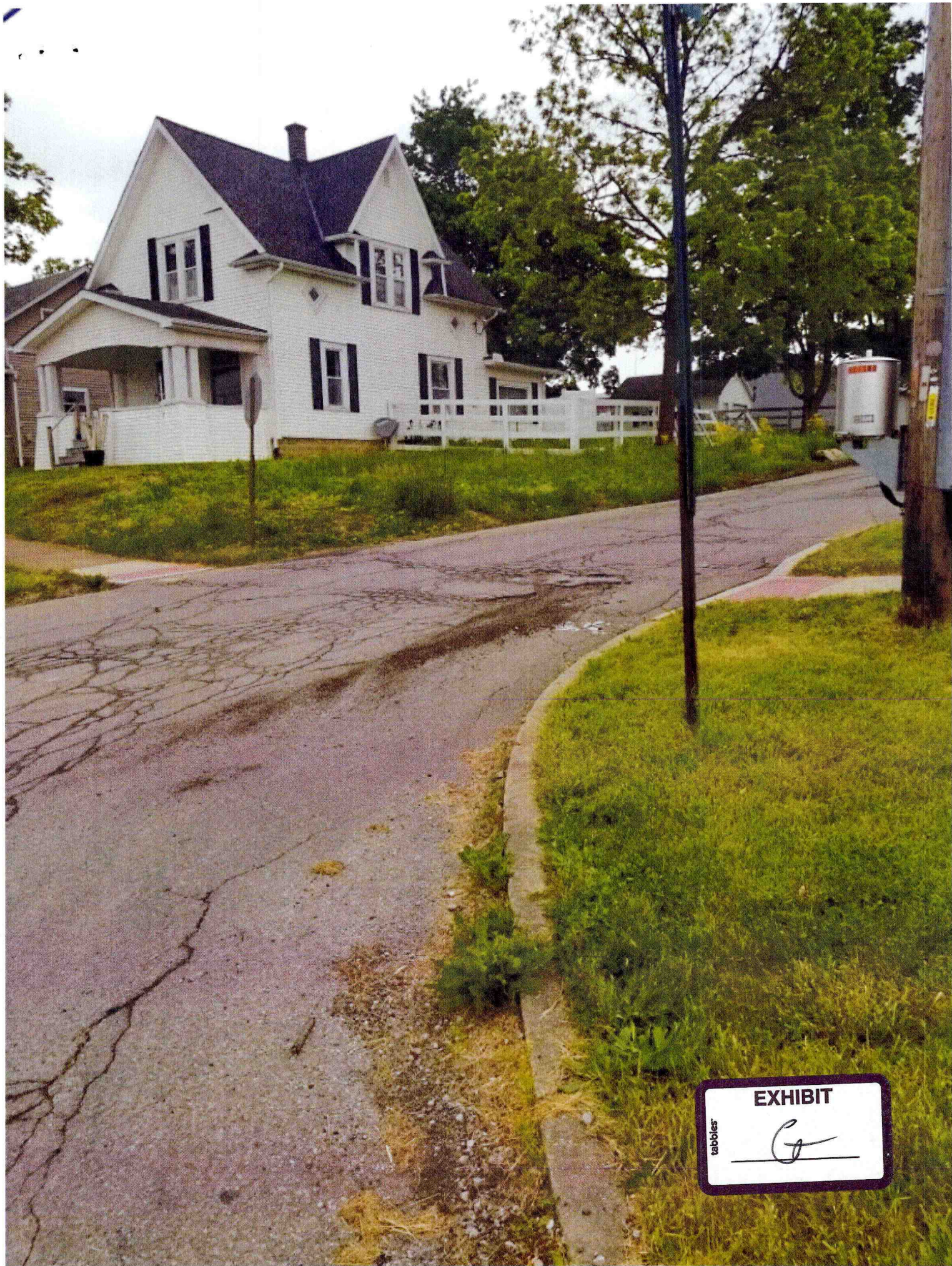
Monday, March 8, 2021

The fence comes down today.
Come get your dogs.

11:11 AM



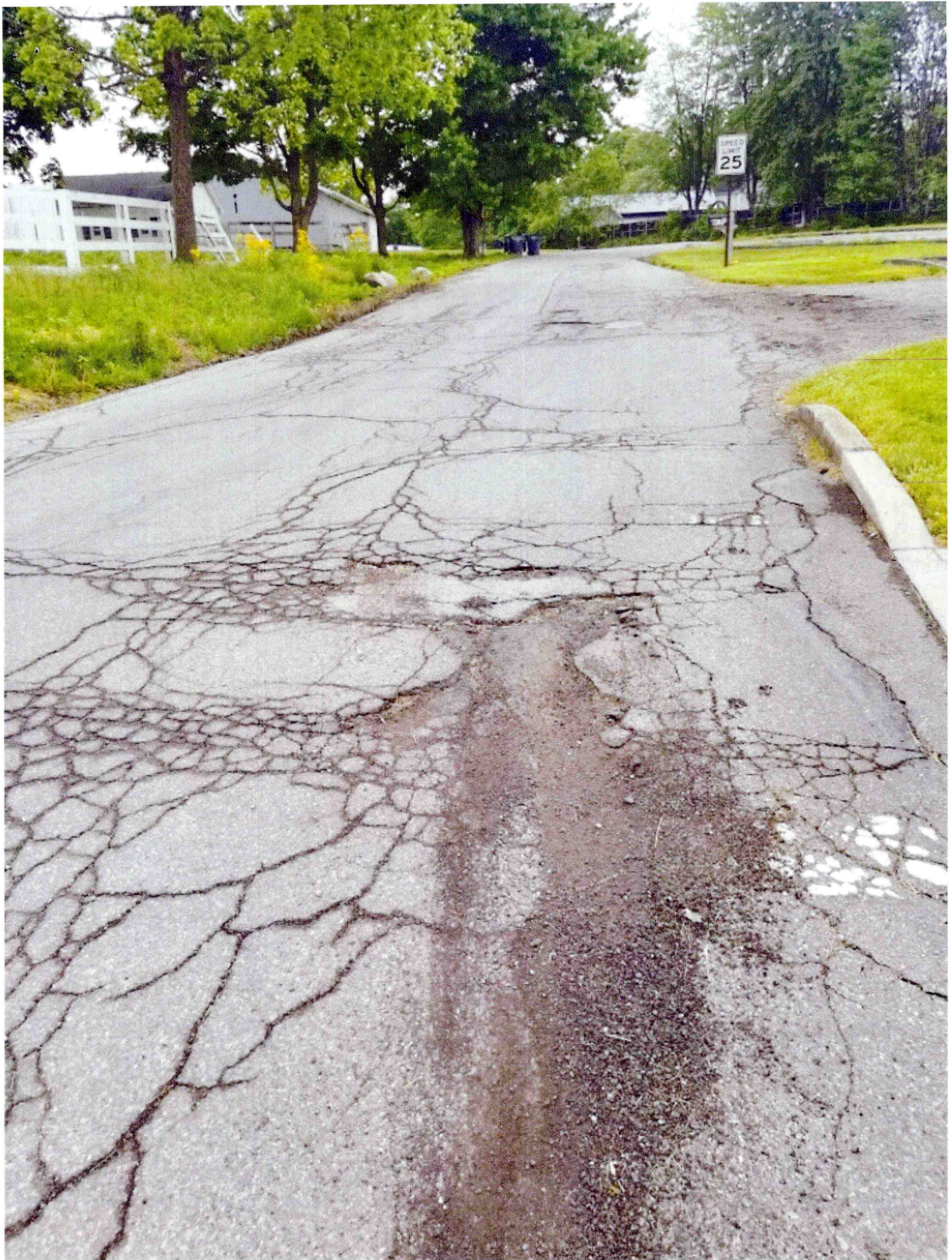




EXHIBIT

tabbles

G





EXHIBIT

tabbles

H

**LOVE THY
NEIGHBOR**

#FENCELIVESMATTER



