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**LICENSE AGREEMENT**

This Agreement is entered into as of the 14<sup>th</sup> day of April, 2023 by and between City of Hudson, an Ohio municipal corporation (“Grantor”) and Amanda and Damon Keller Trustees, 233 Aurora Street, Hudson, Ohio 44236, Summit County Parcel 3200044 (“Grantees”).

W I T N E S S E T H:

WHEREAS, Grantor is the owner of an easement upon certain land situated in the City of Hudson, Summit County, Ohio which easement is partially upon Grantees’ property as shown on Exhibit A attached hereto and incorporated herein (hereinafter the easement is referred to as the “Easement Premises”); Grantees’ property is more fully described in the legal description attached hereto as Exhibit B); and

WHEREAS, Grantor desires to grant to Grantees a non-exclusive license to construct, erect and maintain four (4) arborvitaes with the right-of-way along Hudson Street upon the Easement Premises, as depicted in Exhibit A, for a residential purpose of the Grantees; and

WHEREAS, the City Engineer has determined that the proposed four (4) arborvitaes and its location are not likely to interfere with the purposes of the Easement Premises.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to the full satisfaction of Grantor and in further consideration of the covenants, promises and agreements set forth herein, the parties agree as follows:

1. Subject to the terms and conditions set forth in this Agreement, Grantor does hereby grant to Grantees a non-exclusive license (the “License”) of ingress and egress, over and across that portion of the Premises outlined in Exhibit A for the purpose of using, constructing, installing, maintaining, and repairing the four (4) arborvitaes.

2. The License will commence on the date first written above and shall terminate automatically upon the date Grantees voluntarily abandon or remove the four (4) arborvitaes, whichever occurs first. Prior to such automatic termination, either Grantor or Grantees may terminate this Agreement effective upon thirty (30) days written notice to the other party. Upon termination of the License, Grantees' right to use the Easement Premises for the four (4) arborvitaes purpose stated herein shall cease.

3. Grantees shall not be permitted to commit any waste or use the Easement Premises for purposes that interfere with the purposes of the easement or conflict with the ordinances of the City; and in the event the four (4) arborvitaes may need to be removed, either permanently or temporarily, for purposes of use of the easement, Grantees shall be responsible for such removal and replacement or re-installation, if any, and shall bear the cost thereof. Upon written request by Grantors, Grantees shall temporarily remove the four (4) arborvitaes for the purpose of access and use of the easement.

4. Grantees shall, at their own expense, repair and maintain the four (4) arborvitaes in a good, safe and clean manner, in compliance with all applicable laws and regulations of the appropriate governmental authorities, all at Grantees' sole cost and expense.

5. Grantees shall indemnify, defend and hold Grantor, its successors, representatives and assigns, harmless from and against all actions, claims, damages, liabilities, expenses, judgments and liens including, but not limited to, reasonable attorney's fees occurring or arising by reason of use of the License by Grantees or their agents, employees, invitees or contractors arising in connection with or attributable to the use, construction, installation, maintenance, inspection, repair or replacement of the four (4) arborvitaes. Grantees shall be solely responsible

for any and all warnings to invitees of any and all hazardous, dangerous or potentially harmful conditions.

6. This Agreement may be assigned by Grantees with the written consent of the City Manager.

7. The License granted herein is subject to all restrictions, conditions, reservations, limitations, covenants, rights of way and easements of record.

8. The License granted herein is subject to any regulations or restrictions in the Codified Ordinances of the City, or to any variance granted therefrom by the proper City authority.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at \_\_\_\_\_, Ohio as of the date first above written.

***“Grantor”***

City of Hudson, an Ohio municipal Corporation

By: \_\_\_\_\_

Thomas J. Sheridan, City Manager

***“Grantees”***

  
\_\_\_\_\_  
Amanda Keller


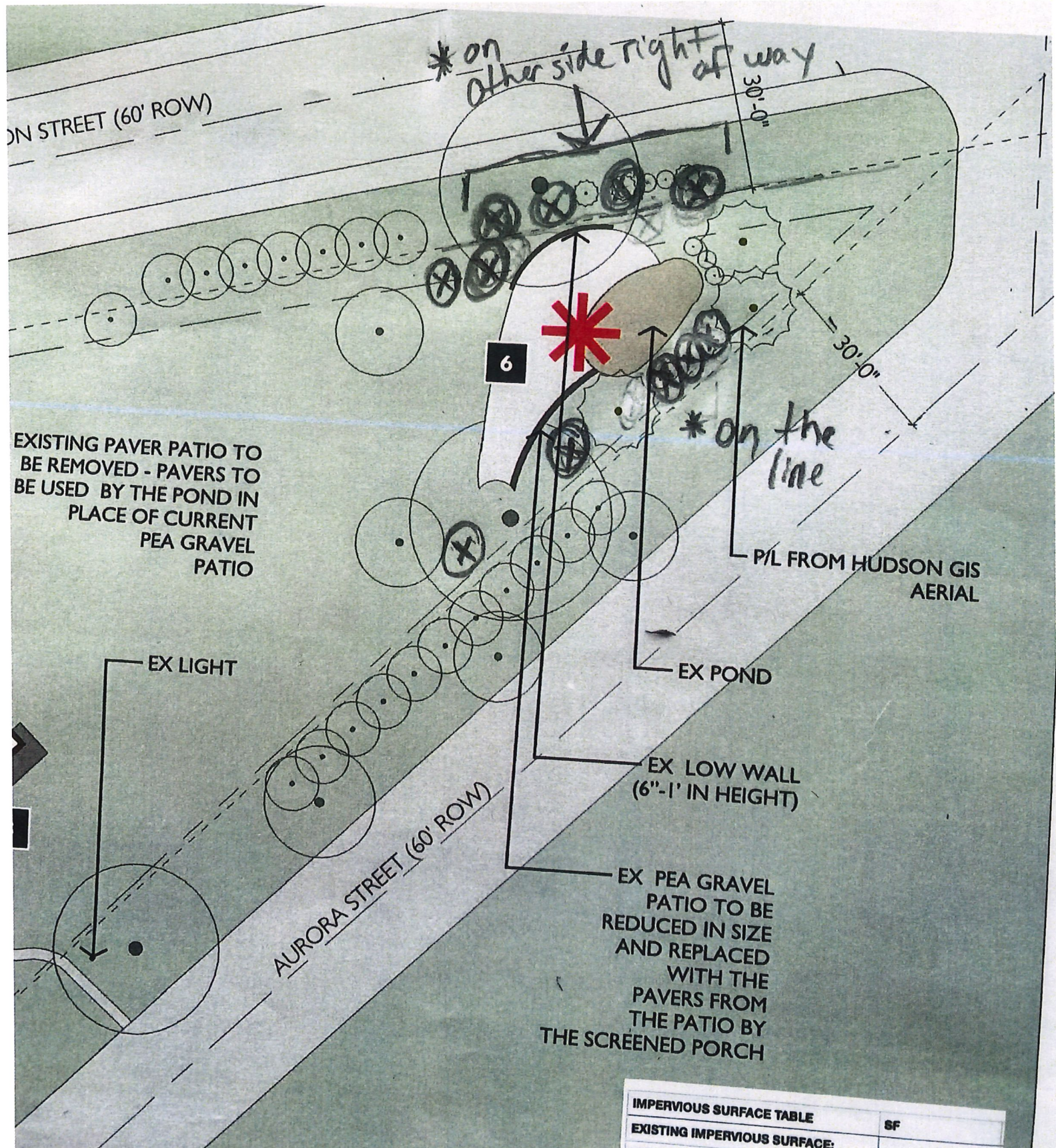
  
\_\_\_\_\_  
Damon Keller

EXHIBIT A



IMPERVIOUS SURFACE TABLE	SF
EXISTING IMPERVIOUS SURFACE:	

## EXHIBIT B

Situated in the City of Hudson, County of Summit, and State of Ohio: And known as being Part of Lots 57 and 67 formerly in Hudson Township and further described as follows:

Beginning at the point of intersection of the southerly line of Hudson Street with the northerly line of Aurora Street; thence S. 45 deg. 12 min W. 286.88 feet along the northerly line of Aurora Street; thence N. 45 deg. 04 min W. 86.86 feet along a line established by agreement in 1928 as recorded in Volume 1232, Page 535 of Summit County Records, thence N. 44 deg. 33 min E., 39.00 feet; thence N. 46 deg. 26 min. W 28.00 feet; thence N. 8 deg. 01 min. 16 sec. W. 35.69 feet to a point in the southerly line of Hudson Street; thence N. 76 deg. 49 min. E. 274.02 feet along said southerly line to the beginning, be the same more or less, but subject to all legal highways.

Prior Instrument: 56450781  
Parcel No.: 3200044; HU0028203005000  
Property Address: 233 Aurora Street, Hudson, OH 44236