

RESOLUTION NO. 98-2

OFFERED BY: Mayor Bayless

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SCOUT CABIN GROUND LEASE WITH THE GREAT TRAIL COUNCIL BOY SCOUT TROOP NO. 321

BE IT RESOLVED by the Council of Hudson, Summit County, State of Ohio:

SECTION 1. That the City Manager be, and hereby is, authorized and directed to enter into a Scout Cabin Ground Lease with the Great Trail Council Boy Scout Troop No. 321, a copy of which lease is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: January 7, 1998

Harold L. Bayless  
Harold L. Bayless, Mayor

ATTEST:

Mary Ann George  
Mary Ann George, Clerk of Council

I certify that the foregoing Resolution was duly passed by the Council of said Municipality on January 7, 1998.

Mary Ann George  
Mary Ann George, Clerk of Council

**SCOUT CABIN GROUND LEASE**

This SCOUT CABIN GROUND LEASE (the "Lease") is made this 24th day of February 1998, between The City of Hudson, Ohio ("Landlord"), and ~~The Rotary Club of Hudson,~~ The Hudson Rotary Foundation, Inc. as sponsor of Great Trail Council Boy Scout Troop #321 ("Tenant") in recognition of the following,

RECITALS:

A. The log cabin structure commonly known as the "Scout Cabin" or the "Cabin" and located on the southwest quadrant of the Hudson Green at the intersection of State Routes 91 and 303 was erected with the apparent permission of the former Board of Hudson Township Trustees in the mid-1930's and expanded in mid-1950's, using private monies supplied by the Tenant (in recognition of its duty as a Boy Scout Troop sponsor to provide a meeting place for the troop) and other community and charitable organizations and using labor donated by the adult leaders and scouts of Boy Scout Troop #321 ("Troop #321") and, subsequently, other Hudson Boy Scout Troops;

B. The documents of the former Hudson Township Trustees containing such written permission and any conditions thereto cannot be located;

C. The Cabin has been used over the years as a primary meeting place by Troop #321, as a camping equipment storage area by Troop #321 and other Hudson Boy Scout troops and, to a small extent, by other community organizations

D. The Cabin has been maintained by Troop #321 and other Hudson troops with electric and natural gas service paid for by Troop #321 (there are currently no water or plumbing facilities and no real estate taxes are currently assessed, presumably pursuant to an exemption obtained in the past);

E. In the mid-1980's, the Hudson Scout Cabin Foundation ("Foundation") was formed to raise funds for Cabin repairs and maintenance and received its principal funds from the Rotary Club and the GAR Foundation; since that time, the roof shingles have been replaced, the walls have been rechinked and sprayed, the interior floor replaced and the electrical service updated;

F. Liability insurance coverage has been provided for Boy Scout usage of the Cabin for scout functions under the general liability policy carried by the Boy Scouts of America and available to individual scout troops; the Cabin is insured against fire for approximately \$25,000.00 by a policy purchased by the Foundation;

G. Prior to the merger of Hudson Township into the City of Hudson, the Township Trustees and those interested in the Cabin could not agree on the ownership of the Cabin and the land beneath the Cabin; and the parties desire by this document to clarify that issue and to formalize the parties' responsibilities regarding insurance, maintenance and usage of the Cabin;

Now, therefore, in consideration of the foregoing and the rent and covenants herein reserved and contained on the part of Tenant to be paid, performed, and observed, Landlord hereby leases to Tenant and Tenant does hereby lease from Landlord for Tenant's use the land beneath the Cabin (the "Premises") under the following terms and conditions:

1. Term/Rental: This lease shall be for a term of five (5) years, commencing January 1, 1998 and continuing thereafter through December 31, 2002. The term shall be automatically renewed upon the same terms and conditions for subsequent renewal terms of five (5) years each unless either party gives the other a written notice of non-renewal on or prior to July 1 of the final year of each five (5) term. The rental payable by Tenant shall be \$1.00 per year, payable in advance on or before January 1st of each year during the term hereof. Upon termination of this Lease for any reason, Tenant may effect the removal of the Cabin from the Premises (and shall use the six (6) month period following receipt of notice of non-renewal for that purpose) or may abandon the Cabin in place. Any holdover by Tenant after the termination of this Lease shall be on a year to year basis upon the same terms and conditions as contained herein, provided that either party may terminate such holdover tenancy upon six (6) months prior written notice to the other party.

2. Usage:

(A) Of the Premises: Tenant may continue to use the Premises for the location of the Cabin, subject to the terms and conditions of this document.

(B) Of the Cabin: Tenant may continue to allow Troop #321 to use the Cabin as its primary meeting place and to allow Troop #321 and other Hudson Scout troops to use the Cabin to store camping and other scout equipment. Tenant shall allow the Cabin to be used by other Hudson community organizations under uniform rules established by Landlord so long as such usage does not conflict with the primary usage of the Cabin for Boy Scout purposes. Scout Troops using the Cabin may use the southwest quadrant of the Hudson Green for ingress and egress to the Cabin and for minor ceremonial and other Scout purposes. Special events requiring use of the Green, such as the annual pre-Mother's Day flower sale shall continue to require specific permission from Landlord and the obtaining of any required temporary sign permit.

(C) Access: Users of the Cabin shall have the right to use the gravel drive to S. Main St. near the southerly border of the southwest quadrant of the Hudson Green for access to the Cabin, primarily to load and unload camping and other equipment. Landlord agrees to maintain the access drive as Landlord deems necessary.

3. Utilities: Tenant shall continue to cause Troop #321 to pay for all electrical and natural gas services consumed by users of the Cabin and for any future water and sewer services.

4. Insurance: At all times during the Term of this Lease, Tenant shall continue to cause Troop #321 and other Scout troops using the Cabin to invoke the Boy Scouts of America liability insurance for scouting functions in which the Cabin is used and to obtain certificates of such insurance naming Landlord and Tenant upon the request of either party. Such insurance shall name Landlord as an additional insured party, shall have limits of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 per annum and any such coverage shall not be canceled without at least thirty (30) days prior written notice to Landlord and Tenant. Tenant shall continue to cause the Foundation to provide and pay for the existing fire insurance coverage on the Cabin in the amount of not less than \$25,000.00.

5. Maintenance and Repair: Tenant shall continue to cause Troop #321 and other Scout troops using the Cabin to be responsible the maintenance and repair of the same and to be solely responsible for all Boy Scout personal property stored within the Cabin.

6. Default/Remedies: Tenant shall not be declared in default of any provision of this lease unless provided with prior written notice by Landlord specifying the events constituting default and providing Tenant with thirty (30) days to effect a cure of the conditions constituting the alleged default or immediately upon notice by Landlord if the events constituting the default are of a nature which cause imminent danger to the health, safety or welfare of the citizens of Hudson. In the event Tenant fails to cure a monetary default or commence a cure of a non-monetary default within the requisite time period, Landlord shall have the rights and remedies available at law or equity to which landlords are entitled under statute against a defaulting tenant; provided, however, that Tenant may always cure a default by removing the Cabin from the Premises and if Tenant chooses to cure any default in this manner, Tenant shall have one (1) year from the date of declaration of default within which to effect such removal.

7. Method of Notification: Except as otherwise specifically provided in this Lease, any notices to be given by either party to the other pursuant to the provisions of this Lease or of law, present or future, shall be deemed given when delivered in person, when mailed by certified mail, postage prepaid, return receipt requested, addressed to the party to be charged with notice at the below-recited addresses, to-wit:

Landlord: City of Hudson  
27 E. Main St.  
Hudson, Ohio 44236  
ATTN: City Manager

Tenant: ~~The Rotary Club of Hudson~~  
The Hudson Rotary Foundation, Inc.  
P.O. Box 323  
Hudson, Ohio 44236  
ATTN: President

Either party may, upon written notice to the other, and from time to time, designate a different notification address for such party; provided, however, no change of address notification shall be deemed given until actually received by the party being notified.

8. Entire Agreement: This Lease Agreement constitutes the entire agreement with respect to the Premises between Landlord and Tenant and there are no other agreements or understandings between them except as herein specifically set forth.

9. Binding Effect: This Lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the parties hereto, and their legal representatives, successors and assigns.

10. Recording: This Lease may be recorded by Tenant.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

and acknowledged in the presence of:

Name: CHARLES T. HIEM  
Name: Elizabeth A. Sullivan

"LANDLORD"  
CITY OF HUDSON, OHIO  
By: [Signature]  
Its: JAMES C. SMITH, CITY MANAGER  
Dated: 2/4/98

"TENANT"  
The Hudson Rotary Foundation, Inc.  
~~THE ROTARY CLUB OF HUDSON~~

Name: Earl J. Watson  
Name: PRISCILLA BLANKHART

By: Jess. McCauley  
Its: President Member of the board of directors  
Dated: 2/25/98

STATE OF HUDSON )  
COUNTY OF SUMMIT ) SS.

Before me, a Notary Public in and for said County and State, personally appeared the above-named CITY OF HUDSON, OHIO by James C. Smith, its City Manager, who acknowledged that he did sign the foregoing instrument on behalf of the corporation, and that the same is the free act and deed of the corporation and his free act and deed as such Manager and as an individual.

IN WITNESS WHEREOF, I hereunto have set my hand and seal at HUDSON, OHIO this 4th day of February, 1998.

Mary Ann George  
Notary Public  
My commission expires: MARY ANN GEORGE, Notary Public  
State of Ohio  
My Commission Expires May 2, 1998

STATE OF OHIO )  
COUNTY OF SUMMIT ) SS.

Before me, a Notary Public in and for said County and State, personally appeared the above-named ~~ROTARY CLUB OF HUDSON~~ The Hudson Rotary Foundation, Inc. by Jess McCauley, its President, who acknowledged that he did sign the foregoing instrument on behalf of the corporation, and that the same is the free act and deed of the corporation and his free act and deed as such officer and as an individual.

IN WITNESS WHEREOF, I hereunto have set my hand and seal at HUDSON, OHIO this 4th day of March, 1998.

Mary Ann George  
Notary Public  
My commission expires: 5-2-98  
MARY ANN GEORGE, Notary Public  
State of Ohio  
My Commission Expires May 2, 1998  
SCOUT CABIN GROUND LEASE  
HUDSON, OHIO