

**PERPETUAL UTILITY
EASEMENT AND MAINTENANCE AGREEMENT**

THIS PERPETUAL UTILITY EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”) is entered into as of the ____ day of February 2025, by and between **5698 Hudson LLC**, an Ohio limited liability company, whose tax mailing address is 9690 42nd Street STE J, Fargo, ND 58104 (“Grantor”) and **The City of Hudson, OHIO**, a municipal corporation, 1140 Terex Road, Hudson, Ohio 44236 (“Grantee”).

R E C I T A L S:

A. Grantor is the owner of certain land situated in the City of Hudson, Summit County, Ohio, described as Permanent Parcel No. 30-10399 (“Premises”); and

B. Grantor desires to grant Grantee a non-exclusive perpetual easement for inspection and maintenance of water line and electrical infrastructure, when needed, located on the Premises.

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

1. Grantor, for itself, its heirs, successors, legal representatives and assigns, and upon the terms and subject to the conditions of this Agreement, gives, grants and conveys unto Grantee, its successors, legal representatives and assigns, a perpetual non-exclusive easement and right-of-way upon, under and across the paved areas of the Premises upon at least forty-eight (48) hours advance notice to Grantor, except in the case of an emergency, in order to inspect, maintain, and operate the water line infrastructure to be located in the easement area depicted on the following exhibits:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT “A-1” AND THE MAP ATTACHED HERETO AS EXHIBIT “A-2” DEPICTING THE WATER LINE EASEMENT AREA, EACH OF WHICH ARE MADE A PART HEREOF AND INCORPORATED BY REFERENCE HEREIN.

2. Grantor, for itself, its heirs, successors, legal representatives and assigns, and upon the terms and subject to the conditions of this Agreement, gives, grants and conveys unto Grantee, its successors, legal representatives and assigns, a perpetual non-exclusive easement and right-of-way upon, under and across the paved areas of the Premises upon at least forty-eight (48) hours advance notice to Grantor, except in the case of an emergency, in order to inspect and maintain the electric infrastructure depicted on the following exhibit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "B-1", THE MAP ATTACHED HERETO AS EXHIBIT "B-2" DEPICTING THE UTILITY EASEMENT AREA AND THE SURVEY ATTACHED HERETO AS EXHIBIT "B-3" DEPICTING THE LOCATION OF THE UTILITY ROOMS, WHICH ARE MADE A PART HEREOF AND INCORPORATED BY REFERENCE HEREIN.

Permanent Parcel Number: 3010399

Alt ID Number: HU00003C3001000

3. Grantor may not, without the prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed, construct buildings, structures, improvements, landscaping or fences on, over or under the easement area.

4. In addition to the purposes described in Section 1 of this Agreement, Grantee shall have the right to sue the easement for any and all purposes that are consistent with the rights granted in this easement including, without limitation, the installation, construction, operation, inspection, maintenance, repair or replacement of the water lines or electrical infrastructure, including access to the easement area through the Premises.

5. Incorporated herein for the following purposes: inspecting and operating water and electric conduits that may be necessary or advisable in the judgment of Grantee in order to operate utilities and their appurtenances in accordance with the applicable federal, state and local laws, ordinances, regulations, rules, orders and government agency guidelines and for the management and protection of Grantee, provided that: (a) all such work is performed with due care and, once begun, is prosecuted diligently and uninterruptedly to completion, and (b) Grantee does not damage any buildings on adjacent premises, or unreasonably hinder or interfere with the business or activities of Grantor or anyone claiming title by, through, or under Grantor, or their invitees.

6. Grantee shall, at its expense, upon inspecting or operating said utilities, restore the surface of the easement and replace and repair any driveways, curbs, sidewalks, fences, landscaping, lawns and the like to substantially the same condition as existed before any such work was performed. Such restoration, repair and replacement shall be performed and completed as weather conditions reasonably permit.

7. Grantee agrees to obtain all permits, if any, required by applicable law, including those required in connection with the installation, inspection, repair, maintenance, replacement, construction and reconstruction of the utilities and its appurtenances. Permits will be obtained at Grantee's sole cost and expense.

8. Grantor warrants and represents that it has title in fee simple in and to the Premises. The easement granted herein is subject to all restrictions, conditions, reservations, limitations, covenants, rights of way and easements of record.

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

10. The easements herein granted and all covenants and agreements herein shall run with the land.

11. If requested by Grantee, Grantor will obtain from all persons or entities which have a lien, excluding Summit County with respect to real estate taxes and assessments, a written subordination of the lienholder's lien to the easement granted in this Agreement.

12. No amendments, modification, or supplement to this Agreement shall be effective unless the same is in writing, duly executed by the owner of the fee simple estate in and to the affected portions of the Premises, and recorded in the official real estate records of Summit County, Ohio.

13. This Agreement may not be assigned or transferred by Grantee. Any attempt to do so shall be null and void.

[Signature Pages Follow]

***Signature Page to
Utility Easement***

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

“Grantee”

CITY OF HUDSON, OHIO

By: _____
Thomas Sheridan, City Manager

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the City of Hudson, Ohio by Thomas Sheridan, its City Manager, who acknowledged that he did sign the foregoing instrument and that the same was her free act and deed as a City official and the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of February 2025.

Notary Public

Approved as to form:

Marshal Pitchford, City Solicitor

This Instrument Prepared By:

Philip R. Nichols, Esq.
Shayne Nichols, LLC
655 Metro Pl S Ste 365
Dublin, OH 43017

CONSENT AND SUBORDINATION

Sutton Bank, an Ohio chartered bank (“Mortgagee”) is the current holder of an Open-End Mortgage granted by 5698 Hudson LLC to Mortgagee on February 21, 2024 and recorded on February 27, 2024 as Instrument Number 56864955 in the records of the Summit County Recorder’s Office, (the “Mortgage”). Mortgagee hereby consents and subordinates the lien of its Mortgage to the foregoing Perpetual Utility Easement and Maintenance Agreement (the “Agreement”) to which this Consent and Subordination is attached. Mortgagee agrees that in the event of a foreclosure of the Mortgage, the Agreement shall survive such foreclosure and remain binding upon the subject real property and all subsequent owners thereof.

Sutton Bank

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 Sutton Bank, who acknowledged that he/she did sign the foregoing instrument of his/her own free will in my presence this ____ day of _____, 2025. This is an acknowledgment certificate – no oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

EXHIBIT A-1
Legal Description of Water Line Easement



CONSULTING. ENGINEERING. CONSTRUCTION.

File No. 23005307

Reference: DS File No. 10106

January 16, 2025

LEGAL DESCRIPTION

Water Line Easement

Situated in the City of Hudson, County of Summit and State of Ohio, and known as being part of Original Hudson Township Lot No. 15, further known as being a portion of those lands conveyed to 5698 Hudson LLC by deed recorded in Reception No. 56830183 of Summit County Records, said premises being more particularly bounded and described as follows:

Beginning at the intersection of the centerline of Terex Road, of variable width, and the centerline of Darrow Road (State Route 91); thence North 88 degrees 33 minutes 23 seconds West a distance of 776.96 feet along the centerline of Terex Road to a point of inflection therein, said point also being its intersection with the centerline of Hudson Drive, 60 feet wide; thence South 34 degrees 20 minutes 59 seconds West a distance of 143.66 feet along the centerline of said Hudson Drive to the most southerly corner of lands conveyed to the Board of County Commissioners of Summit County, Ohio by deed recorded in Volume 4437, Page 475 of Summit County Records; thence North 55 degrees 34 minutes 48 seconds West a distance of 95.47 feet along the southwesterly line of said Board of County Commissioners lands to the most westerly corner thereof, said point being located on the southerly line of lands conveyed to the Board of County Commissioners of Summit County, Ohio by deed recorded in Volume 4428, Page 168 of Summit County Records; thence South 89 degrees 18 minutes 31 seconds West a distance of 13.27 feet along the southerly line of said Board of County Commissioners lands to the PRINCIPAL PLACE OF BEGINNING of the premises herein described;

Course No. 1: Thence South 00 degrees 41 minutes 29 seconds East a distance of 132.95 feet to a point on the northwesterly line of the aforementioned Hudson Drive;

Course No. 2: Thence South 34 degrees 20 minutes 59 seconds West a distance of 34.84 feet along the northwesterly line of said Hudson Drive to a point;

Course No. 3: Thence South 89 degrees 19 minutes 10 seconds West a distance of 26.80 feet to a point;

Course No. 4: Thence North 00 degrees 40 minutes 50 seconds West a distance of 20.00 feet to a point;



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Course No. 5: Thence North 89 degrees 19 minutes 10 seconds East a distance of 26.80 feet to a point;

Course No. 6: Thence North 00 degrees 41 minutes 29 seconds West a distance of 141.48 feet to a point on the southerly line of the Board of County Commissioners lands by the aforementioned Volume 4428, Page 168;

Course No. 7: Thence North 89 degrees 18 minutes 31 seconds East a distance of 20.00 feet along the southerly line of said Board of County Commissioners lands to the Principal Place of Beginning containing 0.0799 acres or 3,480 square feet of land, as surveyed by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Atwell, LLC on January 16, 2025.

Bearings are referenced to Grid North of the Ohio State Plane Coordinate System North Zone, NAD 83 (2011) Datum.

EXHIBIT A-2
Survey of Water Line Easement

WATER LINE EASEMENT

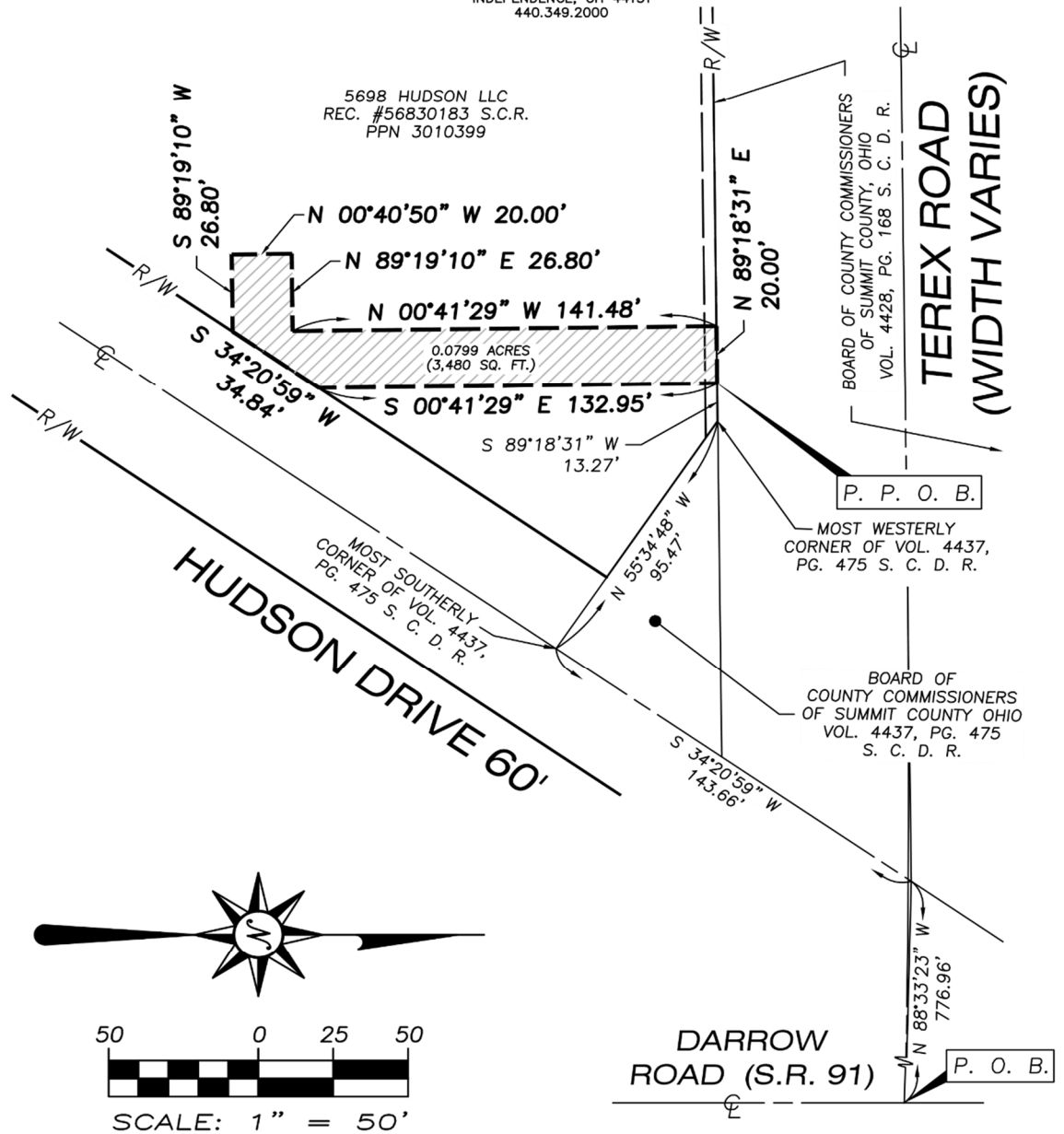


ATWELL

866.850.4200 www.atwell-group.com

7100 E. PLEASANT VALLEY RD., SUITE 220
INDEPENDENCE, OH 44131
440.349.2000

rawing File: K:\23005307\DWG\Base\Survey\23005307.dwg Jan 17, 2025 - 10:11am



JANUARY 16, 2025
FILE No. 23005307
REFERENCE: DS FILE No. 10106
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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT B-1
Legal Description of Electric Easement



CONSULTING. ENGINEERING. CONSTRUCTION.

File No. 23005307

Reference: 23001755, DS File No. 10106

January 16, 2025

LEGAL DESCRIPTION

Electric Easement

Situated in the City of Hudson, County of Summit and State of Ohio, and known as being part of Original Hudson Township Lot No. 15, further known as being a portion of those lands conveyed to 5698 Hudson LLC, an Ohio limited liability company, by deed recorded in Reception No. 56830183 of Summit County Records, said premises being more particularly bounded and described as follows:

Beginning at the intersection of the centerline of Terex Road, of variable width, and the centerline of Darrow Road (State Route 91); thence North 88 degrees 33 minutes 23 seconds West a distance of 776.96 feet along the centerline of Terex Road to a point of inflection therein, said point also being its intersection with the centerline of Hudson Drive, 60 feet wide; thence South 34 degrees 20 minutes 59 seconds West a distance of 143.66 feet along the centerline of said Hudson Drive to the most southerly corner of lands conveyed to the Board of County Commissioners of Summit County, Ohio by deed recorded in Volume 4437, Page 475 of Summit County Records; thence North 55 degrees 34 minutes 48 seconds West a distance of 95.47 feet along the southwesterly line of said Board of County Commissioners lands to the most westerly corner thereof, said point being located on the southerly line of Terex Road, of variable width, also being the southerly line of lands conveyed to the Board of County Commissioners of Summit County, Ohio by deed recorded in Volume 4428, Page 168 of Summit County Records; thence South 89 degrees 18 minutes 31 seconds West a distance of 187.85 feet along the southerly line of said Terex Road, also being the southerly line of said Board of County Commissioners lands to the PRINCIPAL PLACE OF BEGINNING of the premises herein described;

Course No. 1: Thence South 65 degrees 16 minutes 55 seconds West a distance of 103.15 feet to a northwesterly corner of a proposed or as-constructed condominium building;

Course No. 2: Thence along the westerly face of said proposed or as-constructed condominium building, and along its southerly prolongation, South 00 degrees 41 minutes 12 seconds East a distance of 65.08 feet to a point;

Course No. 3: Thence South 47 degrees 18 minutes 40 seconds West a distance of 71.91 feet to a point on the northerly prolongation of the westerly face of a proposed or as-constructed condominium building;

Course No. 4: Thence along said northerly prolongation and along the westerly face of said proposed or as-constructed condominium building, South 00 degrees 41 minutes 27 seconds East a distance of 65.00 feet to the southwesterly corner thereof;

Course No. 5: Thence South 89 degrees 02 minutes 56 seconds West a distance of 20.00 feet to the southeasterly corner of a proposed or as-constructed condominium building;



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Course No. 6: Thence along the easterly face of said proposed or as-constructed condominium building and along its northerly prolongation, North 00 degrees 41 minutes 27 seconds West a distance of 73.99 feet to a point;

Course No. 7: Thence North 47 degrees 18 minutes 40 seconds East a distance of 69.72 feet to a point on the southerly prolongation of the easterly face of an existing condominium building;

Course No. 8: Thence along said southerly prolongation, along the easterly face of said existing condominium building, and along the northerly prolongation thereof, North 00 degrees 41 minutes 12 seconds West a distance of 57.80 feet to a point;

Course No. 9: Thence North 65 degrees 16 minutes 55 seconds East a distance of 102.75 feet to a point on the southerly line of the aforementioned Terex Road, also being the southerly line of the Board of County Commissioners lands by the aforementioned Volume 4428, Page 168;

Course No. 10: Thence North 89 degrees 18 minutes 31 seconds East a distance of 21.99 feet along the southerly line of said Terex Road, also being the southerly line of said Board of County Commissioners lands, to the Principal Place of Beginning containing 0.1161 acres or 5,057 square feet of land, as surveyed by David M. Harmath, Professional Land Surveyor No. 7886 of Atwell, LLC on January 16, 2025.

Bearings are referenced to Grid North of the Ohio State Plane Coordinate System North Zone, NAD 83 (2011) Datum.

Exhibit B-2
Map of Electric Easement Area

ELECTRIC EASEMENT

ELECTRIC EASEMENT



866.850.4200 www.atwell-group.com

7100 E. PLEASANT VALLEY RD., SUITE 220
INDEPENDENCE, OH 44131
440.349.2000

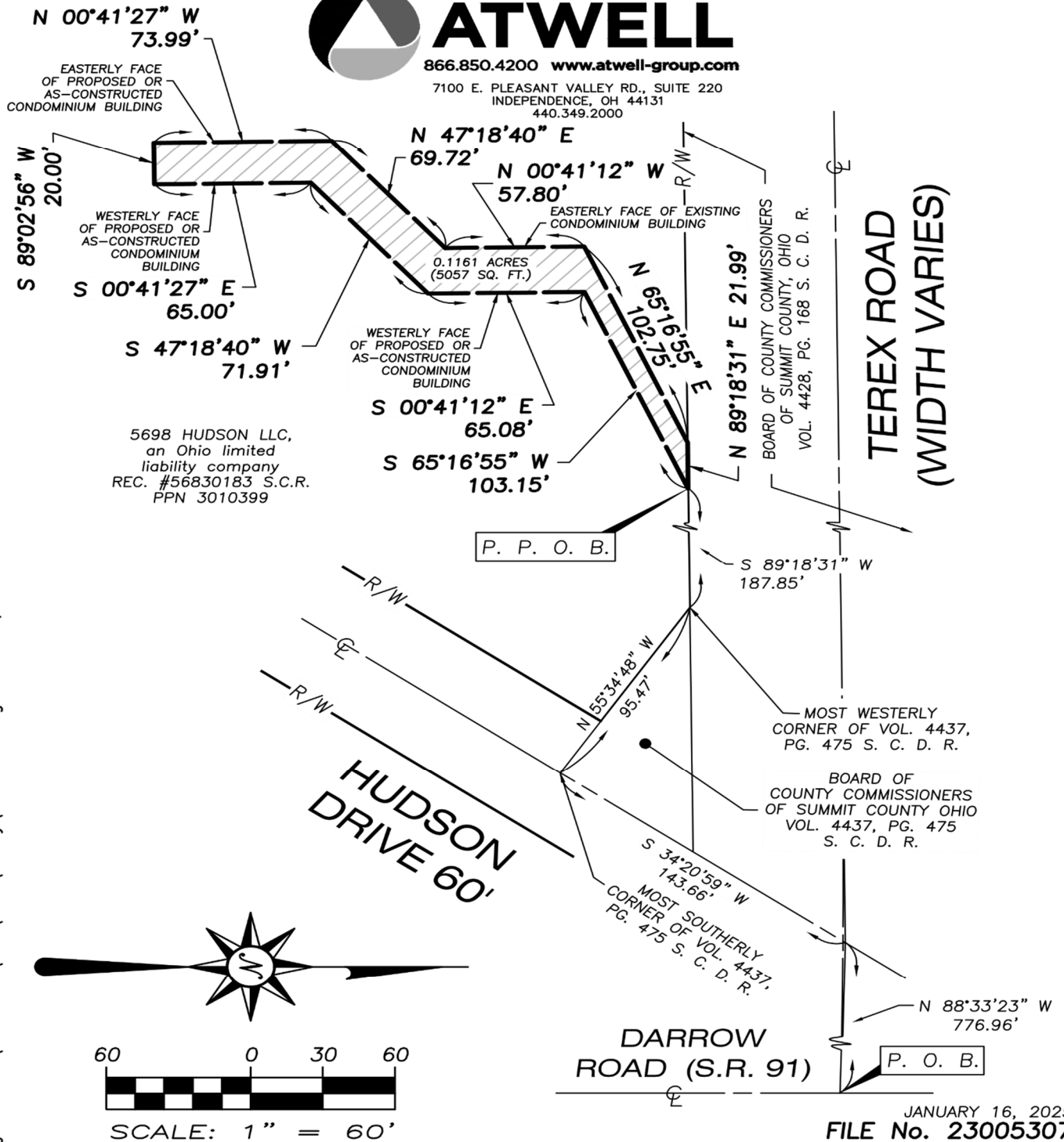


Exhibit B-3
Survey showing location of Utility Rooms

