

## **PEDESTRIAN SIDEWALK EASEMENT**

THIS PEDESTRIAN SIDEWALK EASEMENT (“Agreement”) is entered into as of the \_\_<sup>th</sup> day February 2025, by and between **5698 Hudson LLC**, an Ohio limited liability company, whose tax mailing address is 9690 42<sup>nd</sup> Street STE J, Fargo, ND 58104 (“Grantor”) and **The City of Hudson, OHIO**, a municipal corporation, 1140 Terex Road, Hudson, Ohio 44236 (“Grantee”).

### R E C I T A L S:

A. Grantor is the owner of certain land situated in the City of Hudson, Summit County, Ohio, described as Permanent Parcel No. 3010399 (“Premises”); and

B. Grantor desires to grant Grantee a non-exclusive perpetual easement for the maintenance of sidewalks and rights-of-way thereon that will be located on the Premises.

NOW, THEREFORE, for valuable consideration received to the full satisfaction of Grantor and in further consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Grantor, for itself, its heirs, successors, legal representatives and assigns, and upon the terms and subject to the conditions of this Agreement, gives, grants and conveys unto Grantee, its successors, legal representatives and assigns, the right and easement to operate, maintain, repair, inspect and remove sidewalks, together with the right of the general public to enter upon such sidewalks to be located in the easement area depicted on the following exhibits:

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

2. The easement granted hereby includes the right to trim any trees or shrubbery that may hereafter interfere with the operation and/or maintenance of said sidewalk, within the limits of the easement.

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

4. Grantee, and its successors and assigns, shall have the right to do any and all things necessary, proper or incidental to the successful operation and maintenance of a sidewalk. The Grantor, its successors and assigns, and the general public shall have the right to use the easement for purposes consistent with the Grantee's, and its successors and assigns, full enjoyment of the rights herein granted.

5. The consideration herein mentioned includes total compensation for granting the easements and rights-of-way; Grantee, its successors and assigns, shall restore all property to its original condition insofar as practicable, after entering upon said premises for the purpose hereinbefore set forth, including the repair, maintenance, replacement, operation, inspection and maintenance of the sidewalk located within such easements and rights-of-way.

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

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

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

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

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

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

***[Signature Pages Follow]***

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

“Grantor”

5698 Hudson 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 \_\_\_\_\_, as \_\_\_\_\_ of 5698 Hudson LLC, an Ohio limited liability company, on behalf of the company who acknowledged that he did sign the foregoing instrument and that the same was her free act and deed.

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

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

*Signature Page to  
Sidewalk Easement*

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

“Grantee”

CITY OF HUDSON, OHIO

By: \_\_\_\_\_  
Thomas Sheridan, City Manager

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF SUMMIT            )

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

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

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

Approved as to form:

\_\_\_\_\_  
Marshal Pitchford, City Solicitor

This Instrument Prepared By:

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

*Signature Page to  
Sidewalk Easement*

## CONSENT AND SUBORDINATION

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

Sutton Bank

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

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

Its: \_\_\_\_\_

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

Before me, a notary public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Sutton Bank, who acknowledged that he/she did sign the foregoing instrument of his/her own free will in my presence this \_\_\_\_ day of \_\_\_\_\_, 2025. This is an acknowledgment certificate – no oath or affirmation was administered to the signer with regard to the notarial act.

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

**EXHIBIT A-1**  
**Legal Description of Sidewalk Easement**



CONSULTING. ENGINEERING. CONSTRUCTION.

File No. 23005307

Reference: 23001755, DS File No. 10106

January 16, 2025

## LEGAL DESCRIPTION

### Sidewalk Easement

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

Beginning at the intersection of the centerline of Terex Road, of variable width, and the centerline of Darrow Road (State Route 91); thence North 88 degrees 33 minutes 23 seconds West a distance of 776.96 feet along the centerline of Terex Road to a point of inflection therein, said point also being its intersection with the centerline of Hudson Drive, 60 feet wide; thence South 34 degrees 20 minutes 59 seconds West a distance of 143.66 feet along the centerline of said Hudson Drive to the most southerly corner of lands conveyed to the Board of County Commissioners of Summit County, Ohio by deed recorded in Volume 4437, Page 475 of Summit County Records; thence North 55 degrees 34 minutes 48 seconds West a distance of 88.52 feet along the southwesterly line of said Board of County Commissioners lands to the PRINCIPAL PLACE OF BEGINNING of the premises herein described;

Course No. 1: Thence South 89 degrees 18 minutes 31 seconds West a distance of 737.66 feet to a point;

Course No. 2: Thence North 00 degrees 41 minutes 29 seconds West a distance of 4.00 feet to a point on the southerly line of the aforementioned Terex Road, said point also being located on the southerly line of lands conveyed to the Board of County Commissioners of Summit County, Ohio by deed recorded in Volume 4428, Page 168 of Summit County Records;

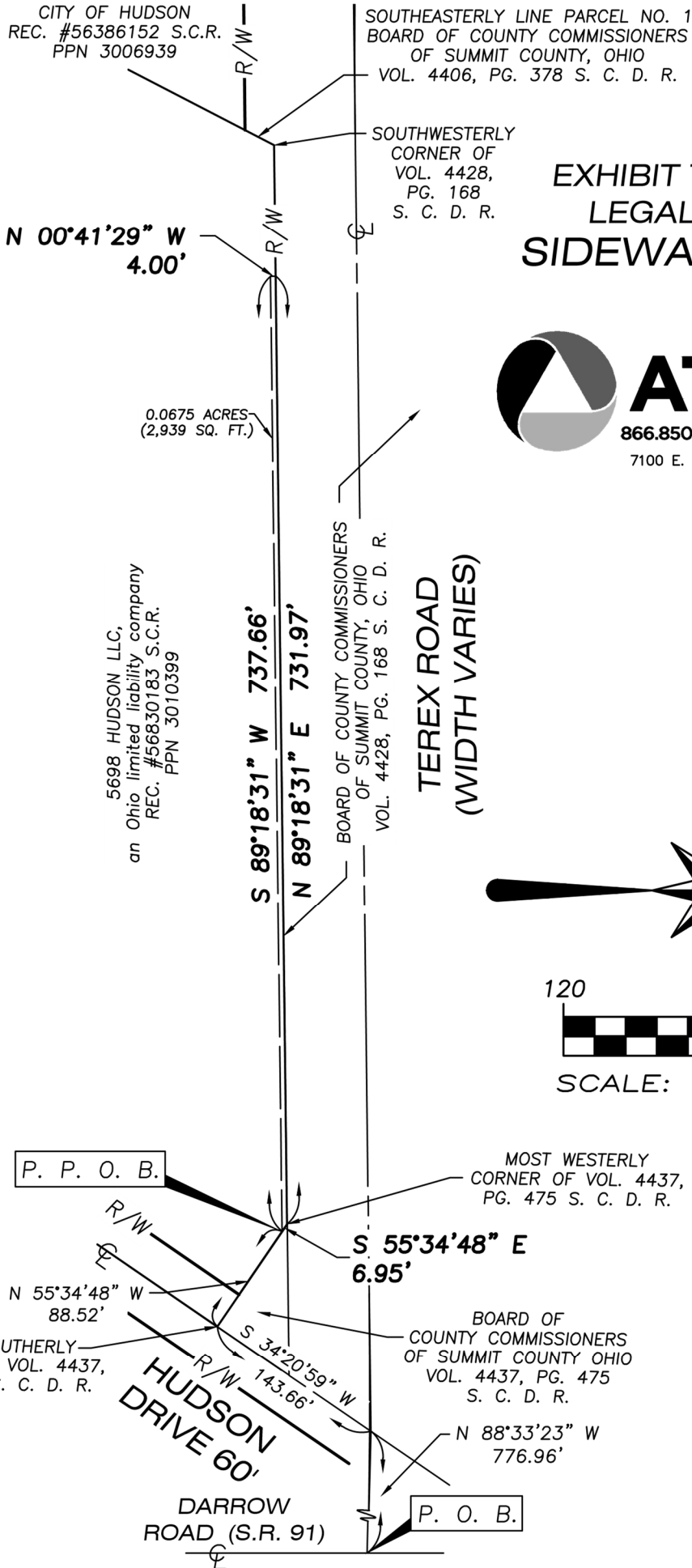
Course No. 3: Thence North 89 degrees 18 minutes 31 seconds East a distance of 731.97 feet along a southerly line of said Terex Road, also being a southerly line of said Board of County Commissioners lands, to the most westerly corner of the Board of County Commissioners lands by the aforementioned Volume 4437, Page 475;

Course No. 4: Thence South 55 degrees 34 minutes 48 seconds East along a southwesterly line of said Terex Road, also being the southwesterly line of said Board of County Commissioners lands, a distance of 6.95 feet to the Principal Place of Beginning containing 0.0675 acres or 2,939 square feet of land, as surveyed by David M. Harmath, Professional Land Surveyor No. 7886 of Atwell, LLC on January 16, 2024.

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

**EXHIBIT A-2**  
**Survey of Sidewalk Easement Area**





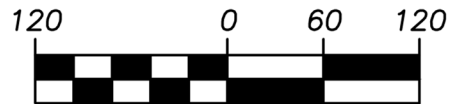
# EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION SIDEWALK EASEMENT



## ATWELL

866.850.4200 [www.atwell-group.com](http://www.atwell-group.com)

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



SCALE: 1" = 120'

JANUARY 16, 2025

**FILE No. 23005307**

REFERENCE: DS FILE No. 10106

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