

## **UTILITY EASEMENT AGREEMENT**

THIS UTILITY EASEMENT AGREEMENT (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF HUDSON**, an Ohio municipal corporation, whose mailing address is 1140 Terex Road, Hudson, Ohio 44236 (“City”), and the **BOARD OF EDUCATION OF THE HUDSON CITY SCHOOL DISTRICT**, an Ohio school district organized pursuant to the Constitution and laws of the State of Ohio (the “Board”), whose mailing address is 2400 Hudson Aurora Road, Hudson, Ohio 44236

### **RECITALS:**

A. The Board is the fee simple owner of that certain real property located in the City of Hudson, County of Summit, and State of Ohio, and more particularly described on Exhibit A attached hereto and made a part hereof (the “Property”);

B. The Board has agreed to grant to the City and its respective Permittees, a perpetual non-exclusive utility easement, over, under, and across a portion of the Property described in Exhibit B and depicted in Exhibit C and as more fully set forth in this Agreement. The term “Permittees” shall refer to and include all employees, officers, agents, representatives, visitors, and licensees of the City;

NOW, THEREFORE, in consideration of the foregoing, the execution of this Agreement by the parties hereto, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is agreed as follows:

1. **Recitals.** The Recitals above are incorporated into the body of this Agreement by this reference.

2. **Grant of Perpetual Utility Easement.** The Board hereby grants to the City a perpetual non-exclusive utility easement (the “Utility Easement”) for use by the City, and its Permittees, over, under, and across the portion of the Property as described in Exhibit B and depicted in Exhibit C for the purpose of installing, constructing, maintaining, operating, connecting to, repairing, and/or replacing utilities (including electric, water, telephone, and other

telecommunications and/or communications facilities (including broadband internet and other similar communications facilities).

**3. Maintenance; No Liens.**

(a) In the event that the City disturbs any part of the Property or any improvements thereon in connection with the exercise of the City's rights hereunder, the City shall restore the land or improvements affected thereby substantially to the condition existing prior to the time of such disturbance at the City's sole expense, normal wear and tear excepted.

(b) Any work performed by the City on the Property as a result of the obligations of Section 3(a) above, shall be subject to the Board's prior written consent, which shall not be unreasonably withheld, and shall be performed at a mutually agreed upon time in a lien-free, good and workmanlike manner and in accordance with the requirements of all applicable government ordinances, codes, regulations and laws. In the event any mechanic's or materialman's lien is filed against the Property in connection with work for or on behalf of the City, then the City shall, within thirty (30) days after notice of filing, cause the same to be discharged of record.

**4. Non-Interfering Uses; Non-Exclusive Use.** The Utility Easement is subject to the continuing right vested in the Board to use any portion above, on, below, or around the Property, so long as such use does not interfere with the use of the Utility Easement by the City for its intended purpose.

**5. Liability Insurance.** The City must, at all times, require its contractors or any other parties performing work on behalf of the City on the Property to be insured with a broad form policy of liability insurance, which, initially, must be in the amount of at least \$2,000,000.00, single limit, for bodily injuries, disease, illness and/or death, and for injury to or destruction of property, in or about, or arising from such work, and the Board must be included as additional insured under such insurance coverage.

**6. Covenants Running with the Land.**

(a) Binding Nature. Every obligation of this Agreement shall run with the land and shall be binding upon the Board and its successors and assigns and shall inure to the benefit of the City and its successors and assigns.

(b) Successors and Assigns. Any transferee of the Property or any portion of the Property shall automatically, by acceptance of the title of the Property or portion thereof, be deemed to be a successor in interest and to have assumed all obligations hereof relating thereto and thereafter accruing. Each transferee of the Property or any part thereof shall be deemed to have assumed the obligations accruing after such transfer imposed on such transferor and such transferor shall upon the completion of such transfer be relieved of all future liability that accrues with respect to the portion of the Property so conveyed.

(c) No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever, it being the intention that this Agreement be for the exclusive benefit of the

City and its Permittees, and that nothing herein, express or implied, shall confer upon any other person any rights or remedies under or by reason of this Agreement, other than transferees who hereafter own any portion of the Property.

(d) **Non-User/Failure to Use.** The parties acknowledge and agree that non-use, or failure of use, of the Utility Easement shall not diminish, impair or extinguish such easement, and Board agrees to never bring an action or claim to terminate the Utility Easement based on or sounding in non-use, failure to use, or similar grounds, and that the provisions of this subsection (d) shall constitute an absolute bar and defense to any such claim.

7. **Amendments.** This Agreement may be amended, modified, terminated or waived (in whole or in part) only by a declaration or agreement in writing, executed and acknowledged between the parties and duly recorded in the office of the County Recorder of Summit County, Ohio.

8. **No Partnership.** Nothing herein contained shall be construed as a partnership agreement or as to constitute the parties as partners with respect to the conduct and operation of the Property and Utility Easement or to establish a principal and agent relationship between the parties or to constitute or be a joint venture.

9. **Notices.** All notices and demands herein required shall be in writing and shall be deemed properly given if sent by recognized overnight service, or registered or certified mail, return receipt requested, and addressed to the parties at the addresses provided above. Each Owner may change the address to which notices to it are to be sent by notice to the other. Every notice and demand shall be deemed to have been given one (1) business day after deposit with a recognized overnight service, or three (3) days after it shall have been deposited by registered or certified mail, properly addressed as aforesaid, postage prepaid, in the United States mail.

10. **Entire Agreement.** This Agreement and the exhibits hereto contain the entire agreement between the parties regarding the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in their entirety by this Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party.

11. **Counterparts.** This Agreement may be executed in any one or more counterparts, each of which, when so executed, shall be deemed an original, and all such counterparts together shall constitute the same instrument. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof.

12. **Incorporation by Reference.** Each Exhibit referenced herein and is attached hereto and is incorporated herein by such reference as if fully rewritten herein.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

**CITY OF HUDSON,**  
an Ohio municipal corporation,

\_\_\_\_\_  
Thomas J. Sheridan, City Manager

STATE OF OHIO            )  
                                  )SS:  
COUNTY OF SUMMIT    )

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Thomas J. Sheridan, known to me to be the City Manager of the **CITY OF HUDSON**, an Ohio municipal corporation, who executed the foregoing instrument for and on behalf of said City being thereunto duly authorized and that the same is her free act and deed and the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Approved as to Form:

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Marshal M. Pitchford, City Solicitor

**BOARD OF EDUCATION OF THE HUDSON CITY SCHOOL DISTRICT**, an Ohio school district organized pursuant to the Constitution and laws of the State of Ohio,

\_\_\_\_\_  
David Zuro, President

\_\_\_\_\_  
Phillip D. Butto IV, Treasurer

STATE OF OHIO            )  
                                  )SS:  
COUNTY OF SUMMIT    )

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, David Zuro, President and Phillip D. Butto IV, Treasurer of the **BOARD OF EDUCATION OF THE HUDSON CITY SCHOOL DISTRICT**, an Ohio school district organized pursuant to the Constitution and laws of the State of Ohio, who executed the foregoing instrument for and on behalf of said School District being thereunto duly authorized and that the same is their free act and deed and the free act and deed of said School District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

## EXHIBIT A

### Description of the Property

Situated in the City of Hudson, County of Summit, State of Ohio, and being a part of Original Hudson Township Lots 56, 57, and 67, Township 4 North, Range 10 West, also being all of the parcels as conveyed to Board of Education of Hudson Local School District as recorded in Volume 3110, Page 116, Volume 3500, Page 303, Volume 4131, Page 81, Volume 4130, Page 514, and Page 520, Volume 4131, Page 81, Volume 4439, Page 221, Hudson Local School District as recorded in Volume 5183, Page 370, Board of Education of Hudson Rural School District as recorded in Volume 1128, Page 630, The Board of Education of Hudson Township Rural School District as recorded in Volume 1126, Page 602, Volume 3926, Page 403, and Volume 3926, Page 406, Hudson Township Board of Education as recorded in Volume 1415, Page 242, The Board of Education of Hudson Township Rural School as recorded in Volume 1247, Page 654, The Board of Education of the Hudson City School District as recorded in Document Numbers 56410194 and 56411026 and being further bounded and described as follows:

Commencing at a 1 inch rebar found at the intersection of the centerlines of Aurora Road (60 feet wide) and Hayden Parkway (80 feet wide), thence along the centerline of said Hayden Parkway, S 45°18' 22" E a distance of 460.51 feet, thence S 44° 41' 31" W a distance of 40.00 feet to a Capped Pin "7120" found on the west right of way line of said Hayden Parkway, said Capped pin being the **POINT OF BEGINNING** of the parcel of land hereinafter described:

1. Thence along said west right of way line of Hayden Parkway, S 45° 18' 22" E a distance of 499.96 feet to a point at the northeast corner of Lot 11 of Crown Colony as recorded in Plat Book 91, Page, 49, witnessed by a 5/8 inch rebar found N 61° 24' 28" W at 0.29 feet;
2. Thence along the west line of said Lot 11, S 44° 41' 38" W a distance of 224.24 feet to a point at the southwest corner of said Lot 11 witnessed by a 1 inch Pinch Pipe found N 45° 13' 14" W at 0.78 feet;
3. Thence along the west line of Lot 11 and Lot 10, S 45° 18' 22" E a distance of 158.84 to a rebar set;
4. Thence along the west line of Lot 10 and Lot 9, S 33° 26' 32" E a distance of 84.61 to a point witnessed by a 1 inch Pinch Pipe found N 42° 02' 16" W at 0.87 feet;

5. Thence along the west lines of Lots 9, 8 and 7, S 19° 39' 13" E a distance of 168.68 feet to a point witnessed by a 1 inch Pinch Pipe found N 44° 01' 59" W at 0.91 feet;
6. Thence along the west lines of Lots 7, 6 and 5, S 01° 16' 07" E a distance of 168.68 feet to a point witnessed by a 1 inch Pipe found S 21° 25' 01" E at 0.57 feet;
7. Thence along the west lines of Lots 5, 4, and 3, S 17° 06' 59" W a distance of 168.68 feet to a 5/8 inch rebar found;
8. Thence along the west lines of Lots 3, 2, and 1, S 35° 30' 05" W a distance of 168.68 feet to Capped Pin "7120" found;
9. Thence along the west line of Lot 1, S 44° 41' 38" W a distance of 120.01 feet to a 1 inch Pinch Pipe found at the northwest corner of said Lot 1;
10. Thence along the south line of said Lot 1, S 45° 18' 22" E a distance of 220.00 feet to a 1 inch Pinch Pipe found at the southwest corner of said Lot 1 and on the west right of way line of said Hayden Parkway;
11. Thence along said west right of way line of Hayden Parkway, S 44° 41' 38" W a distance of 222.06 feet to a point;
12. Thence continuing along the said west right of way line of Hayden Parkway, S 44° 42' 57" W a distance of 17.92 feet to a rebar set at the northeast corner of Lot 17 of Evamere Heights No. 1 as recorded in Plat Book 50, Page 18;
13. Thence along the north line of said Lot 17, N 45° 17' 03" W a distance of 220.00 feet to a point witnessed by a 5/8 inch Rebar found S 41° 55' 44" W at 0.35 feet;
14. Thence along the west line of Lots 17, 16, and 15, S 44° 42' 57" W a distance of 386.20 feet to a rebar set at the northwest corner of Lot 15 and the east right of way line of Bicknell Lane (50 feet wide)
15. Thence along the north right of way line of said Bicknell Lane on arc to the right having the following properties:  
Delta = 9° 02' 42"      Radius = 548.69'      Tangent = 43.40'      Length = 86.62'  
Chord Bearing = N 41° 00' 00" W a chord distance of 86.53 feet to a 5/8 inch rebar found;
16. Thence along the west right of way line of said Bicknell Lane, S 00° 26' 08" E a distance of 79.15 feet to a 5/8 inch rebar found;
17. Thence along the south right of way line of said Bicknell Lane on arc to the left having the following properties:  
Delta = 12° 21' 53"      Radius = 598.69'      Tangent = 64.85'      Length = 129.20'  
Chord Bearing = S 48° 47' 47" E a chord distance of 128.95 feet to a capped pin "7120" found;

18. Thence continuing along the south right of way line of said Bicknell Lane, S 54° 58' 42" E a distance of 117.97 feet to a capped pin "7120" found;

19. Thence continuing along the south right of way line of said Bicknell Lane on arc to the right having the following properties:

Delta = 85° 56' 02"    Radius = 20.00'    Tangent = 18.63'    Length = 30.00'

Chord Bearing = S 12° 00' 42" E a chord distance of 27.26 feet to a capped pin "7120" found on the said west right of way line of Hayden Parkway;

20. Thence along the said west right of way line of Hayden Parkway on arc to the right having the following properties:

Delta = 43° 26' 38"    Radius = 613.69'    Tangent = 244.49'    Length = 465.32'

Chord Bearing = S 9° 14' 00" W a chord distance of 454.26 feet to a 5/8 inch rebar found at the northeast corner of Lot 6 of said Evamere Heights No. 1;

21. Thence along the north line of said Lot 6, S 89° 35' 07" W a distance of 189.80 feet to a Capped Pin "7120" found at the northwest corner of said Lot 6;

22. Thence along the west lines of Lots 6, 5, 4, and 3, S 00° 24' 53" E a distance of 374.79 feet to a point at the northwest corner of a parcel conveyed to Laura Seberg as recorded in Document Number 546305267, as witnessed by a 3/4 inch Pipe found S 10° 44' 05" W at 0.32 feet;

23. Thence along the north line of parcels conveyed to Christine Havice as recorded in Document Number 54997939, John C. Funk and Gloria J. Millner as recorded in Official Record 254, Page 940, Mackenzie E. Marshall-Flynn, Trustee as recorded in Document Number 56334003, and Richard C. Organ as recorded in Document Number 55987832, S 89° 35' 33" W a distance of 622.33 feet to a rebar set at the northwest corner of said Richard C. Organ;

24. Thence along the west line of said Richard C. Organ, S 0° 24' 53" E a distance of 295.17 feet to a point at a northwest corner of said Richard C. Organ, witnessed by a 2 1/2 inch Pipe found S 9° 05' 57" W at 0.71 feet;

25. Thence along the north lines of said Richard C. Organ and a parcel conveyed to Beverly J. Howlett, Trustee as recorded in Document Number 54474626, S 89° 35' 28" W a distance of 183.98 feet to a 2 1/2 inch Pipe found at the northwest corner of said Beverly J. Howlett;

26. Thence along the west line of said Beverly J. Howlett, S 00° 31' 45" E a distance of 220.00 feet to the centerline of Streetsboro Road (S.R. 303, 60 feet wide) and the southwest corner of said Beverly J. Howlett, passing over a 2 1/2 inch pipe found on the north right of way line of said Streetsboro Road at 190.00 feet;

27. Thence along the centerline of Streetsboro Road, S 89° 35' 28" W a distance of 54.49 feet to the southeast corner of a parcel conveyed to Jason John and Stephanie A. Vacula as recorded in Document Number 56237709;



28. Thence along the east line of said Jason John and Stephanie A. Vacula, N 00° 34' 45" W a distance of 220.00 feet to a rebar set at the northeast corner of said Jason John and Stephanie A. Vacula, passing over the north right of way line of said Streetsboro Road at 30.00 feet, witnessed by a 2 1/2" pipe in concrete found S 33° 57' 35" E at 0.37 feet;

29. Thence along the north line of said Jason John and Stephanie A. Vacula, and a parcel conveyed to Ruth E. Philabaum as recorded in Volume 124, Page 246, S 89° 35' 28" W a distance of 191.00 feet to a rebar set at the northwest corner of said Ruth E. Philabaum and the east line of a parcel conveyed to Jeffrey Williams as recorded in Document Number 55414138, witnessed by a 1 inch bar found N 0° 30' 32" W at 3.33 feet;

30. Thence along the east line of said Jeffrey Williams, and parcels conveyed to Virginia R. Frazier as recorded in Document Number 54622347, Norman M. and Mary Kay Powers as recorded in Document Number 56029330, John F. Morse III, Trustee as recorded in Document Number 54115958, Susan E. Gaspar as recorded in Document Number 56304847, Cynthia A. Nygaard as recorded in Document Number 56244685, Lawrence E. Schmidt and Margaret M. Grennan as recorded in Document Number 54253449, and the east right of way line of Elm Street (60 feet wide), N 00° 30' 32" W a distance of 538.04 to a rebar set on the centerline of said Elm Street;

31. Thence along said east right of way line of said Elm Street, and a parcel conveyed to Christopher S. and Hilary F. Riker as recorded in Document Number 56236436, N 0° 28' 33" W a distance of 245.18 feet to a rebar set at the northeast corner of said Christopher S. and Hilary F. Riker;

32. Thence along the north line of said Christopher S. and Hilary F. Riker, and parcels conveyed to Barbra K. Hanna Trustee as recorded in Official Record 1191, Page 310, Kieth Lewis as recorded in Document Number 55894221, William V. Evans Jr. as recorded in Document Number 55562798, and Susan J. McCutcheon as recorded in Document Number 56045610, S 89° 41' 22" W a distance of 389.00 feet to a rebar set at the northwest corner of said Susan J. McCutcheon and the northeast corner of Lot 29 of Chamberlain Allotment as recorded in Plat Book 3, Page 12;

33. Thence along the north line of said Chamberlain Allotment, S 89° 50' 52" W a distance of 589.23 feet to the northwest corner of Lot 13 and the northeast corner of Lot 11 of said Chamberlain Allotment, witnessed by a 1 1/2 inch pipe found N 2° 43' 00" W at 0.59 feet;

34. Thence along the west line of said Lot 13 and the east line of said Lot 11, S 0° 10' 13" W a distance of 215.01 feet to a 5/8 inch Pipe (Bent) at the southwest corner of Lot 13, the southeast corner of said Lot 11 and the north right of way line of said Elm Street;

35. Thence along the north right of way line of said Elm Street and the south line of said Lot 11, S 89° 46' 06" W a distance of 46.00 feet to a 5/8 inch rebar found at the southeast corner of a parcel conveyed to Joseph A. & Laurie A. Moreno as recorded in Document Number 56084519;

36. Thence along the east line of said Joseph A. & Laurie A. Moreno and through said Lot 11,

N 0° 10' 13" E a distance of 215.07 feet to a rebar set at the northeast corner of said Joseph A. & Laurie A. Moreno and the north line of said Lot 11;

37. Thence along the north line of said Lot 11, 9, and 7, and the north line of a parcel conveyed to Adam and Laura G. Leff as recorded in Document Number 55806711, S 89° 50' 52" W a distance of 181.65 feet to a rebar set a southeast corner of said Adam and Laura G. Leff;

38. Thence along the east line of said Adam and Laura G. Leff, N 00° 10' 13" E a distance of 105.00 feet to a capped pin found that is not legible at the northeast corner of said Adam and Laura G. Leff;

39. Thence along the north line of said Adam and Laura G. Leff, N 89° 45' 47" W a distance of 165.00 feet to the east right of way line of Oviatt Street (60 feet wide) and the northwest corner of said Adam and Laura G. Leff, witnessed by a 1 inch square bar found S 79° 06' 00" W at 0.80 feet;

40. Thence along the east right of way line of said Oviatt Street, N 00° 13' 09" E a distance of 217.55 feet to the southwest corner of a parcel conveyed to James G. Rodstrom and Carrie Wert as recorded in Document Number 55321227, witnessed by a 5/8 inch Pipe found N 88° 47' 43" W at 1.18 feet;

41. Thence along the south line of said James G. Rodstrom and Carrie Wert, N 89° 52' 12" E a distance of 356.50 feet to a rebar set at the southeast corner of said James G. Rodstrom and Carrie Wert, witnessed by a capped pin "7120" found N 19° 40' 18" E at 3.37 feet;

42. Thence along the east line of said James G. Rodstrom and Carrie Wert, N 00° 02' 01" W a distance of 111.10 feet to a 5/8 inch pipe found at a northeast corner of said James G. Rodstrom and Carrie Wert;

43. Thence along the north line of said James G. Rodstrom and Carrie Wert, N 89° 22' 21" W a distance of 97.67 feet to a 5/8 inch pipe found at a northeast corner of said James R. & Beth Anne Tuttle;

44. Thence along the northeast line of said James G. Rodstrom and Carrie Wert, N 33° 33' 31" W a distance of 81.62 feet to a 5/8 inch rebar found at the southeast corner of a parcel conveyed to Linda Sue and William Lewis Morris III as recorded in Document Number 56262827 and the southwest corner of a parcel conveyed to Scott A. and Laura A. Honnold as recorded in Document Number 55548647;

45. Thence along the south lines of said Scott A. and Laura A. Honnold, and parcels conveyed to Phillip C. and Rebecca A.B. Leiter as recorded in Official Record 1851, Page 1288 and Diane and Todd Silverman as recorded in Document Number 55561639, N 56° 57' 21" E a distance of 214.50 feet to a rebar set at the southeast corner of said Diane and Todd Silverman and the southwest corner Lot 1 of Property Subdivision as recorded in Plat Book 102, Page 44;

46. Thence along the south line of Lot 1 and Lot 2 of said Property Subdivision, N 63° 04' 41" E

a distance of 182.84 feet to a rebar set at the southeast corner of said Lot 2 and the southwest corner of a parcel conveyed to Richard J. and Deana D. Boyages as recorded in Document Number 55463290;

47. Thence along the south line of said Richard J. and Deana D. Boyages, N 56° 56' 00" E a distance of 60.08 feet to a 1 inch bar found at the southeast corner of said Richard J. and Deana D. Boyages and the southwest corner of a parcel conveyed to William E. Cloyd and Marissa R. Oxenrider as recorded in Document Number 56290162;

48. Thence along the south lines of said William E. Cloyd and Marissa R. Oxenrider and parcels conveyed to Eileen Kennedy, Trustee as recorded in Document Number 55383846, David W. and Vicki M. Adams as recorded in Document Number 55492519, S 89° 16' 33" E a distance of 300.16 feet to a rebar set at the southwest corner of Ryan E. and Kathryn A. Morgan as recorded in Document Number 55479533;

49. Thence along the south line of said Ryan E. and Kathryn A. Morgan, N 58° 56' 48" E a distance of 151.00 feet to a mag nail set on the south line of Franklin Street (Private, Common Pleas Court Journal No. 346, Page 174), passing over a Capped Pin "JENSEN 7273" found at 123.50 feet;

50. Thence along the south line of said Franklin Street, N 59° 36' 08" E a distance of 27.50 feet to a rebar set on the west line of a parcel conveyed to Anthony D. and Catherine M. Frammartino as recorded in Document Number 55361506;

51. Thence along the west line of said Anthony D. and Catherine M. Frammartino, S 30° 23' 52" E a distance of 13.31 feet to a 5/8 inch rebar found at the southwest corner of said Anthony D. and Catherine M. Frammartino;

52. Thence along the south line of said Anthony D. and Catherine M. Frammartino and a parcel conveyed to David E. and Heather A. Heller as recorded in Document Number 56215677, N 59° 30' 18" E a distance of 409.84 feet to a 1 inch pipe found at the northeast corner of said David E. and Heather A. Heller and the northwest corner of Lot 11 of Colonial Estates as recorded in Plat Book 58, Page 22;

53. Thence along the west line of said Lot 11, S 33° 06' 25" E a distance of 203.90 feet to a rebar set at the southwest corner of said Lot 11;

54. Thence along the south lines of Lot 11, 10, 9, and 8 of said Colonial Estates, N 89° 32' 43" E a distance of 524.88 feet to a 1 inch pipe found at the southeast corner of said Lot 8;

55. Thence along the east lines of Lots 8, 7, 6, and 5 of said Colonial Estates, N 25° 55' 35" W a distance of 618.33 feet to a rebar set at the northeast corner of said Lot 5 and the south line of a parcel conveyed to John and Regina G. Tobin as recorded in Document Number 55500720, witnessed by a 3 inch pipe found S 35° 57' 00" W at 1.16 feet;

56. Thence along the south line of said John and Regina G. Tobin and parcels conveyed to Nancy Palmer Renner as recorded in Official Record 577, Page 292 and Gavin L. and Stacy A. Gaynor as recorded in Document Number 55969254, N 44° 37' 34" E a distance of 347.74 feet to a 1 inch pipe found at the southeast corner of said Gavin L. and Stacy A. Gaynor, the southwest corner of a parcel conveyed to Lewis Sage and Katherine Sheppard as recorded in Document Number 54323450, and the northwest corner of Bicknell Drive (Private, Plat Book 73, Page 18);
57. Thence along the west line of said Bicknell Drive, S 45° 16' 05" E a distance of 50.00 feet to a rebar set;
58. Thence along the south line of said Bicknell Drive, N 44° 43' 22" E a distance of 184.80 feet to the northwest corner of a parcel conveyed to Mark S. Corr IV and Chistine L. Corr as recorded in Document Number 56189693, witnessed by a capped pin "7120" found S 40° 45' 15" W at 0.36 feet;
59. Thence along the west line of said Mark S. Corr IV and Chistine L. Corr, S 45° 16' 38" E a distance of 200.00 feet to a capped pin "7120" found at the southwest corner of said Mark S. Corr IV and Chistine L. Corr;
60. Thence along the south line of said Mark S. Corr IV and Chistine L. Corr and parcels conveyed to David Cartella and Kimberly Kay Cartella, Co-Trustees of the Cartella Living Trust dated June 4th, 2002 as recorded in Document Number 56408728, Kevin P. and Elizabeth A. Killeen as recorded in Document Number 55101095, and Lot Owners Association of Evamere Lane and Bricknell Drive as recorded in Volume 4876, Page 529, N 44° 41' 37" E a distance of 482.96 feet to a 5/8 inch Pipe found at the southeast corner of said Lot Owners Association of Evamere Lane and Bricknell Drive;
61. Thence along the east lines of said Lot Owners Association of Evamere Lane and Bricknell Drive, a parcel conveyed to James G. and Carolyn R. Howell, Trustees as recorded in Document Number 56197824, land the east line of said Bricknell Drive, N 45° 20' 21" W a distance of 234.75 feet to a 5/8 inch pipe found;
62. Thence along the south line of said Bricknell Drive, N 44° 39' 39" E a distance of 13.00 feet to a 5/8 inch pipe under a tree root at the southeast corner of said Bricknell Drive;
63. Thence along the east line of said Bricknell Drive, N 45° 20' 21" W a distance of 25.00 feet to the south line of a parcel conveyed to George and Tina Schmutz as recorded in Document Number 56207939, witnessed by a 5/8 inch pipe found N 71° 43' 47" W at 0.32 feet;
64. Thence along the south line of said George and Tina Schmutz, N 44° 42' 26" E for a distance of 100.00 feet to a rebar set on the west line of said Lot 3 of Evamere Heights Subdivision Number 3;

65. Thence along the west line of said Lot 3, S 45° 20' 21" E for a distance of 40.00 feet to a 5/8 inch pipe found at the southwest corner of said Lot 3

66. Thence along the south line of said Lot 3, N 44° 42' 26" E a distance of 280.53 feet to The Point of Beginning and containing 92.3697 acres (4,023,623 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record. The above description prepared by Steven L. Mullaney, P.S. 7900 of Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, and based on a survey made in September of 2018.

All bearings referred to herein, are relative to grid north of the Ohio State Plane Coordinate System, North Zone, NAD83 (2011), as determined from GNSS measurements tied to the Ohio Department of Transportation's VRS system.

All rebar set are 5/8 inch diameter by 30 inch long rebar with cap marked "GPD".

**EXHIBIT B**

Description of the Utility Easement

### UTILITY EASEMENT

Situated in the City of Hudson, County of Summit, State of Ohio, and being a part of Original Hudson Township Lots 56 and 57, Township 4 North, Range 10 West, being a part of a parcel conveyed to The Board of Education of the Hudson City School District as recorded in Document Number 56431465 and being further bounded and described as follows:

Commencing at a Capped Pin "JENSEN 7273" found at the southeast corner of a parcel conveyed to Ryan E. and Kathryn A. Morgan as recorded on Document Number 55479533 and the southwest corner of Franklin Street (Private, Common Pleas Court Journal No. 346, Page 174), thence on the south line of said Franklin Street, N 58° 56' 48" E a distance of 27.50 feet, thence on the south line of said Franklin Street, N 59° 36' 08" E a distance of 1.38 feet to the **POINT OF BEGINNING** of the parcel of land hereinafter described:

1. Thence on the south line of said Franklin Street, S 59° 36' 08" W for a distance of 20.00 feet;
2. Thence S 31° 00' 27" E for a distance of 214.62 feet;
3. Thence S 75° 37' 43" E for a distance of 17.39 feet;
4. Thence N 59° 22' 17" E for a distance of 369.56 feet;
5. Thence N 81° 52' 17" E for a distance of 83.33 feet;
6. Thence S 86° 52' 43" E for a distance of 137.84 feet;
7. Thence S 52° 26' 33" E for a distance of 65.59 feet;
8. Thence S 37° 33' 27" W for a distance of 50.58 feet;
9. Thence S 07° 54' 50" W for a distance of 175.12 feet;
10. Thence S 14° 22' 17" W for a distance of 284.57 feet;
11. Thence S 36° 52' 17" W for a distance of 230.29 feet;
12. Thence S 48° 07' 17" W for a distance of 95.87 feet;
13. Thence S 03° 07' 17" W for a distance of 304.77 feet;
14. Thence S 89° 31' 27" W for a distance of 48.67 feet to the east right of way line of Elm Street (60' feet wide);
15. Thence on the east right of way line of said Elm Street, N 00° 30' 32" W for a distance of 15.31 feet to a capped pin "GPD" found;
16. Thence on the east right of way line of said Elm Street, N 00° 28' 33" W for a distance of 4.69 feet;
17. Thence N 89° 31' 27" E for a distance of 15.71 feet;
18. Thence N 48° 07' 17" E for a distance of 20.03 feet;
19. Thence N 03° 07' 17" E for a distance of 241.73 feet;
20. Thence N 89° 59' 12" W for a distance of 152.09 feet;
21. Thence S 44° 41' 22" W for a distance of 21.22 feet to the north line of a parcel conveyed to Barbara K. Hanna, Trustee as recorded in Official Record 1191, Page 310;
22. Thence on the north line of said Barbara K. Hanna, S 89° 41' 22" W for a distance of 10.00 feet;
23. Thence N 00° 00' 48" E for a distance of 35.15 feet;

24. Thence S 89° 59' 12" E for a distance of 145.21 feet;
25. Thence N 69° 04' 03" E for a distance of 23.37 feet;
26. Thence N 48° 07' 17" E for a distance of 118.45 feet;
27. Thence N 36° 52' 17" E for a distance of 179.63 feet;
28. Thence N 25° 37' 17" E for a distance of 87.71 feet;
29. Thence N 14° 22' 17" E for a distance of 234.61 feet;
30. Thence N 03° 07' 17" E for a distance of 215.55 feet;
31. Thence N 41° 52' 43" W for a distance of 21.36 feet;
32. Thence N 86° 52' 43" W for a distance of 111.77 feet;
33. Thence S 81° 52' 17" W for a distance of 77.38 feet;
34. Thence S 59° 22' 17" W for a distance of 373.87 feet;
35. Thence N 75° 37' 43" W for a distance of 33.88 feet;
36. Thence N 31° 00' 27" W for a distance of 223.04 feet to The Point of Beginning and containing 1.1059 acres (48,173 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record. The above description was prepared under the supervision of Steven L. Mullaney, P.S. 7900 of Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, and based on a survey made in September of 2018.

All bearings referred to herein, are relative to grid north of the Ohio State Plane Coordinate System, North Zone, NAD83 (2011), as determined from GNSS measurements tied to the Ohio Department of Transportation's VRS system.

Glaus, Pyle, Schomer, Burns & DeHaven, Inc.  
dba GPD Group



*Steven L. Mullaney* 03/18/19  
Steven L. Mullaney, P.S. 7900



**EXHIBIT C**

Depiction of the Utility Easement

[attached]



**GPD GROUP®**

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EASEMENT  
EXHIBIT  
HUDSON, OHIO

Referenced Drawing: 2018098.00  
ADD / PR / ASI / RFI #:  
Date: 2/22/2019  
Sketch #: 1 of 2

**EXHIBIT**  
CITY OF HUDSON  
COUNTY OF SUMMIT  
STATE OF OHIO

LINE		
LINE	LENGTH	DIRECTION
L1	27.50	N 58° 56' 48" E
L2	1.38	N 59° 36' 08" E
L3	20.00	S 59° 36' 08" W
L4	214.62	S 31° 00' 27" E
L5	17.39	S 75° 37' 43" E
L6	369.56	N 59° 22' 17" E
L7	83.33	N 81° 52' 17" E
L8	137.84	S 86° 52' 43" E
L9	65.59	S 52° 26' 33" E
L10	50.58	S 37° 33' 27" W
L11	175.12	S 7° 54' 50" W
L12	284.57	S 14° 22' 17" W
L13	230.29	S 36° 52' 17" W

LINE		
LINE	LENGTH	DIRECTION
L14	95.87	S 48° 07' 17" W
L15	304.77	S 3° 07' 17" W
L16	48.67	S 89° 31' 27" W
L17	15.31	N 0° 30' 32" W
L18	4.69	N 0° 28' 33" W
L19	15.71	N 89° 31' 27" E
L20	20.03	N 48° 07' 17" E
L21	241.73	N 3° 07' 17" E
L22	152.09	N 89° 59' 12" W
L23	21.22	S 44° 41' 22" W
L24	10.00	S 89° 41' 22" W
L25	35.15	N 0° 00' 48" E
L26	145.21	S 89° 59' 12" E

LINE		
LINE	LENGTH	DIRECTION
L27	23.37	N 69° 04' 03" E
L28	118.45	N 48° 07' 17" E
L29	179.63	N 36° 52' 17" E
L30	87.71	N 25° 37' 17" E
L31	234.61	N 14° 22' 17" E
L32	215.55	N 3° 07' 17" E
L33	21.36	N 41° 52' 43" W
L34	111.77	N 86° 52' 43" W
L35	77.38	S 81° 52' 17" W
L36	373.87	S 59° 22' 17" W
L37	33.88	N 75° 37' 43" W
L38	223.04	N 31° 00' 27" W

**LEGEND:**

- EXISTING IRON PIN FOUND
- P/L- EXISTING PROPERTY LINE
- R/W- EXISTING RIGHT OF WAY LINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

**OWNERS:**

- ① BARBARA K. HANNA TR.  
O.R. 1191, PG. 310
- ② RYAN E. & KATHRYN MORGAN  
DOC#55479533

**BASIS OF BEARING:**

STATE PLANE GRID NORTH, NAD 83 (2011),  
GEOID 12B, OHIO NORTH ZONE.  
TIED BY GPS TO THE O.D.O.T. VRS.



*Steven L. Mullaney*  
STEVEN L. MULLANEY, OHIO P.S. NO. 7900 03/18/19 DATE



# GPD GROUP®

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## EASEMENT EXHIBIT HUDSON, OHIO

Referenced Drawing:  
2018098.00

Date:  
2/22/2019

ADD / PR / ASI / RFI #:

Sketch #:

2 of 2

