



COMMUNITY DEVELOPMENT • 115 Executive Parkway, Suite 400 • Hudson, Ohio 44236 • (330) 342-1790

DATE: September 9, 2015

TO: City of Hudson Planning Commission for September 14, 2015 Meeting

FROM: Greg Hannan, City Planner  
Mark Richardson, Community Development Director

SUBJECT: Final Plat of Seasons Greene Eco-Industrial Park Subdivision

ZONING: District 8: Industrial/Business Park

PC Case No: 2015-22

### **Project Introduction**

John A Shusta and Associates, Inc. has applied for approval of the Final Plat for the Seasons Greene Eco-Industrial Park Subdivision. The Final Plat involves the establishment of the Patriots Way right of way, a public street extending 1200 feet northward from Seasons Road, and the establishment of four sublots. The preliminary subdivision plan was approved on January 10, 2011 per case 2010-05. The improvement plan authorization was approved by Planning Commission on February 28, 2001 per case 2011-08. The 134.4 acre subdivision is located north of Seasons Road, approximately equal distant between Hudson Drive and Sullivan Road.

Proposed Sublot	Proposed Area (acres)	Current Parcel
Sublot 1	32.2	Northern portion of parcels 3100011 and 3100049 owned by Seasons Road Industrial Property LLC and developed as Specialty Metals Processing Inc.
Sublot 2	73.2	Part of parcel #3100308 owned by John A Shusta
Sublot 3	24.43	Part of parcels 3009908 and 3100308 owned by John A Shusta
Sublot 4	2.1	Part of parcel #3100308 owned by John A Shusta

**Adjacent Development:** The property is located within District 8 – Industrial/Business Park, which surrounds the property except at the northwest corner and to the south. District 2 – Rural Residential Conservation is to the north and industrially zoned land in the City of Stow is to the south. Parcels north of Specialty Metals are in a conservation area owned by the Western Reserve Land Conservancy. A contractor owns land to the north between the conservation area and the railroad tracks with access from Patriots Way through subplot 2. East of the subdivision is the rail corridor, vacant land, and the City of Hudson electrical substation. To the



west of the subdivision is large lot residential development fronting Seasons Road, within District 8.

The following information is attached to this report:

1. Final Plat for Seasons Greene Eco-Industrial Park, prepared by Dempsey Survey Company, received August 14, 2015.
2. Planning Commission decision for the preliminary subdivision plan approved on January 10, 2011 per case 2010-05.
3. Planning Commission decision for the improvement plan authorization approved by Planning Commission on February 28, 2011 per case 2011-08.
4. Letter from John A Shusta, received August 24, 2015 requesting a waiver from the sidewalk requirements per Section 1205.09 of the Land Development Code.
5. Preliminary review comments of the submittal, prepared by City Planner Greg Hannan, dated August 27, 2015.
6. Preliminary review comments from Asst City Solicitor Aimee Lane, dated September 8, 2015.
7. Draft Declaration of Covenants for the Seasons Greene Eco-Industrial Park Subdivision, received September 8, 2015.
8. Aerial photograph of the vicinity showing the natural features and adjacent development.

### **Chapter 1205 – District Regulations**

Dimensional Requirements: The proposed lot area and minimum setbacks are acceptable.

Sidewalks: Sidewalks are required on one side of a public street within District 8. The applicant initially proposed a public sidewalk along Patriots Way as part of the improvement plan approvals; however, has requested a waiver to the requirement as part of this application.

Ordinance 15 - 33, "An Ordinance Amending Chapter 1205, "Zoning Districts" and Chapter 1207, "Zoning Development and Site Plan Standards", of the Land Development Code to Provide for Funds-in-Lieu of the Construction of Public Sidewalks and Other Pedestrian and Non-Vehicular Pedestrian Systems" is still under consideration by Council. Final action is expected on September 15. During recent discussions, Council has been weighing whether or not to remove Planning Commission's ability to waive sidewalk requirements in Districts 6 and 8. There is a chance that this ability will be removed from the Land Development Code. Should waivers to sidewalk requirements no longer be possible, an applicant's recourse would be to seek a variance from the Board of Zoning and Building Appeals or appeal Planning Commission's action to Council.

As of the September 14 PC meeting PC may waive sidewalk requirements, but according to Section 1205.11(e)(9)(iv) "based (only) upon site specific circumstances including but not limited to topography, storm water management, and effect on utility systems". PC should weigh the applicant's request for a waiver against these criteria and decide on granting a waiver accordingly.



## **Chapter 1208 – Subdivision Design and Improvement/Dedication Standards**

Side Lot Lines: Side lot lines shall normally be at right angles to the street or radial to curved streets. The shared property line of sublots 2 and 4 must be revised to be a radial from the center of the cul de sac.

### Easements:

Rail access: A rail spur is anticipated to be constructed in the future for the benefit of users within the industrial park. The submitted plat document indicates the stormwater management easement dedicated to the city will be subject to the future spur easement; however, this text should be removed without an understanding of the location and terms of the easement.

Access easement for Big Dirt LLC: The submitted final plat document proposes a revised access easement for Big Dirt LLC, the property owner to the north, to access parcels #3000066 and #3100104. The current easement was established in 1987 and should be revised to express the revised location and terms.

Access Easement for Sublot 1: the access easement providing Sublot 1 access to Patriots Parkway through Sublot 2 is labeled on the plat; however, an expanded description should be incorporated on the cover sheet describing the nature and function of the easement.

Signage: A ground sign for the development has been proposed for Sublot 3. Staff suggests an easement be established to acknowledge the sign area and benefit to the sublots of the subdivision.

Improvement guarantees: As part of the Planning Commission approvals per Case 2010-05 (Preliminary Plat) and 2011-08 (improvement plans) the applicant has proceeded with the installation of the improvements prior to submitting the final plat. The applicant is presently completing final punchlist items to allow city acceptance of the improvements. Planning Commission action on the Final Plat will require a condition indicating the plat may not be recorded until city acceptance of the improvements or a bond is submitted for any outstanding items.

## **Additional Comments**

Assistant City Solicitor Comments: Aimee Lane, Assistant City Solicitor, has reviewed this application and noted the following:

1. Declaration of Covenants: Declaration of covenants must be executed to address common area maintenance, stormwater management, and any development controls proposed. A draft Declaration of Covenants has been prepared by the City of Hudson Solicitors office and is under review by the applicant.
2. Storm Water Easement: The Assistant Solicitor has stated the storm water management easement description must be revised to appropriately reference the three property owners, the association and the City as described in the draft Declaration of Covenants.



**Findings: Section 1204.05(c) Final Subdivision Plat**

The staff finds that the application complies with the purposes and intent of the code and community plans, subdivision development and design standards, regulations that minimize land disturbance and protect environmental features, and other applicable development regulations as specified in Section 1204.05(c) except as discussed above and recommended below.

**Required PC Action, Chapter 1203.10(d)(2)(A)**

The PC shall take final action on a final subdivision application by reviewing the application and all submitted plans and reports, and then either approving, approving with conditions, or denying the application based on its compliance with the standards summarized in this report.

All decisions of the Commission shall be based on written findings of fact related to the relevant standards of the Code.

**Recommendation**

Approve the application for Final Plat of the Seasons Greene Eco-Industrial Park Subdivision for Case No. 2015-22, according to the final plat dated as received August 14, 2015 and the following conditions:

1. The shared property line of sublots 2 and 4 must be revised to be a radial from the center of the cul de sac.
2. The easements associated with the subdivision must be revised per the following:
  - a. Rail Spur: The language regarding a future rail easement to run through the City of Hudson stormwater management easement rail easement must be removed.
  - b. Access Easement for Sublot 1: the access easement providing Sublot 1 access to Patriots Parkway through Sublot 2 must contain an expanded description on the cover sheet describing the nature and function of the easement.
  - c. Signage: An easement must be established to acknowledge the ground sign area and benefit to the sublots of the subdivision.
3. Declaration of covenants must be prepared to address common area maintenance, stormwater management, and any development controls proposed.
4. Revise the stormwater management easement description as requested in Asst. City Solicitor Aimee Lane's comments of September 8, 2015.
5. The plat may not be recorded until city acceptance of the improvements or a bond is established for any outstanding items.
6. The plat request is subject to the review and acceptance of City Engineer Thom Sheridan.



**CITY OF HUDSON  
PLANNING  
COMMISSION**

**CASE NO. 2010-005  
PRELIMINARY SUBDIVISION PLAN  
SEASONS COMMERCE CENTER  
SEASONS ROAD  
DISTRICT 8**

**DECISION**

Based on the evidence and representations to the Commission by Greg Seifert, Geis Construction, 10020 Aurora Hudson Road, Streetsboro, Ohio 44241, as applicant, and John A. Shutsa and Associates, 1574 Main Street, Cuyahoga Falls, Ohio 44221, as property owner, affected property owners, consultants, City staff and other interested parties, at the Regular Meeting of the Planning Commission held on January 10, 2011, the Commission approves the application for Preliminary Subdivision Plan approval for Case No. 2010-005 for Seasons Commerce Center, an industrial subdivision to be located north of Seasons Road about half-way between Darrow Road and State Route 8, approximately one mile east of the new Seasons Road interchange, according to plans dated as received November 15, 2010, with the condition that the applicant must address the following points as the final plat and improvement plans are developed:

1. Final improvement plans must show how construction limits will be identified in the field and how trees to be saved will be protected.
2. The 100-foot wetland setback line must be added to the plan.
3. Planning Commission finds that the proposed wetland setback disturbances are acceptable for the reasons stated in Mr. Seifert's letter dated December 8, 2010 and modifies the wetland setback accordingly.
4. Recommended traffic improvements must be shown on the improvement plans to be submitted with final plans.

**Dated: January 10, 2011**

**CITY OF HUDSON  
PLANNING COMMISSION**

By   
**Jennifer K. Barone, Chair**



**CITY OF HUDSON  
PLANNING  
COMMISSION**

**CASE NO. 2011-08  
IMPROVEMENT PLAN AUTHORIZATION  
SEASONS COMMERCE CENTER  
SEASONS ROAD  
DISTRICT 8**

**DECISION**


Based on the evidence and representations to the Commission by Greg Seifert, Geis Construction, 10020 Aurora Hudson Road, Streetsboro, Ohio 44241, as applicant, and John A. Shutsa and Associates, 1574 Main Street, Cuyahoga Falls, Ohio 44221, as property owner, affected property owners, consultants, City staff and other interested parties, at the Regular Meeting of the Planning Commission held on February 28, 2011, the Commission unanimously approves the Subdivision Improvement Plans and authorizes the Chair of the Planning Commission to sign the Improvement Authorization Agreement for Case No. 2011-08 for Seasons Commerce Center, a 2-lot industrial subdivision to be located north of Seasons Road about half-way between Darrow Road and State Route 8, approximately one mile east of the new Seasons Road interchange, according to plans dated as received January 31, 2011 with the following conditions.

1. Plans must be submitted at a scale that the limits of construction, limits of clearing, wetlands, silt fence, and other lines in close proximity can be differentiated from one another. Staff may adjust these lines as necessary to enhance the protection of wetlands and trees to be preserved.
2. Street trees shall meet the approval of the City Arborist.
3. Plans must be revised to specify the native plants that will be used in and around the water quality basin.
4. A storm water management agreement must be executed among the property owners and the City to insure the maintenance of the water quality basin.
5. The City Engineer must approve the project details before the installation of improvements will be authorized.
6. The installation of improvements may not commence until an Improvement Authorization Agreement is executed and all applicable terms have been satisfied.
7. Construction shall not be authorized until the City is in receipt of correspondence or other evidence that modification to wetlands and adjacent areas are approved by the appropriate governmental authorities or that no approval is required.
8. The sidewalks should be extended along and around the circumference of the cul-de-sac and provide a crosswalk designed to be consistent with City engineering standards.
9. No clearing, grading or construction of any kind shall commence prior to the issuance of a Zoning Certificate.

**Dated: February 28, 2011**

**CITY OF HUDSON  
PLANNING COMMISSION**

By

  
**Jennifer K. Barone, Chair**



John A Shutsa and Associates, Inc.  
1574 Main Street  
Cuyahoga Falls, Ohio 44221  
330.923.2277

Mr. Mark Richardson  
Community Development Director  
City of Hudson  
115 Executive Parkway  
Hudson, Ohio 44236

Re: Request for exemption from the requirement to install sidewalks  
Seasons Greene Eco-Industrial Park Final Plat Application

Dear Mr. Richardson,

We respectfully request that we be exempted from the requirements of Hudson Development Code section 1207.13(d) *Pedestrian and Bicycle Paths*, specifically subsection (d)(1) which provides that "To the maximum extent feasible, all residential, commercial, and industrial subdivisions shall provide pedestrian linkages, including bikeways, to existing trail system, parks, schools, adjacent developments, and to the Village Core where applicable" and Section 1205.11(e)(9) *Pedestrian Amenities/Linkages* specifically subsection (A)(i) which provides that "Sidewalks or paved paths at least five (5) feet wide shall be provided on one side of an abutting public street, except on Darrow Road where they shall be provided on both sides of the street."

Patriot Parkway, the only roadway (currently undedicated) in the Seasons Greene Eco-Industrial Park (the "Park") connects to Seasons Road. There currently exist no pedestrian or bicycle paths along Seasons Road immediately adjacent to the Park. Code Section 1205.11(e)(9)(C) provides that "The Planning Commission, based upon site specific circumstances including but not limited to, topography, storm water management, and effect on utility systems may waive these requirements." We respectfully request such a waiver so as to not create a sidewalk to nowhere.

We appreciate your consideration of this request.

Respectfully,

John A. Shutsa  
President

Cc: Greg Hannan





— O H I O —  
**HUDSON**

COMMUNITY DEVELOPMENT • 115 Executive Parkway, Suite 400 • Hudson, Ohio 44236 • (330) 342-1790

August 27, 2015

Jeffery Greene  
Greene Advisory Services

Mr. Greene-

Thank you for your submission of the Final Subdivision Plat for the Seasons Greene Eco-Industrial Park. As previously discussed we are anticipating placing this on the Planning Commission (PC) agenda for the September 14, 2015 meeting. In preparation for such, I am forwarding preliminary comments related to compliance with the Land Development Code (LDC). Our goal is to provide you an opportunity to review the below comments and submit any additional or revised information by September 3, 2015. We will revise the comments accordingly for the staff report scheduled to be issued on September 9, 2015. Additionally I am available to meet and review the comments and the review process at your convenience.

**Development Review Process:**

1. Planning Commission approval of the preliminary plan occurred on January 10, 2011 per case 2010-05.
2. Planning Commission approval of the Improvement Plans occurred on February 28, 2011 per case 2011-08.
3. The pending request is for Final Plat to establish the public right of way associated with Patriot Parkway, four sublots, and to vacate/establish numerous easements.
4. Improvement authorization agreement states applicant will complete the improvements prior to PC approval of final plat, or improvements may be completed after final plat provided financial guarantee is provided.
5. Applicant is completing final punchlist items at this time and will resolve the punchlist prior to recording of the plat or post a bond for any outstanding items.
6. Two year maintenance bond equal to 15% of the final construction cost is to be submitted at City acceptance of improvements.
7. City Council can consider a request to accept the improvements pending the City Engineer acceptance of improvements.



## **Submittal Requirements**

Below is a summary of additional information needed within the final plat submittals:

1. Submit copies of all protective covenants established on the applicable acreage or proposed as part of the subdivision.
2. The parcel boundary between parcels 3100104 and 3000066, both owned by Big Dirt LLC, is not depicted.

## **Chapter 1205 – District Regulations**

Minimum lot size      Required: 2 acres      Proposed: 2.06 to 73.2 acres

Setbacks (per 1207.06)

The plat documents appropriately depicts the 50 foot minimum front setback.

### **Pedestrian Amenities**

Required: Sidewalks are required abutting a public street. Planning Commission may waive the sidewalk requirement according to Section 1205.09(e)(11)(a)(iv) based upon site specific circumstances including but not limited to topography, storm water management, and the effect on utility systems.

Proposed: The applicant has submitted a request to waive the sidewalk requirement along Patriot Parkway.

## **Chapter 1208 – Subdivision Design and Improvement/Dedication Standards**

**Side Lot Lines:** Side lot lines shall normally be at right angles to the street or radial of curved streets. The shared property line of sublots 2 and 4 must be revised to be a radius from the center of the cul de sac.

**Access:** Every lot shall have access to a public street. Access has been adequately proposed for Sublot 1 with an access easement across Sublot 2 to Patriot Parkway.

### **Easements:**

**Rail access:** A rail spur is anticipated to be constructed in the future for the benefit of users within the industrial park. The applicant has stated an easement will be considered at a later date when the appropriate location is determined. The submitted plat document indicates the stormwater management easement dedicated to the city will be subject to the future spur easement; however, this text should be removed without an understanding of the location and terms of the spur easement.

**Stormwater Management:** A stormwater management easement has been proposed within subplot 2 to accommodate the basin installed to serve the development. A long term stormwater maintenance agreement was submitted in 2011.



Access easement for Big Dirt LLC: The submitted final plat document proposes a revised access easement for Big Dirt LLC to access parcels #3000066 and #3100104.

Access Easement for Sublot 1: the access easement providing Sublot 1 access to Patriots Parkway through Sublot 2 is labeled on the plat; however, an expanded description should be incorporated on the cover sheet describing the nature and function of the easement.

Signage: A ground sign for the development has been proposed for Sublot 3. Staff suggests an easement be established to acknowledge the sign area and benefit to the sublots of the subdivision.

Declaration of covenants: Declaration of covenants must be prepared to address common area maintenance, stormwater management, and any development controls proposed. The City of Hudson Solicitors office is drafting for review.

Improvement guarantees: As part of the Planning Commission approvals per Case 2010-05 (Preliminary Plat) and 2011-08 (improvement plans) the applicant has proceeded with the installation of the improvements prior to submitting the final plat. The applicant is presently completing final punchlist items to allow completion of the improvements. Planning Commission action on the Final Plat will require a condition indicating the plat may not be recorded until city acceptance of the improvements or a bond is submitted for any outstanding items.

Thanks you for the significant investment in the community and please contact me for any assistance I can provide.

Sincerely,



Gregory P. Hannan, AICP  
City Planner

CC: Mark Richardson, Community Development Director  
Thom Sheridan, City Engineer



## Hannan, Greg

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**From:** Aimee W. Lane <alane@walterhav.com>  
**Sent:** Tuesday, September 08, 2015 12:08 PM  
**To:** Hannan, Greg  
**Cc:** Hunt, Todd  
**Subject:** Seasons' Greene

The Declaration speaks to the fact that the 3 property owners, who are defined as the "Declarant" in the Declaration of Protective Covenants, have granted a storm water easement to themselves, the Association and the City for access for maintenance purposes. Therefore, I have the following suggested revision to the description of the grant of stormwater management easement on the cover page of the plat.

"John A. Shuttsa, and John A. Shuttsa and Associates, owners of the land embraced within this plat, do hereby grant unto themselves and Seasons Road Industrial Park, LLC, who collectively are the Declarant in the Declaration of Protective Covenants recorded at Summit County Record Number \_\_\_\_\_, the Seasons Greene Eco-Industrial Park Property Owners Association, and the City of Hudson a permanent, non-exclusive easement, in, under, over and across the stormwater management easement as shown herein, including the right, but as to the City of Hudson only not the obligation, to enter onto the same, for maintenance, repair, and operation of the stormwater management...."

Aimee

**Aimee W. Lane**  
Attorney

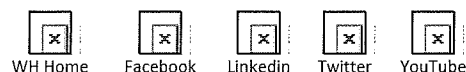


Walter|Haverfield LLP  
The Tower at Erieview  
1301 East 9th Street, Ste 3500  
Cleveland, Ohio 44114-1821

Direct Line: (216) 928-2985  
Direct Fax : (216) 916-2337  
Office: (216) 781-1212  
Mobile: (440) 759-7977

Email: [alane@walterhav.com](mailto:alane@walterhav.com)

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## DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS (this "Declaration"), is made as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by JOHN A. SHUTSA, a natural person, JOHN A. SHUTSA AND ASSOCIATES INC., an Ohio corporation, and SEASONS ROAD INDUSTRIAL PROPERTY, LLC an Ohio limited liability company (collectively, the "Declarant").

### WITNESSETH:

WHEREAS, Seasons Road Industrial Property, LLC is the fee simple title owner of the tract of real property described as "Sublot 1" on Exhibit A attached hereto and made a part hereof situated in the City of Hudson, County of Summit and State of Ohio, be the same, more or less, but subject to all legal highways;

WHEREAS, John A. Shutsa and John A. Shutsa and Associates, Inc. are the fee simple title owners of the tracts of real property described as "Sublot 2", "Sublot 3", and "Sublot 4" on Exhibit A attached hereto and made a part hereof, situated in the City of Hudson, County of Summit and State of Ohio, be the same, more or less, but subject to all legal highways;

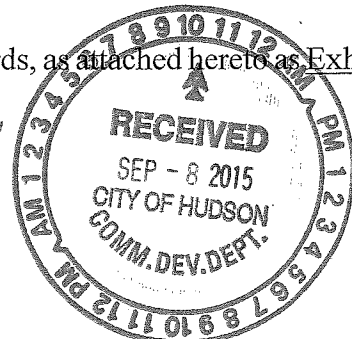
WHEREAS, Seasons Road Industrial Property, LLC, John A. Shutsa, and John A. Shutsa and Associates, Inc. (collectively referred to herein as the "Declarant") wish to collaborate in developing a corporate industrial park to be known as the "Seasons Greene Eco-Industrial Park" (referred to herein as the "Park"), consisting of the aforementioned Sublots and as more fully described in the next paragraph;

WHEREAS, Declarant has recorded a certain Subdivision Plat for the Park as Document No.

\_\_\_\_\_ of the Summit County, Ohio Records, as attached hereto as Exhibit

A and made a part hereof;

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WHEREAS, in order to ensure fairness and uniformity of the development of the Park as a corporate industrial park, the Declarant wishes to impose certain restrictions and conditions upon the real property located within the Park, as set forth herein.

NOW, THEREFORE, Declarant, for themselves and their successors and assigns, hereby enter into this Declaration to impose and create the restrictions and conditions set forth below.

1. Definitions. The following words when used in this Declaration shall have the following meanings:

(a) The term "Association" shall mean the Seasons Greene Eco-Industrial Park Owners Association, an Ohio nonprofit corporation, the members of which consist of one of the Owners of each of Lot in the Park.

(b) The term "Code" shall mean the Codified Ordinances of the City of Hudson, Summit County, Ohio, including the Hudson Land Development Code, as the same may be amended from time to time.

(c) The term "Common Areas" shall mean (i) the easement areas for all storm water detention basins and also include all facilities for conveyance of storm water and access ways to the storm water facilities as they are identified on the Subdivision Plat as "Stormwater Management, Water Main & Non-Exclusive Access Easement" and "Storm Sewer Easement" and (ii) the easement area for the Park identification sign and appurtenant landscaping as identified on the Subdivision Plat.

(d) The term "Declaration" shall mean this instrument as the same from time to time may be amended as hereinafter provided.



(e) The term "Lot" shall mean any individual parcel comprising part of the Park, as such parcel may be subdivided and/or combined from time to time.

(f) The term "Owner" shall mean and refer to the record owner, whether one or more persons, partnerships, limited liability companies, corporations, or associations, of the fee simple title to any Lot situated within the Park.

(g) The term "Park" shall mean the "Seasons Greene Eco-Industrial Park" consisting of the real property described as "Sublot 1", "Sublot 2", "Sublot 3", and "Sublot 4" on the Subdivision Plat.

(h) The term "Sign Facilities" shall mean the signs and other indicators servicing the Park, installed by the Developer or the Association.

(i) The term "Storm Water Facilities" shall mean the storm water management basin and appurtenant structures or facilities servicing the Park and channels, waterways or drainage facilities associated therewith. Storm Water Facilities shall not include any storm management basin, appurtenant structures thereto and drainage facilities associated therewith which only service the Lot upon which they are located.

(j) The term "Storm Water Facilities Usage Acreage" shall mean, for each Lot, the number of acres, rounded to the nearest one hundredth of an acre, that utilize the Storm Water Facilities for the collection, retention and/or detention, and dispersal of storm water from that land.

(k) The term "Subdivision Plat" shall mean that certain Plat for the Park recorded as Document No. \_\_\_\_\_ of the Summit County, Ohio Records, a copy of which is attached hereto as Exhibit B.



2. Maintenance of Lots. The Owner of each Lot shall maintain (and require any tenant or other person in possession thereof to maintain) the exterior of every building or other structure, the landscaping, and all walks, driveways and parking areas, and other appurtenances, in good condition and repair, and free from the accumulation of rubbish, debris or other waste materials. All trash containers shall be screened from view by either a masonry or a board-on-board enclosure in a clean and sanitary condition, and in compliance with the Code.

Prior to construction on a Lot, each Owner shall keep such Owner's Lot free of rubbish, debris, refuse and any other unsightly condition.

3. Outdoor Storage. No outdoor storage of vehicles or equipment is allowed unless the City of Hudson gives explicit written approval for rear yard storage only. No outdoor storage is permitted on any Lot unless such storage is located in the rear of the building and is completely screened from the street and from all adjoining Lots. Notwithstanding the provisions of the first sentence of this Section 3, (a) consistent with the Code, tanks can be located in the side or rear yard with substantial screening and must be properly painted and maintained, and (b) consistent with the Code, trucks or other motor vehicles used in the operation of the business may be parked behind the building if in good working order and repair.

4. Association. Certain matters relating to the Park shall be governed by the Association:

(a) Formation. Declarant has caused the Association to be incorporated as an Ohio nonprofit corporation prior to the first Lot being sold to a third party.

(b) Membership. The Owners of each Lot shall be entitled to membership in the Association and but shall have the collective right to only one (1) vote per Lot with respect to



those matters as to which members shall be entitled to vote under the provisions of the Association's Code of Regulations.

(c) Governance. The Association shall be governed by a Board of Directors consisting of either three (3) members or five (5) members. Initially, the number of Directors shall be three (3) and shall be designated by the Declarant. Following sale of eighty percent (80%) of the Developable Acreage of the Park, the Association shall be governed by a Board of Directors chosen by the members of the Association which members shall consist of one Owner of each Lot in the Park. Election of successor Directors and the formation of a Board of Directors shall be as provided in the Articles of Incorporation of the Association or the Code of Regulations of the Association.

(d) Power and Duties of the Board of Directors. The Board of Directors shall have the following powers and duties:

(i) To maintain or cause to be maintained, the Common Areas, in accordance with standards promulgated by the Board of Directors, and as set forth in the Plat, and as stated herein:

(ii) To enforce, either in the name of the Association, or in the name of any Owner, the protective covenants; provided however, that this right of enforcement shall not be construed to impose an affirmative duty upon the Association or the Declarant to enforce the protective covenants upon the demand of any grantee or its privies; and provided further that this right of enforcement shall not serve to prevent such amendments or modifications of these protective covenants being made by the parties having the right to make such amendments or



modifications, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such right of assignment exists.

(iii) To make special assessments against and/or periodic dues to be paid by each Owner as provided in this Declaration and the Association's Code of Regulations.

5. Dues, Special Assessments and Enforcement. The Board of Directors shall have the right to impose any periodic dues and special assessments which the Board deems necessary or appropriate to enforce these protective covenants and to employ attorneys, accountants, agents, or servants pursuant to the Code of Regulations of the Association. Subject to the limitation contained in Section 6(e) hereof, the Declarant hereby covenants, and the Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay any such all dues and special assessments imposed upon the Owner's Lot as herein provided. The dues and special assessments, together with late charges and attorney's fees as necessary for collection, shall be a charge on and continuing lien upon the Lot against which each such dues and special assessment are made. Each such dues or special assessment, together with late charges and reasonable attorney's fees, shall also be the personal obligation of the person(s) who is the Owner of the Lot at the time that the dues or special assessment is due and payable. The amounts assessed against an Owner who violates the protective covenants or maintenance standards shall be used by the Board, or any person or entity designated by the Board for such purpose, to correct such violation. The Declarant hereby grants and the Owner of each Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to grant, an easement to the Board or its nominee, for the purpose of entering such Owner's Lot to correct any violations of the protective



covenants or maintenance standards. A late charge shall be added to any dues or special assessment not paid within thirty (30) days of notice to the Owner of such dues or special assessment, calculated from the date of such notice, to the date of payment at an annual interest rate of either (i) eighteen percent (18%) or (ii) the maximum rate permitted by applicable law, whichever is less. The Association may, at the discretion of the Board, bring an action at law against the Owner personally obligated to pay any dues or special assessment or may foreclose a lien against such Owner's property. The lien for dues or special assessments of the Association shall be subordinate to the lien of any first mortgage to an independent third party. Sale or transfer of any Lot shall require the payment of all unsatisfied liens. The Association's lien shall become effective only upon the filing of such notice of the lien for dues or special assessments with the land records of the Summit County, Ohio, Fiscal Office specifying the Lot encumbered, amount of lien, and name of the Owner.

6. Storm Water Facilities. It is hereby acknowledged, understood and agreed that the land identified on the Plat as the "Stormwater Management, Water Main & Non-Exclusive Access Easement" and "Storm Sewer Easement" shall be subject to the following covenants and restrictions:

- (a) The land identified above shall be used only for the uses set forth in this Declaration;
- (b) The Declarant shall construct the initial proposed Storm Water Facilities in the areas identified on the Plat in accordance with applicable government specifications. The Association, and the Declarant until such time as the Association is formed, shall be responsible for the maintenance, repair, and replacement of the Storm Water Facilities, as



hereafter provided. The Association and the Declarant shall have an easement over the Lots upon which they are located for ingress and egress (“access”) to maintain such areas for their intended purposes;

- (c) Area on the Plat marked “Stormwater Management, Water Main & Non-Exclusive Access Easement” shall be maintained as areas for collection, retention and/or detention, and dispersal of storm water from Patriot Parkway, the public road within the Park, and from some or all of the Lots in the Park. No one shall change the grade of this area or interfere with its use as storm water collection, retention and/or detention and dispersal area without the written approval of the City of Hudson.
- (d) An access easement was conveyed pursuant to the Plat by the Declarant to itself, the Association, and to the City of Hudson. The access easement shall be for the purpose of enabling the Association to carry out the maintenance and upkeep of the Storm Water Facilities, or if necessary, for the City of Hudson to cause such maintenance and upkeep to be done pursuant to this Declaration, but the City shall have no obligation to do so;
- (e) The Association shall perpetually maintain, at no cost to the City, the Storm Water Facilities, with the Owner of each Lot, its successors and assigns, responsible for its share of the maintenance cost (computed as described in Subparagraph (f) below);



- (f) The Association shall make special assessments against each Lot to pay for such maintenance of the Storm Water Facilities as follows:
- (i) It is estimated that \_\_\_ percent (\_\_\_%) of the total usage of the Storm Water Facilities is the result of storm water collection, retention and/or detention, and dispersal from Patriot Parkway. Because all Lots within the Park are benefited from vehicular access from Patriot Parkway, \_\_\_ percent (\_\_\_%) of the total maintenance costs of the Storm Water Facilities shall be divided by the number of Lots in the Park and each Lot shall be assessed an equal share.
- (ii) It is estimated that the remaining \_\_\_ percent (\_\_\_%) of the total usage of the Storm Water Facilities is the result of collection, retention and/or detention, and dispersal of storm water from the Lots within the Park. Thus, \_\_\_ percent (\_\_\_%) of the total maintenance cost of the Storm Water Facilities shall be allocated and assessed against all Lots in the Park in the same proportion as each Lot's Storm Water Facility Usage Acreage bears to the sum of the Storm Water Facility Usage Acreage of all Lots in the Park.
- (g) In the event the Association fails or neglects, for any reason, to maintain, repair and/or replace the Storm Water Facilities, then the City of Hudson, with notice to the Association, shall have the right, but not the obligation, to enter into the Storm Water Facilities area, pursuant to easement(s) granted by the Declarant, and perform such necessary maintenance, repairs



and/or replacements. In the event that the City of Hudson maintains, repairs and/or replaces any portion of the Storm Water Facilities, any and all costs related to such work shall be promptly paid by the Association upon remittance of an invoice to said Association by the City. In the event the Association fails to pay the invoice within thirty (30) days of submission by the City, then this amount shall become, upon certification by the City of Hudson, a lien placed upon each Lot in the amount of each Lot's proportionate share, as calculated according to Subparagraph (f) above, of the entire amount advanced by the City of Hudson. Prior to the City of Hudson performing any work on the Storm Water Facilities, the City shall give thirty (30) days written notice to the Association to perform such maintenance, repair and/or replacement work within such thirty day period and upon request shall meet with the Board of Directors to specify the exact nature of the work to be performed and to establish an agreed upon time frame within which to complete the work if the work cannot be completed within the original thirty day period. There is placed upon the Association a mandatory duty to maintain, repair, and/or replace as may be necessary, the Storm Water Facilities, subject to the approval of the City of Hudson Engineer. Notwithstanding anything contained herein to the contrary, neither the Association nor the Owners shall have authority to waive or modify any of the restrictions contained in this Section 6(g).



7. Sign Facilities. It is hereby acknowledged, understood and agreed that the area identified on the Plat as the "Sign Easement" is for locating the proposed Sign Facilities and shall be subject to the following covenants and restrictions:

- (a) The land identified on the Plat as the Sign Easement shall be used only for the uses set forth in this Declaration;
- (b) The Declarant shall construct and install the proposed Sign Facilities in the area identified on the Plat as the "Sign Easement" in accordance with applicable City ordinances;
- (c) The Association shall be responsible for the perpetual maintenance, repair and replacement of the Sign Facilities and shall have an easement, as conveyed pursuant to the Plat by the Declarant to the Association, for access and to maintain, repair and replace the Sign Facilities for their intended purposes.
- (d) The Association shall have the sole discretion to impose periodic dues and/or special assessments upon or against each Lot to pay for such maintenance, repair or replacement of the Sign Facilities with each Lot being assessed an equal share. The Owner of each Lot, their successors and assigns, shall be responsible for its Lot's share of maintenance, repair



and replacement costs of the Sign Facilities, which when not timely paid by an Owner of a Lot shall be a lien against the applicable Lot.

8. 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 City of Hudson Land Development Code ("LDC") or other governmental regulations, but all land, buildings, and other structures in the Park 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, buildings, and structures, 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,



buildings and structures than those imposed by the covenants and restrictions set forth in this Declaration, then the LDC or other governmental regulations shall control.

(d) The Association may from time to time at any reasonable hour, inspect the exterior of any property subject to this Declaration to ascertain compliance therewith.

(e) Each Owner of a Lot by the acceptance of a deed or other instrument of conveyance, automatically thereby consents and approves of this Declaration and accepts the same subject to this Declaration. All restrictions, conditions, covenants, rights and powers created, granted or reserved by the terms of this Declaration shall be deemed to be covenants running with all lands within the Park.

(f) This Declaration may be amended only as follows:

(i) This Declaration may be amended for the purpose of adding real property to the Park and subjecting additional real property to the provisions of this Declaration by an instrument in writing signed by Declarant.

(ii) This Declaration may be amended for any reason by an instrument in writing signed by all the Owners of the Lots.

(iii) This Declaration may be amended at any time in order to (a) comply with any requirements of any federal, state or local government agency or instrumentality (as such regulations may be amended periodically), (b) cure any ambiguity, inconsistency or formal defect or omission in this Declaration, or (c) effect changes in the plat of the Park and/or effect any other changes not materially adverse to the interests of any Owner directly affected hereby. All Owners of the Lots must approve any amendments thus created.



(iv) This Declaration may be amended by Declarant at any time prior to sale of eighty percent (80%) of the Developable Acreage of the Park and each Owner constitutes Declarant as its attorney-in-fact, coupled with an interest, to sign any such amendment on behalf of an Owner as herein described.

Any such amendment is required to receive the prior written approval of the City of Hudson Solicitor. Any such amendment shall become effective from and after the filing with the Fiscal Officer of Summit County, Ohio, of an instrument stating the amendment and signed by Declarant or all Owners (as the case may be) with the formalities required by law for recording.

(v) Notwithstanding any provisions contained in these Declaration of Protective Covenants to the contrary, the Declarant and/or the Association shall have no authority to waive or modify any of the provisions contained in Paragraphs 6 and 7. Notwithstanding any provisions contained in this Declaration of Protective Covenants to the contrary, the provisions contained in this Paragraphs 6 and 7 shall remain in full force and effect for a period of One Hundred (100) years from the date of recording and shall automatically renew for like periods of time unless terminated after the initial term hereof, with the express written permission of the City of Hudson.

(g) 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.

(h) This Declaration and the covenants, restrictions and conditions set forth herein shall run with and bind all lands within the Park and all Owners for a term beginning with the date that this Declaration is recorded and expire one hundred (100) years thereafter. Thereafter, this Declaration shall be automatically extended for successive periods of five (5) years unless amended as provided herein.

(i) 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 and as such address appears on the records of the Summit County Fiscal Officer.

*[signature page to follow]*



IN WITNESS THEREOF, the Declarant has caused these presents to be executed before a  
Notary Public as follows:

JOHN A. SHUTSA, a natural person

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

Print Name: \_\_\_\_\_

JOHN A. SHUTSA AND ASSOCIATES INC.,  
an Ohio corporation

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

and

SEASONS ROAD INDUSTRIAL PROPERTY,  
LLC, an Ohio limited liability company

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



STATE OF OHIO                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said County and State, personally appeared JOHN A. SHUTSA, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said County and State, personally appeared JOHN A. SHUTSA AND ASSOCIATES INC., by \_\_\_\_\_, its Authorized Member, who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said corporation and his/her free act and deed individually and in the capacity indicated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public



STATE OF OHIO                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said County and State, personally appeared SEASONS ROAD INDUSTRIAL PROPERTY, LLC, by \_\_\_\_\_, its Authorized Member, who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said limited liability company and his/her free act and deed individually and in the capacity indicated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

This instrument prepared by:

Walter & Haverfield LLP  
1301 East 9<sup>th</sup> Street, Suite 3500  
Cleveland, Ohio 44114  
216-781-1212



**EXHIBIT A**  
**Description of Sublots 1, 2, 3, and 4**

DRAFT



**EXHIBIT B**

**Plat of Park**

DRAFT



City of Hudson, OH



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Map Scale  
1 inch = 660 feet  
9/4/2015



TAX MAP DEPARTMENT

# SEASONS GREENE ECO-INDUSTRIAL PARK

SITUATED IN THE CITY OF HUDSON, COUNTY OF SUMMIT, AND STATE OF OHIO, AND  
KNOWN AS BEING A PART OF ORIGINAL HUDSON TOWNSHIP LOT NUMBERS 3, 4, AND 14.

AUDITOR'S STAMP	RECORDER'S STAMP

## ACCEPTANCE, DEDICATION AND GRANT OF EASEMENTS

I, MICHAEL MINIEA, MANAGING MEMBER OF SEASONS ROAD INDUSTRIAL PROPERTY, LLC, AN OHIO LIMITED LIABILITY COMPANY, OWNER OF THE LAND EMBRACED WITHIN THIS PLAT, DO HEREBY ACCEPT THIS PLAT TO BE THE FREE ACT AND DEED OF SAID SEASONS ROAD INDUSTRIAL PROPERTY, LLC, AND DO HEREBY GRANT THE WATER MAIN EASEMENT TO THE CITY OF HUDSON AS SHOWN HEREON.

MICHAEL MINIEA, MANAGING MEMBER

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ SS:

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED SEASONS ROAD INDUSTRIAL PROPERTY, LLC, AN OHIO LIMITED LIABILITY COMPANY BY MICHAEL MINIEA, ITS MANAGING MEMBER, WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT, AND THAT THE SAME WAS HIS FREE ACT AND DEED INDIVIDUALLY AND IN SUCH CAPACITY, AND THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT \_\_\_\_\_, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC  
PRINT NAME: \_\_\_\_\_

## ACCEPTANCE, DEDICATION AND GRANT OF EASEMENTS

I, JOHN A. SHUTSA, PRESIDENT OF JOHN A. SHUTSA AND ASSOCIATES, OWNER OF THE LAND EMBRACED WITHIN THIS PLAT, DO HEREBY ACCEPT THIS PLAT TO BE THE FREE ACT AND DEED OF SAID JOHN A. SHUTSA AND ASSOCIATES AND DO HEREBY DEDICATE TO PUBLIC USE THAT PORTION OF LAND OWNED BY IT INCLUDED IN PATRIOT PARKWAY AND STORM SEWER, SANITARY FORCE MAIN AND UTILITY EASEMENTS SHOWN HEREON. I HEREBY ALSO GRANT THE FOLLOWING EASEMENTS: 1) A TEMPORARY ACCESS EASEMENT TO BIG DIRT, LLC; 2) A NON-EXCLUSIVE 62.61 FOOT WIDE ACCESS EASEMENT TO SEASONS ROAD INDUSTRIAL PROPERTY, LLC (SUBLOT 1); 3) A 60 FOOT WIDE UTILITY EASEMENT TO SEASONS ROAD INDUSTRIAL PROPERTY, LLC ACROSS SUBLOT 3; AND 4) A STORMWATER MANAGEMENT, WATER MAIN AND NON-EXCLUSIVE ACCESS EASEMENT TO THE CITY OF HUDSON AS SHOWN HEREON. THE ACCESS EASEMENTS TO AND FROM SUBLOT 1 AND THE STORMWATER MANAGEMENT, WATER MAIN AND NON-EXCLUSIVE ACCESS EASEMENT TO THE CITY OF HUDSON ARE SUBJECT TO AN EASEMENT FOR RAIL SPUR CROSSING TO BE SUBSEQUENTLY GRANTED. GRANTOR RESERVES THE RIGHT TO GRANT ADDITIONAL USES THAT DO NOT INTERFERE WITH EXISTING USES OF THE NON-EXCLUSIVE EASEMENTS.

JOHN A. SHUTSA, PRESIDENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ SS:

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED JOHN A. SHUTSA, PRESIDENT OF JOHN A. SHUTSA AND ASSOCIATES WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT, AND THAT THE SAME WAS HIS FREE ACT AND DEED INDIVIDUALLY AND IN SUCH CAPACITY, AND THE FREE ACT AND DEED OF SAID JOHN A. SHUTSA AND ASSOCIATES.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT \_\_\_\_\_, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC  
PRINT NAME: \_\_\_\_\_

## VACATION OF ACCESS EASEMENT

I, \_\_\_\_\_, MEMBER OF BIG DIRT, LLC, AN OHIO LIMITED LIABILITY COMPANY, HAVING EASEMENT RIGHTS OVER A 60 FEET WIDE ACCESS EASEMENT AS SHOWN HEREON, DO HEREBY ACCEPT THE VACATION OF THAT PORTION OF SAID 60 FEET WIDE ACCESS EASEMENT AS INDICATED HEREON AND DO FURTHER DECLARE THIS TO BE MY FREE ACT AND DEED, BOTH INDIVIDUALLY AND AS MEMBER OF SAID BIG DIRT, LLC.

MEMBER  
PRINT NAME: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ SS:

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED BIG DIRT, LLC, AN OHIO LIMITED LIABILITY COMPANY BY \_\_\_\_\_, ITS MEMBER, WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT, AND THAT THE SAME WAS HIS FREE ACT AND DEED INDIVIDUALLY AND IN SUCH CAPACITY, AND THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT \_\_\_\_\_, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC  
PRINT NAME: \_\_\_\_\_

## VACATION OF ACCESS EASEMENT

I, MICHAEL MINIEA, MEMBER OF SEASONS ROAD INDUSTRIAL PROPERTY, LLC, AN OHIO LIMITED LIABILITY COMPANY, HAVING EASEMENT RIGHTS OVER A 60 FEET WIDE ACCESS EASEMENT AS SHOWN HEREON, DO HEREBY ACCEPT THE VACATION OF THAT PORTION OF SAID 60 FEET WIDE ACCESS EASEMENT AS INDICATED HEREON AND DO FURTHER DECLARE THIS TO BE MY FREE ACT AND DEED, BOTH INDIVIDUALLY AND AS MEMBER OF SAID SEASONS ROAD INDUSTRIAL PROPERTY, LLC.

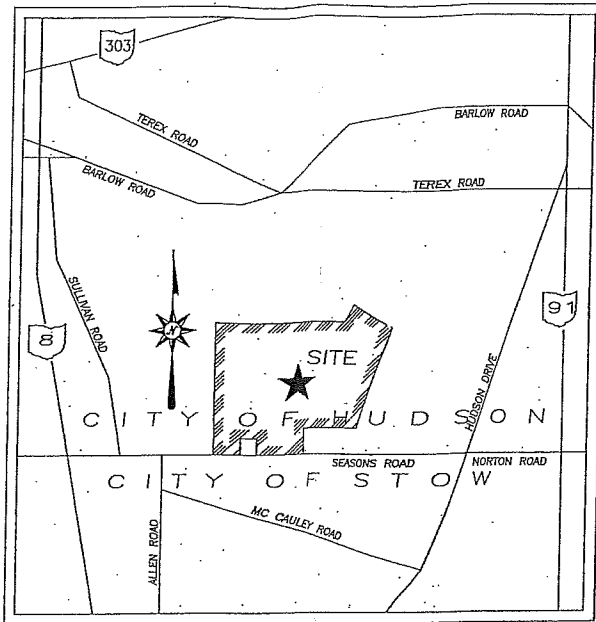
MICHAEL MINIEA, MANAGING MEMBER

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ SS:

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED SEASONS ROAD INDUSTRIAL PROPERTY, LLC, AN OHIO LIMITED LIABILITY COMPANY BY MICHAEL MINIEA, MANAGING MEMBER, WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT, AND THAT THE SAME WAS HIS FREE ACT AND DEED INDIVIDUALLY AND IN SUCH CAPACITY, AND THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT \_\_\_\_\_, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC  
PRINT NAME: \_\_\_\_\_



VICINITY MAP  
(NO SCALE)

NUMBER OF SUBLOTS	4
AREA OF SUBLOT 1	32.1771 AC.
AREA OF SUBLOT 2	73.2067 AC.
AREA OF SUBLOT 3	24.4051 AC.
AREA OF SUBLOT 4	2.0818 AC.
AREA OF ROADWAY	2.5585 AC.
TOTAL AREA	134.4092 AC.

## INDEX OF SHEETS

TITLE	SHEET No.
TITLE SHEET	1
PLAT DRAWING (SOUTH)	2
PLAT DRAWING (NORTH)	3
ELECTRIC EASEMENTS	4

## BASIS OF BEARINGS

BEARINGS ARE BASED ON A CENTERLINE BEARING FOR SEASONS ROAD OF SOUTH 87 DEGREES 27 MINUTES 00 SECONDS EAST AS REFERENCED FROM THE DEED TO DUNKIRK PROPERTIES, INC. AS RECORDED IN O.R. VOL. 583, PG. 527 OF SUMMIT COUNTY RECORDS.

## STATE PLANE COORDINATES

STATE PLANE COORDINATES WERE ESTABLISHED USING THE FOLLOWING SUMMIT COUNTY CONTROL POINTS:

- SUMMIT COUNTY GIS POINT 100  
N=561,343.579, E=2,247,323.980 (U.S. SURVEY FEET)
- SUMMIT COUNTY GIS POINT 102 \*(HELD AS BASE POINT)\*  
N=561,343.365, E=2,250,738.891 (U.S. SURVEY FEET)

GRID FACTOR (COMBINED SCALE FACTOR) = 0.99989781

ROTATION FACTOR: PLAT BEARINGS SHOULD BE ROTATED 3°12'42" COUNTER CLOCKWISE TO MATCH GRID NORTH (OHIO SPC NORTH ZONE).

## SURVEYOR CERTIFICATION:

I HEREBY STATE THAT THIS MAP IS BASED ON AN ACTUAL FIELD SURVEY PREPARED BY ME. THE SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. PERMANENT MONUMENTS WERE FOUND OR SET AT ALL LOCATIONS SHOWN HEREON. ALL DIMENSIONS GIVEN ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF.

*Christopher J. Dempsey*  
CHRISTOPHER J. DEMPSEY  
PROFESSIONAL SURVEYOR NO. 6914  
DATE OF SURVEY: AUGUST, 2015

APPROVALS  
APPROVED BY PLANNING COMMISSION OF THE CITY OF HUDSON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

CHAIRMAN  
PRINT NAME: \_\_\_\_\_

SECRETARY  
PRINT NAME: \_\_\_\_\_

APPROVED BY THE CITY MANAGER OF THE CITY OF HUDSON, OHIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

JANE HOWINGTON, CITY MANAGER

APPROVED BY THE CITY ENGINEER OF THE CITY OF HUDSON, OHIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

THOMAS J. SHERIDAN, P.E., P.S., CITY ENGINEER

ACCEPTANCE OF DEDICATION  
DEDICATION WAS ACCEPTED BY THE COUNCIL OF THE CITY OF HUDSON AT ITS MEETING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_  
PURSUANT TO ORDINANCE NO. \_\_\_\_\_

PRESIDENT OF COUNCIL  
PRINT NAME: \_\_\_\_\_

CLERK OF COUNCIL  
PRINT NAME: \_\_\_\_\_

## UTILITY EASEMENT

THE OWNER OF THE WITHIN PLATTED LAND DOES HEREBY GRANT UNTO DOMINION EAST OHIO GAS COMPANY, AT&T OHIO, HUDSON PUBLIC POWER AND DEPARTMENT OF PUBLIC WORKS, THE COUNTY OF SUMMIT AND THE OHIO EDISON COMPANY, ALL BEING OHIO CORPORATIONS, THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS THE GRANTEES), A TWELVE (12) FEET WIDE PERMANENT RIGHT-OF-WAY AND EASEMENT IN, UNDER, OVER AND THROUGH ALL SUBLOTS AND ALL LANDS SHOWN HEREON AND PARALLEL WITH AND CONTIGUOUS TO ALL STREET LINES, AND A FIVE (5) FEET WIDE PERMANENT RIGHT-OF-WAY AND EASEMENT IN, UNDER, OVER AND THROUGH ALL SUBLOTS AND ALL LANDS SHOWN HEREON AND PARALLEL WITH AND CONTIGUOUS TO EACH SIDE LOT LINE AND REAR LOT LINE HEREON TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT AND RELOCATE SUCH UNDERGROUND ELECTRIC, GAS AND COMMUNICATION CABLES, DUCTS, SEWERS, CONDUITS, SURFACE OR BELOW GROUND MOUNTED TRANSFORMERS AND PEDESTALS, CONCRETE PADS AND OTHER FACILITIES AS ARE DEEMED NECESSARY OR CONVENIENT BY THE GRANTEES FOR DISTRIBUTING AND TRANSMITTING ELECTRICITY, GAS, SEWERAGE AND COMMUNICATION SIGNALS, FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEES MAY DETERMINE, UPON, WITHIN AND ACROSS SAID EASEMENT PREMISES. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT, WITHOUT LIABILITY THEREFORE, TO REMOVE ANY AND ALL FACILITIES NOT CONTEMPLATED IN THE RIGHT CONVEYED TO GRANTEES BY THIS EASEMENT GRANT WITHIN SAID EASEMENT PREMISES INCLUDING, BUT NOT LIMITED TO, IRRIGATION SYSTEMS, ELECTRONIC ANIMAL FENCING, TREES AND LANDSCAPING INCLUDING LAWNS, FLOWERS OR SHRUBBERY AND LANDSCAPE LIGHTING WITHIN AND WITHOUT SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION, MAINTENANCE, REPAIR OR OPERATION OF SAID ELECTRIC, GAS, SEWERAGE AND COMMUNICATION FACILITIES RIGHT TO INSTALL, REPAIR, AUGMENT AND MAINTAIN SERVICE CABLES OUTSIDE THE ABOVE DESCRIBED EASEMENT PREMISES, AND WITH THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM ANY OF THE WITHIN DESCRIBED PREMISES FOR EXERCISING ANY OF THE PURPOSES OF THIS RIGHT OF WAY AND EASEMENT GRANT.

BY: _____	BY: _____	BY: _____	BY: _____	BY: _____
TITLE: DOMINION EAST OHIO GAS COMPANY	TITLE: HUDSON PUBLIC POWER AND DEPT. OF PUBLIC WORKS	TITLE: AT&T OHIO	TITLE: OHIO EDISON COMPANY	TITLE: COUNTY OF SUMMIT
PRINT NAME: _____	PRINT NAME: _____	PRINT NAME: _____	PRINT NAME: _____	PRINT NAME: _____

## GRANT OF EASEMENT FOR STORMWATER MANAGEMENT

JOHN A. SHUTSA AND JOHN A. SHUTSA AND ASSOCIATES, OWNERS OF THE LAND EMBRACED WITHIN THIS PLAT, DO HEREBY GRANT UNTO THE CITY OF HUDSON A PERMANENT, NON-EXCLUSIVE EASEMENT IN, UNDER, OVER AND ACROSS THE STORMWATER MANAGEMENT EASEMENT AS SHOWN HEREON, INCLUDING THE RIGHT TO ENTER ONTO THE SAME, FOR THE MAINTENANCE, REPAIR AND OPERATION OF THE STORMWATER MANAGEMENT BASIN AND RELATED FACILITIES LOCATED THEREON TO THE EXTENT NECESSARY TO KEEP THEM REASONABLY OPERATIONAL AND TO THE EXTENT THAT THE OWNER OF THE STORMWATER MANAGEMENT BASIN FAILS TO DO THE SAME. THE STORMWATER MANAGEMENT BASIN, APPURTENANCES, STORM SEWERS, AND DITCHES ARE TO BE PRIVATELY OWNED AND MAINTAINED. THE CITY OF HUDSON HAS THE RIGHT TO ASSESS THE PROPERTY OWNERS FOR MAINTENANCE THAT IS NOT PERFORMED BY THE PROPERTY OWNERS.

## GRANT OF TRAIL EASEMENT

JOHN A. SHUTSA AND JOHN A. SHUTSA AND ASSOCIATES HEREBY GRANTS TO THE CITY OF HUDSON A PERMANENT, NON-EXCLUSIVE EASEMENT IN, UNDER, OVER AND ACROSS SUBLOT 2, INCLUDING THE RIGHT TO ENTER ONTO THE SAME, FOR THE CONSTRUCTION, MAINTENANCE, REPAIR AND OPERATION OF A MULTI PURPOSE TRAIL, SAID EASEMENT TO BE 20 FEET IN WIDTH AND CONTIGUOUS TO THE NORTHWESTERLY LINE OF THE 66 FEET WIDE PARCEL OF LAND PRESENTLY OWNED BY METRO REGIONAL TRANSIT AUTHORITY PARCEL AS SHOWN HEREON, SAID EASEMENT SUBJECT TO EASEMENT FOR RAIL SPUR CROSSING TO BE SUBSEQUENTLY GRANTED.

## 25' GAS MAIN EASEMENT

THE OWNER OF THE WITHIN PLATTED LAND DOES HEREBY GRANT UNTO ENERVEST OPERATING LLC, THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS THE GRANTEE), A TWENTY FIVE (25) FEET WIDE PERMANENT RIGHT-OF-WAY AND EASEMENT IN, UNDER, OVER AND THROUGH SUBLOT 2 AND SUBLOT 3 AS SHOWN HEREON TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT AND RELOCATE SUCH UNDERGROUND GAS DUCTS, CONDUITS, AND OTHER FACILITIES AS ARE DEEMED NECESSARY OR CONVENIENT BY THE GRANTEE FOR DISTRIBUTING AND TRANSMITTING GAS FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEES MAY DETERMINE, UPON, WITHIN AND ACROSS SAID EASEMENT PREMISES. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT, WITHOUT LIABILITY THEREFORE, TO REMOVE ANY AND ALL FACILITIES NOT CONTEMPLATED IN THE RIGHT CONVEYED TO GRANTEES BY THIS EASEMENT GRANT WITHIN SAID EASEMENT PREMISES INCLUDING, BUT NOT LIMITED TO, IRRIGATION SYSTEMS, ELECTRONIC ANIMAL FENCING, TREES AND LANDSCAPING INCLUDING LAWNS, FLOWERS OR SHRUBBERY AND LANDSCAPE LIGHTING WITHIN AND WITHOUT SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION, MAINTENANCE, REPAIR OR OPERATION OF SAID GAS FACILITIES RIGHT TO INSTALL, REPAIR, AUGMENT AND MAINTAIN SERVICE CABLES OUTSIDE THE ABOVE DESCRIBED EASEMENT PREMISES, AND WITH THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM ANY OF THE WITHIN DESCRIBED PREMISES FOR EXERCISING ANY OF THE PURPOSES OF THIS RIGHT OF WAY AND EASEMENT GRANT. ALL SUBLOTS AND ALL LANDS SHALL BE RESTRICTED TO UNDERGROUND UTILITY SERVICE.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_



FILE NO. 7833  
DEMPSEY/SURVEYING COMPANY  
216/226/1130 | 12815 DETROIT AVENUE  
216/226/1131 | GLEVELAND, OH 44107-2835



MATCH LINE SEE SHEET 3

SUBLOT 1  
AREA=32.1771 ACRES  
(1,401,635 SQ. FT.)

SUBLOT 2  
AREA=73.2067 ACRES  
(3,188,883 SQ. FT.)

REMAINDER PARCEL  
AREA=26.9700 ACRES  
(1,174,814 SQ. FT.)  
NOT PART OF THIS SUBDIVISION

SUBLOT 4  
AREA=2.0518 ACRES  
(89,812 SQ. FT.)

SUBLOT 3  
AREA= 24.4051 ACRES  
(1,063,087 SQ. FT.)  
(EXCLUDING ROAD R/W)

STATE PLANE COORDINATES (OHIO NORTH ZONE NAD 83)  
GRID FACTOR (COMBINED SCALE FACTOR) = 0.99999781

POINT	NORTHING	EASTING	DESCRIPTION
1	561399.1864	2253277.3116	5/8" I PIN MON. FD.
2	561376.5303	2251315.5300	5/8" I PIN MON. FD.
10	561428.9273	2256202.0983	5/8" I PIN MON. FD.
20	562213.7713	2251952.2048	PROPERTY CORNER
21	562229.6372	2253352.0045	PROPERTY CORNER
22	564069.6940	2253356.3661	PROPERTY CORNER
23	564252.2577	2254737.2203	PROPERTY CORNER
24	563786.7575	2253522.6395	PROPERTY CORNER
25	561433.8593	2251950.3027	PROPERTY CORNER
26	564054.6969	2251956.6945	PROPERTY CORNER
27	564083.0695	2254604.6869	PROPERTY CORNER
28	564143.4495	2254875.6730	PROPERTY CORNER
29	562033.1239	2254542.1548	PROPERTY CORNER
30	562024.3232	2253529.1966	PROPERTY CORNER
31	561451.8143	2253535.9971	PROPERTY CORNER
32	561444.4869	2252870.5367	PROPERTY CORNER
33	561938.9307	2252871.5387	PROPERTY CORNER
34	561936.6213	2252871.5725	PROPERTY CORNER
35	561442.1775	2252670.5705	PROPERTY CORNER

NUMBER	DIRECTION	DISTANCE
L33	N 64°21'49" W	25.00'
L34	N 02°31'52" E	13.61'
L35	S 13°06'17" W	69.46'
L36	N 76°53'43" W	25.00'
L37	N 13°06'17" E	67.15'
L40	S 84°42'29" E	18.92'
L41	S 34°52'58" E	20.85'
L42	S 17°58'48" E	50.38'
L43	S 02°40'21" W	23.56'
L44	S 30°07'42" W	55.24'
L45	S 30°28'07" E	84.14'
L46	S 19°58'12" E	16.23'
L47	S 10°00'10" W	44.57'
L48	S 18°08'32" W	83.21'

NUMBER	DIRECTION	DISTANCE
L49	S 25°39'38" W	64.13'
L50	S 14°59'56" E	41.02'
L51	S 03°44'26" W	31.98'
L52	S 32°15'44" W	29.75'
L53	S 20°01'56" E	34.85'
L54	S 25°20'11" W	34.18'
L55	S 23°26'15" E	98.39'
L56	S 08°22'01" E	70.48'
L57	S 02°50'56" W	77.08'
L58	S 26°24'03" E	43.79'
L59	S 65°45'43" E	81.76'
L60	S 14°26'34" E	33.54'
L61	S 70°13'32" E	55.83'
L62	S 43°54'51" E	19.12'
L63	S 11°17'44" E	75.41'
L64	S 10°59'44" W	102.97'
L139	N 03°20'51" E	60.31'

LEGEND

- DENOTES 5/8" IRON PIN SET WITH "DEMSEY SURVEY #6914" CAP (UNLESS OTHERWISE NOTED)
- DENOTES 5/8" IRON PIN SET IN MONUMENT BOX WITH "DEMSEY SURVEY #6914" CAP

SEASONS GREENE ECO-INDUSTRIAL PARK

FILE NO. 7833

DEMSEY SURVEYING COMPANY  
P 216/226/1130 12815 DETROIT AVENUE  
P 216/226/1131 CLEVELAND, OH 44107-2838

SCALE: 1" = 100'

BASIS OF BEARINGS  
BEARINGS ARE BASED ON A CENTERLINE BEARING FOR SEASONS ROAD OF SOUTH 87 DEGREES 27 MINUTES 00 SECONDS EAST AS REFERENCED FROM THE DEED TO DUNKIRK PROPERTIES, INC. AS RECORDED IN O.R. VOL. 583, PG. 527 OF SUMMIT COUNTY RECORDS.

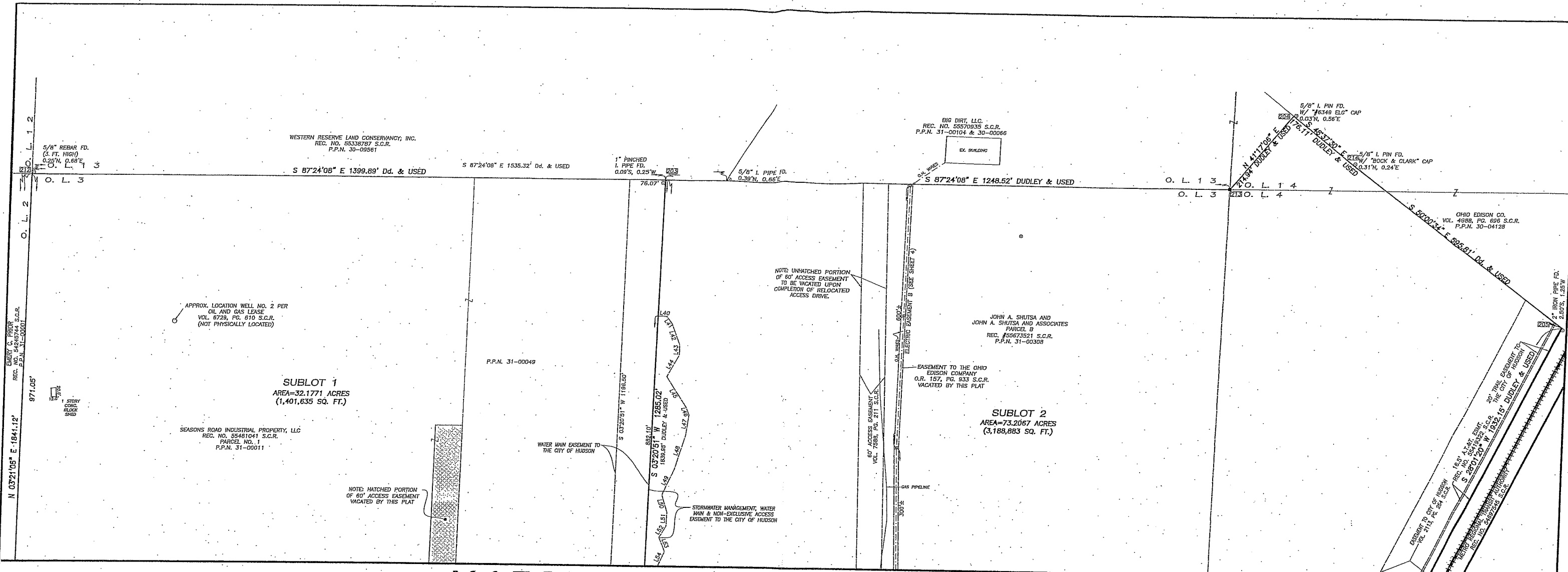
ROTATION FACTOR: PLAT BEARINGS SHOULD BE ROTATED 3°12'42" COUNTER CLOCKWISE TO MATCH GRID NORTH (OHIO SPC NORTH ZONE).

NUMBER	RADIUS	DELTA ANGLE	TANGENT	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	20.00	90°05'53"	20.03	31.45	N 47°34'48" E	28.31
C2	395.00	23°06'19"	80.74	159.29	N 14°05'01" E	158.21
C3	325.00	22°17'20"	64.02	128.43	N 14°29'31" E	125.63
C4	30.00	53°46'42"	15.21	28.16	N 23°32'30" W	27.14
C5	80.00	26°33'25"	58.60	401.51	S 86°39'09" E	94.55
C6	39.00	53°46'42"	15.21	28.16	S 30°14'12" W	27.14
C7	395.00	22°17'20"	77.81	153.66	S 14°29'31" W	152.69
C8	200.00	23°06'19"	40.88	80.53	S 14°05'01" W	80.11
C9	360.00	23°06'19"	73.59	145.17	N 14°29'31" E	144.19
C10	360.00	22°17'20"	70.92	140.04	N 14°29'31" E	139.16
C11	60.00	41°37'56"	30.41	58.12	N 36°18'46" E	56.85
C12	60.00	17°27'15"	12.28	24.37	N 06°46'20" E	24.28

NUMBER	RADIUS	DELTA ANGLE	TANGENT	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C15	80.00	23°34'42"	157.76	326.42	N 59°45'48" W	142.70
C16	80.00	183°10'38"	2884.58	255.76	N 34°27'46" W	159.94
C17	80.00	72°53'36"	58.08	101.78	N 89°36'16" W	95.05
C18	80.00	24°13'04"	17.16	33.81	S 41°50'23" W	33.56
C21	450.00	29°04'29"	116.69	228.35	N 72°51'54" W	225.61
C22	175.00	22°12'58"	34.35	67.84	N 14°31'42" E	67.41
C28	80.00	53°46'42"	40.57	75.09	N 23°32'30" W	72.36
C29	80.00	30°36'04"	37.82	70.65	S 28°38'53" W	68.38

NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L1	N 87°22'15" W	55.00'	L17	S 87°24'08" E	30.00'
L2	N 87°22'15" W	69.03'	L20	N 26°38'11" E	17.50'
L3	N 15°06'17" E	78.30'	L21	N 64°21'49" W	31.40'
L4	N 03°20'51" E	103.39'	L22	N 25°38'11" E	20.00'
L5	S 03°20'51" W	103.39'	L23	S 64°21'49" E	31.40'
L6	S 02°31'52" W	25.55'	L24	S 25°38'11" E	20.00'
L7	N 78°00'00" E	171.95'	L25	N 02°31'52" E	5.28'
L8	S 01°20'00" W	44.00'	L26	S 25°15'29" W	44.25'
L9	S 84°40'00" W	170.77'	L27	N 63°44'31" W	60.00'
L10	S 85°40'00" E	60.00'	L28	N 26°15'29" E	88.75'
L11	N 68°30'00" E	60.00'	L29	S 02°31'52" W	48.70'
L12	N 87°17'10" W	10.82'	L30	N 62°08'28" E	31.06'
L13	N 28°01'20" E	6.56'	L31	N 62°08'28" E	29.01'
L14	N 87°17'10" W	22.12'	L32	N 25°38'11" E	10.78'
L15	S 87°27'00" E	6.40'			
L16	N 03°20'51" E	9.62'			





NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE	NUMBER	RADIUS	DELTA ANGLE	TANGENT	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH	NUMBER	RADIUS	DELTA ANGLE	TANGENT	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
L1	N 87°22'15" W	55.00'	L17	S 87°24'08" E	30.00'	L33	N 64°21'49" W	25.00'	L49	S 25°39'58" W	64.13'	C1	20.00	90°05'53"	20.03	31.45	N 47°34'48" E	28.31	C15	80.00	233°46'42"	157.76	326.42	N 59°45'48" W	142.70
L2	N 87°22'15" W	69.03'	L18	N 25°38'11" E	17.50'	L34	N 02°31'52" E	13.51'	L50	S 14°59'56" E	41.02'	C2	395.00	23°06'19"	80.74	159.29	N 14°05'01" E	158.21	C16	80.00	183°10'38"	2894.58	255.76	N 34°27'46" W	159.94
L3	N 13°06'17" E	76.30'	L19	N 64°21'49" W	31.40'	L35	S 13°06'17" W	89.46'	L51	S 03°44'26" W	31.98'	C3	325.00	22°17'20"	64.02	128.43	N 14°29'31" E	125.63	C17	80.00	72°53'36"	59.08	101.78	N 89°36'16" W	95.05
L4	N 03°20'51" E	103.39'	L20	N 25°38'11" E	20.00'	L36	N 76°53'43" W	25.00'	L52	S 32°15'44" W	29.75'	C4	30.00	53°46'42"	15.21	28.16	N 23°32'30" W	27.14	C18	80.00	24°13'04"	17.16	33.81	S 41°50'23" W	33.56
L5	S 03°20'51" W	103.39'	L21	S 64°21'49" E	31.40'	L37	N 13°06'17" E	67.15'	L53	S 20°01'36" E	34.85'	C5	80.00	287°33'25"	-58.60	401.51	S 66°39'09" E	94.55	C19	80.00	24°13'04"	17.16	33.81	S 41°50'23" W	33.56
L6	S 02°31'52" W	25.35'	L22	S 25°38'11" W	20.00'	L38	N 13°06'17" E	67.15'	L54	S 25°20'11" W	34.18'	C6	30.00	53°46'42"	15.21	28.16	S 30°14'12" W	27.14	C20	80.00	24°13'04"	17.16	33.81	S 41°50'23" W	33.56
L7	N 78°00'00" E	171.95'	L23	N 02°31'52" E	6.29'	L39	N 02°31'52" E	6.29'	L55	S 23°36'15" E	98.39'	C7	395.00	22°17'20"	77.81	153.68	S 14°29'31" W	152.69	C21	490.00	22°12'38"	34.35	67.84	N 14°31'52" E	67.41
L8	S 01°20'00" W	44.00'	L24	S 26°15'29" W	44.25'	L40	S 84°42'29" E	18.92'	L56	S 02°22'01" E	70.49'	C8	200.00	23°06'19"	73.59	145.17	N 14°29'31" E	139.16	C22	175.00	22°12'38"	34.35	67.84	N 14°31'52" E	67.41
L9	S 84°40'00" W	170.77'	L25	N 63°44'31" W	20.00'	L41	S 34°52'58" E	20.85'	L57	S 02°50'56" W	77.08'	C9	350.00	23°06'19"	73.59	145.17	N 14°29'31" E	139.16	C23	80.00	53°46'42"	40.57	75.09	N 23°32'30" W	72.36
L10	S 88°40'00" E	60.00'	L26	N 26°15'29" E	89.75'	L42	S 17°58'48" E	50.39'	L58	S 28°24'03" E	43.79'	C10	350.00	22°17'20"	77.81	153.68	S 14°29'31" W	152.69	C24	80.00	50°36'04"	37.82	70.55	S 28°36'53" W	68.36
L11	N 69°30'00" W	79.18'	L27	N 63°44'31" W	20.00'	L43	S 02°40'21" W	23.56'	L59	S 65°45'43" E	61.76'	C11	80.00	41°37'36"	30.41	58.12	N 36°18'46" E	56.85	C25	80.00	50°36'04"	37.82	70.55	S 28°36'53" W	68.36
L12	N 87°17'10" W	10.82'	L28	N 26°15'29" E	89.75'	L44	S 30°07'42" W	55.24'	L60	S 41°26'34" E	33.54'	C12	80.00	17°27'16"	12.28	24.37	N 06°46'20" E	24.28	C26	80.00	50°36'04"	37.82	70.55	S 28°36'53" W	68.36
L13	N 26°01'20" E	6.56'	L29	S 02°31'52" W	49.70'	L45	S 30°28'07" E	84.14'	L61	S 19°58'12" E	16.23'	C13	80.00	41°37'36"	30.41	58.12	N 36°18'46" E	56.85	C27	80.00	50°36'04"	37.82	70.55	S 28°36'53" W	68.36
L14	N 87°17'10" W	22.12'	L30	N 62°09'58" E	31.08'	L46	S 19°58'12" E	16.23'	L62	S 43°54'51" E	19.12'	C14	80.00	17°27'16"	12.28	24.37	N 06°46'20" E	24.28	C28	80.00	50°36'04"	37.82	70.55	S 28°36'53" W	68.36
L15	S 87°27'00" E	6.40'	L31	N 62°09'58" E	29.01'	L47	S 10°00'10" W	44.57'	L63	S 11°17'44" E	76.41'	C15	80.00	233°46'42"	157.76	326.42	N 59°45'48" W	142.70	C29	80.00	50°36'04"	37.82	70.55	S 28°36'53" W	68.36
L16	N 03°20'51" E	9.62'	L32	N 25°38'11" E	10.78'	L48	S 18°08'32" W	63.21'	L64	S 10°59'44" W	102.97'	C16	80.00	183°10'38"	2894.58	255.76	N 34°27'46" W	159.94	C30	80.00	50°36'04"	37.82	70.55	S 28°36'53" W	68.36
						L65	S 18°08'32" W	63.21'	L65	S 18°08'32" W	63.21'	C17	80.00	72°53'36"	59.08	101.78	N 89°36'16" W	95.05							
						L66	S 18°08'32" W	63.21'	L66	S 18°08'32" W	63.21'	C18	80.00	24°13'04"	17.16	33.81	S 41°50'23" W	33.56							
						L67	S 18°08'32" W	63.21'	L67	S 18°08'32" W	63.21'	C19	80.00	24°13'04"	17.16	33.81	S 41°50'23" W	33.56							
						L68	S 18°08'32" W	63.21'	L68	S 18°08'32" W	63.21'	C20	80.00	24°13'04"	17.16	33.81	S 41°50'23" W	33.56							
						L69	S 18°08'32" W	63.21'	L69	S 18°08'32" W	63.21'	C21	490.00	22°12'38"	34.35	67.84	N 14°31'52" E	67.41							
						L70	S 18°08'32" W	63.21'	L70	S 18°08'32" W	63.21'	C22	175.00	22°12'38"	34.35	67.84	N 14°31'52" E	67.41							
						L71	S 18°08'32" W	63.21'	L71	S 18°08'32" W	63.21'	C23	80.00	53°46'42"	40.57	75.09	N 23°32'30" W	72.36							
						L72	S 18°08'32" W	63.21'	L72	S 18°08'32" W	63.21'	C24	80.00	50°36'04"	37.82	70.55	S 28°36'53" W	68.36							
						L73	S 18°08'32" W	63.21'	L73	S 18°08'32" W	63.21'	C25	80.00	50°36'04"	37.82	70.55	S 28°36'53" W	68.36							
						L74	S 18°08'32" W	63.21'	L74	S 18°08'32" W	63.21'	C26	80.00	50°36'04"	37.82	70.55	S 28°36'53" W	68.36							
						L75	S 18°08'32" W	63.21'	L75	S 18°08'32" W	63.21'	C27	80.00	50°36'04"	37.82	70.55	S 28°36'53" W	68.36							
						L76	S 18°08'32" W	63.21'	L76	S 18°08'32" W	63.21'	C28	80.00	50°36'04"	37.82	70.55	S 28°36'53" W	68.36							
						L77	S 18°08'32" W	63.21'	L77	S 18°08'32" W	63.21'	C29	80.00	50°36'04"	37.82	70.55	S 28°36'53" W	68.36							
						L78	S 18°08'32" W	63.21'	L78	S 18°08'32" W	63.21'	C30	80.00	50°36'04"	37.82	70.55	S 28°36'53" W	68.36							

STATE PLANE COORDINATES (OHIO NORTH ZONE NAD 83)  
GRID FACTOR (COMBINED SCALE FACTOR) = 0.9989781

POINT	NORTHING	EASTING	DESCRIPTION
11	561399.1864	2253277.3116	5/8" I PIN MON. FD.
2	561376.5303	2251315.5380	5/8" I PIN MON. FD.
101	561428.9273	2256202.0983	5/8" I PIN MON. FD.
201	562213.7713	2251952.2048	PROPERTY CORNER
202	562229.9372	2253352.0045	PROPERTY CORNER
203	564069.6940	2253356.3661	PROPERTY CORNER
204	564252.2577	2254737.2203	PROPERTY CORNER
205	563786.7375	2255352.8395	PROPERTY CORNER
211	561433.6893	2251950.3027	PROPERTY CORNER
212	564054.6869	2251956.6945	PROPERTY CORNER
213	564083.0695	2254604.6869	PROPERTY CORNER
214	564143.4495	2254875.6730	PROPERTY CORNER
215	562033.1239	2254542.1548	PROPERTY CORNER
216	562024.3232	2253529.1966	PROPERTY CORNER
217	561451.8143	2253535.9971	PROPERTY CORNER
218	561444.4869	2252870.5367	PROPERTY CORNER
221	561938.9307	2252871.5367	PROPERTY CORNER
222	561936.6213	2252671.5725	PROPERTY CORNER
223	561442.1775	2252670.5705	PROPERTY CORNER

**LEGEND**

- DENOTES 5/8" IRON PIN SET WITH "DEMPSEY SURVEY #8914" CAP (UNLESS OTHERWISE NOTED)
- DENOTES 5/8" IRON PIN SET IN MONUMENT BOX WITH "DEMPSEY SURVEY #8914" CAP

SCALE: 1" = 100'

**BASIS OF BEARINGS**  
BEARINGS ARE BASED ON A CENTERLINE BEARING FOR SEASONS ROAD OF SOUTH 87 DEGREES 27 MINUTES 00 SECONDS EAST AS REFERENCED FROM THE DEED TO DUNKIRK PROPERTIES, INC. AS RECORDED IN O.R. VOL. 583, PG. 527 OF SUMMIT COUNTY RECORDS.

ROTATION FACTOR: PLAT BEARINGS SHOULD BE ROTATED 3°12'42" COUNTERCLOCKWISE TO MATCH GRID NORTH (OHIO SPC NORTH ZONE).

**SEASONS GREENE ECO-INDUSTRIAL PARK**

FILE NO. 7833

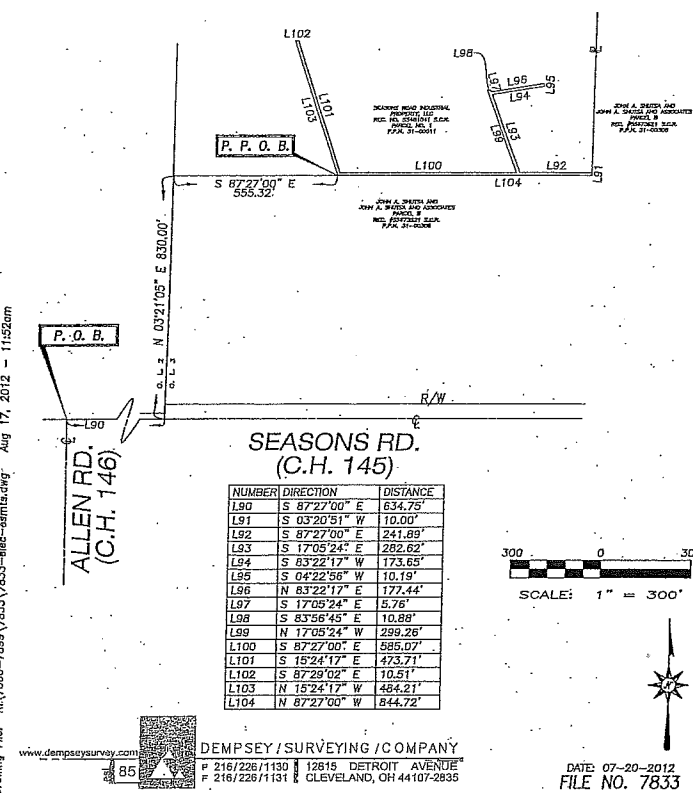
DEMPSEY SURVEYING COMPANY

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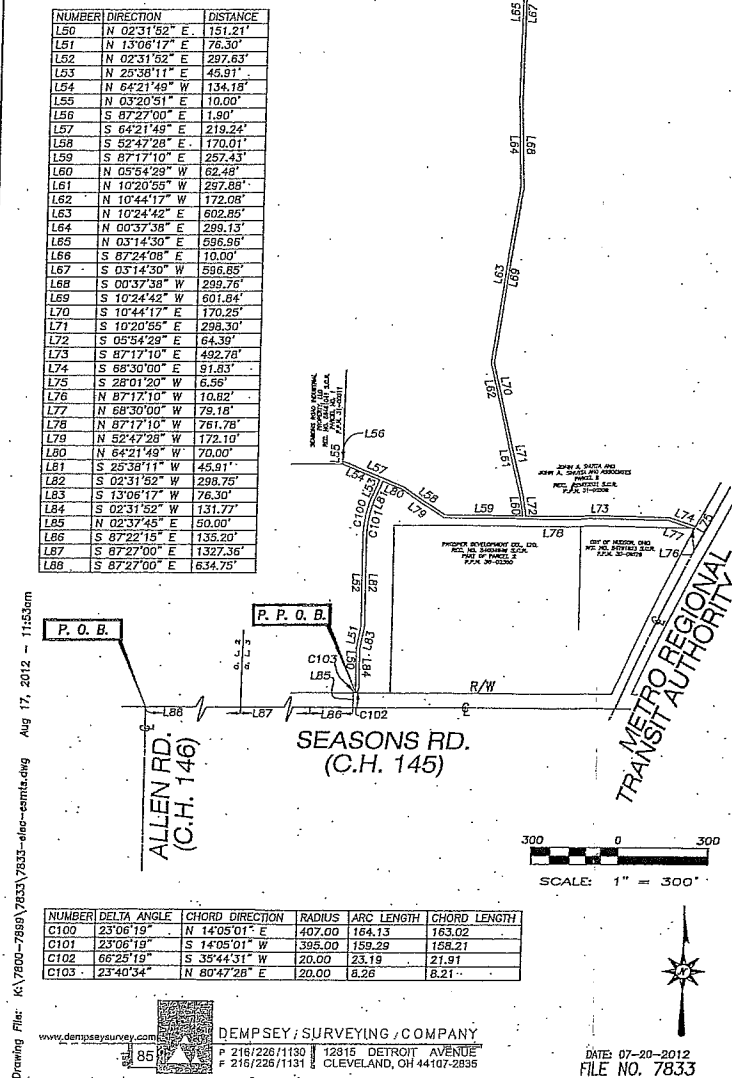
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MAP TO ACCOMPANY  
LEGAL DESCRIPTION  
ELECTRIC EASEMENT "A"



MAP TO ACCOMPANY  
LEGAL DESCRIPTION  
ELECTRIC EASEMENT "B"



ACCEPTANCE AND GRANT OF ELECTRIC EASEMENTS

I, JOHN A. SHUTSA, PRESIDENT OF JOHN A. SHUTSA AND ASSOCIATES, OWNER OF THE LAND EMBRACED WITHIN THIS PLAT (THE GRANTOR), DO HEREBY GRANT UNTO OHIO EDISON COMPANY, AN OHIO CORPORATION (THE GRANTEE), ITS SUCCESSORS AND ASSIGNS, AN EASEMENT AND RIGHT OF WAY, TOGETHER WITH THE RIGHTS AND PRIVILEGES HEREINAFTER SET FORTH, FOR LINES FOR THE DISTRIBUTION OF ELECTRIC CURRENT, INCLUDING COMMUNICATION FACILITIES, IN, UNDER AND ACROSS THE PREMISES DESIGNATED AS ELECTRIC EASEMENT B AND ELECTRIC EASEMENT C AS SHOWN HEREON;

FOR OVERHEAD INSTALLATIONS, THE GRANTEE SHALL HAVE THE RIGHT TO INSTALL SERVICES, GUY WIRES AND ANCHORS, WHICH SHALL EXTEND FROM THE POLE(S) IN THE ABOVE DESCRIBED POLE LINE NOW, OR IN THE FUTURE, OR AS DEEMED NECESSARY. THE RIGHT TO TRIM AND KEEP TRIMMED ANY TREE THAT MAY INTERFERE WITH OR ENDANGER ELECTRIC LINES. GRANTEE AGREES THAT NO BUILDING, OBSTRUCTION OR IMPEDIMENT SHALL BE PLACED WITHIN 25 FEET MEASURED HORIZONTALLY OR WITHIN 25 FEET MEASURED VERTICALLY OF THE CONDUCTORS ON THE ABOVE DESCRIBED POLE LINE.

FOR UNDERGROUND INSTALLATIONS, FINAL GRADE AND PROPERTY PINS RELATED TO SAID RIGHT-OF-WAY SHALL BE ESTABLISHED PRIOR TO THE INSTALLATION OF OHIO EDISON FACILITIES. THE GRANTEE SHALL DO ALL TRENCHING AND BACKFILLING. THE EXCAVATION OF SAID TRENCH BY GRANTEE SHALL NOT BE STARTED UNTIL OHIO EDISON'S ENGINEERING SECTION HAS STAKED THE TRENCH CENTERLINE AND ARRANGEMENTS HAVE BEEN MADE WITH OHIO EDISON'S CONSTRUCTION CREWS TO SCHEDULE THEIR WORK COINCIDENT WITH THE TRENCH EXCAVATION. THE TRENCH SHALL HAVE A MINIMUM DEPTH OF THREE (3') FEET BELOW FINAL GRADE AND THE BACKFILLING SHALL BE DONE IN A MANNER NOT TO ADVERSELY AFFECT THE INTEGRITY OF THE UNDERGROUND CABLE. THE TRENCHING AS PROVIDED BY THE GRANTEE SHALL ESTABLISH SAID EASEMENT AS FINAL.

IN ADDITION TO SAID EASEMENT AND RIGHT OF WAY THE FOLLOWING RIGHTS ARE HEREBY GRANTED TO OHIO EDISON COMPANY:

- 1) TO INSTALL, CONSTRUCT, INSPECT, OPERATE, REPLACE, REPAIR, PATROL, MAINTAIN AND REMOVE IN, UNDER AND ALONG SAID RIGHT OF WAY ACROSS SAID PREMISES SUCH CABLES, WIRES, PIPES, CONDUITS, SERVICE PEDESTALS, ABOVE-SURFACE AND SUB-SURFACE TRANSFORMERS, TRANSFORMER PADS, SERVICE HAND-HOLES AND OTHER USUAL FIXTURES AND APPURTENANCES AS MAY BE GRANTED BE DEEMED NECESSARY OR BECOME NECESSARY FOR OR IN CONNECTION WITH THE UNDERGROUND DISTRIBUTION OF ELECTRIC CURRENT, INCLUDING COMMUNICATION FACILITIES;
- 2) TO ENTER AND PASS ON, OVER AND ACROSS ANY PART OF SAID LOT(S) WHEN REASONABLY NECESSARY FOR ACCESS TO AND FROM SAID RIGHT OF WAY, AND TO USE THE PREMISES PARALLEL TO AND ADJOINING THE BOUNDARIES OF SAID RIGHT OF WAY FOR PILING DIRT AND FOR THE OPERATION OF APPARATUS, APPLIANCES AND EQUIPMENT IN EXERCISING ANY OF ITS RIGHTS ENUMERATED HEREIN;
- 3) TO TRIM, CUT AND REMOVE AT ANY AND ALL TIMES ANY TREES, LIMBS, ROOTS, UNDERBRUSH OR OTHER OBSTRUCTIONS WITHIN OR NEAR SAID RIGHT OF WAY WHICH MAY IN THE JUDGMENT OF THE GRANTEE INTERFERE WITH, LIMIT ACCESS TO OR ENDANGER TRANSFORMERS, SERVICE PEDESTALS, CABLES OR THEIR APPURTENANCES, OR THEIR EFFICIENT OPERATION;
- 4) TO INSTALL, CONSTRUCT, INSPECT, OPERATE, REPLACE, REPAIR, PATROL, MAINTAIN AND REMOVE IN, UNDER AND ALONG SAID RIGHT OF WAY AND WITHIN THE STREET LIMITS CABLES, WIRES, PIPES, CONDUITS, STREET LIGHT STANDARDS AND OTHER USUAL FIXTURES AND APPURTENANCES AS MAY BY GRANTEE DEEMED NECESSARY OR BECOME NECESSARY FOR OR IN CONNECTION WITH THE OPERATION OF STREET LIGHTS.

GRANTOR RESERVES THE RIGHT TO USE THE RIGHT OF WAY AREA, BUT ONLY FOR THE PURPOSE OF PLANTING GRASS, FLOWERS AND ORNAMENTAL SHRUBBERY AND SUBJECT TO GRANTEE'S RIGHTS ENUMERATED HEREIN. IN THE EVENT GRANTEE DIGS UP THE RIGHT OF WAY OR A PORTION THEREOF, OR OTHERWISE USES THE RIGHT OF WAY FOR ANY OF THE PURPOSES HEREIN ENUMERATED, WHICH REQUIRES THE REMOVAL OF SAID FLOWERS OR SHRUBBERY, GRANTEE SHALL EXERCISE ORDINARY CARE IN REMOVING AND REPLANTING THEM BUT WILL NOT ASSURE THE CONTINUED LIFE OF THE FLOWERS OR SHRUBBERY SO REMOVED AND REPLANTED.

THE EASEMENT AND RIGHTS HEREIN GRANTED ARE SUBJECT TO THE EQUAL RIGHTS OF OTHER UTILITIES IN THAT PORTION OF SAID EASEMENT ALLOTTED FOR UTILITY PURPOSES.

JOHN A. SHUTSA, PRESIDENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SS:

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED JOHN A. SHUTSA, PRESIDENT OF JOHN A. SHUTSA AND ASSOCIATES WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT, AND THAT THE SAME WAS HIS FREE ACT AND DEED INDIVIDUALLY AND IN SUCH CAPACITY, AND THE FREE ACT AND DEED OF SAID JOHN A. SHUTSA AND ASSOCIATES.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT \_\_\_\_\_, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC  
PRINT NAME: \_\_\_\_\_

ACCEPTANCE AND GRANT OF ELECTRIC EASEMENTS

I, MICHAEL MINIEA, MANAGING MEMBER OF SEASONS ROAD INDUSTRIAL PROPERTY, LLC, AN OHIO LIMITED LIABILITY COMPANY, OWNER OF THE LAND EMBRACED WITHIN THIS PLAT (THE GRANTOR), DO HEREBY GRANT UNTO OHIO EDISON COMPANY, AN OHIO CORPORATION (THE GRANTEE), ITS SUCCESSORS AND ASSIGNS, AN EASEMENT AND RIGHT OF WAY, TOGETHER WITH THE RIGHTS AND PRIVILEGES HEREINAFTER SET FORTH, FOR LINES FOR THE DISTRIBUTION OF ELECTRIC CURRENT, INCLUDING COMMUNICATION FACILITIES, IN, UNDER AND ACROSS THE ELECTRIC EASEMENTS AS SHOWN HEREON;

FOR OVERHEAD INSTALLATIONS, THE GRANTEE SHALL HAVE THE RIGHT TO INSTALL SERVICES, GUY WIRES AND ANCHORS, WHICH SHALL EXTEND FROM THE POLE(S) IN THE ABOVE DESCRIBED POLE LINE NOW, OR IN THE FUTURE, OR AS DEEMED NECESSARY. THE RIGHT TO TRIM AND KEEP TRIMMED ANY TREE THAT MAY INTERFERE WITH OR ENDANGER ELECTRIC LINES. GRANTEE AGREES THAT NO BUILDING, OBSTRUCTION OR IMPEDIMENT SHALL BE PLACED WITHIN 25 FEET MEASURED HORIZONTALLY OR WITHIN 25 FEET MEASURED VERTICALLY OF THE CONDUCTORS ON THE ABOVE DESCRIBED POLE LINE.

FOR UNDERGROUND INSTALLATIONS, FINAL GRADE AND PROPERTY PINS RELATED TO SAID RIGHT-OF-WAY SHALL BE ESTABLISHED PRIOR TO THE INSTALLATION OF OHIO EDISON FACILITIES. THE GRANTEE SHALL DO ALL TRENCHING AND BACKFILLING. THE EXCAVATION OF SAID TRENCH BY GRANTEE SHALL NOT BE STARTED UNTIL OHIO EDISON'S ENGINEERING SECTION HAS STAKED THE TRENCH CENTERLINE AND ARRANGEMENTS HAVE BEEN MADE WITH OHIO EDISON'S CONSTRUCTION CREWS TO SCHEDULE THEIR WORK COINCIDENT WITH THE TRENCH EXCAVATION. THE TRENCH SHALL HAVE A MINIMUM DEPTH OF THREE (3') FEET BELOW FINAL GRADE AND THE BACKFILLING SHALL BE DONE IN A MANNER NOT TO ADVERSELY AFFECT THE INTEGRITY OF THE UNDERGROUND CABLE. THE TRENCHING AS PROVIDED BY THE GRANTEE SHALL ESTABLISH SAID EASEMENT AS FINAL.

IN ADDITION TO SAID EASEMENT AND RIGHT OF WAY THE FOLLOWING RIGHTS ARE HEREBY GRANTED TO OHIO EDISON COMPANY:

- 1) TO INSTALL, CONSTRUCT, INSPECT, OPERATE, REPLACE, REPAIR, PATROL, MAINTAIN AND REMOVE IN, UNDER AND ALONG SAID RIGHT OF WAY ACROSS SAID PREMISES SUCH CABLES, WIRES, PIPES, CONDUITS, SERVICE PEDESTALS, ABOVE-SURFACE AND SUB-SURFACE TRANSFORMERS, TRANSFORMER PADS, SERVICE HAND-HOLES AND OTHER USUAL FIXTURES AND APPURTENANCES AS MAY BY GRANTEE BE DEEMED NECESSARY OR BECOME NECESSARY FOR OR IN CONNECTION WITH THE UNDERGROUND DISTRIBUTION OF ELECTRIC CURRENT, INCLUDING COMMUNICATION FACILITIES;
- 2) TO ENTER AND PASS ON, OVER AND ACROSS ANY PART OF SAID LOT(S) WHEN REASONABLY NECESSARY FOR ACCESS TO AND FROM SAID RIGHT OF WAY, AND TO USE THE PREMISES PARALLEL TO AND ADJOINING THE BOUNDARIES OF SAID RIGHT OF WAY FOR PILING DIRT AND FOR THE OPERATION OF APPARATUS, APPLIANCES AND EQUIPMENT IN EXERCISING ANY OF ITS RIGHTS ENUMERATED HEREIN;
- 3) TO TRIM, CUT AND REMOVE AT ANY AND ALL TIMES ANY TREES, LIMBS, ROOTS, UNDERBRUSH OR OTHER OBSTRUCTIONS WITHIN OR NEAR SAID RIGHT OF WAY WHICH MAY IN THE JUDGMENT OF THE GRANTEE INTERFERE WITH, LIMIT ACCESS TO OR ENDANGER TRANSFORMERS, SERVICE PEDESTALS, CABLES OR THEIR APPURTENANCES, OR THEIR EFFICIENT OPERATION;
- 4) TO INSTALL, CONSTRUCT, INSPECT, OPERATE, REPLACE, REPAIR, PATROL, MAINTAIN AND REMOVE IN, UNDER AND ALONG SAID RIGHT OF WAY AND WITHIN THE STREET LIMITS CABLES, WIRES, PIPES, CONDUITS, STREET LIGHT STANDARDS AND OTHER USUAL FIXTURES AND APPURTENANCES AS MAY BY GRANTEE DEEMED NECESSARY OR BECOME NECESSARY FOR OR IN CONNECTION WITH THE OPERATION OF STREET LIGHTS.

GRANTOR RESERVES THE RIGHT TO USE THE RIGHT OF WAY AREA, BUT ONLY FOR THE PURPOSE OF PLANTING GRASS, FLOWERS AND ORNAMENTAL SHRUBBERY AND SUBJECT TO GRANTEE'S RIGHTS ENUMERATED HEREIN. IN THE EVENT GRANTEE DIGS UP THE RIGHT OF WAY OR A PORTION THEREOF, OR OTHERWISE USES THE RIGHT OF WAY FOR ANY OF THE PURPOSES HEREIN ENUMERATED, WHICH REQUIRES THE REMOVAL OF SAID FLOWERS OR SHRUBBERY, GRANTEE SHALL EXERCISE ORDINARY CARE IN REMOVING AND REPLANTING THEM BUT WILL NOT ASSURE THE CONTINUED LIFE OF THE FLOWERS OR SHRUBBERY SO REMOVED AND REPLANTED.

THE EASEMENT AND RIGHTS HEREIN GRANTED ARE SUBJECT TO THE EQUAL RIGHTS OF OTHER UTILITIES IN THAT PORTION OF SAID EASEMENT ALLOTTED FOR UTILITY PURPOSES.

MICHAEL MINIEA, MANAGING MEMBER

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SS:

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED SEASONS ROAD INDUSTRIAL PROPERTY, LLC, AN OHIO LIMITED LIABILITY COMPANY BY MICHAEL MINIEA, ITS MANAGING MEMBER, WHO ACKNOWLEDGED THAT HE DID SIGN THE FOREGOING INSTRUMENT, AND THAT THE SAME WAS HIS FREE ACT AND DEED INDIVIDUALLY AND IN SUCH CAPACITY, AND THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT \_\_\_\_\_, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC  
PRINT NAME: \_\_\_\_\_

RELEASE OF OHIO EDISON EASEMENTS

THE OHIO EDISON COMPANY, AN OHIO CORPORATION, HEREBY RELEASES ITS ELECTRIC EASEMENTS RIGHTS AS GRANTED IN EASEMENT DOCUMENTS RECORDED IN VOLUME 6020, PAGE 168 OF SUMMIT COUNTY RECORDS, VOLUME 6020, PAGE 168 OF SUMMIT COUNTY RECORDS, VOLUME 4948, PAGE 546 OF SUMMIT COUNTY RECORDS, VOLUME 3509, PAGE 557 OF SUMMIT COUNTY RECORDS, AND O.R. 157, PAGE 933 OF SUMMIT COUNTY RECORDS, AND ACCEPTS THE NEW LOCATION AS MORE ACCURATELY DEFINED IN EASEMENTS "A", "B" AND "C" AS SHOWN ON THIS SHEET.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

MAP TO ACCOMPANY  
LEGAL DESCRIPTION  
ELECTRIC EASEMENT C  
TO OHIO EDISON CO.

