

RESOLUTION NO. 2009-397

SPONSOR Mr. Pry, Mrs. Shapiro and Mr. Poda

DATE November 2, 2009 COMMITTEE Planning

A Resolution authorizing the County Executive to execute a Trust Agreement with the City of Hudson in order to accept legal title to approximately 427.901 acres of land and improvements (Parcel Nos. 3000571, 3009800 and 3000574) located at 996 Hines Hill Road in Hudson, Ohio, 44326, in Council District 3, from the Cuyahoga County Board of Commissioners, and further authorizing the Executive to execute any documents necessary to transfer said land and improvements to Hudson, including, but not limited to, a quit claim deed, upon revocation of the Trust Agreement by Hudson, for the Executive's Department of Law, and declaring an emergency.

WHEREAS, the Cuyahoga County Board of Commissioners and the City of Hudson intend to execute a Real Estate Purchase Agreement (the "Purchase Agreement") pursuant to which the Hudson will purchase approximately 427.901 acres of land and improvements (Parcel Nos. 3000571, 3009800 and 3000574) located at 996 Hines Hill Road in Hudson, Ohio, 44326, in Council District 3 (the "Property"), from Cuyahoga County; and

WHEREAS, Hudson has requested that the County of Summit execute a Trust Agreement with Hudson in order to accept legal title to the Property so that Hudson may obtain financing for the purchase; and

WHEREAS, pursuant to the Trust Agreement, Hudson will name the County as an additional insured on its insurance policies and Hudson will directly pay any and all costs and expenses associated with the Property; and

WHEREAS, pursuant to the Trust Agreement, the County will be required to transfer the Property to Hudson upon revocation of the Trust Agreement by Hudson; and

WHEREAS, this Council has determined by reviewing all pertinent information that it is necessary and in the best interest of the County of Summit to authorize the County Executive to execute the Trust Agreement in order for the County to accept legal title to the Property for the aforementioned reasons and to further authorize the Executive to execute any documents necessary to transfer the Property to Hudson, including, but not limited to, a quit claim deed, upon revocation of the Trust Agreement by Hudson;

NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Summit, State of Ohio, that:

SECTION 1

The County Executive is hereby authorized to execute a Trust Agreement with the City of Hudson, attached hereto as Exhibit A-1 and incorporated herein as if fully restated, in order to accept legal title to approximately 427.901 acres of land and improvements (Parcel Nos. 3000571, 3009800 and 3000574) located at 996 Hines Hill Road in Hudson, Ohio, 44326, in Council District 3 (the "Property"), from the Cuyahoga County Board of Commissioners. The Trust Agreement is approved with changes therein not inconsistent with this Resolution and not substantially adverse to the County which shall be approved by the County Executive; provided

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SECTION 1 (cont'd.)

that the approval of those changes by the County Executive and the character of such changes as not being substantially adverse to the County shall be evidenced conclusively by the execution of the Trust Agreement.

SECTION 2

The Executive is further authorized to execute any documents necessary to transfer the Property to Hudson upon revocation of the Trust Agreement by Hudson, including, but not limited to, the quit claim deed attached hereto as Exhibit A and incorporated herein as if fully restated. The quit claim deed is approved with changes therein not inconsistent with this Resolution and not substantially adverse to the County which shall be approved by the County Executive; provide that the approval of those changes by the County Executive and the character of such changes as not being substantially adverse to the County shall be evidenced conclusively by the execution of the quit claim deed.

SECTION 4

This Resolution is hereby declared an emergency in the interest of the health, safety and welfare of the citizens of the County of Summit and for the further reason to immediately effectuate the timely transfer of said property.

SECTION 5

Provided this Resolution receives the affirmative vote of eight members, it shall take effect immediately upon its adoption and approval by the Executive; otherwise, it shall take effect and be in force at the earliest time provided by law.

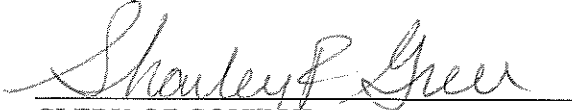
SECTION 6

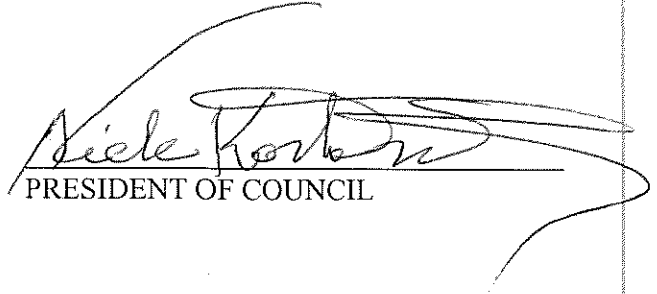
It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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INTRODUCED October 19, 2009

ADOPTED November 2, 2009


CLERK OF COUNCIL


PRESIDENT OF COUNCIL

APPROVED November 2, 2009


EXECUTIVE

ENACTED EFFECTIVE November 2, 2009

Voice Vote: 11-0 YES: Comunale, Crawford, Crossland, Feeman, Kostandaras
Poda, Prentice, Rodgers, Schmidt, Shapiro, Smith

EXHIBIT A

SP

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that COUNTY OF SUMMIT, OHIO, TRUSTEE, a body corporate and politic of the State of Ohio, the Grantor, whose address is 175 South Main Street, Akron, Ohio 44308, for valuable consideration paid, grants to CITY OF HUDSON, a political subdivision of the State of Ohio, the Grantee, whose mailing address is 27 E. Main Street, Hudson, Ohio 44236, the real property described on Exhibit A attached hereto.

Permanent Parcel Nos.: 3000571, 3009800 and 3000574

Street Address: 996 Hines Hill Road, Hudson, Ohio

Prior Instrument Reference: File No. _____ of Summit County, Ohio Records

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the COUNTY OF SUMMIT, OHIO, TRUSTEE, a body corporate and politic of the State of Ohio, has executed this Quitclaim Deed as of the ____ day of _____, 2010.

COUNTY OF SUMMIT, OHIO, TRUSTEE

By: _____
Russell M. Pry, County Executive

STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the COUNTY OF SUMMIT, OHIO, TRUSTEE, a body corporate and politic of the State of Ohio, by Russell M. Pry, its County Executive, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed personally and as said officer, and the free act and deed of such corporate and politic body.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio this ____ day of _____, 2010.

Notary Public

My Commission Expires: _____

This Instrument Prepared By:

Walter & Haverfield LLP
1301 East Ninth Street, Suite 3500
Cleveland, Ohio 44114-1821
(216) 781-1212

EXHIBIT "A" TO QUITCLAIM DEEDLegal Description**PARCEL 1**

Situated in the City of Hudson, County of Summit and State of Ohio, known as and being a part of Outlot Nos. 71, 72, and 73 in said City of Hudson, being more particularly described as follows:

Commencing at a gear pin set at the intersection of Hines Hill Road., (aka County Highway 115), (60 feet wide), and Prospect Road, County Highway 142 (60 feet wide) and being the Point of Beginning of the premises herein described;

Course No. 1: thence South 20°09'29" East along the said centerline of Prospect Road, a distance of 1114.04 feet to a gear pin set at the Northeast corner of land conveyed to John and Mary Kay Jager by deed dated July 21, 1999 and recorded in Reception Number 54319042 of Summit County Deed Records and being referenced by a 1" steel pin monument found South 20°09'29" East, a distance of 13.95 feet there from;

Course No. 2: thence South 88°16'39" West along a North line of said land conveyed to John and Mary Kay Jaeger and a North line of land conveyed to the City of Hudson by deed dated October 4th, 2004 and recorded in Reception Number 55111290 of Summit County Deed Records, a distance of 677.99 feet to a 5/8 inch by 30 inch steel pin set at an Easterly line of land conveyed to the Ohio Turnpike Commission by deed dated October 22, 2004 and recorded in Reception Number 55113508 of Summit County Deed Records;

Course No. 3: thence North 25°09'36" West along an Easterly line of said land conveyed to the Ohio Turnpike Commission, a distance of 289.04 feet to a 5/8 inch by 30 inch steel pin set at a Northeasterly corner thereof;

Course No. 4: thence South 64°50'24" West along a Northerly line of said land conveyed to the Ohio Turnpike Commission, a distance of 15.00 feet to a 5/8 inch by 30 inch steel pin set at a Northeasterly corner thereof;

Course No. 5: thence North 25°09'36" West along an Easterly line of said land conveyed to the Ohio Turnpike Commission, a distance of 200.00 feet to a 5/8 inch by 30 inch steel pin set at a Northeasterly corner thereof;

Course No. 6: thence South 64°50'24" West along a Northerly line of said land conveyed to the Ohio Turnpike Commission, a distance of 25.00 feet to a 5/8 inch by 30 inch steel pin set at a Northwesterly corner thereof;

Course No. 7: thence South 25°09'36" East along an Westerly line of said land conveyed to the Ohio Turnpike Commission, a distance of 471.70 feet to a 5/8 inch by 30 inch steel pin set at a Southwesterly corner thereof;

Course No. 8: thence South $88^{\circ}16'39''$ West along a North line of said land conveyed to John and Mary Kay Jaeger and a North line of land conveyed to the City of Hudson by deed dated October 4th, 2004 and recorded in Reception Number 55111290 of Summit County Deed Records, a distance of 65.40 feet to a 5/8 inch by 30 inch steel pin set at an Easterly line of land conveyed to the Ohio Turnpike Commission by deed dated October 22, 2004 and recorded in Reception Number 55113508 of Summit County Deed Records;

Course No. 9: thence North $25^{\circ}09'36''$ West along an Easterly line of said land conveyed to the Ohio Turnpike Commission, a distance of 370.70 feet to a 5/8 inch by 30 inch steel pin set at a Northeasterly corner thereof;

Course No. 10: thence South $64^{\circ}49'34''$ West along a Northerly line of said land conveyed to the Ohio Turnpike Commission, a distance of 15.00 feet to a 5/8 inch by 30 inch steel pin set at a Northwesterly corner thereof;

Course No. 11: thence South $25^{\circ}09'36''$ East along a Westerly line of said land conveyed to the Ohio Turnpike Commission, a distance of 364.20 feet to a 5/8 inch by 30 inch steel pin found on the North line of said land conveyed to the City of Hudson;

Course No. 12: thence South $88^{\circ}16'39''$ West along the Northerly line of said land of the City of Hudson, a distance of 1115.13 feet to a 5/8 inch by 30 inch steel pin set at a Northwesterly corner thereof and being on the line common to said Outlot Nos. 72 and 73;

Course No. 13: thence South $01^{\circ}17'07''$ East along said line common to Outlot Nos. 72 and 73, and the Westerly line of said land of Village of Hudson, a distance of 295.33 feet to a 5/8 inch by 30 inch steel pin set at a Northeasterly corner of land conveyed to the Village of Hudson by deed dated April 20, 1961 and recorded in Volume 3024, Page 641 of Summit County Deed Records;

Course No. 14: thence South $88^{\circ}19'19''$ West along the Northerly line of said land conveyed to the Village of Hudson, a distance of 1200.00 feet to a 5/8 inch by 30 inch steel pin set at a Northwesterly corner thereof;

Course No. 15: thence South $01^{\circ}37'06''$ East along a Westerly line of said land conveyed to the Village of Hudson, a distance of 375.00 feet to a 5/8 inch by 30 inch steel pin set at a Northerly line of the Ohio Turnpike (aka Interstate 80) (variable width);

Course No. 16: thence North $87^{\circ}43'37''$ West along a Northerly line of said Ohio Turnpike, a distance of 484.41 feet to a 5/8 inch by 30 inch steel pin set at an angle point therein;

Course No. 17: thence North $84^{\circ}09'55''$ West along a Northerly line of said Ohio Turnpike, a distance of 750.77 feet to a 5/8 inch by 30 inch steel pin set at an angle point therein;

Course No. 18: thence North $80^{\circ}13'35''$ West along a Northerly line of said Ohio Turnpike, a distance of 242.64 feet to a 5/8 inch by 30 inch steel pin set at an angle point therein;

Course No. 19: thence North $68^{\circ}53'59''$ West along a Northerly line of said Ohio Turnpike, a distance of 356.41 feet to a 5/8 inch by 30 inch steel pin set at an angle point therein;

Course No. 20: thence South $83^{\circ}44'01''$ West along a Northerly line of said Ohio Turnpike, a distance of 416.20 feet to a 5/8 inch by 30 inch steel pin set at an angle point therein;

Course No. 21: thence North $80^{\circ}13'35''$ West along a Northerly line of said Ohio Turnpike, a distance of 668.42 feet to a 5/8 inch by 30 inch steel pin set on the East line of lands conveyed to the Cuyahoga County Department of Welfare by deed dated April 14, 1961 and recorded in Volume 3924, Page 644 of Summit County Deed Records;

Course No. 22: thence North $01^{\circ}29'33''$ West along the Easterly line of said lands conveyed to the Cuyahoga County Department of Welfare and the Easterly of land conveyed to Damon and Melissa Call by deed dated January 22, 2004 and recorded in Reception Number 55002803 of Summit County Deed Records, a distance of 1458.83 feet to a gear pin set on the curved centerline of said Hines Hill Road;

Course No. 23: thence deflecting to the right along the curved centerline of said Hines Hill Road a distance of 1215.22 feet to a Point-of-Tangency, said curve having a 1429.05 foot radius, a delta angle of $48^{\circ}43'22''$ and a chord which bears North $79^{\circ}19'04''$ East, a distance of 1178.94 feet to a gear pin set;

Course No. 24: thence South $76^{\circ}19'15''$ East continuing along the centerline of said Hines Hill Road, a distance of 2576.50 feet to a 1" steel pin monument found at a Point-of-Curvature;

Course No. 25: thence deflecting to the left along the curved centerline of said Hines Hill Road a distance of 783.32 feet to a 1" steel pin monument found at a Point-of-Tangency, said curve having a 1430.42 foot radius, a delta angle of $31^{\circ}22'33''$ and a chord which bears North $87^{\circ}59'28''$ East, a distance of 773.57 feet;

Course No. 26: thence continuing North $72^{\circ}18'11''$ East along the centerline of said Hines Hill Road, a distance of 1253.23 feet to the Point of Beginning and containing 7,704,165 square feet or 176.864 Acres of land of which 207,429 square feet or 4.762 acres lie with in the right of way of Hines Hill Rd. and Prospect Rd. as surveyed by Scott J. Casey, P.S. 8219 of Atwell-Hicks, in May of 2007, being the same more or less, but subject to all legal highways, right of way within C&P Railroad and easements;

Basis of bearing is the Westerly Township line of Hudson bearing North $01^{\circ}35'30''$ West, recorded in the subdivision plat, Ashbrook Phase 3A, Cabinet "H", pages 717-724 in Summit County Records.

All pins set are 5/8 inch by 30 inch steel pins, with cap stamped "Atwell-Hicks".

PARCEL 2

Situated in the City of Hudson, County of Summit and State of Ohio, known as and being a part of Outlot Nos. 71, 72, 73, 81, 82, and 83 in said City of Hudson, being more particularly described as follows:

Commencing at a gear pin set at the intersection of Prospect Road (aka County Highway 142) (60 feet wide) and Hines Hill Road (aka County Highway 115) (60 feet wide); thence South

72°18'11" West along the centerline of said Hines Hill Road, a distance of 796.06 feet a southerly corner of land conveyed to Rydell and Susan McCleary by deed dated April 24, 2006 and recorded in Reception Number 55325908 of the Summit County Deed Records and being the Point of Beginning of the premises herein described;

Course No. 1: thence continuing South 72°18'11" West along the centerline of said Hines Hill Road, a distance of 457.17 feet to a 1" steel pin monument found at a Point-of-Curvature;

Course No. 2: thence deflecting to the right along the curved centerline of said Hines Hill Road a distance of 783.32 feet to a 1" steel pin monument found at a Point-of-Tangency, said curve having a 1430.42 foot radius, a delta angle of 31°22'33" and a chord which bears South 87°59'28" West, a distance of 773.57 feet;

Course No. 3: thence North 76°19'15" West along the centerline of said Hines Hill Road, a distance of 2576.50 feet to a gear pin set at a Point-of-Curvature;

Course No. 4: thence deflecting to the left along the curved centerline of said Hines Hill Road a distance of 1215.22 feet to a Northeasterly corner of land conveyed to Damon and Melissa Call by deed dated January 22, 2004 and recorded in Reception Number 55002803 of Summit County Deed Records, and a Southeasterly corner of land conveyed to Michael K. Kotarski and Kritina T. Kotarski by deed dated March 4, 2005 and recorded in Reception Number 55158838 of Summit County Deed Records, said curve having a 1429.05 foot radius, a delta angle of 48°43'22" and a chord which bears South 79°19'04" West, a distance of 1178.94 feet to a gear pin set;

Course No. 5: thence North 01°29'33" West along the East line of said land conveyed to Michael K. Kotarski and Kritina T. Kotarski, a distance of 324.44 feet to a 5/8 inch by 30 inch steel pin set at a Northerly interior corner and being on the line common to said Outlots 71 and 81;

Course No. 6: thence North 88°40'21" East along a South line of said land conveyed to Michael and Kristina Kotarski and the line common to Outlots 71 and 81, a distance of 66.75 feet to a 5/8 inch by 30 inch steel pin set at a southeasterly corner thereof;

Course No. 7: thence North 00°43'43" West along the East line of said land conveyed to Michael and Kristina Kotarski, the East line of land conveyed to Boston Hills Pet Memorial Park by deed dated December 12, 1980 and recorded in Volume 6449, Page 205 of Summit County Deed Records, the East line of lands conveyed to Christopher and Jennifer May by deed dated September 11, 1992 and recorded in Volume 1076, Page 771 of Summit County Deed Records, the East line of lands conveyed to Charles and Janet Whitfield by deed dated March 10, 1995 and recorded in Volume 1878, Page 320 of Summit County Deed Records, and an East line of the Woods of Westbrook, as recorded in Plat Cabinet K, Slide 902-903 of Summit County Records, a distance of 2396.87 feet to a 5/8 inch by 30 inch steel pin set at a Northeasterly corner of Sublot No. 11 in said Woods of Westbrook and being at the Southeast corner of Sublot No. 107 in Ashbrook Phase III-A, as recorded in Plat Cabinet H, Slide 717-724 of Summit County Records;

Course No. 8: thence North $01^{\circ}35'00''$ West along the East line of said Ashbrook Phase III-A, a distance of 297.38 feet to a 5/8 inch by 30 inch steel pin set at an interior corner thereof;

Course No. 9: thence North $89^{\circ}07'05''$ East along a South line of said Ashbrook Phase III-A, a distance of 223.75 feet to a 5/8 inch by 30 inch steel pin set at an angle point therein;

Course No. 10: thence North $88^{\circ}29'40''$ East along a South line of said Ashbrook Phase III-A and a South line of Ashbrook Phase II as recorded in Plat Cabinet G, Slide 556-563 of Summit County Records, a distance of 1053.67 feet to a 5/8 inch by 30 inch steel pin set at the Northeast corner of said Outlot 81 and being a Northwesterly corner of land conveyed to the City of Hudson Park Board by deed dated February 17, 2000 and recorded in Reception No. 54392496 of Summit County Deed Records;

Course No. 11: thence South $01^{\circ}33'34''$ East along the line common to Outlot Nos. 81 and 82, and the West line of said lands conveyed to the City of Hudson Park Board, a distance of 1289.90 feet to a 5/8 inch by 30 inch steel pin found at a Southwesterly corner thereof;

Course No. 12: thence North $89^{\circ}39'03''$ East along the South line of said lands conveyed to the City of Hudson Park Board, a distance of 2453.16 feet to a 5/8 inch by 30 inch steel pin set at a Westerly line of the Connecticut Woods Allotment, as recorded in Plat Cabinet A, Slide 551 of Summit County Records;

Course No. 13: thence South $36^{\circ}54'26''$ East along a Westerly line of said Connecticut Woods Allotment, a distance of 425.18 feet to a 5/8 inch by 30 inch steel pin set at a Point-of-Curvature;

Course No. 14: thence deflecting to the right along the Westerly line of said Connecticut Woods Allotment a distance of 440.04 feet to a Point-of-Tangency, said curve having a 2148.79 foot radius, a delta angle of $11^{\circ}44'04''$ and a chord which bears South $31^{\circ}02'26''$ East, a distance of 439.27 feet to a 5/8 inch by 30 inch steel pin set;

Course No. 15: thence South $25^{\circ}10'26''$ East along said Westerly line of said Connecticut Woods Allotment and a Westerly line of said lands conveyed to Rydell and Susan McCleary, a distance of 1419.65 feet to the Point of Beginning and containing 9,633,182 square feet and 221.147 Acres of land of which 150,746 square feet or 3.461 acres lie with in the right of way of Hines Hill Rd. and known as Parcel No. 2 in a survey performed by Atwell-Hicks, LLC, in May of 2007, being the same more or less, but subject to all legal highways, right of way within C&P Railroad and easements.

Basis of bearing is the Westerly Township line of Hudson bearing North $01^{\circ}35'30''$ West, recorded in the subdivision plat, Ashbrook Phase 3A, Cabinet "H", pages 717-724 in Summit County Records.

All pins set are 5/8 inch by 30 inch steel pins, with cap stamped "Atwell-Hicks".

PARCEL 3

Situated in the City of Hudson, County of Summit and State of Ohio, and known as being part of Lot No. 71 of said Hudson Township, bounded and described as follows:

Beginning in the West line of said Lot No. 71, South 89.84 feet from the center line of Hines Hill Road; thence East along the South line of Lot 142 Anola (also known as Alnola) Farms allotment (P.B. 30, Page 41) 168.5 feet to S.E. corner thereof; thence North along the East line of said lot, 133.125 feet to center line of Hines Hill Road; thence East along the center line of said road 760.4 feet to the center of a culvert; thence East along the center line of an old traveled road, 442 feet to the West line of the Cleveland Boys' Farm; thence South along the West line of said Farm about 1090 feet to the North right-of-way line of the Ohio Turnpike; thence West along the North line of said Turnpike about 1392 feet to the West line of Lot No. 71; thence North along the West line of Lot No. 71 about 710.16 feet to the place of beginning, containing approximately twenty-eight and eight tenths (28.8) acres of land.

A TRINER

TRUST AGREEMENT

THIS TRUST AGREEMENT is made and entered into as of _____, 2009 between COUNTY OF SUMMIT, OHIO, a body politic and political subdivision of the State of Ohio (the "Trustee") and CITY OF HUDSON, a municipal corporation, the Settlor (the "Settlor").

ARTICLE I TRUST ESTATE

Transfer to Trust

1.01 Settlor has transferred and delivered to the Trustee, without consideration on Trustee's part, all of Settlor's legal title to certain real property consisting of approximately 427.901 acres of land and improvements situated in the City of Hudson, and known for street numbering purposes as 996 Hines Hill Road, Hudson, Ohio (the "Property"). The Property is the subject of a certain Real Estate Purchase Agreement (the "Purchase Agreement") between Settlor, as purchaser, and the Board of Commissioners of Cuyahoga County, Ohio ("Seller"). Settlor has directed Seller to deliver a deed to Trustee under the Purchase Agreement. Trustee acknowledges receipt of said interest. Settlor hereby expressly reserves unto itself, and the same shall not be deemed to be a part of the corpus of this Trust, the beneficial interest in the Property. The legal interest in and to said Property shall constitute the Trust Estate and shall be held, and distributed by the Trustee as provided in this Trust.

ARTICLE II REVOCATION OF TRUST

Revocation by Settlor

2.01 This Trust, or any provision hereof, may be amended, altered, revoked, or terminated in whole or in part by an instrument in writing signed by Settlor and delivered to the Trustee; provided, however, that the Trust may not be amended to change the obligations, duties, or rights of the Trustee without the written consent of the Trustee to such Amendment.

Trustee's Duties on Revocation

2.02 If the entire trust is revoked by Settlor, the Trustee shall transfer to Settlor all of the Trust Estate and shall execute and deliver to Settlor all instruments which are necessary or appropriate to release all interests of the Trustee in the Trust Estate including, but not limited to, a deed, substantially in the form attached hereto as Exhibit A and made a part hereof, an Assignment and Assumption of Oil and Gas Lease and Consent, substantially in the form attached hereto as Exhibit B and made a part hereof, settlement statements and conveyance fee statements.

**ARTICLE III
POWERS OF TRUSTEE**

Authority to Hold and Convey, Etc. Trust Property

3.01 The Trustee shall have the power to hold the Property and to only convey the Property to Settlor in accordance with Section 2.02. The Trustee shall not have the power to (a) mortgage, pledge, or encumber the Property and subject the Property to a deed of trust; (b) to purchase, sell, alienate, lease and make land contracts with respect to the property (other than as set forth in Section 2.02 above); or (c) to grant easements, rights of way and similar matters affecting the Property.

Furtherance of Powers

3.02 Trustee shall have all other powers with regard to the Property reasonably necessary to effectuate the intent of this Agreement.

Conveyance

3.03 Any such agreements or conveyances made by or to Trustee shall be made and recorded as "County of Summit, Ohio, Trustee."

**ARTICLE IV
COSTS, EXPENSES, INDEMNIFICATION AND INSURANCE**

Payment of Costs and Expenses

4.01 Settlor shall pay directly any and all costs and expenses, including but not limited to, environmental liability costs, mortgages, costs of upkeep, taxes and costs associated with the sale and conveyance of the Property. In no event shall Trustee be responsible to pay any costs in any way associated with, resulting from or applicable to the Property. The covenants set forth in Section 4.01 and 4.02 by Settlor to Trustee shall survive the term of this Agreement.

4.02 Settlor shall maintain usual and customary property, casualty, environmental and liability insurance on the Property suitable to Trustee and shall have Trustee named as an additional insured. Proof of such insurance shall be provided to Trustee prior to title transfer of the Property to Trustee.

**ARTICLE V
BOND**

5.01 No bond shall be required of the Trustee hereunder.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Trust Agreement has been signed by Settlor and Trustee on the date and year first above written.

SETTLOR:

City of Hudson

By: _____
Anthony J. Bales, City Manager

Authorized by Resolution No. _____ adopted _____, 2009 and passed by Hudson Council on _____, 2009.

1-1-09

Mary Ann George, Clerk

Approved as to legal form and correctness:

Charles T. Riehl, City Solicitor
City of Hudson

TRUSTEE:

County of Summit, Ohio

By: _____
Russell M. Pry, County Executive

Approved as to form:

Richard E. Dobbins, Director
Department of Law

EXHIBIT B**ASSIGNMENT AND ASSUMPTION OF OIL AND GAS LEASE
AND CONSENT**

THIS ASSIGNMENT AND ASSUMPTION OF OIL AND GAS LEASE AND CONSENT ("Assignment") is entered into as of _____, 2010 (the "Effective Date") by and among COUNTY OF SUMMIT, OHIO, TRUSTEE, a political subdivision of the State of Ohio, ("Assignor"), CITY OF HUDSON, a municipal corporation and a political subdivision of the State of Ohio acting by and through its duly authorized officers ("Assignee"), MOORE WELL SERVICES, INC., an Ohio corporation ("Moore"), BELDEN & BLAKE CORPORATION, an Ohio corporation ("Belden"), ENERVEST ENERGY INSTITUTIONAL FUND IX, L.P., a Texas limited partnership ("EnerVest IX"), and ENERVEST ENERGY INSTITUTIONAL FUND IX-WI, L.P., a Texas limited partnership ("EnerVest IX-WI").

RECITALS:

A. Assignor is the owner of property located in the Village of Hudson, Summit County, Ohio, with Permanent Parcel numbers 3000571, 3000574 and 3009800 (the "Premises").

B. Assignor, as owner of the Premises is also the owner and holder of a certain lessor's interest in that certain Oil and Gas Lease by and between Assignor, as lessor, and K.S.T. Oil & Gas Co., Inc., as lessee, dated July 20, 1983 and recorded in Volume 6733, Page 467 of Summit County, Ohio Records (the "Lease").

C. Pursuant to certain mesne assignments, more particularly described on Exhibit "A" attached hereto and incorporated herein, Moore, Belden, EnerVest IX and EnerVest IX-WI are the holders and owners of certain lessee's interests in the Lease.

D. Assignor has agreed to convey to Assignee and Assignee has agreed to accept the Premises.

E. The Lease provides that lessee under the Lease consent to the sale or transfer of the Premises such that the buyer, in this case, Assignee, continues to be entitled to free gas under the Lease.

F. Assignor desires to assign Assignor's rights under the Lease to Assignee and Assignee desires to assume Assignor's obligations thereunder from and after the Effective Date.

G. Moore, Belden and EnerVest IX and EnerVest IX-WI desire to consent to the assignment of the Lease and confirm that Assignee is entitled to take free gas under the Lease.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), paid by Assignee to Assignor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Effective as of the Effective Date, Assignor does hereby assign, transfer and set over to Assignee all of Assignor's right, title and interest in and to the Lease subject, however, to all of the covenants, terms, conditions and provisions thereof. Assignor warrants and represents that Assignor is not in default of any of the Lease and as of the Effective Date Assignor will have performed all obligations on behalf of Assignor to be performed under the Lease through the date preceding the Effective Date. Assignee covenants and agrees to assume, keep and perform, from and after the Effective Date, all of the terms, covenants and conditions contained in the Lease required to be kept and performed by Assignor arising on or after the Effective Date. Assignee hereby agrees to defend and save Assignor harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages by reason of any default of Assignee under any of the Lease with respect to any period or any circumstances first arising from and after the Effective Date.

This Assignment shall be governed and construed in accordance with the laws of the State of Ohio.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment may be executed in multiple identical counterparts all of which, when taken together, shall constitute one document.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

WITNESSES:

ASSIGNOR:

County of Summit, Ohio, Trustee

By: _____
Russell M. Pry, County Executive

ASSIGNEE:

City of Hudson

By: _____
Anthony J. Bales, City Manager

Authorized by Resolution No. _____ adopted _____, passed by Hudson Council on _____, 2010.

Mary Ann George, Clerk

Approved as to legal form and correctness:

Charles T. Riehl, City Solicitor
City of Hudson

CONSENT

The undersigned, hereby consent to the assignment by Assignor to Assignee of Assignor's rights as lessor under the Lease, including Assignor's rights to free gas under paragraph 8 of the Lease. The undersigned, hereby confirm that Assignee shall be entitled to take free gas as set forth in the Lease without need for any further agreement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption of Lease and Consent as of the Effective Date.

MOORE WELL SERVICES, INC.

By: _____
Name: _____
Title: _____

BELDEN & BLAKE CORPORATION

By: _____
Name: _____
Title: _____

ENERVEST ENERGY INSTITUTIONAL FUND
IX, L.P.

By: _____
Name: _____
Title: _____

ENERVEST ENERGY INSTITUTIONAL FUND
IX-WI, L.P.

By: _____
Name: _____
Title: _____

STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared COUNTY OF SUMMIT, OHIO, TRUSTEE, a body corporate and politic of the State of Ohio, by Russell M. Pry, its County Executive, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed personally and as said officer, and the free act and deed of such corporate and politic body.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio this _____ day of _____, 2010.

Notary Public

My Commission Expires: _____

STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared CITY OF HUDSON, OHIO, an Ohio municipal corporation, by Anthony J. Bales, its City Manager, who acknowledged that he did sign the foregoing instrument on behalf of the City of Hudson, Ohio, and that the same is his free act and deed personally and as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio this _____ day of _____, 2010.

Notary Public

My Commission Expires: _____

STATE OF _____)
) SS.
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared MOORE WELL SERVICES, INC., an Ohio corporation, by _____, its _____, who acknowledged that he/she did sign the foregoing instrument on behalf of Moore Well Services, Inc., and that the same is his/her free act and deed personally and as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio this ____ day of _____, 2010.

Notary Public

My Commission Expires: _____

STATE OF _____)
) SS.
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared BELDEN & BLAKE CORPORATION, an Ohio corporation, by _____, its _____, who acknowledged that he/she did sign the foregoing instrument on behalf of Belden & Blake Corporation, and that the same is his/her free act and deed personally and as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio this ____ day of _____, 2010.

Notary Public

My Commission Expires: _____

STATE OF _____)
) SS.
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared ENERVEST ENERGY INSTITUTIONAL FUND IX, L.P., a Texas limited partnership, by _____, its _____, who acknowledged that he/she did sign the foregoing instrument on behalf of EnerVest Energy Institutional Fund IX, L.P., and that the same is his/her free act and deed personally and as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio this _____ day of _____, 2010.

Notary Public
My Commission Expires: _____

STATE OF _____)
) SS.
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared ENERVEST ENERGY INSTITUTIONAL FUND IX-WI, L.P., a Texas limited partnership, by _____, its _____, who acknowledged that he/she did sign the foregoing instrument on behalf of EnerVest Energy Institutional Fund IX-WI, L.P., and that the same is his/her free act and deed personally and as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio this _____ day of _____, 2010.

Notary Public
My Commission Expires: _____

This Instrument Prepared By:

Walter & Haverfield LLP
1301 East Ninth Street, Suite 3500
Cleveland, Ohio 44114-1821
(216) 781-1212

EXHIBIT "A" TO ASSIGNMENT AND ASSUMPTION OF OIL AND GAS LEASELegal Description

1. Oil and Gas Lease by and between The Board of County Commissioners of Cuyahoga County and K.S.T. Oil & Gas Co., Inc., dated July 20, 1983, recorded on September 8, 1983 in Volume 6733, Page 467 of Summit County Records.
2. Assignment, Conveyance and Bill of Sale from K.S.T. Oil & Gas Co., Inc. and All Ohio Producing Properties, Inc. to Belden & Blake Corporation, dated September 27, 1995, recorded on October 10, 1995 in Volume 2026-1349 of Summit County Records.
3. Partial Assignment of Oil and Gas Leases and Bill of Sale from Belden & Blake Corporation to Moore Well Services, Inc., dated October 26, 2001, recorded on November 11, 2001 as Reception No. 54617307 of Summit County Records.
4. Assignment from Belden & Blake Corporation and The Canton Oil & Gas Company to EnerVest Energy Institutional Fund IX, L.P. and to EnerVest Energy Institutional Fund IX-WI, L.P., dated September 17, 2003, recorded on January 13, 2004 as Reception No. 54998670 of Summit County Records.
5. Assignment from Belden & Blake Corporation to Moore Well Services, Inc., dated November 22, 2004, recorded on December 9, 2004 as Reception No. 55130382 and re-recorded on January 12, 2005 as Reception No. 55142197 of Summit County Records.

