

**EASEMENT FOR PUBLIC ROADWAY
(SCHWARTZ AND NAGEL ROADS)**

KNOW ALL BY THESE PRESENTS:

That **DAVID L. and BERNADETTE M. MAST**, Husband and Wife, of Avon, Ohio, the Grantors, for and in consideration of the sum of Ten Dollars and no/100 Cents (\$10.00) and other valuable consideration received of the **CITY OF AVON**, an Ohio Municipal Corporation, the Grantee, does hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns, the perpetual and exclusive right of way and easement to locate, relocate, construct, reconstruct, operate, repair, maintain, renew and remove a public roadway, to wit: Road improvements in the vicinity of Schwartz and Nagel Roads, in the City of Avon, Lorain County, State of Ohio, together with all drainage structures, curbs, gutters and other appurtenances thereto, as determined by Grantee, its successors and assigns, to be necessary or convenient for the full operation of said public roadway and appurtenances thereto in, upon and across certain land of the Grantors, known to be part of Permanent Parcel No. 04-00-023-105-292, the legal description of which is set forth in the attached Exhibit A which is incorporated herein by this reference.

Said right of way and easement herein granted shall include the right, without liability therefor, to remove driveways, curbs, sidewalks, drainage structures, trees, shrubs, lawns, seeded or sodded areas, fences or other physical improvements or obstructions within said easement premises which may interfere with the installation, construction, maintenance, repair or operation of said public roadway or appurtenance thereto. Further, the Grantee and the public shall have the full right of access, ingress and egress, to and from any of the within described easement premises for exercising any of the purposes for which this right of way and easement has been granted.

The Grantors, its successors and assigns, shall have the right to use the permanent easement premises as members of the general public and for all purposes not inconsistent with the permanent easement rights herein granted. Said Grantors, for itself, its successors and assigns, agrees that it shall not plant, install or maintain any trees, shrubbery or similar plantings, nor shall it erect or maintain any building(s), structure(s), fence(s) or other impediment(s), whether temporary or permanent, within the permanent easement premises. Grantee agrees to replace existing sidewalk at its own cost as part of the original roadway construction project. Grantors further agree that the grade or contour of the aforesaid permanent right of way and easement premises shall not hereafter be substantially increased, decreased or otherwise changed or altered without written consent of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, David L. and Bernadette M. Mast, husband and wife, the Grantors, have hereunto set their hands this _____ day of _____, 2013.

GRANTORS

David L. Mast

Bernadette M. Mast

STATE OF OHIO)
)
LORAIN COUNTY) ss.

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named David L. Mast, who acknowledges that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon, Ohio this _____ day of _____, 2013.

Notary Public

STATE OF OHIO)
)
LORAIN COUNTY) ss.

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named Bernadette M. Mast, who acknowledge that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Avon, Ohio this day of _____, 2013.

Notary Public

GRANTEE, CITY OF AVON

By: James A. Smith, Mayor