

* Noma La Lomia
City of Hudson
Department of Community Development
46 Ravenna Street, Suite D-3
Hudson, OH 44236

6/60

EXHIBIT A

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of the 29 day of AUG, 2005, by and between the **City of Hudson**, an Ohio municipal corporation, 27 East Main Street, Hudson, Ohio 44236 ("Licensor") and **Duane Hills**, 220 N. MAIN ST, Hudson, Ohio 44236 ("Licensee").

RECITALS

WHEREAS, Licensor owns and controls the public right-of-way known as South Main Street (State Route 91) situated in the City of Hudson, Summit County, Ohio, to which Grantee's property at 65-1/2 South Main Street, Hudson, Ohio abuts. (Grantee's property is further described in the legal description attached hereto and incorporated herein as Exhibit A); and

WHEREAS, Licensor desires to grant to Licensee a license to construct a ground sign upon a small portion of said public right-of-way, as depicted in Exhibit B attached hereto and incorporated herein (hereinafter the "License Area"), for the commercial business(es) on Grantee's property;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration received to the full satisfaction of Licensor 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, Licensor does hereby grant to Licensee a non-exclusive license (the "License") over and across that portion of the public right-of-way outlined in Exhibit B -- the Licensed Area -- for the purpose of constructing, installing, using, maintaining and repairing a ground sign for business identification purposes.

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John A Donofrio, Summit Fiscal Officer

2. The License will commence on the date first written above and shall terminate automatically upon the date Licensee abandons or removes the ground sign, whichever occurs first. Prior to the termination, either Licensor or Licensee may terminate this Agreement effective upon thirty (30) days advance written notice to the other party. Upon termination of the License, Licensee's right to use the License Area for the purpose stated herein shall cease.

3. Licensor shall have the right, within its sole discretion, to order immediate removal of any ground sign on the Premises or to use self-help to remove such a sign if it determines that the public health, safety or welfare requires such immediate removal and the removal and replacement, if any, of such a sign shall be at Licensee's sole cost and expense.

4. Licensee shall not be permitted to commit any waste or use the License Area for purposes that interfere with the purposes of the public right-of-way.

5. Licensee shall repair and maintain any sign on the License Area in a good, safe and clean manner, in compliance with all applicable laws and regulations of the appropriate governmental authorities, all at Licensee's sole cost and expense.

6. Licensee shall indemnify, defend and hold Licensor, its employees, officers and agents, 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 Licensee or its agents, employees, invitees, tenants or contractors arising in connection with or attributable to the use, construction, installation, maintenance, inspection, repair or replacement of a ground sign.

7. This Agreement may be assigned by Licensee with the written consent of the Licensor's City Manager.



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8. The License granted herein is subject to any regulations or restrictions in the Codified Ordinances of the Licensor, City of Hudson, and subject to any decisions and orders of its Boards or Commissions.

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

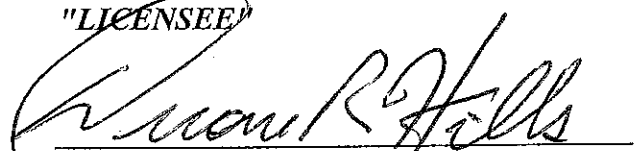
"LICENSOR"

CITY OF HUDSON, OHIO,
an Ohio Municipal Corporation

By: 

Douglas R. Elliott, Jr.
City Manager

"LICENSEE"


Duane Hills

STATE OF OHIO

)

): SS

COUNTY OF SUMMIT

)



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BEFORE ME, a Notary Public in and for said county and state personally appeared the above-named City of Hudson, by Douglas R. Elliott, Jr., its City Manager, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed personally and as the legally authorized representative of the City of Hudson.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Hudson, Ohio, this 2nd day of August, 2005.



ELIZABETH SHEETER, Notary Public
STATE OF OHIO
Resident Summit County
My Commission Expires 5/20/09

NOTARY PUBLIC

STATE OF OHIO

)

): SS

COUNTY OF SUMMIT

)

BEFORE ME, a Notary Public in and for said county and state personally appeared the above-named Duane Hills, who acknowledged 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 Hudson, OH, this 29 day of August, 2005.

Melissa Sidelinker-Munn
NOTARY PUBLIC

MELISSA SIDELINKER -munn
RESIDENT SUMMIT COUNTY
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 08-21-07



John A Donofrio, Summit Fiscal Officer

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EXHIBIT A



KENNETH JENSEN & ASSOCIATES, INC. ENGINEERS & SURVEYORS

3543 DARROW ROAD
STOW, OHIO 44224
PHONE 330 - 688 - 6049
FAX 330 - 688 - 6040

1997-2048

LEGAL DESCRIPTION

THE CAMBRIDGE COMPANY - BRICKER'S

SEPTEMBER 26, 1997

Situated in the City of Hudson, County of Summit and State of Ohio being part of Original Lot 46 in the former Hudson Township and all of sublots 17 and 18 and part of subplot 19 in Chapman's Second Addition to Hudson (Plat Book 3, Pg. 16 of Summit County Record of Plats) and further described as follows:

Beginning at the northwesterly corner of Annadale at Hudson (Plat Book 56, Pg. 33-35) and being on the centerline of South Main Street (S.R. 91 - 66' R/W) and the westerly line of O.L. 46 (witness a capped iron bar found in a monument box at the southwesterly corner of O.L. 46 South 1460.52 feet from said corner and witness a capped iron bar found in a monument box at the northwesterly corner of O.L. 46 North 1460.29 feet from said corner);

Thence S 89° 51' 01" E 33.00 feet along the northerly line of said Annadale at Hudson to a drill hole set on the easterly right of way line of South Main Street;

Thence North 277.21 feet along the easterly right of way line of South Main Street to a point and the true place of beginning for the parcel herein described (witness a #5 iron bar found N 89° 51' 01" W 2.923 feet from said corner);

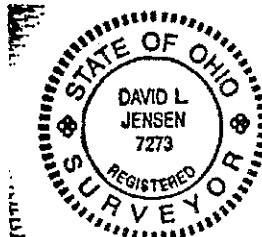
Thence North 244.28 feet along the easterly right of way line of South Main Street to a capped iron bar set at the Grantor's northwesterly corner and a southwesterly corner of Conrail Railroad right of way;

Thence S 54° 18' 19" E 242.54 feet along the southerly right of way line of Conrail to a capped iron bar set at the Grantor's northeasterly corner and the northwesterly corner of a parcel of land conveyed to the Village of Hudson (D.V. 4956, Pg. 285);

Thence South 103.28 feet to a the Grantor's southeasterly corner (witness a #5 iron bar found 0.220' north and 0.020 feet east of said corner);

Thence N 89° 51' 01" W 196.98 feet to the true place of beginning and containing 0.7858 acres of land as surveyed in September, 1997 by David L. Jensen, Registered Surveyor No. 7273.

The bearing North as indicated for the centerline of S. Main Street as shown on a survey of the substation by James N. Connor was used for the "Basis for Bearings"



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James B. McCarthy

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John A Donofrio, Summit Fiscal Officer

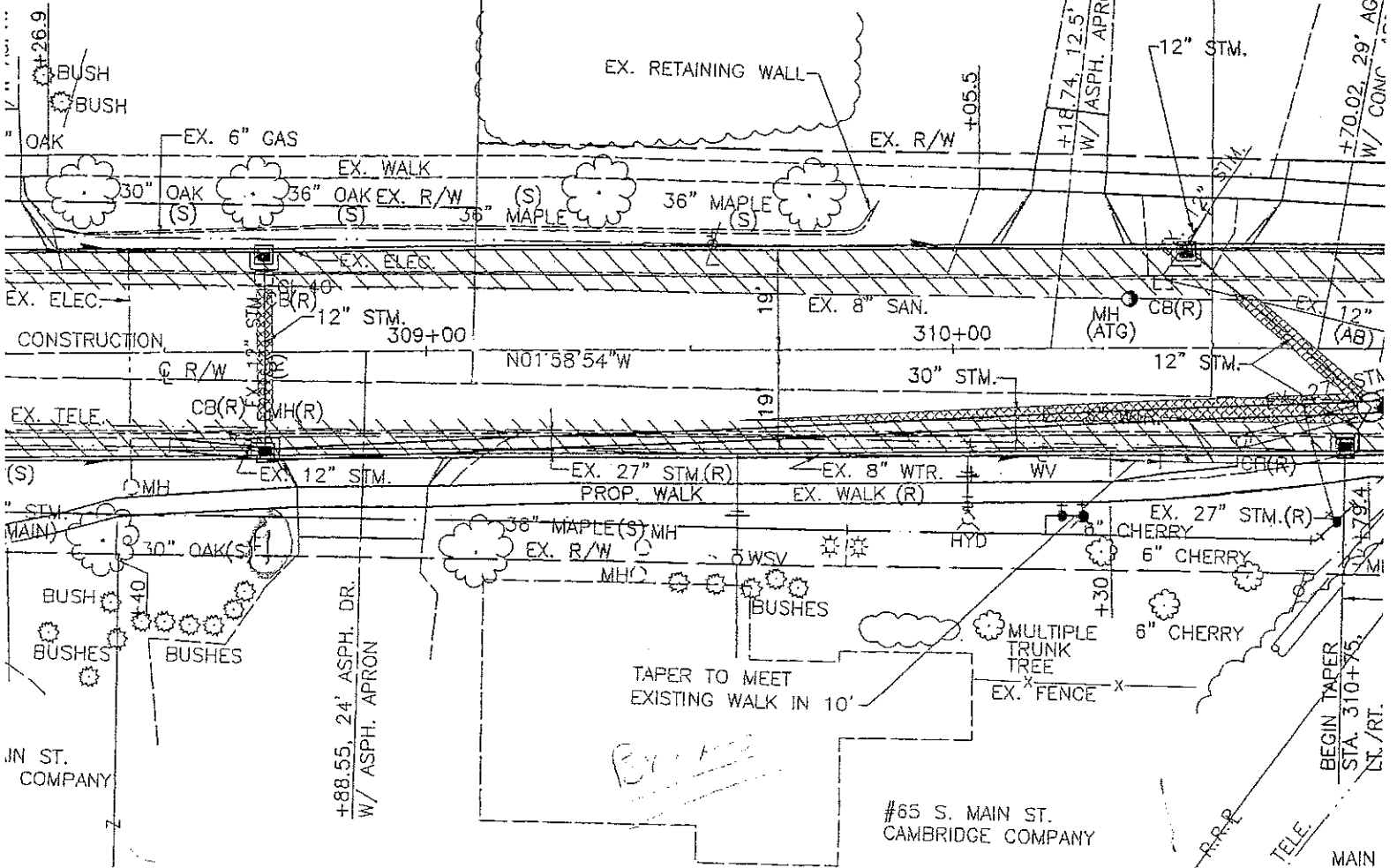
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#84 MAIN ST.
ANDREW J. & CAROL BELLIAN

EXHIBIT B

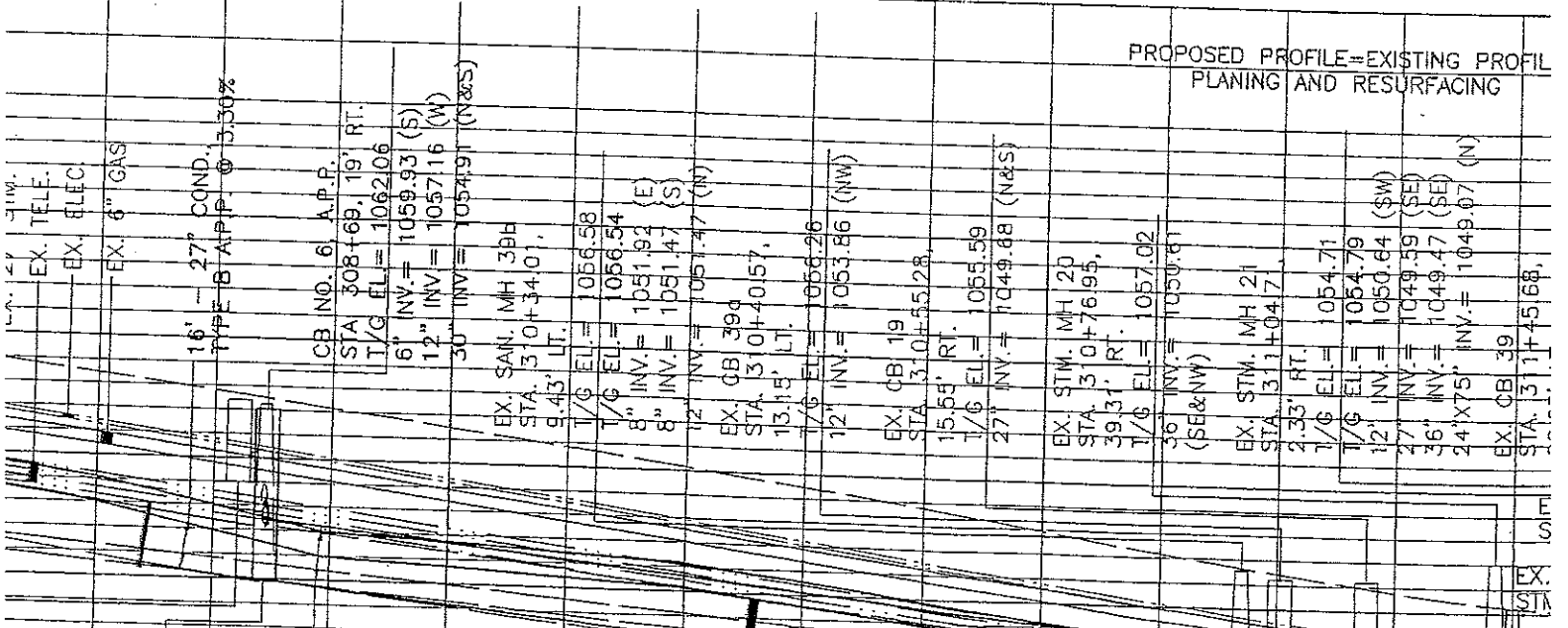
STOKES LANE
CITY OF HUDSON

S.R. 91 (S. MAIN ST.) - VARIES 66' TO 78'



John A Donofrio, Summit Fiscal Officer

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AMENDED AND RESTATED
LICENSE AGREEMENT

THIS AMENDED AND RESTATED LICENSE AGREEMENT (hereinafter referred to as "Agreement" or "License") is entered into as of the 20th day of June, 2008, by and between the CITY OF HUDSON, an Ohio municipal corporation, 27 East Main Street, Hudson, Ohio 44236 ("Licensor") and THE CAMBRIDGE COMPANY, LLC, 220 North Main Street, Hudson, Ohio 44236 ("Licensee"). (Licensor and Licensee are hereafter referred to collectively as the "Parties".)

WHEREAS, Licensor is owner of certain land situated in the City of Hudson, Summit County, described in Exhibit "1" attached hereto and incorporated herein (hereinafter referred to as "the Premises"); and

WHEREAS, the Parties entered into a "License Agreement", dated September 30, 1997, as authorized by Ordinance No. 97-123 of the City of Hudson Council, for the use of Licensor's Premises for a driveway and Licensee has now requested to further use Licensor's Premises for the establishment and maintenance of twelve (12) parking spaces (the "Parking Spaces"); and

WHEREAS, the City of Hudson Planning Commission has approved the site plan for the installation of the Parking Spaces conditioned upon, *inter alia*, finalization of a formal agreement approved by the City Council authorizing such use of the Licensor's Premises; and

WHEREAS, Licensor desires to grant to Licensee a continued non-exclusive license of ingress and egress on and through the Premises in order to for Licensee to construct, maintain, and replace an access driveway (the "Driveway") on the Premises and to grant a non-exclusive license to construct, maintain and replace the Parking Spaces, both as depicted on Exhibit "2", and for this Agreement to supersede the License Agreement dated September 30, 1997.

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

1. Licensor, for its successors, legal representatives and assigns, does hereby upon the terms and subject to the conditions set forth herein, license to Licensee, its agents, employees, contractors, successors, legal representatives and assigns a non-exclusive right of ingress and egress over and across that portion of the Premises depicted on Exhibit "2" for the purposes of constructing, installing, maintaining, plowing, inspecting, repairing and replacing the Driveway and twelve (12) Parking Spaces, together with necessary appurtenances thereto.

2. Licensee shall, at no expense to Licensor, do all things necessary for the construction, maintenance and replacement of the asphalt Driveway and the Parking Spaces.

3. Licensee shall, at no expense to Licensor, continue to maintain the asphalt Driveway and install and maintain the Parking Spaces in accordance with the drawing attached hereto as Exhibit "2" and in accordance with the standards of Licensor's Engineering Department, operate, inspect, maintain, repair, snow plow, replace and restore the asphalt Driveway, Parking Spaces and curbs during the term of this Agreement. Licensee shall plant and maintain plantings on the north side of the Driveway and on the east, west and south sides of the Parking Spaces as approved by the City of Hudson Planning Commission and Licensor's staff. Licensee shall obtain the approval of



Licensors' Arborist for any tree removals and moving or plantings of vegetative matter in the License area.

4. Licensee agrees to indemnify, defend and hold harmless Licensors, its officers, employees, successors, representatives and assigns from any and all actions, claims, damages, liability, expenses, judgments and liens including but not limited to reasonable attorneys' fees occurring or arising by reason of the uses granted to Licensee by this License and/or arising in connection with or attributable to the construction, installation, operation, maintenance, snow plowing, inspection, repair or replacement of the Driveway and Parking Spaces installed and used by Licensee; and Licensee agrees to continuously carry commercial general liability insurance throughout the term of this Agreement to adequately cover any damages and losses associated with Licensee's uses under this Agreement and to cause Licensors to be an additional insured on said policy of insurance coverage as evidenced by a valid certificate of insurance issued to Licensors.

5. Licensors warrants and represents to Licensee that it has title in fee simple in and to the Premises. The License granted herein shall be subject to all restrictions, conditions, reservations, limitations, covenants, rights-of-way and easements of record.

6. This Agreement shall not take effect until a zoning certificate is issued by the Licensors for the installation of the Parking Spaces and associated landscaping.

7. Licensors, in its sole discretion, may terminate this License at no cost to Licensors if it determines by majority vote of its City Council that the lands subject to this License are necessary for a public purpose, including, but not limited to, a public road. Such termination shall only be effective after Licensee is given ninety (90) days prior written notice of the termination by Licensors.

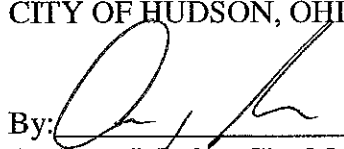
8. It is understood and agreed by the Parties to this Agreement that this Agreement shall constitute the entire Agreement between the Parties and shall supersede and replace the previous License Agreement between the Parties dated September 30, 1997.

9. This Agreement may be supplemented and amended by agreement of both Parties at a later date by further agreements which shall be in writing and shall not be effective unless they are specifically approved by resolution or ordinance of the Hudson City Council.


10. This Agreement shall bind and inure to the benefit of the Parties hereto, their respective successors, representatives and assigns.

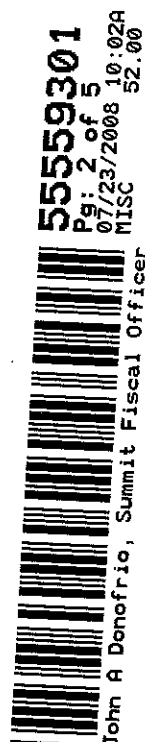
IN WITNESS WHEREOF, the undersigned Parties have set their hands at Hudson, Ohio, on the date first above written.

"LICENSOR"
CITY OF HUDSON, OHIO


By: 
Anthony J. Bales, City Manager

"LICENSEE"
THE CAMBRIDGE COMPANY, LLC

By: 
Print Name: DUANE R. HILLS
Title: MGR MANAGER



Approved as to form.


Charles T. Riehl, City Solicitor

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **Anthony J. Bales**, City Manager of the City of Hudson, Ohio, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of the City of Hudson, Ohio.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Hudson, Ohio, this 27th day of June, 2008.

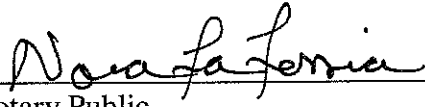

Notary Public

ELIZABETH SHEETER, Notary Public
STATE OF OHIO
Resident Summit County
My Commission Expires May 20, 2009

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named DUANE HILLS ~~MANAGER~~ MEMBER (title) of The Cambridge Company, LLC, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and the duly authorized and free act and deed of The Cambridge Company, LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Hudson, Ohio, this 26 day of JUNE, 2008.

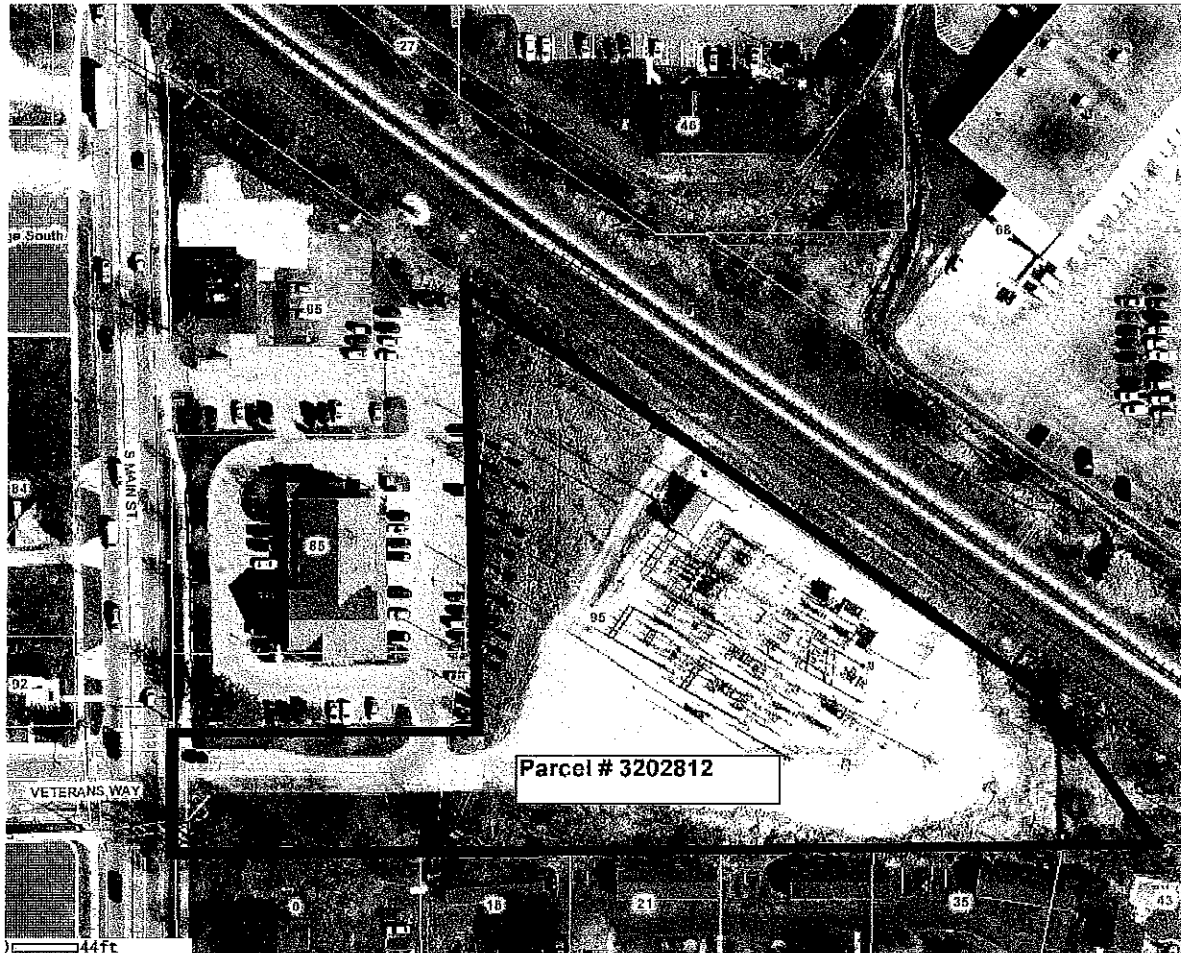

Notary Public


John A Donofrio, Summit Fiscal Officer

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NORA LA LOMIA
Resident Summit County
Notary Public, State of Ohio
My Commission Expires Feb. 23, 2010

Amended and Restated License Agreement
Exhibit "1"



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John A Donofrio, Summit Fiscal Officer

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DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this "Declaration") is made this 27th day of June, 2008, by THE CAMBRIDGE COMPANY, LLC, an Ohio limited liability company ("Cambridge"), having an address at 220 North Main Street, Hudson, Ohio 44236.

RECITALS:

A. Cambridge is the owner of the real property described as "Parcel A" (currently known as 65 South Main Street in Hudson, Ohio, and Permanent Parcel No. 3203769) and "Parcel B" (currently known as 85 South Main Street, Hudson, Ohio, and Permanent Parcel No. 3203772) both of which are described in Exhibit A attached hereto and made part hereof. (Parcel A and Parcel B are, individually, a "Parcel" and, collectively, the "Cambridge Land".)

B. "Owner" shall mean and refer to the record owner, whether one or more persons, partnerships, corporations, or associations of the fee simple title to the Cambridge Land or any portion thereof.

C. Cambridge proposed to use land owned by the City of Hudson which abuts the southerly boundary of Parcel B for additional parking.

D. Pursuant to the Land Development Code (the "LDC") of the City of Hudson (the "City"), the City Planning Commission approved Cambridge's application for a site plan for parking on the City's land conditioned, in part, upon a permanent shared parking arrangement between Parcels A and B.

E. Shared parking facilities between separate developments/uses are strongly encouraged by the LDC.

F. Through this Declaration, Cambridge has agreed to establish certain easements for ingress/egress/driveway and parking for the benefit of proposed Parcel A and Parcel B in order to meet the City Planning Commission's conditions on the site plan approval.

NOW, THEREFORE, Cambridge, for itself and its successors and assigns, for good and valuable consideration, including the covenants and agreements herein contained, the receipt of which is hereby acknowledged, states and declares as follows:

1. INGRESS/EGRESS, DRIVEWAY AND PARKING EASEMENTS.

(a) Parcel A Easement Area. Cambridge hereby grants and declares to exist, for the benefit of Parcel B, a nonexclusive, perpetual right and easement (i) to provide ingress egress, both pedestrian and vehicular, for free and uninterrupted passage between Parcel A and B, and State Route 91 into, upon, over and across those portions of Parcel A shown on Exhibit B attached hereto and made a part hereof (the "Parcel A Easement Area"), and (ii) for the use of the parking spaces within the Parcel A Easement Area.



(b) Parcel B Easement Area. Cambridge hereby grants and declares to exist, for the benefit of Parcel A, a nonexclusive, perpetual right and easement (i) to provide ingress egress, both pedestrian and vehicular, for free and uninterrupted passage between Parcel A and B, and State Route 91 into, upon, over and across those portions of Parcel B shown on Exhibit B attached hereto and made a part hereof the "Parcel B Easement Area"; the Parcel A Easement Area and the Parcel B Easement Area are individually referred to as an "Easement Area" and collectively the ("Easement Areas"), and (ii) for the use of the parking spaces within the Parcel B Easement Area.

(c) Construction of Improvements in the Easement Areas. No building, sign, fences, barricades or other obstructions or other structure of any kind, except as may be required to comply with legal requirements, shall be constructed or erected within the Easement Areas, except for the installation of structures that shall not (i) impede or interfere with the free flow of pedestrian or vehicular traffic on the Easement Areas, or (ii) reduce the parking capacity of the Easement Areas.

2. MAINTENANCE OF EASEMENT AREAS.

(a) The Owner of Parcel A shall maintain, repair and replace (and require any tenant or other person in possession thereof to maintain, repair and replace) the landscaping, and all walks, driveways and parking areas, and other appurtenances on Easement Area A in good condition and repair, and free from the accumulation of rubbish, debris or other waste materials and free from snow and ice. The costs and expenses of such maintenance, repair and replacement shall be paid and borne by the Owner of Parcel A.

(b) The Owner of Parcel B shall maintain, repair and replace (and require any tenant or other person in possession thereof to maintain, repair and replace) the landscaping, and all walks, driveways and parking areas, and other appurtenances on Easement Area B in good condition and repair, and free from the accumulation of rubbish, debris or other waste materials and free from snow and ice. The costs and expenses of such maintenance, repair and replacement shall be paid and borne by the Owner of Parcel B.

3. RELOCATION RIGHTS.

The Owner of any Parcel, at its sole cost and expense, may from time to time relocate the Easement Area that burdens its Parcel, subject, however, to the following terms, provisions and conditions (Owner desiring to relocate an Easement Area is hereinafter referred to as the "Relocating Party"):

(a) Relocating Party shall give written notice to the other Owner and the City of its intent to relocate the Easement Area or part thereof on its Parcel, which notice shall be accompanied by plans and specifications showing the proposed new location of the Easement Area and the work required to complete the relocation;

(b) Such relocation may not be made (i) without prior written approval of the City, or (ii) if the same would materially adversely affect the ingress and egress to and from the other Parcel or the availability of parking for either Parcel, based on the relative location of the improvements then located on the other Parcel and the use then being made thereof;

(c) During the construction and relocation of the Easement Area, access over the then existing Easement Area shall not be unreasonably restricted but portions thereof may be temporarily closed if reasonable alternate access and parking is provided or available during the period of such closing;

(d) Following such relocation, the Relocating Party shall promptly restore all paving and other improvements disturbed by such relocation to their former condition whether such paving or improvements are on its Parcel or the other Parcel;

(e) Concurrently with or after fulfillment of the foregoing clauses, the portion of the easement no longer included within the Easement Area shall terminate and the easement shall extend to and cover the area to which it has been so relocated and continue to cover that portion thereof that has not been so relocated, in each case without further act, but each Owner and the City, for itself and its successors and assigns, shall, upon request of the other Owner or the City, join with the other Owner and the City in the execution of recordable evidence of such termination and relocation;

(f) The Relocating Party shall pay the costs and expenses associated with the relocation and shall prosecute such relocation in a safe and workmanlike manner in accordance with all applicable legal requirements; and

(g) Any *bona fide* purchaser or encumbrancer for value of all or any part of any Parcel shall be entitled to rely on the original location of the Easement Area until either (i) the recordable evidence of such termination and relocation contemplated by paragraph (e) above has been recorded or (ii) the Relocating Party files of record a declaration that the location of the easement over its property has been relocated in accordance with the provisions of this instrument and stating the location of such easement as so relocated.

4. MECHANICS' LIENS.

In the event a mechanics' lien or other lien is filed on any portion of the Parcels as the result of any construction, alterations, repairs or other such activities alleged to be caused by the activities of an Owner of any other portion of the Parcels, or anybody acting by, through or under such Owner, then such Owner shall cause such lien to be bonded or otherwise removed of record within thirty (30) days after receipt of written notice from the Owner against whose Parcel the mechanic's lien shall have been filed. Nothing contained in this Declaration shall be construed as constituting the consent or request of an Owner, express or implied, to or for the performance of any contractor, laborer, materialman or vendor of any labor or services or for the furnishing of any materials for any construction, alteration or repair of any portion of the Parcels not owned by such Owner.

5. EMINENT DOMAIN.

If any part of a Parcel shall be taken by eminent domain or any similar authority of law, then the entire award for the value of the land, buildings and improvements so taken shall belong to Owner of the Parcel, or portion thereof, so taken, or to its mortgagees or tenants, as their interest may appear, and no other Owner (or tenant or ground lessee of such other Owner) shall claim any portion of such award by virtue of any interest created by this Declaration.

6. COVENANTS RUNNING WITH THE LAND.

(a) Binding Nature. Each and every covenant, easement and right made, granted or assumed by an Owner shall be an equitable servitude on the Parcel owned by such Owner appurtenant to and for the benefit of the other Parcel. Every obligation of this Declaration shall run with the land and shall be binding upon the Owner making or assuming such obligation and such Owner's successors and assigns and shall inure to the benefit of the other Owner and its successors and assigns.

(b) Successors and Assigns. Each Owner of a Parcel or of any part of a Parcel shall automatically, by acceptance of the title of such Parcel or portion thereof, be deemed to be a successor Owner, and (i) to have assumed all obligations hereof relating thereto and thereafter accruing, and (ii) to have agreed with the then Owners of all other portions of the Parcels to execute any and all instruments and to do any and all things reasonably required to carry out the intention of the provisions hereof; but nothing herein contained shall be deemed to relieve the transferor of such Parcel from its obligations under this Declaration that shall have accrued prior to such transfer. Each transferee of a Parcel or any part thereof shall be deemed to have assumed the obligations accruing after such transfer imposed on such transferor and such transferor shall upon the completion of such transfer be relieved of all future liability that accrues with respect to the portion of the Parcel so conveyed.

(c) No Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Cambridge Land to the general public or for any public use or purpose whatsoever, it being the intention of Cambridge that this Declaration be for the exclusive benefit of the Owners, and that nothing herein, express or implied, shall confer upon any other person any rights or remedies under or by reason of this Declaration, other than the Owners who hereafter own any portion of the Cambridge Land and the City.

7. CITY'S RIGHT AND AUTHORITY TO COMPEL COMPLIANCE.

The City may, although it is under no obligation or duty to do so, compel compliance by all Owners with this Declaration as it may deem necessary by court action or any other appropriate means.

8. AMENDMENTS.

This Declaration may be amended, modified, terminated or waived (in whole or in part) only by a declaration or agreement in writing, executed and acknowledged between the Owners and the City and duly recorded in the Summit County Records.

9. MISCELLANEOUS.

(a) No covenant, restriction, condition, obligation or provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

(b) The invalidity of any term, covenant, restriction, condition, limitation or any other provision hereof shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remaining terms, covenants, restrictions, conditions, limitations and provisions of this Declaration.

(c) These covenants and restrictions set forth in this Declaration shall in no way affect the provisions now or hereafter contained in the LDC or other governmental regulations, but all land and improvements on the Cambridge Land shall in all cases satisfy the covenants and restrictions set forth in this Declaration, as well as the LDC and other governmental regulations, as are from time to time in effect. In the event the covenants and restrictions set forth in this Declaration impose greater restrictions or requirements for the use of land and improvements than those otherwise imposed by the LDC or other governmental regulations, then the covenants and restrictions set forth in this Declaration shall control. Conversely, if the LDC or other governmental regulations impose greater restrictions or requirements for the use of land and improvements than those imposed by the covenants and restrictions set forth in this Declaration, then the LDC or other governmental regulations shall control.

(d) This Declaration is for the benefit of and shall be binding on the Owners. Each of the Owners shall have the right to have any breach or threatened breach of the covenants and restrictions contained herein enjoined by order of any court having jurisdiction and the right of specific performance with respect to the provisions of each such covenant or restriction.

(e) Any notice required to be sent to any Owner shall be deemed to have been properly sent when mailed, postage prepaid to the last address of the person or entity who appears as such Owner as such address appears on the records of the Summit County Fiscal Officer.

[SIGNATURES ON FOLLOWING PAGE]

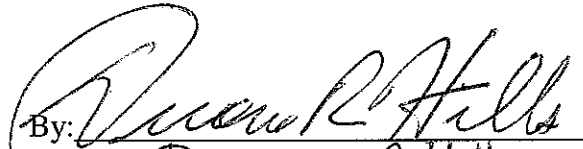


John A Donofrio, Summit Fiscal Officer

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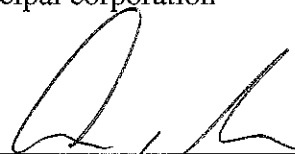
Executed as of the day and year first above written.

THE CAMBRIDGE COMPANY, LLC, an
Ohio limited liability company

By: 
Name: DUANE R. HILLS
Title: MGR. MEMBER

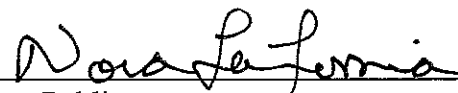
The City of Hudson executes this Declaration to acknowledge that the parking easements established by this Declaration serve to satisfy the LDC requirements and, a condition of the City's site plan approval for additional parking on City of Hudson property.

CITY OF HUDSON, OHIO, an Ohio
municipal corporation

By: 
Anthony J. Bales, City Manager

STATE OF OHIO)
) SS:
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 26 day of JUNE, 2008, by DUANE HILLS, the MGR MEMBER of The Cambridge Company, LLC on behalf of the limited liability company.


Notary Public

My commission expires: 2/20/10

STATE OF OHIO)
) SS:
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 27th day of June, 2008, by Anthony J. Bales, the City Manager of the City of Hudson, an Ohio municipal corporation, on behalf of the corporation.



Notary Public

My commission expires: _____

ELIZABETH SHEETER, Notary Public
STATE OF OHIO
Resident Summit County
My Commission Expires May 20, 2009

This instrument prepared by:

Walter & Haverfield LLP
The Tower at Erieview
1301 E. Ninth Street, Suite 3500
Cleveland, OH 44114
(216) 781-1212

#12287
TRANSFER NOT NECESSARY
SEC. 319.202 REV. CODE COMPLIED WITH
Xempt P

Consideration _____
JOHN A. DONOFRIO By CD
Fiscal Officer Deputy Fiscal Officer
No. of pages 12

7.23.08
TRANSFER NOT NECESSARY
John A. Donofrio, Fiscal Officer

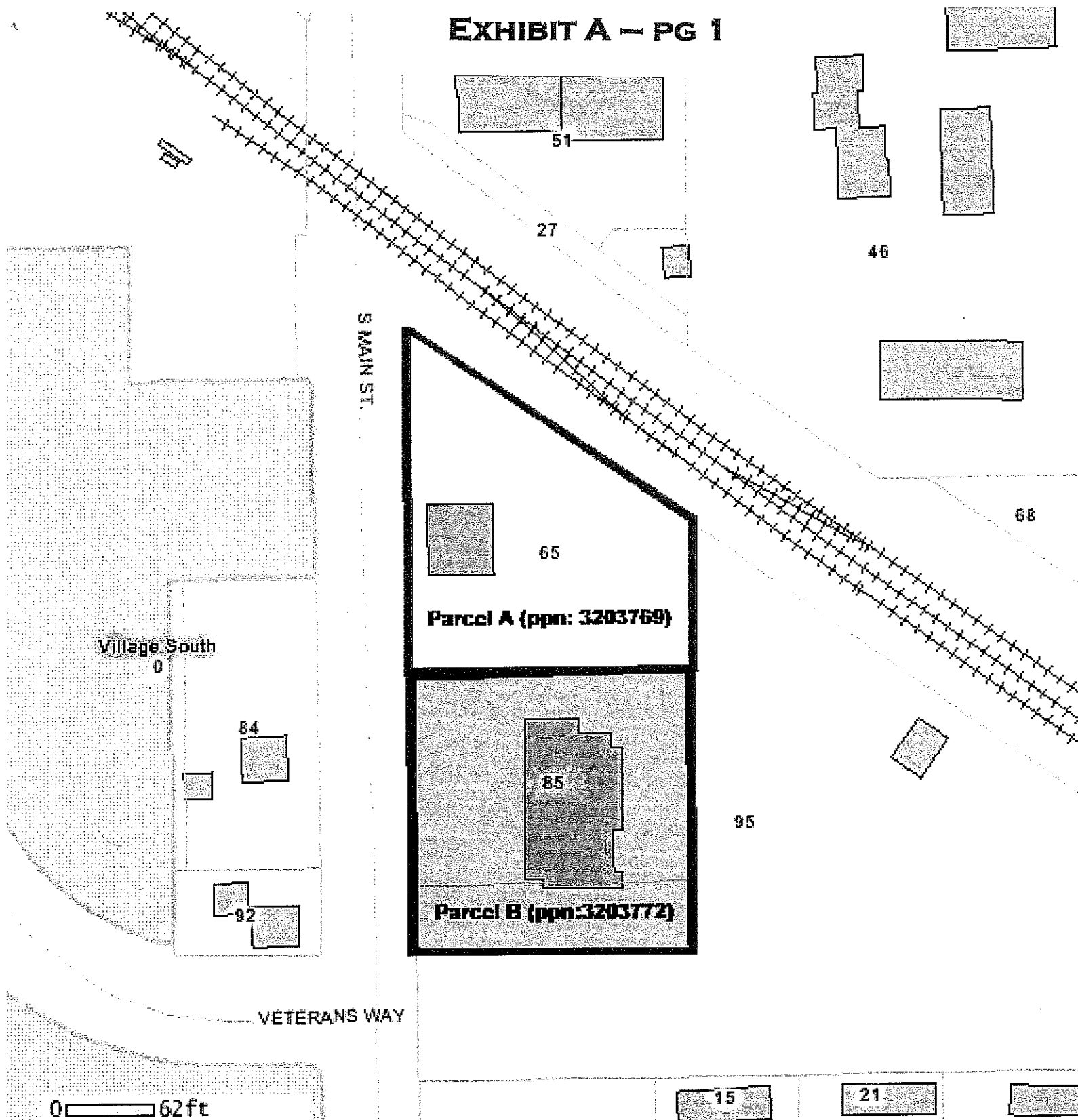
LIST OF EXHIBITS

Exhibit A - Legal Descriptions of Parcel A and Parcel B

Exhibit B - Drawing of Parcel A and Parcel B Easement Areas



EXHIBIT A - PG 1



John A Donofrio, Summit Fiscal Officer

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EXHIBIT A - PG 2



KENNETH JENSEN & ASSOCIATES, INC. ENGINEERS & SURVEYORS

3543 DARROW ROAD
STOW, OHIO 44224
PHONE 330 - 688 - 6049
FAX 330 - 688 - 6040

1997-2048

LEGAL DESCRIPTION *65 S. MAIN ST PARC # 32-03769*

THE CAMBRIDGE COMPANY - BRICKER'S

SEPTEMBER 26, 1997

Situated in the City of Hudson, County of Summit and State of Ohio being part of Original Lot 46 in the former Hudson Township and all of sublots 17 and 18 and part of subplot 19 in Chapman's Second Addition to Hudson (Plat Book 3, Pg. 16 of Summit County Record of Plats) and further described as follows:

Beginning at the northwesterly corner of Annadale at Hudson (Plat Book 56, Pg. 33-35) and being on the centerline of South Main Street (S.R. 91 - 66' R/W) and the westerly line of O.L. 46 (witness a capped iron bar found in a monument box at the southwesterly corner of O.L. 46 South 1460.52 feet from said corner and witness a capped iron bar found in a monument box at the northwesterly corner of O.L. 46 North 1460.29 feet from said corner);

Thence S 89° 51' 01" E 33.00 feet along the northerly line of said Annadale at Hudson to a drill hole set on the easterly right of way line of South Main Street;

Thence North 277.21 feet along the easterly right of way line of South Main Street to a point and the true place of beginning for the parcel herein described (witness a #5 iron bar found N 89° 51' 01" W 2.923 feet from said corner);

Thence North 244.28 feet along the easterly right of way line South Main Street to a capped iron bar set at the Grantor's northwesterly corner and a southwesterly corner of Conrail Railroad right of way;

Thence S 54° 18' 19" E 242.54 feet along the southerly right of way line of Conrail to a capped iron bar set at the Grantor's northeasterly corner and the northwesterly corner of a parcel of land conveyed to the Village of Hudson (D.V. 4956, Pg. 285);

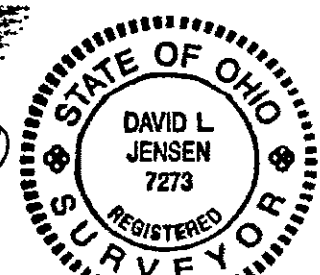
Thence South 103.28 feet to a the Grantor's southeasterly corner (witness a #5 iron bar found 0.220' north and 0.020 feet east of said corner);

Thence N 89° 51' 01" W 196.98 feet to the true place of beginning and containing 0.7858 acres of land as surveyed in September, 1997 by David L. Jensen, Registered Surveyor No. 7273.

The bearing North as indicated for the centerline of S. Main Street as shown on a survey of the substation by James N. Connor was used for the "Basis for Bearings"

Description approved by Tax Maps
Approval good for 30 days from

10-15-04 HU/360



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John A. Donofrio, Summit Fiscal Officer

EXHIBIT A - PG 3


KENNETH JENSEN & ASSOCIATES, INC.
ENGINEERS & SURVEYORS

 3543 DARROW ROAD
 STOW, OHIO 44224
 PHONE 330 - 688 - 6049
 FAX 330 - 688 - 6040

1997-2048

 LEGAL DESCRIPTION 85 S. MAIN ST PARC # 32-03772
 THE CAMBRIDGE COMPANY HU-00360-97-003

 SEPTEMBER 23, 1997
 Revised September 26, 1997

Situated in the City of Hudson, County of Summit and State of Ohio being part of Original Lot 46 in the former Hudson Township and all of sublots 17 and 18 and part of subplot 19 in Chapman's Second Addition to Hudson (Plat Book 3, Pg. 16 of Summit County Record of Plats) and further described as follows:

Beginning at the northwesterly corner of Annadale at Hudson (Plat Book 56, Pg. 33-35) and being on the centerline of South Main Street (S.R. 91 - 66' R/W) and the westerly line of O.L. 46 (witness a capped iron bar found in a monument box at the southwesterly corner of O.L. 46 South 1460.52 feet from said corner and witness a capped iron bar found in a monument box at the northwesterly corner of O.L. 46 North 1460.29 feet from said corner);

Thence S 89° 51' 01" E 33.00 feet along the northerly line of said Annadale at Hudson to a drill hole set on the easterly right of way line of South Main Street;

Thence North 90.52 feet along the easterly right of way line of South Main Street to a point and the true place of beginning for the parcel herein described (witness a capped iron bar set N 89° 51' 01" W 3.00 feet from said corner);

Thence North 186.69 feet along the easterly right of way line South Main Street to the northwesterly corner of subplot 17 and the southwesterly corner of subplot 16 in Chapman's Second Addition to Hudson (witness an iron bar found N 89° 51' 01" W 2.923 feet from said point);

Thence S 89° 51' 01" E 196.98 feet along the northerly line of said subplot 17 and the southerly line of subplot 16 to a point (witness a #5 iron bar found 0.220 feet south and 0.020 feet east of said point);

Thence South 186.69 feet to a capped iron bar set;

Thence N 89° 51' 01" W 196.98 feet to the true place of beginning and containing 0.8442 acres of land as surveyed in September, 1997 by David L. Jensen, Registered Surveyor No. 7273.

The bearing North as indicated for the centerline of S. Main Street as shown on a survey of the substation by James N. Connor was used for the "Basis for Bearings"

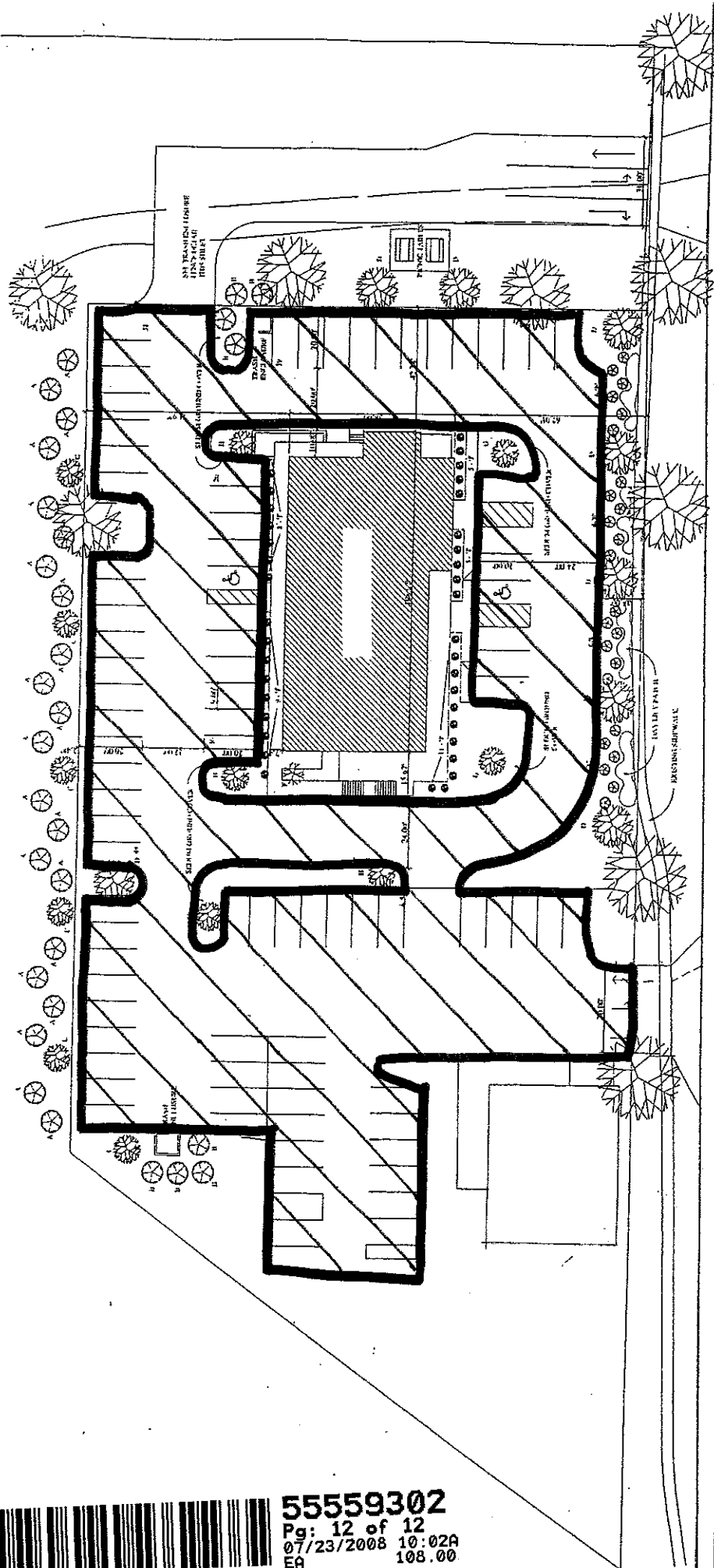
Description approved by Tax Maps
 Approval good for 30 days from
 7.23.08 *CJH* *HU/360*
TNN

Description approved by Tax Maps
 Approval good for 30 days from
MM HU-360 10-15-08


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 John A Donofrio, Summit Fiscal Officer

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 John A Donofrio, Summit Fiscal Officer

EXHIBIT B



85 S. MAIN STREET (S.R. 91 - 66' R/W)

THE
Cambridge Company
REAL ESTATE DEVELOPMENT & HOLDING COMPANY

220 N. Main Street
Hudson, OH 44236

330-653-9152
Fax 330-650-2833

Duane R. Hills

John A Donofrio, Summit Fiscal Officer

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