

ORDINANCE NO. 2018-40

AN ORDINANCE DIRECTING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH KEY REAL ESTATE LTD, LLC FOR A PORTION OF REAL PROPERTY, IDENTIFIED AS ERIE COUNTY PERMANENT PARCEL NUMBER 42-64002.000 AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

WHEREAS, the City is the owner of Erie County Permanent Parcel Number 42-64002.00 located directly adjacent to 443 Cleveland Road West, Huron, Ohio; and,

WHEREAS, Key Real Estate Ltd. LLC is the owner of 443 Cleveland Road West and desires to expand the designated parking area; and,

WHEREAS, the City and Key Real Estate Ltd., LLC desire a license agreement for the temporary use of a portion of Erie County Permanent Parcel Number 42-64002.00 until a purchase agreement can be considered by City Council.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

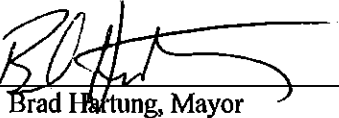
**SECTION 1.** That City Council hereby acknowledges the terms of the License Agreement, as set forth in Exhibit "A" attached hereto and made a part hereof and authorizes the City Manager to execute said License Agreement.

**SECTION 2.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. § 121.22

**SECTION 3.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents and for the further reason that the donor has requested expedience in the transfer of this property to the City of Huron; WHEREFORE this Ordinance shall take effect immediately upon its adoption.

ATTEST:

  
Clerk of Council

  
Brad Hartung, Mayor

ADOPTED: 1 1 DEC 2018

## LICENSE AGREEMENT

This License Agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between **KEY REAL ESTATE, LTD. LLC**, a limited liability company, (hereinafter collectively referred to as "Licensee") and the **CITY OF HURON, OHIO**, a municipal corporation of Erie County, Ohio (hereinafter referred to as "Licensor").

**WHEREAS**, Licensor owns the premises identified as Erie County Permanent Parcel Number 42-64002.000; and

**WHEREAS**, Licensee desires to purchase a portion of Erie County Permanent Parcel Number 42-64002.00 for the purposes of expanding the designated parking for real property located at 443 Cleveland Road West, Huron, Ohio 44839;

**WHEREAS**, the parties express their intent herein to permit the temporary license for use of a portion of Licensor's property more particularly described and subject to the terms and conditions as hereinafter set forth.

**NOW, THEREFORE**, Licensor and Licensee agree as follows:

1. Licensee shall be permitted access to a one hundred and fifty-five (155) foot x thirty (30) foot portion of Licensor's property identified as Erie County Permanent Parcel Number 42-64002.000 and more particularly described in Exhibit A attached hereto and incorporated herein (hereinafter "the Property") for the express purpose of expanding the designated parking area for 443 Cleveland Road West, Huron, Ohio 44839. In doing so, Licensee agrees to comply with all applicable federal, state and local laws and regulations.
2. Licensee shall be responsible for securing all legislative and administrative approvals prior to the commencement of improvements upon the Property.
3. The Parties agree to pursue a Purchase Agreement for the Property without delay. The Parties will negotiate in good faith to achieve a commercially reasonable purchase price for the Property. The Licensee shall be responsible for all necessary and related costs for the survey of the Property, legal description and recording fees of the Purchase Agreement and deed.
4. Licensor makes no warranties whatsoever regarding the condition of the premises. Licensor shall not be liable, and Licensees hereby release Licensor from all such liability, for any personal injury, death or property damage which Licensees or their guests or invitees may incur, regardless of the cause thereof. Licensees, for themselves and for their successors and assigns, hereby agree to defend, indemnify and hold harmless Licensor (including but not limited to its elected officials and employees) from and against any and all claims, damages, losses, suits, judgments, costs and expenses resulting from, or claimed to result from, or in any way connected with, the condition or use of the premises covered by this License Agreement. As further security for this indemnification, Licensee, their successors and assigns, shall obtain and keep in full force and effect during the term of this License Agreement general liability insurance of at least One Million Dollars (\$1,000,000.00) for personal injury or death and One Hundred Thousand Dollars (\$100,000.00) for property damage. The Licensor (the City) shall be listed as an additional insured on such policy, and such policy shall provide for a thirty (30) notice of cancellation to Licensor. Licensee shall provide the City Manager or his/her designee with a Certificate

from the insurance company attesting to the existence of such insurance, its term and proof of payment of premium.

5. The term of this license shall be fore ninety (90) days, or until a purchase agreement for the property is approved by the Huron City Council. This license shall be subject to revocation by the City upon notification of any violation of a regulation set forth in Section 1; or upon necessity of designated lands for municipal purposes. This Agreement may be renewed, or the term expanded, upon mutual acceptance in writing of each party. In the event the License is extended upon mutual agreement, any extended term will terminate upon the execution of a Purchase Agreement as stated herein.

6. This License Agreement contains the entire agreement of the parties, and no covenants, representations, inducements or promises, oral or otherwise, not embodied herein, shall be in force or effect. This License Agreement may not be modified, nor any of its provisions waived, except by a writing signed by both parties.

7. Each individual/entity executing this License Agreement has the right, power, legal capacity, and authority to enter into and perform his/her/its obligations under this License Agreement.

8. Each individual/entity executing this License Agreement has had the opportunity to consult with legal counsel, has read and understands the terms of this License and Agreement, and voluntarily accepts said terms and intends to be bound by them.

9. This License Agreement will be governed by and construed in accordance with the laws of the State of Ohio. The parties consent to the exclusive jurisdiction of the Erie County, Ohio courts for any dispute arising hereunder.

10. In the event that one or more of the provisions of this License Agreement are deemed to be illegal or unenforceable, the remainder of this License Agreement shall not be affected thereby, and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent by law.

**IN WITNESS WHEREOF**, the parties have hereunto executed this License

Agreement this \_\_\_ day of \_\_\_\_\_, 20\_\_.

LICENSEES:

Key Real Estate, Ltd.

By: \_\_\_\_\_  
Robert Waldock, Sole Member

LICENSOR  
City of Huron

By: \_\_\_\_\_  
Andrew D. White, City Manager

APPROVED AS TO FORM:

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Law Director, City of Huron

STATE OF OHIO    )  
                                  ) ss:  
COUNTY OF ERIE    )

Before me, a Notary Public for said county and state, personally appeared **Key Real Estate Ltd** by \_\_\_\_\_, its \_\_\_\_\_ who acknowledged he/she did execute the foregoing instrument and that the same was his/her free act and deed and the free act and deed of the said Key Real Estate Ltd..

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In witness whereof, I have hereunto set my hand and seal at Huron, Ohio this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_.

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

STATE OF OHIO    )  
                                  ) ss:  
COUNTY OF ERIE    )

Before me, a Notary Public in and for said county and state, personally appeared **ANDREW D. WHITE**, City Manager of the City of Huron, who acknowledged that he did execute the foregoing instrument and that the same was his free act and deed and the free act and deed of said municipal corporation.

In witness whereof, I have hereunto set my hand and seal at Huron, Ohio, this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

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