

EASEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, David E. Kass, married (“Grantor”), as owner of the real property described on Exhibit A, does hereby grant and convey to the City of Bexley, a municipal corporation (“Grantee”), as owner of the real property described on Exhibit B, a perpetual non-exclusive easement over the portion of Grantor’s property more particularly described on Exhibit C (the “Easement Area”) for ingress and egress of pedestrian and vehicular traffic to and from such property of Grantee solely for the purpose of trimming and removing trees and other vegetation the condition of which poses a safety hazard to residences abutting Grantee’s property and mitigating disease or invasive species thereon, all subject to the following conditions and restrictions: (i) no motorized vehicles shall be permitted in the Easement Area except for small maintenance “gator” type utility vehicles used solely for the maintenance permitted hereunder; (ii) Grantee shall provide Grantor with at least 48 hours’ notice prior to entering the Easement Area; (iii) Grantee shall promptly restore any damage to Grantor’s property resulting from Grantee’s use of the easement; (iv) Grantee shall use all reasonable efforts to minimize noise and disruption caused by its use of the easement; and (iv) except in the case of emergency, Grantee shall limit its use of the easement to weekdays between the hours of 9:00 AM and 4:00 PM.

Grantor reserves the right to construct fencing across any portion of the Access Easement Area, provided Grantor incorporates a gate sufficient to allow Grantee’s reasonable use of the Easement. Grantor shall provide Grantee with keys to any locks on such gates.

The covenants contained herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. The Easement is solely for the benefit of the Grantee’s property described herein and, as such, is an appurtenant easement. This agreement may not be modified or amended without the prior written approval of the owners of the benefitted and burdened parcels. The provisions of this agreement are not intended to create, nor shall they be construed as creating, any rights in and for the benefit of the general public.

Cari Jo Kass, wife of David E. Kass, releases all rights of dower with respect to the easement granted herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

GRANTOR:

David E. Kass

Cari Jo Kass

STATE OF OHIO §
 §
COUNTY OF FRANKLIN §

This instrument was acknowledged before me on _____, 2019, by David E. Kass and Cari Jo Kass, husband and wife.

Notary Public in and for
the State of Ohio

EXHIBIT A
GRANTOR'S PROPERTY

EXHIBIT B
GRANTEE'S PROPERTY

EXHIBIT C
EASEMENT AREA