

HUDSON STATION
AMENDED AND RESTATED
RECIPROCAL EASEMENT AGREEMENT

CHICAGO TITLE INSURANCE CO.
ORDER NO. 504131110
Accom

THIS HUDSON STATION AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made at Hudson, Ohio effective this 23rd day of September, 2013, by and among Reveille I LLC, an Ohio limited liability company, whose mailing address is Hudson Station, Suite 3, 5 Atterbury Boulevard, Hudson, Ohio 44236 (hereinafter called "Reveille I"), Reveille II LLC, an Ohio limited liability company, whose mailing address is Hudson Station, Suite 3, 5 Atterbury Boulevard, Hudson, Ohio 44236 (hereinafter called "Reveille II") and Reveille IV LLC, an Ohio limited liability company, whose mailing address is Hudson Station, Suite 3, 5 Atterbury Boulevard, Hudson, Ohio 44236 (hereinafter called "Reveille IV").

WHEREAS, Reveille I previously acquired the Phase I Parcel A of real property in the project commonly known as "Hudson Station" in Hudson, Ohio ("Hudson Station"), as said parcel is legally described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter called the "Phase I Parcel A");

WHEREAS, Reveille II previously acquired the Phase II Parcel B-1 of real property in Hudson Station, as said parcel is legally described in Exhibit "B" attached hereto and by this reference made a part hereof (hereinafter called the "Phase II Parcel B-1");

WHEREAS, Reveille IV has recently acquired from Reveille II the Phase II Parcel B-2 of real property in Hudson Station, as said parcel is legally described in Exhibit "C" attached hereto and by this reference made a part hereof (hereinafter called the "Phase II Parcel B-2");

WHEREAS, Reveille I and Reveille II previously entered into that certain "Hudson Station Reciprocal Easement Agreement", dated May 19, 2008, filed of record on March 16, 2010 in the Summit County Recorder's Office as Document No. 55687606, providing for development of their respective said parcels as part of the unified Hudson Station development pursuant to a "Master Site Plan" attached thereto; and,

WHEREAS, Reveille IV has recently acquired the Phase II Parcel B-2 and so the parties desire to amend, restate and replace said original reciprocal easement agreement to replace the previous Master Site Plan with a new plan, dated June 6, 2013, a copy of which is attached hereto as Exhibit "D" and by

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this reference made a part hereof (hereinafter called the "Revised Master Site Plan") and to further define their respective rights and responsibilities as neighbors;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereby agree as follows:

Definitions

1. As used herein, the term "Common Areas" shall mean all areas shown on the Revised Master Site Plan on each party's said respective parcel outside of buildings thereon including, without limitation, parking areas, sidewalks, landscaped areas, patios, malls, streets, roadways, service areas and curbs provided for the non-exclusive use of owners, occupants, employees, agents, customers, licensees and invitees of any said parcel with the following exceptions applicable only to condominiums located on Reveille II's Phase II Parcel B-1. The parties acknowledge and agree that Reveille II's said parcel is intended to be developed as a residential condominium (the "Condominium") and, as part of the Condominium, and pursuant to the Ohio Condominium Act, there will be created thereon both "Common Areas" ("Condominium Common Areas") and "Limited Common Areas", the latter of which are reserved for the exclusive use of particular unit owners ("Condominium Limited Common Areas"). This Agreement contains specific terms with respect to the Condominium Common Areas and the Condominium Limited Common Areas that, where specified, supersede more general referring only to "Common Areas".

2. As used herein, the term "Shopping Center" shall mean Reveille I's Phase I Parcel A and Reveille IV's Phase II Parcel B-2, that wrap around the Condominium and are currently operated as retail, office and restaurants.

Grant of Reciprocal Easements

3. The parties each hereby grant to the other a non-exclusive, irrevocable easement for all existing utilities and related facilities depicted on the Revised Master Site Plan or as otherwise have been, or may be, actually constructed, including all utility lines, wires, pipes, conduits, electric meter sockets, sanitary sewers and storm drainage lines into, upon and over any and all portions of their respective parcels; provided, however, that none of the utility easements granted by this Agreement are intended, nor shall be construed, to create any rights in or for the benefit of the general public.



4. The utility easements shall include the right to replace, repair and maintain all said the lines, conduits and facilities. The utilities shall be installed with the least possible interference with the use of the improvements constructed on the respective parcels and any party making a replacement or repair shall promptly restore all surface conditions as closely as practicable to their former condition. All utility lines, conduits and facilities shall be buried beneath the surface of the ground according to standard engineering practice for underground lines, conduits and facilities.

5. Each party agrees that if there are utilities or facilities to serve the parcel of another party on its parcel, those utilities or facilities shall be kept and maintained in good order, condition and repair by the party on whose parcel the portion of the utilities or facilities requiring the expenditure shall be located (except to the extent that the utilities or facilities may be operated and maintained by public agencies or utilities) and that the cost shall be borne and paid by the respective parties pro rata based on the relation of the floor area in each building served by the utilities or facilities to the combined floor area of all buildings served by the utilities or facilities.

6. Each party hereby grants to the other: (a) a non-exclusive, irrevocable right-of-way for pedestrian and vehicular traffic access and ingress to, and egress from, the Common Areas located on their respective parcels and the streets, highways and alleys adjacent to and abutting said parcels; (b) the non-exclusive, irrevocable right to use all Common Areas of their respective parcels for the purposes for which they were designed and constructed; and, (c) the non-exclusive, irrevocable right to park automobiles in designated surface parking places on said parcels. This easement shall not extend to any part of the Condominium Limited Common Areas and shall not extend to the driveway depicted on the Revised Master Site Plan providing access behind and between the condominium buildings to the garages of unit owners (the "Condominium Driveway"), said Condominium Driveway being reserved for the exclusive use of the condominium unit owners in accordance with their declaration of condominium, by-laws and rules and regulations.

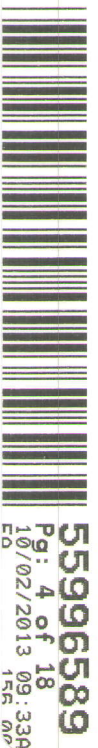
7. Each party agrees to, at its own sole cost and expense, maintain or cause to be maintained all Common Areas located on its parcel (including any landscaping areas within the Atterbury Boulevard public right-of-way but adjacent to its respective parcel as required by any written agreement therefor with the

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City) in good order, condition and state of repair in accordance with then reasonable standards of professional real estate management for properties of comparable type, including, without limitation, keeping the Common Areas in a clean and sanitary condition, properly storing and removing rubbish and litter, removing snow and surface water, and providing security lighting from at least dusk until dawn and resurfacing, striping, marking and repairing all parking areas. The parties hereby delegate to Reveille I, its successors, assigns or designees, each party's respective rights and responsibilities hereunder and agrees to pay to Reveille I, its successors, assigns or designees, each party's respective share of the overall costs of operating the Common Areas as hereinafter provided. The foregoing to the contrary notwithstanding, this delegation by Reveille II shall extend only to the following with respect to the Condominium Common Areas: (a) ground maintenance of the Condominium Common Areas including Condominium Driveway but not repair or replacement of the Condominium Driveway; (b) maintenance of perimeter sidewalks; (c) maintenance of perimeter parking spaces; (d) maintenance and irrigation of perimeter landscaping; and, (e) maintenance and operation of security lighting. The foregoing to the contrary notwithstanding, this delegation by Reveille II shall extend only to the following with respect to the Condominium Limited Common Areas: (a) clearing snow only from front steps of units. Except as specifically stated herein, Reveille II shall remain responsible for maintenance of all Condominium Common Areas and Condominium Limited Common Areas on its parcel.

Each party covenants and agrees to pay to Reveille I, its successors, assigns or designees, that party's share of all annual costs of operating the Common Areas ("Operating Charge"). Once each year, Reveille I, its successors, assigns or designees, shall estimate and notify each party of each party's estimated Operating Charge for the following year. Each party shall pay its Operating Charge in monthly installments, in advance, on or before the first (1st) day of each calendar month as that party's minimum contribution to that party's share. If the total of any party's payments of its estimated Operating Charge for any period is less than the party's actual share for such period, the party shall pay the deficit within ten (10) days after receipt of such notice. In that event, Reveille I, its successors, assigns or designees, shall notify the parties of the actual total costs of operating the Common Areas and the calculation of each party's share.

"Costs of operating the Common Areas" shall mean all



costs of, including appropriate reasonable reserves for operating, insuring, managing, administering, maintaining, repairing, replacing or improving (excluding initial capital improvements such as initial paving, striping and lighting) all Common Areas including, without limitation, lighting, irrigating, cleaning, snow and ice removal, painting, striping, policing, security, fire protection, draining, depreciation of machinery and equipment used in connection with the maintenance thereof, maintaining walls and signs and paved areas, compensation paid to, and all other expenses of, personnel employed in operating the Common Areas and all insurance covering the Common Areas including, without limitation, public liability, fire and extended coverage, workers' compensation, plus an amount equal to ten percent (10%) of the total of all of the foregoing for administration by Reveille I, its successors, assigns or designees.

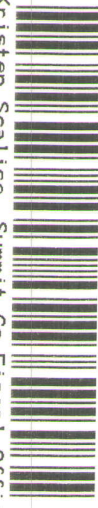
The parties stipulate and agree that their respective shares of the costs of operating the Common Areas shall be:

Reveille I Phase I Parcel A	33.333%
Reveille II Phase II Parcel B-1	33.333%
Reveille IV Phase II Parcel B-2	33.333%
Total	100.0%.

8. Reveille II, and its successor condominium unit owners, shall be solely responsible for real estate taxes and assessments levied on Reveille II's said parcel and the resulting condominium units (which include an undivided interest in the Condominium Common Areas and Condominium Limited Common Areas), as provided by law. In addition, Reveille II, and its successor condominium unit owners, shall pay a share of the real estate taxes and assessment on the Shopping Center which owns real estate adjacent and providing support to the Condominium including, without limitation, roadways. Reveille I and Reveille IV each agree to pay a share of the real estate taxes and assessments on the Shopping Center in proportion to the leaseable square feet of floor area on each party's parcel. The parties hereby delegate to Reveille I, its successors, assigns or designees, each party's respective rights and responsibilities hereunder and agrees to pay to Reveille I, its successors, assigns or designees, each party's respective share of said real estate taxes and assessments as hereinafter provided.

Each party covenants and agrees to pay to Reveille I, its successors, assigns or designees, that party's share of all

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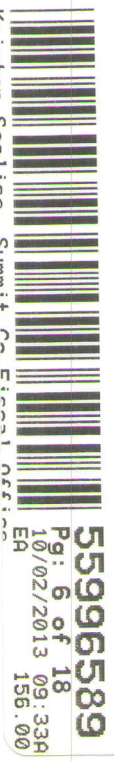
annual costs of real estate taxes and assessments levied on the Shopping Center ("Tax Charge"). Once each year, Reveille I, its successors, assigns or designees, shall estimate and notify each party of each party's estimated Tax Charge for the following year. Each party shall pay its Tax Charge in monthly installments, in advance, on or before the first (1st) day of each calendar month as that party's minimum contribution to that party's share. If the total of any party's payments of its estimated Tax Charge for any period is less than the party's actual share for such period, the party shall pay the deficit within ten (10) days after receipt of such notice. In that event, Reveille I, its successors, assigns or designees, shall notify the parties of the actual total real estate taxes and assessments levied on the Shopping Center and the calculation of each party's share.

"Real estate taxes and assessments levied on the Shopping enter" shall mean all taxes and assessments, general, special or otherwise, levied or assessed against the land, buildings and/or improvements on the Shopping Center parcels, including any and all taxes levied or assessed in addition to, or in lieu of, real estate taxes and other taxes arising out of the use or occupancy of buildings imposed by federal, state or local governmental authority or other taxing authority having jurisdiction, and all reasonable costs and expenses directly incurred by Reveille I, its successors, assigns or designees, in contesting the validity of, seeking a reduction of, or seeking to prevent an increase in, any such real estate taxes or assessments and including any interest on assessments if paid in installments, but shall exclude franchise, capital stock, estate or inheritance taxes personal in nature to Reveille I, its successors, assigns or designees.

Based on the approximate shared usage of the respective parcels, the parties stipulate and agree that their respective shares of the real estate taxes and assessments levied on the Shopping Center shall be:

Reveille I Phase I Parcel A	37.5%
Reveille II Phase II Parcel B-1	25.0%
Reveille IV Phase II Parcel B-2	37.5%
Total	100.0%.

9. Once constructed, no changes, modifications or alterations in the Common Areas on any parcel may be made without the prior written approval of the owners of the other parcels, except a party owning a parcel shall have the right, from time to time, without obtaining approval, to make changes,



modifications or alterations in the Common Areas on its own parcel provided that: (a) the accessibility to, from and between the respective parcels for pedestrian and vehicular traffic is not unreasonably restricted; and, (b) the total amount of the parking area on the respective parcels is not reduced from that required by the local zoning ordinances of the City of Hudson, Ohio.

10. Reveille I, its successors, assigns or designees, may, by mutual consent of all parties, jointly establish, and from time to time thereafter supplement and amend, any rules and regulations deemed necessary for the proper and efficient maintenance and operation of the Common Areas. The rules and regulations may not be inconsistent with this Agreement, Reveille II's condominium declaration or by-laws or the rights of any then existing tenant lease of the Shopping Center. The parties agree that none of them will at any time charge any sum for parking in the parking areas located on the respective parcels unless all parties agree to charge for parking on all parking areas of the same type. The parties agree to take any steps necessary to protect and limit parking on Common Areas for use by the occupants of the buildings on the three parcels and their respective invitees.

11. Each party shall, commencing with the date of this Agreement, at its expense, maintain or cause to be maintained general public liability insurance against claims for personal injury or death and property damage, occasioned by accident occurring in, on, or about its respective parcel, unless Reveille I, its successors, assigns or designees, is able to, and does, obtain such insurance as part of the cost of operating the Common Areas. The insurance in each case shall have a limit of not less than \$1,000,000 in respect to injury or death to any one person, and not less than \$1,000,000 in respect to injury or death to any number of persons arising out of any one accident. Insurance against property damage shall have a limit of not less than \$100,000 in respect of any incident of property damage. The insurance required to be maintained by each party under this paragraph shall name each owner of the other parcels as named insureds as their interests may appear and shall provide that the policy cannot be cancelled without at least ten (10) days' prior written notice to all insureds. Reveille I, its successors, assigns or designees, may direct the above limits of insurance liability maintained by all parties to be increased from time to time as is commercially reasonable.

12. If any party fails to perform any obligation required by this Agreement in a manner and within the time provided, the



other parties may serve written notice on all other parties specifying in detail the need for performance, and if the defaulting party fails within ten (10) days to commence curative action, the party giving notice may (but is not required to) perform the work on behalf of, and at the expense of, the defaulting party and shall be entitled to recover from the defaulting party the reasonable cost of performance including, without limitation, reasonable attorneys' fees and costs and interest at the prime rate as reported by the Wall Street Journal per annum from the date of each expenditure until paid in full. The performing party shall also have a lien on the parcel of the defaulting party in the amount of said expenditures but the lien shall be subordinate to any first mortgage, to any occupancy leases and to the rights of any condominium unit owners.

No Dedication

13. It is mutually agreed that the grants contained in this Agreement are not intended, and shall not be construed, as a dedication of the respective parcels, or any portion thereof, for public use and the parties may take whatever steps may be necessary to avoid dedication.

Transfers

14. Upon the sale or other transfer of any parcel, or any part of or interest therein, the purchaser or transferee, by the acceptance of a deed or other instrument of transfer, shall be deemed to have assumed all of the terms, conditions and obligations contained in this Agreement to the extent applicable to the interest transferred and, thereafter, the grantor or transferor shall be released from any liability or responsibility under this Agreement arising or accruing after the date of the purchase or transfer.

Duration

15. This Agreement shall be perpetual.

Covenants Running With the Land

16. The covenants, easements and agreements contained in this Agreement shall run with the land and shall be binding upon the Phase I Parcel A, Phase II Parcel B-1, and Phase II Parcel B-2 and each portion of said parcels, as provided in this Agreement, and the covenants, easements and agreements shall be binding upon the successive owner(s) of each of said parcels or of any portion of said parcels and their respective occupants and tenants and shall be for the benefit of each successive



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owner(s) of each parcel or any portion thereof and their respective occupants and tenants and, otherwise, the parties mutually agree that this Agreement does not, and shall not be construed to, create any rights or obligations by any party to any other.

No Joint Venture

17 Nothing contained in this Agreement shall be construed to make the parties partners or joint venturers or to render any party liable for the debts or obligations of another, except as expressly provided in this Agreement.

Notices

18. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided, be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid, to any other party at the address set forth in the preamble of this Agreement or at the last changed address given by the party by notice, and to any successors or assigns of any party at the address given by such notice.

Modifications

19. No agreement shall be effective to add to, change, modify, waiver or discharge this Agreement in whole or in part unless that agreement is in writing and signed by parties owning the Phase I Parcel A, the Phase II Parcel B-1 and the Phase II Parcel B-2. This Agreement shall not be vacated or materially modified without the express written consent of the City Manager of Hudson.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement as of the day and year first mentioned above.



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"Reveille I"

REVEILLE I LLC, an Ohio limited liability company

By: Dana T. Hoover

Dana T. Hoover,
Managing Member

"Reveille II"

REVEILLE II LLC, an Ohio limited liability company

By: Dana T. Hoover

Dana T. Hoover,
Managing Member

"Reveille IV"

REVEILLE IV LLC, an Ohio limited liability company

By: Dana T. Hoover

Dana T. Hoover,
Managing Member

This Agreement is consented to by the City of Hudson.

CITY OF HUDSON

By: [Signature]

Anthony J. Bales
City Manager

Date: 9-26-13

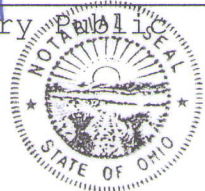


STATE OF OHIO)
)
) SS:
COUNTY OF SUMMIT)

Before me, a Notary Public, personally appeared Dana T. Hoover, Managing Member of Reveille I LLC, who acknowledged the signing of the foregoing instrument to be her voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and seal this 23rd day of September, 2013.

De S


Notary Public


STATE OF OHIO)
)
) SS:
COUNTY OF SUMMIT)

Before me, a Notary Public, personally appeared Dana T. Hoover, Managing Member of Reveille II LLC, who acknowledged the signing of the foregoing instrument to be her voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and seal this 23rd day of September, 2013.

De S


Notary Public


STATE OF OHIO)
)
) SS:
COUNTY OF SUMMIT)

Before me, a Notary Public, personally appeared Dana T. Hoover, Managing Member of Reveille IV LLC, who acknowledged the signing of the foregoing instrument to be her voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and seal this 23rd day of September, 2013.

De S

Notary Public


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STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

Before me, a Notary Public, personally appeared Anthony J. Bales, Hudson City Manager, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and seal this 26th day of SEPTEMBER 2013.

Suzanne Havranek
Notary Public

Suzanne Havranek
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 3/23/2015

THIS INSTRUMENT PREPARED BY:
Dean S. Hoover, Esq.
Hoover & Gialluca
Hudson Station, Suite 3
5 Atterbury Boulevard
Hudson, Ohio 44236

AFTER RECORDING RETURN TO:
Dean S. Hoover, Esq.
Hoover & Gialluca
Hudson Station, Suite 3
5 Atterbury Boulevard
Hudson, Ohio 44236

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KRISTEN M. SCALISE CPA, CFE By UB
FISCAL OFFICER Deputy Fiscal Officer

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KRISTEN M. SCALISE CPA, CFE, FISCAL OFFICER

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Kristen Scalise, Summit Co. Fiscal Office

**LEGAL DESCRIPTION
OF
PHASE I PARCEL "A"
IN THE
PLAT OF CONSOLIDATION AND LOT SPLIT
OF
HUDSON STATION**

Situated in the City of Hudson, County of Summit and State of Ohio and known as being part of Sublot Nos. 65, 65A and Outlot "A" in the Lake Forest Subdivision as shown by the plat recorded in Plat Book 38, Page 49-63 of Summit County Map Records and part of Parcel No. 39, Parcel No. 24 and Parcel No. 17 owned by the Norfolk Southern Railroad Company (formerly Cleveland Pittsburgh Railroad), as shown on the Right of Way and Track Map Vs 7435, LC 2412, MP 96.6-98.5 of part of Original Hudson Township Lot No. 55, Township 4 North, Range 10 West and further bounded and described as follows:

Beginning at a 5/8" iron pin monument found at the intersection of the centerlines of Streetsboro Road (State Route 303) (formerly Peninsula Road) (70 feet wide) and Lennox Road (60 feet wide) and being the southwesterly corner of Original Hudson Township Lot No. 55;

Thence North 89°51'00" East along the centerline of Streetsboro Road and the southerly line of Original Hudson Township Lot No. 55, 1268.31 feet to the intersection of the centerlines of Atterbury Boulevard (width varies) and Streetsboro Road;

Thence North 89°51'00" East continuing along the centerline of Streetsboro Road, 171.86 feet to a point;

Thence North 00°09'00" West, 30.00 feet to a 5/8" iron pin set on the westerly right of way of the Norfolk Southern Railroad Company (formerly Cleveland Pittsburgh Railroad) (Parcel No. 17, as shown on the Right of Way and Track Map Vs 7435, LC 2412, MP 96.6-98.5 and being the **PRINCIPAL PLACE OF BEGINNING** of the premises described herein;

Thence South 89°51'00" West along a northerly right of way of Streetsboro Road, 50.00 feet to a 5/8" x 30" iron pin set;

Thence North 00°09'00" West along an easterly right of way of Streetsboro Road, 10.00 feet to a 5/8" x 30" iron pin set at the southeasterly corner of land conveyed to Reveille I LLC (Parcel No. 32-01129) by the deed recorded in Reception Number 55502312 of Summit County Deed Records;

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Thence South 89°51'00" West along a northerly right of way of Streetsboro Road, 118.75 feet to a 5/8" x 30" iron pin set at the intersection of the northerly right of way of Streetsboro Road and the easterly right of way of Atterbury Boulevard;

Thence North 44° 06'00" West along the easterly right of way of Atterbury Boulevard, 149.57 feet to a 5/8" x 30" iron pin set at a point therein;

Thence North 45°54'00" East, 134.00 feet to a 5/8" x 30" iron pin set;

Thence North 44°06'00" West, 301.68 feet to a 5/8" x 30" iron pin set at a point of curvature;

Thence along a curved line deflecting to the left, an arc of 31.42, said curve having a radius of 20.00 feet, a central angle of 89°59'56" and a chord that bears North 89°06'02" West, 28.28 feet to a 5/8" x 30" iron pin set;

Thence South 45°54'00" West, 114.00 feet to a 5/8" x 30" iron pin set on the easterly right of way of Atterbury Boulevard;

Thence North 44°06'00" West along the easterly right of way of Atterbury Boulevard, 42.13 feet to a 5/8" x 30" iron pin set at the northwesterly corner of Sublot No. 65A in the Lake Forest Subdivision as shown by the plat recorded in Plat Book 38, Page 49-63 of Summit County Map Records;

Thence North 45°54'00" East along the northerly line of Sublot No. 65A, and the extension thereof, 197.08 feet to a 5/8" x 30" iron pin set;

Thence South 41°49'50" East, 341.42 feet to a 5/8" x 30" iron pin set;

Thence South 42°30'33" East, 157.51 feet to a 5/8" x 30" iron pin set on the westerly right of way of the Norfolk and Southern Railroad at the most northerly corner of land conveyed to the City of Hudson (Parcel No. 32-01851) by the deed recorded in Volume 986 Page 522 of Summit County Deed Records at a point of curvature;

Thence along the curved easterly line of land so conveyed to the City of Hudson and the westerly right of way of the Norfolk Southern Railroad deflecting to the right, an arc of 144.14, said curve having a radius of 831.50 feet, a central angle of 9°55'57" and a chord that bears South 20°28'23" East, 143.96 feet to a 5/8" x 30" iron pin set;

Thence South 00°09'00" East continuing along the easterly line of land so conveyed to the City of Hudson and the westerly right of way of the Norfolk Southern Railroad, 10.00 feet to the northerly right of way of Streetsboro Road and the **PRINCIPAL PLACE OF BEGINNING** and containing 1.4687 acres of

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land as surveyed and described by Edward Dudley of the Riverstone Company in April of 2008, be the same more or less, but subject to all legal highways, reservations, restrictions, and easements of record.

BASIS OF BEARINGS:

The centerline of Atterbury Blvd. as North 44°06'00" West as shown on the plat recorded in Plat Book 38, Page 49-63 of Summit County Map Records.

DEEDS OF REFERENCE:

Parcel No. 32-01129

Land conveyed to Reveille I, LLC by the deed dated December 07, 2007 and recorded in Reception No. 55502312 of Summit County Deed Records.

Parcel No. 32-01104

Land conveyed to Joan E. Macy, Trustee by the deed dated October 25, 2001 and recorded in Reception No. 54613402 of Summit County Deed Records.

Parcel No. 32-01107

Land conveyed to Joan E. Macy, Trustee by the deed dated October 26, 2001 and recorded in Reception No. 54613758 of Summit County Deed Records.

Parcel No. 32-01851

Land conveyed to City of Hudson by the deed dated May 6, 1924 and recorded in Volume 986 Page 522 of Summit County Deed Records.

Parcel No. 32-03833

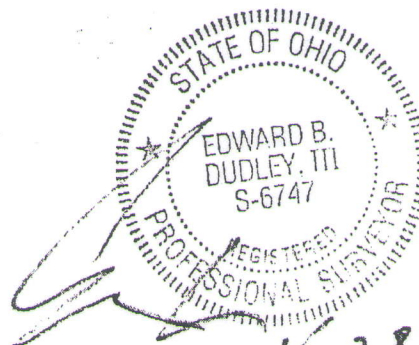
Land conveyed to City of Hudson by the deed dated May 27, 2003 and recorded in Reception No. 54878330 of Summit County Deed Records.



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**RESIDUAL FROM PP# 32-04058
PHASE II PARCEL "B-1"**

Situated in the City of Hudson, County of Summit and State of Ohio and known as being part of Sublot No. 65, 65A and Outlot "A" in the Lake Forest Subdivision as recorded by Plat Book 38, Page 49-63 of the Summit County Map Records, said parcel being part of Original Hudson Township Lot No. 55 and being in Range 10 West, Township 4 North of the Connecticut Western Reserve and further bounded and described as follows:

Beginning at a 5/8" iron pin monument found at the intersection of the centerlines of Streetsboro Road (State Route 303, formerly known as Peninsula Road) 70 feet wide and Lennox Road, 60 feet wide and being the southwesterly corner of Original Hudson Township Lot No. 55;

Thence North 89°51'00" East, along the centerline of said Streetsboro Road and the southerly line of said Lot No. 55, a distance of 1268.31 feet to the intersection of the centerline of Atterbury Boulevard, width varies;

Thence North 44°06'00" West, along the centerline of said Atterbury Boulevard, a distance of 296.21 feet to a point;

Thence North 45°54'00" East, a distance of 30.00 feet to a 5/8" iron pin set on the northerly right-of-way of said Atterbury Boulevard and the southerly line of land conveyed to Reveille II, LLC (Parcel No. 32-04058) by deed recorded in Reception No. 55542994 of the Summit County Deed Records (SCDR) and being the principle place of beginning;

1. Thence North 44°06'00" West, along said right-of-way, a distance of 201.68 feet to a 5/8" iron pin found on a corner of land conveyed to Reveille I, LLC (Parcel No. 32-04059) by deed recorded in Reception No. 55542993 of the SCDR;
2. Thence North 45°54'00" East, along said Reveille I land, a distance of 114.00 feet to a 5/8" iron pin found at a tangent point in said Reveille I, LLC land;
3. Thence continuing along said Reveille I, LLC land, being a curve deflecting to the right having a Radius of 20.00 feet, Delta of 90°00'00" and a length of 31.42 feet with a Chord bearing South 89°06'00" East a distance of 28.28 feet to a 5/8" iron pin found;
4. Thence South 44°06'00" East, continuing along said Reveille I, LLC land and parallel to said Atterbury centerline, a distance of 181.68 feet to a 5/8" iron pin set;

Thence South 45°54'00" West, parallel and 120.00 feet distant from the easterly line of said Reveille II, LLC land, a distance of 134.00 feet to the principal place of beginning and containing 0.6184 acres of land more or less as surveyed by David A. Rapp in January, 2013, Professional Land Surveyor No. 7597 and subject to all legal highways, reservations, restrictions and easements of record. All iron pins set (30" of length and 5/8" in diameter) are identified by a plastic cap bearing the imprint "7597". Bearings are based on the centerline of Atterbury Boulevard being North 44°06'00" West as shown on Plat Book 38, Page 49-63 of the Summit County Map Records.

It is intended to describe a 0.6184 acre split from land conveyed to Reveille II, LLC by deed recorded in Reception No. 55542994 of the Summit County Deed Records.

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EXHIBIT B



55996589

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EQ 156.00

**LOT SPLIT OF PP# 32-04058
PHASE II PARCEL "B-2"**

Situated in the City of Hudson, County of Summit and State of Ohio and known as being part of Outlot "A" in the Lake Forest Subdivision as recorded by Plat Book 38, Page 49-63 of the Summit County Map Records, said parcel being part of Original Hudson Township Lot No. 55 and being in Range 10 West, Township 4 North of the Connecticut Western Reserve and further bounded and described as follows:

Beginning at a 5/8" iron pin monument found at the intersection of the centerlines of Streetsboro Road (State Route 303, formerly known as Peninsula Road) 70 feet wide and Lennox Road, 60 feet wide and being the southwesterly corner of Original Hudson Township Lot No. 55;

Thence North 89°51'00" East, along the centerline of said Streetsboro Road and the southerly line of said Lot No. 55, a distance of 1268.31 feet to the intersection of the centerline of Atterbury Boulevard, width varies;

Thence North 44°06'00" West, along the centerline of said Atterbury Boulevard, a distance of 296.21 feet to a point;

Thence North 45°54'00" East, a distance of 30.00 feet to a 5/8" iron pin set on the northerly right-of-way of said Atterbury Boulevard and the southerly line of land conveyed to Reveille II, LLC (Parcel No. 32-04058) by deed recorded in Reception No. 55542994 of the Summit County Deed Records (SCDR) and being the principle place of beginning;

1. Thence North 45°54'00" East, parallel and 120.00 feet distant from the easterly line of said Reveille II, LLC land, a total distance of 134.00 feet to a 5/8" iron pin set on a southerly line of land conveyed to Reveille I, LLC (Parcel No. 32-04059) by deed recorded in Reception No. 55542993 of the SCDR;
2. Thence South 44°06'00" East, along said Reveille I land and parallel to said Atterbury centerline, a distance of 120.00 feet to a 5/8" iron pin found at an angle point in said Reveille I, LLC land;
3. Thence South 45°54'00" West, along said Reveille I, LLC land and the easterly most line of said Reveille II, LLC land, a distance of 134.00 feet to a 5/8" iron pin found on the northerly right-of-way of said Atterbury Boulevard;
4. Thence North 44°06'00" West, along said right-of-way, a distance of 120.00 feet to the principal place of beginning and containing 0.3691 acres of land more or less as surveyed by David A. Rapp in January, 2013, Professional Land Surveyor No. 7597 and subject to all legal highways, reservations, restrictions and easements of record. All iron pins set (30" of length and 5/8" in diameter) are identified by a plastic cap bearing the imprint "7597". Bearings are based on the centerline of Atterbury Boulevard being North 44°06'00" West as shown on Plat Book 38, Page 49-63 of the Summit County Map Records.

It is intended to describe a 0.3691 acre split from land conveyed to Reveille II, LLC by deed recorded in Reception No. 55542994 of the Summit County Deed Records.

32-04109
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TNN
Description approved by Tax Maps
Approval good for 30 days from

H6/339 HP 9/30/13

EXHIBIT C



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EA 156.00

Kristen Scalise, Summit Co Fiscal Office

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EA 156.00
Kitchen Sealed Summit Co Fiscal Office

Project Phasing

HUDSON STATION

Phase II
06.06.2013

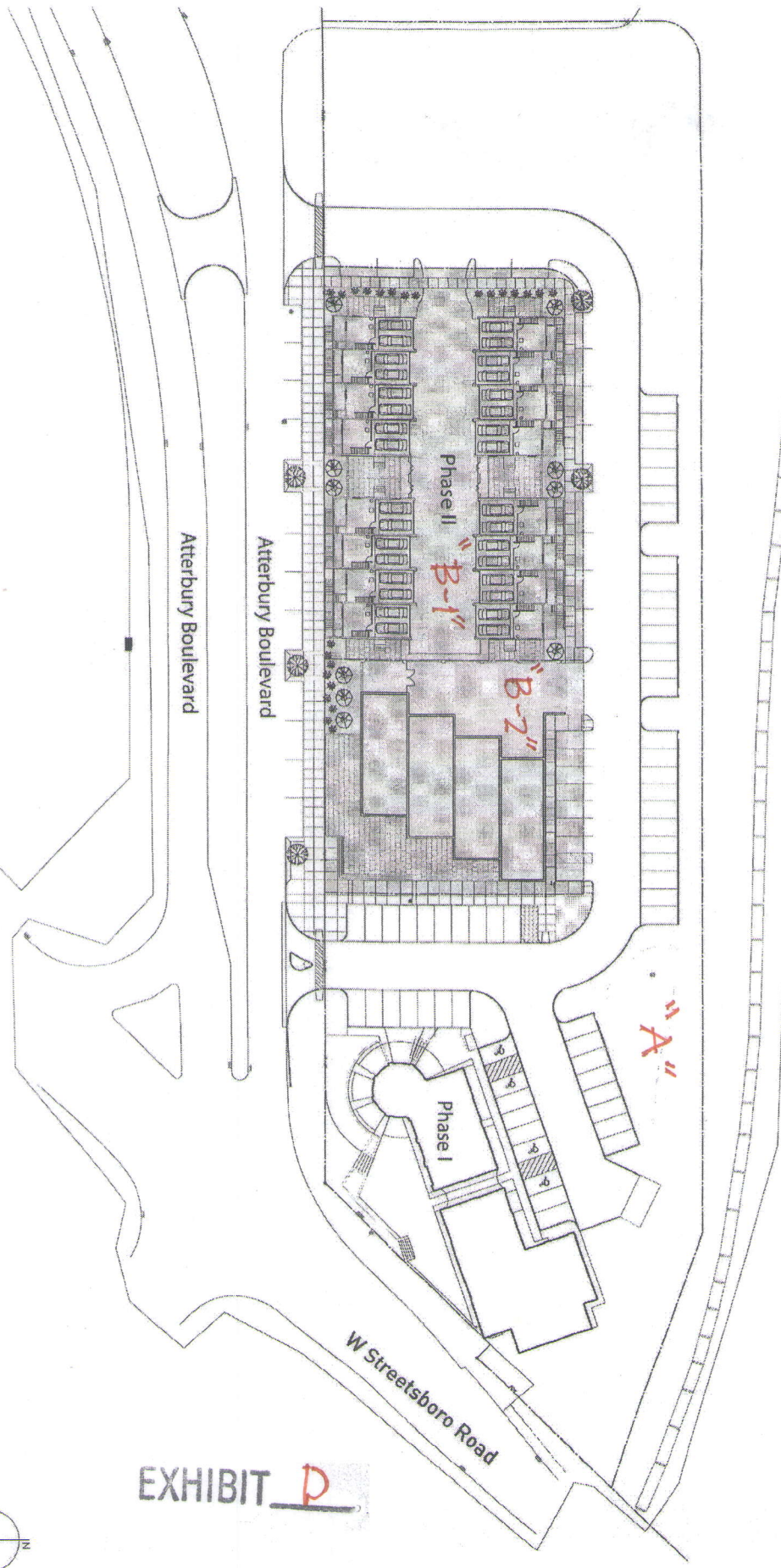


EXHIBIT P

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