

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made effective as of the ____ day of _____, 2020, by and among the **CITY OF HUDSON**, an Ohio municipal corporation, whose mailing address is Terex Road, Hudson Ohio 44236 ("City"), and **CELLCO PARTNERSHIP**, a Delaware general partnership, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Grantee"), and is consented to by **D&D ENERGY COMPANY**, whose mailing address is P.O. Box 9189, Canton, Ohio 44711 ("D&D") and **NEW CINGULAR WIRELESS PCS, LLC**, d/b/a AT&T, a Delaware Limited Liability Company whose mailing address is 15 East Midland Avenue, Paramus, New Jersey 07652 9 ("AT&T").

WHEREAS, City is the owner of adjoining parcels of real property located in the City of Hudson, Summit County, Ohio, described on **Exhibit A**, attached hereto and made a part hereof and known as Summit County Permanent Parcel Nos: 3000571 and 3003024 (the "City Property");

WHEREAS, Grantee is the holder of a ground lessee interest in certain real property located in the City of Hudson, Summit County, Ohio, described on **Exhibit B** (the "Leased Property"), and depicted on **Exhibit C**, each attached hereto and made a part hereof pursuant to a certain Ground Lease Agreement by and between Grantee and City, dated as of _____, 2020 (the "Lease"), a Memorandum of which Ground Lease Agreement has been recorded with the Summit County, Ohio Fiscal Officer on _____, 2020 as Document No. _____;

WHEREAS, pursuant to the Lease, City, as ground lessor, leased the Leased Property to Grantee, as ground lessee, for the purpose of installing and operating wireless communication equipment, other related improvements and utilities (collectively, the "Improvements");

WHEREAS, in order to obtain access to the Leased Property from Hines Hill Road, Grantee requires access across portions of the City Property;

WHEREAS, Grantee is also desirous of installing certain necessary utilities on portions of the City Property;

WHEREAS, City has agreed to grant to Grantee a non-exclusive easement across certain portions of the City Property in order to provide Grantee access to the Leased Property from Hines Hill Road and to allow Grantee to install certain utilities pursuant to the terms and conditions herein;

WHEREAS, D&D has oil and gas lease rights and a right of way over portions of the City Property, and in particular, the Leased Property and the Easement Area (as hereinafter defined);

WHEREAS, D&D has agreed to consent to the granting of the Easements (as hereinafter defined) by executing the attached Consent;

WHEREAS, AT&T also has a right of way over portions of the City Property, and in particular, portions of the Leased Property and the Easement Area (as hereinafter defined) pursuant to that certain Easement Agreement dated July 30, 2010 and recorded as Document No: 55824484 in the Summit County, Ohio Fiscal Office; and

WHEREAS, AT&T has agreed to consent to the granting of the Easements (as hereinafter defined) by executing the attached Consent.

NOW THEREFORE, the parties covenant and agree as follows:

1. **City Easement**. City grants and conveys to Grantee, a non-exclusive easement appurtenant to the Leased Property for: (a) ingress and egress, both pedestrian and vehicular, over, through and upon portions of the City Property, described on **Exhibit D** attached hereto and made a part hereof (herein referred to collectively as the “Easement Area”), and (b) constructing, operating, maintaining, repairing, replacing and/or removing utilities and related facilities, underground only, for the supply of electric power, telephone, cable and conduits in the Easement Area (the easements described in subsections 1(a) and 1(b) are collectively, the “Easements”). The Easements shall be used by Grantee to provide twenty-four (24) hours per day, seven (7) day per week pedestrian and vehicular access as is necessary in order to construct, operate, maintain, repair, replace, and/or remove the Improvements. All utility lines, wires, and conduits placed in connection with the Easements shall be buried beneath the surface of the ground in compliance with applicable engineering standards and practice for such underground facilities.

2. **Fences and Barricades**. No fences, barricades or other obstructions shall be erected, constructed or caused to be placed in and upon the Easement Area so as to prevent the passage and free flow of traffic, pedestrian and vehicular, to, from and between and among the Easement Area and the Leased Property to Hines Hill Road. Notwithstanding the foregoing, the right is hereby reserved by City to eject or cause the ejection of any person not authorized, empowered or privileged to use the Easements created and established by this Agreement. Further, the right is reserved by City to close off the Easement Area for such reasonable period or periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off the Easement Area as herein provided, written notice shall be given to Grantee, D&D, and AT&T of the intention to do so and Grantee, D&D, and AT&T shall coordinate such closing with each other so that no unreasonable interference with the operation of the Improvements shall occur.

3. **Term.** The foregoing rights and Easements shall be appurtenant to and held for the benefit of the Leased Property, running with the land, for the term of the Lease for the use and benefit of Grantee, its successors, assigns, agents, employees, tenants, visitors, licensees and all other persons claiming by, through or under Grantee; provided, however, that if the Lease is not renewed, the foregoing rights and Easements shall terminate within forty-five (45) days after the expiration of the term, or earlier termination, of the Lease to permit Grantee, or Grantee's successors and/or assigns to remove the Improvements unless City provides notice to Grantee that it wishes to have ownership of the Improvements transferred by Grantee to City, all as provided pursuant to the Lease.

4. **Maintenance.** Grantee covenants that for the term of this Easement Agreement it shall, at its sole cost and expense, be responsible for the reasonable maintenance, repair and replacement of the Easement Area and the Improvements thereon. At the expiration or earlier termination of the Lease, Grantee, or Grantee's successors and/or assigns, will, to the extent reasonable, restore the Easement Area to its condition at the commencement of this Easement Agreement, reasonable wear and tear and loss by casualty or other causes beyond Grantee's control excepted. Grantee or Grantee's successors and/or assigns, will not be responsible for the replacement of any trees, shrubs, or other vegetation on the Easement Area. The parties hereby acknowledge that the Easements granted herein are non-exclusive and that third-parties not in privity with Grantee may be utilizing the Easement Area. Notwithstanding anything contained herein to the contrary, Grantee shall not be responsible for any damage and/or destruction of the Easement Area not caused by Grantee. City reserves the right to relocate the Easement Area so long as Grantee continues to have reasonable access to its Improvements in connection with the Lease.

Grantee shall have the right, at no cost or expense to City, to make minor improvements to the Easement Area, including, but not limited to, placing gravel and/or pavement upon the Easement Area to facilitate vehicular access; provided that such minor improvements do not interfere with the use of the Easement Area by third parties who may also have a right to access the Easement Area, and so long as Grantee obtains any necessary third-party consents under any existing documents of record in connection with such improvements.

5. **Indemnification.** Grantee agrees that it will indemnify, defend and hold City harmless from and against any injury, loss, cause of action, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) resulting from Grantee's or its agents' use of, construction, operation, maintenance, repair, replacement and/or removal of the Improvements or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of City and its respective employees, agents or independent contractors.

6. **Insurance.** Grantee covenants and agrees to maintain the same insurance coverages provided for in the Lease to City to cover Grantee's liabilities under this Agreement to City. All of the provisions relating to insurance in the Lease shall apply equally to this Agreement without the need for restatement.

7. **Notices.** Unless otherwise provided herein, any notice or demand required or permitted to be given hereunder shall be given in writing and shall be delivered personally, or sent by certified or registered mail, return receipt requested, or by recognized overnight

courier providing proof of service, to be effective when properly sent. Notice shall be addressed to the parties at the following addresses:

City: City of Hudson
1140 Terex Road
Hudson, Ohio 44236
Attn: City Manager

Grantee: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

Either party hereto may change the place for the giving or receiving of notice to it by written notice to the other party as provided herein.

8. **Waiver.** No delay or omission of either party hereto in the exercise of any right accruing upon any default shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by either party of a breach or default of any of the terms and conditions of this Agreement shall not be construed to be a waiver of any subsequent breach or default of the same or any other provision of this Agreement.

9. **Entire Agreement.** This Agreement and the exhibits attached hereto contain the entire agreement with respect to the matters described herein.

10. **Amendments.** This Agreement may not be amended except by written instrument executed by the then owners in fee simple of the entire interests in the Easement Area, the Leased Property, the then holder of the ground lessee interest in the Leased Property, the then holder of D&D's rights, and the then holder of AT&T's rights. Such amendment shall be promptly recorded in the Summit County, Ohio Fiscal Office.

11. **Governing Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Ohio. The parties agree that the venue for any litigation regarding this Agreement shall be Summit County, Ohio.

12. **Binding Nature.** The terms, covenants, conditions and agreements herein shall inure to the benefit of and shall be binding upon Grantor and Grantee, each subsequent owner of the Easement Area, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

13. **Validity.** If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

14. **Disclaimer.** Grantee acknowledges that these easements are being granted in there as-is, where-is condition and subject to all existing covenants, restrictions, easements,

and agreements of record. The City does not make any representations or warranties as to the status of title to the City Property or Easement Area.

15. **Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute one agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, City and Grantee duly executed this Agreement, as of the day and year above written.

CITY:

CITY OF HUDSON

By: _____
Jane Howlington, City Manager

State of Ohio)
) SS.
County of Summit)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Jane Howlington, the City Manager of the City Of Hudson, Ohio, an Ohio municipal corporation, who acknowledged that she did sign the foregoing instrument on behalf of the City of Hudson, Ohio, by proper authority, and the instrument was the act of the City of Hudson, Ohio for the purpose therein stated. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio this _____ day of _____, 2020.

NOTARY PUBLIC

Authorized by Resolution No. _____ adopted by Hudson City Council on _____, 2020.

Elizabeth Slagle, Clerk of Council

Approved as to legal form and correctness:

Matthew A. Vazzana, City Solicitor
City of Hudson

CONSENT

The undersigned hereby consents to the foregoing Easement Agreement by and among the City of Hudson and New Par.

IN WITNESS WHEREOF, the undersigned has executed this consent as of the effective date of the Easement Agreement.

D&D ENERGY COMPANY

By: _____
Name:
Its:

State of Ohio)
) SS.
County of _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, the _____ of D&D Energy Company, who acknowledged that he signed the instrument on behalf of the company by proper authority, and the instrument was the act of the company for the purpose therein stated. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio this _____ day of _____, 2020.

NOTARY PUBLIC

EXHIBIT A
Legal Description of City Property

PARCEL 1

KNOWN AS AND BEING A PART OF O.L. #73 OF HUDSON TOWNSHIP AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A MONUMENT FOUND AT THE CENTERLINE OF THE OHIO TURNPIKE, SAID MONUMENT IS AT STATION 513+28.26 BEHIND, OR 513+32.47 AHEAD (SEE SHEET 19 OF 85 CONTRACT C-14 OHIO TURNPIKE PROJECT NO. 1);

THENCE ALONG THE CENTERLINE OF THE OHIO TURNPIKE WHICH IS THE ARC OF CURVE TO THE RIGHT 595.40 FT., SAID CURVE HAS A RADIUS OF 17,178.25., A CENTRAL ANGLE OF 01 DEGREES 59 MINUTES 09 SECONDS, A CHORD OF 595.37 FT., AND A CHORD BEARING OF NORTH 88 DEGREES 29 MINUTES 30 SECONDS WEST, SAID PLACE IS THE INTERSECTION OF THE OHIO TURNPIKE CENTERLINE AND THE WEST LINE OF O.L. #73 OF HUDSON TOWNSHIP OR STATION 507+32.86;

THENCE NORTH 00 DEGREES 27 MINUTES 32 SECONDS EAST 175.12 FT. ALONG THE WEST LINE OF O.L. #73 TO A 5/8" DIA. IRON PIN TAGGED #4570 FOUND ON THE NORTHERLY RIGHT OF WAY LINE OF THE OHIO TURNPIKE, SAID PLACE IS THE TRUE PLACE OF BEGINNING FOR THE FOLLOWING DESCRIBED PARCEL OF LAND;

THENCE CONTINUE NORTH 00 DEGREES 27 MINUTES 32 SECONDS EAST 885.50 FT. ALONG THE WEST LINE OF O.L. #73 TO A 5/8" DIA. IRON PIN TAGGED #4570 FOUND;

THENCE NORTH 89 DEGREES 17 MINUTES 41 SECONDS EAST 1097.29 FT. TO A 5/8" DIA. IRON PIN TAGGED #4570 FOUND ON THE WESTERLY RIGHT OF WAY OF THE CONRAIL RAILROAD;

THENCE SOUTH 24 DEGREES 08 MINUTES 54 SECONDS EAST 519.01 FT. TO THE P.C. OF A CURVE (STA. 5267+16.80 CONRAIL);

THENCE ALONG THE ARC OF A CURVE TO THE LEFT 325.92 FT. TO A 5/8" DIA. IRON PIN TAGGED #4570 FOUND, SAID CURVE HAS A RADIUS OF 2272.49 FT. (HIGHWAY DEFINITION), A CENTRAL ANGLE OF 08 DEGREES 13 MINUTES 02 SECONDS, A CHORD OF 325.64 FT. AND A CHORD BEARING SOUTH 28 DEGREES 15 MINUTES 25 SECONDS EAST;

THENCE SOUTH 32 DEGREES 21 MINUTES 56 SECONDS 193.16 FT. TO A 5/8" DIA. IRON PIN TAGGED #4570 FOUND ON THE NORTHERLY RIGHT OF WAY OF THE OHIO TURNPIKE;

THENCE NORTH 89 DEGREES 29 MINUTES 03 SECONDS WEST 978.89 FT. ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE OHIO TURNPIKE TO THE P.T. OF A CURVE AT STATION 513+32.47 AHEAD;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 595.59 FT. TO THE TRUE PLACE OF BEGINNING, SAID CURVE HAS A CENTRAL ANGLE OF 02 DEGREES 00 MINUTES 25 SECONDS, A RADIUS OF 17,003.25 FT. A CHORD OF 595.55 AND A CHORD BEARING OF NORTH 88 DEGREES 28 MINUTES 50 SECONDS WEST, CONTAINING 27.4628 ACRES OF LAND MORE OF LESS BUT SUBJECT TO ALL LEGAL HIGHWAYS OR EASEMENTS OF RECORD.

AS SURVEYED BY JAMES N. CONNOR, REGISTERED SURVEYOR #4570, DECEMBER 1992. (JOB #9211-8). – RESURVEYED AND REDESCRIBED BY JAY T. DUNLAP, PLS 6250 OF CAMPBELL AND ASSOCIATES, INC.

THIS IS A COMPOSITE DESCRIPTION OF PROPERTY PREVIOUSLY OWNED BY STEPHEN SZARAS, PARCEL 1, VOL. 4475 PG. 398 AND PARCEL 2, VOL. 4475 PG. 398 AND O.R. 991-342 AND THE REMAINDER OF PROPERTY PREVIOUSLY OWNED BY S.H. SZARAS ETAL, PARCEL 3, O.R. 991 PG. 339.

PARCEL 2

Situated in the City of Hudson, County of Summit and State of Ohio, known as and being a part of Outlot Nos. 71, 72, and 73 in said City of Hudson, being more particularly described as follows:

Commencing at a gear pin set at the intersection of Hines Hill Road., (aka County Highway 115), (60 feet wide), and Prospect Road, County Highway 142 (60 feet wide) and being the Point of Beginning of the premises herein described;

Course No. 1: thence South 20°09'29" East along the said centerline of Prospect Road, a distance of 1114.04 feet to a gear pin set at the Northeast corner of land conveyed to John and Mary Kay Jager by deed dated July 21, 1999 and recorded in Reception Number 54319042 of Summit County Deed Records and being referenced by a 1" steel pin monument found South 20°09'29" East, a distance of 13.95 feet there from;

Course No. 2: thence South 88°16'39" West along a North line of said land conveyed to John and Mary Kay Jaeger and a North line of land conveyed to the City of Hudson by deed dated October 4th, 2004 and recorded in Reception Number 55111290 of Summit County Deed Records, a distance of 677.99 feet to a 5/8 inch by 30 inch steel pin set at an Easterly line of land conveyed to the Ohio Turnpike Commission by deed dated October 22, 2004 and recorded in Reception Number 55113508 of Summit County Deed Records;

Course No. 3: thence North 25°09'36" West along an Easterly line of said land conveyed to the Ohio Turnpike Commission, a distance of 289.04 feet to a 5/8 inch by 30 inch steel pin set at a Northeasterly corner thereof;

Course No. 4: thence South 64°50'24" West along a Northerly line of said land conveyed to the Ohio Turnpike Commission, a distance of 15.00 feet to a 5/8 inch by 30 inch steel pin set at a Northeasterly corner thereof;

Course No. 5: thence North 25°09'36" West along an Easterly line of said land conveyed to the Ohio Turnpike Commission, a distance of 200.00 feet to a 5/8 inch by 30 inch steel pin set at a Northeasterly corner thereof;

Course No. 6: thence South 64°50'24" West along a Northerly line of said land conveyed to the Ohio Turnpike Commission, a distance of 25.00 feet to a 5/8 inch by 30 inch steel pin set at a Northwesterly corner thereof;

Course No. 7: thence South 25°09'36" East along an Westerly line of said land conveyed to the Ohio Turnpike Commission, a distance of 471.70 feet to a 5/8 inch by 30 inch steel pin set at a Southwesterly corner thereof;

Course No. 8: thence South 88°16'39" West along a North line of said land conveyed to John and Mary Kay Jaeger and a North line of land conveyed to the City of Hudson by deed dated October 4th, 2004 and recorded in Reception Number 55111290 of Summit County Deed Records, a distance of 65.40 feet to a 5/8 inch by 30 inch steel pin set at an Easterly line of land conveyed to the Ohio Turnpike Commission by deed dated October 22, 2004 and recorded in Reception Number 55113508 of Summit County Deed Records;

Course No. 9: thence North 25°09'36" West along an Easterly line of said land conveyed to the Ohio Turnpike Commission, a distance of 370.70 feet to a 5/8 inch by 30 inch steel pin set at a Northeasterly corner thereof;

Course No. 10: thence South 64°49'34" West along a Northerly line of said land conveyed to the Ohio Turnpike Commission, a distance of 15.00 feet to a 5/8 inch by 30 inch steel pin set at a Northwesterly corner thereof;

Course No. 11: thence South 25°09'36" East along a Westerly line of said land conveyed to the Ohio Turnpike Commission, a distance of 364.20 feet to a 5/8 inch by 30 inch steel pin found on the North line of said land conveyed to the City of Hudson;

Course No. 12: thence South 88°16'39" West along the Northerly line of said land of the City of Hudson, a distance of 1115.13 feet to a 5/8 inch by 30 inch steel pin set at a Northwesterly corner thereof and being on the line common to said Outlot Nos. 72 and 73;

Course No. 13: thence South 01°17'07" East along said line common to Outlot Nos. 72 and 73, and the Westerly line of said land of Village of Hudson, a distance of 295.33 feet to a 5/8 inch by 30 inch steel pin set at a Northeasterly corner of land conveyed to the Village of Hudson by deed dated April 20, 1961 and recorded in Volume 3024, Page 641 of Summit County Deed Records;

Course No. 14: thence South 88°19'19" West along the Northerly line of said land conveyed to the Village of Hudson, a distance of 1200.00 feet to a 5/8 inch by 30 inch steel pin set at a Northwesterly corner thereof;

Course No. 15: thence South 01°37'06" East along a Westerly line of said land conveyed to the Village of Hudson, a distance of 375.00 feet to a 5/8 inch by 30 inch steel pin set at a Northerly line of the Ohio Turnpike (aka Interstate 80) (variable width);

Course No. 16: thence North $87^{\circ}43'37''$ West along a Northerly line of said Ohio Turnpike, a distance of 484.41 feet to a 5/8 inch by 30 inch steel pin set at an angle point therein;

Course No. 17: thence North $84^{\circ}09'55''$ West along a Northerly line of said Ohio Turnpike, a distance of 750.77 feet to a 5/8 inch by 30 inch steel pin set at an angle point therein;

Course No. 18: thence North $80^{\circ}13'35''$ West along a Northerly line of said Ohio Turnpike, a distance of 242.64 feet to a 5/8 inch by 30 inch steel pin set at an angle point therein;

Course No. 19: thence North $68^{\circ}53'59''$ West along a Northerly line of said Ohio Turnpike, a distance of 356.41 feet to a 5/8 inch by 30 inch steel pin set at an angle point therein;

Course No. 20: thence South $83^{\circ}44'01''$ West along a Northerly line of said Ohio Turnpike, a distance of 416.20 feet to a 5/8 inch by 30 inch steel pin set at an angle point therein;

Course No. 21: thence North $80^{\circ}13'35''$ West along a Northerly line of said Ohio Turnpike, a distance of 668.42 feet to a 5/8 inch by 30 inch steel pin set on the East line of lands conveyed to the Cuyahoga County Department of Welfare by deed dated April 14, 1961 and recorded in Volume 3924, Page 644 of Summit County Deed Records;

Course No. 22: thence North $01^{\circ}29'33''$ West along the Easterly line of said lands conveyed to the Cuyahoga County Department of Welfare and the Easterly of land conveyed to Damon and Melissa Call by deed dated January 22, 2004 and recorded in Reception Number 55002803 of Summit County Deed Records, a distance of 1458.83 feet to a gear pin set on the curved centerline of said Hines Hill Road;

Course No. 23: thence deflecting to the right along the curved centerline of said Hines Hill Road a distance of 1215.22 feet to a Point-of-Tangency, said curve having a 1429.05 foot radius, a delta angle of $48^{\circ}43'22''$ and a chord which bears North $79^{\circ}19'04''$ East, a distance of 1178.94 feet to a gear pin set;

Course No. 24: thence South $76^{\circ}19'15''$ East continuing along the centerline of said Hines Hill Road, a distance of 2576.50 feet to a 1" steel pin monument found at a Point-of-Curvature;

Course No. 25: thence deflecting to the left along the curved centerline of said Hines Hill Road a distance of 783.32 feet to a 1" steel pin monument found at a Point-of-Tangency, said curve having a 1430.42 foot radius, a delta angle of $31^{\circ}22'33''$ and a chord which bears North $87^{\circ}59'28''$ East, a distance of 773.57 feet;

Course No. 26: thence continuing North $72^{\circ}18'11''$ East along the centerline of said Hines Hill Road, a distance of 1253.23 feet to the Point of Beginning and containing 7,704,165 square feet or 176.864 Acres of land of which 207,429 square feet or 4.762 acres lie with in the right of way of Hines Hill Rd. and Prospect Rd. as surveyed by Scott J. Casey, P.S. 8219 of Atwell-Hicks, in May of 2007, being the same more or less, but subject to all legal highways, right of way within C&P Railroad and easements;

Basis of bearing is the Westerly Township line of Hudson bearing North 01°35'30" West, recorded in the subdivision plat, Ashbrook Phase 3A, Cabinet "H", pages 717-724 in Summit County Records.

All pins set are 5/8 inch by 30 inch steel pins, with cap stamped "Atwell-Hicks".

EXHIBIT B
Legal Description of the Leased Property

DESCRIPTION OF 0.011 ACRE LAND SPACE
FOR CELLCO PARTNERSHIP, DBA VERIZON WIRELESS
FROM LANDS OWNED BY CITY OF HUDSON, OHIO
SUMMIT COUNTY, OHIO

This is a description for Cellco Partnership, dba Verizon Wireless, of a 0.011 acre Land Space, all out of that 27.4628 acre tract of land owned by the City of Hudson, Ohio, of record in Official Record Volume 2329, Page 934, all references to records being on file in the Office of the Recorder, Summit County, Ohio.

Situate in Outlot 73 of the City of Hudson, County of Summit, State of Ohio, and being a 0.011 acre Land Space, all out of that 27.4628 acre tract of land owned by the City of Hudson, Ohio, of record in Official Record Volume 2329, Page 934, said 0.011 acre Land Space being more particularly described as follows:

The **Point of Reference** being a monument found at the intersection of West Prospect Street, with Hunting Hollow Drive; Thence North 19°08'12" West, along the centerline of West Prospect Street, a distance of 624.85 feet to a point at the northeast corner of a 6.1058 acre tract of land owned by John W. and Mary K. Jaeger, of record in Reception No. 54319042, being a southeasterly corner of a 176.864 acre tract of land owned by the City of Hudson, of record in Reception No. 56200999, and identified therein as Parcel 1; Thence South 89°19'39" West, along the north line of said 6.1058 acre tract, being a southerly line of said 176.864 acre tract, and along a the south line of a 0.372 acre tract of land owned by Ohio Turnpike Commission, of record in Reception No. 55113508, and identified therein as Parcel 4-WD-1, passing across the Norfolk Southern Combined Railroad right of way, and along the south line of a 0.127 acre tract of land owned by Ohio Turnpike Commission, of record in Reception No. 55113508, and identified therein as Parcel 4-WD, and continuing along a southerly line of said 176.864 acre tract, and the northerly line of said 27.4628 acre tract, a distance of 834.45 feet to a point at the northwesterly corner of a 0.0561 acre Access and Utility Easement, of record in Reception No. 55824484, and identified therein as Exhibit F, passing a solid iron bar found at a distance of 31.73 feet, and a solid iron bar found at a distance of 803.17 feet marking the southwest corner of said Parcel 4-WD, being a corner of said 176.864 acre tract, and being the northeast corner of said 27.4628 acre tract; Thence South 22°59'52" East, into said 27.4628 acre tract, and along the westerly perimeter of said 0.0561 acre Access and Utility Easement, a distance of 56.20 feet to a point; Thence South 49°13'59" West, along the westerly perimeter of said 0.0561 acre Access and Utility Easement, a distance of 18.53 feet to an iron pin set and being the True Place of Beginning of the herein described 0.011 acre Land Space, and being the northeast corner of a 0.0313 acre Lease Area, of record in said Reception No. 55824484, and identified therein as Exhibit C;

Thence South 67°00'08" West, along the northwesterly line of said 0.0313 acre Lease Area, a distance of 32.00 feet to an iron pin set;

Thence North 22°59'52" West, a distance of 15.00 feet to an iron pin set;

Thence North 67°00'08" East, a distance of 32.00 feet to an iron pin set;

Thence South 22°59'52" East, a distance of 15.00 feet to the True Place of Beginning, containing 0.011 acre (480 square feet).

For the purpose of this description, a bearing of North 89°19'39" West, was used on the northerly line of that 6.1058 acre tract of land owned by John W. and Mary K. Jaeger, of record in Reception No. 54319042, on file in the Office of the Recorder, Summit County, Ohio. Said bearing based upon the Ohio North Zone - State Plane Coordinate System.

EXHIBIT C
Drawing of the Leased Property and
the Easement Area

[To be attached]

EXHIBIT D
Legal Description of the Easement Area
aka Access and Utility Easement No. 1

Situated in the Township of Hudson, County of Summit, State of Ohio, and known as being a part of Original Hudson Township Lot 73, Township 4 North, Range 10 West, also known as being a portion of a parcel of land conveyed to the County of Summit, Ohio, Trustee as recorded in Reception No. 55664977 of said County's records, and being further bounded and described as follows:

Commencing at the centerline intersection of Hines Hill Rd. (60 feet wide) and Prospect St., thence along the centerline of said Hines Hill Rd., S 73° 20' 24" W for a distance of 825.79 feet to a point on a west line of a parcel of land conveyed to Norfolk Southern Combined Railroad Consolidated RR Cleveland Pitts Connecting Railway (PPN 3004145), passing over 1 inch rebars in monument boxes found at 200.85 feet and 700.78 feet, thence along said west line, S 24° 06' 04" E for a distance of 30.25 feet to a point on the south right of way of said Hines Hill Rd., said point being the TRUE PLACE OF BEGINNING of the parcel of land hereinafter described, thence clockwise along the following six (6) courses and distances:

1) Thence continuing along said west line, S 24° 06' 04" E for a distance of 503.11 feet to the northeast corner of a parcel of land conveyed to the State of Ohio as recorded in Reception No. 55113508;

2) Thence along the north line of said State of Ohio land, S 65° 53' 56" W for a distance of 15.00 feet to a the northwest corner of said State of Ohio land;

3) Thence along the west line of said State of Ohio land, S 24° 06' 04" E for a distance of 364.19 feet to a capped pin "URS Corp" found on the north line of a parcel of land conveyed to the City of Hudson as recorded in Deed Book O.R. 2329, Page 934;

4) Thence along the north line of said City of Hudson land, S 89° 19' 22" W for a distance of 31.28 feet to a point;

5) Thence N 23° 00' 00" W for a distance of 858.57 feet to a point on the south right of way of said Hines Hill Rd.;

6) Thence along said south right of way line, N 73° 20' 24" E for a distance of 27.43 feet to the True Place of Beginning and containing 0.5804 acres (25,283 sq. ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of James E. Karing, P.S. Number 7539, for GPD Associates, in January of 2010.

Legal Description of the Easement Area
aka Access and Utility Easement No. 2

Situated in the Township of Hudson, County of Summit, State of Ohio, and known as being a part of Original Hudson Township Lot 73, Township 4 North, Range 10 West, also known as being a portion of a parcel of land conveyed to the City of Hudson as recorded in Deed Book O.R. 2329, Page 934 of said County's records, and being further bounded and described as follows:

Commencing at the centerline intersection of Hines Hill Rd. (60 feet wide) and Prospect St. thence along the centerline of said Hines Hill Rd., S 73° 20' 24" W for a distance of 825.79 feet to a point on a west line of a parcel of land conveyed to Norfolk Southern Combined Railroad Consolidated RR Cleveland Pitts Connecting Railway (PPN 3004145), passing over 1 inch rebars in monument boxes found at 200.85 feet and 700.78 feet, thence along said west line, S 24° 06' 04" E for a distance of 533.36 feet to the northeast corner of a parcel of land conveyed to the State of Ohio as recorded in Reception No. 5113508, thence along the north line of said State of Ohio land, S 65° 53' 56" W for a distance of 15.00 feet to the northwest corner of said State of Ohio land, thence along the west line of said State of Ohio land, S 24° 06' 04" E. for a distance of 364.19 feet to a capped pin "URS Corp" found on the south line of a parcel of land conveyed to County of Summit, Ohio, Trustee as recorded in Reception No. 55664977 and at the north most corner of a parcel of land conveyed to the State of Ohio as recorded in Reception No. 5511289, said capped pin found also being the TRUE PLACE OF BEGINNING of the parcel of land hereinafter described, thence clockwise along the following six (6) courses and distances:

- 1) Thence along a west line of said State of Ohio land (Reception No. 5511289), S 19° 32' 28" E for a distance of 61.18 feet to a point;
 - 2) Thence S 44° 56' 49" W for a distance of 46.28 feet to a point;
 - 3) Thence N 23° 00' 00" W for a distance of 28.47 feet to a 5/8 inch rebar with cap "GPD" set, passing over a 5/8 inch rebar with cap "GDP" set at 6.47 feet;
 - 4) Thence N 49° 13' 51" E for a distance of 18.54 feet to a point;
 - 5) Thence N 23° 00' 00" W for a distance of 56.20 feet to a point on the south line of said County of Summit, Ohio, Trustee land;
 - 6) Thence along said south line, N 89° 19' 22" E for a distance of 31.28 feet to the True Place of Beginning and containing 0.0561 acres (2,444 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of James E. Karing, P.S. Number 7539, GPD Associates in January of 2010.
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