

## LICENSE AGREEMENT

This License Agreement (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_ 2012, between the City of Hudson, Ohio, an Ohio municipal corporation (“Licensor”), whose address is 27 East Main Street, Hudson, Ohio 44236 and M7 Realty, LLC, an Ohio limited liability company (“Licensee”), whose address is 28450 Lorain Road, North Olmsted, Ohio 44070.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to the full satisfaction of Licensor and in further consideration of the covenants, promises and agreements set forth herein, the parties agree as follows:

1. Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee a nonexclusive license (the “License”), to enter upon and use the easement for highway purposes currently held by the Licensor and located within a portion of the Licensor’s right-of-way, specifically 5715 and 5735 Darrow Road in Hudson, Ohio, as graphically depicted in the “to scale” diagram attached hereto as Exhibit A and incorporated herein by reference (the “Licensed Premises”), for the purpose of erecting and/or installing and maintaining a business identification sign and associated landscaping by its business tenant which shall identify the business located at 5715 and 5735 Darrow Road, Hudson, Ohio.

2. The License will commence upon approval of this License Agreement by Licensor’s City Council and execution thereof by both parties. Either Licensor or Licensee may terminate this License Agreement effective upon one hundred twenty (120) days written notice to the other party. Upon termination of the License, Licensee’s right to enter upon and use the Licensed Premises for the purposes set forth herein shall cease.

3. Any signage Licensee erects on the Licensed Premises shall be in compliance with the Land Development Code and any other sign requirements of the Licensor, except sign setback requirements, as well as all other applicable rules, regulations ordinances and laws. Prior to erection of any such signage, Licensee shall have obtained (a) the approval of the Licensor, and (b) a zoning certificate indicating such approval.

4. Licensee acknowledges that the Licensed Premises is an easement area held by the Licensor and part of a public right-of-way—i.e., State Route 91, aka Darrow Road.

5. Licensee shall be responsible, at its own cost, for maintaining the Licensed Premises, including the landscaping, and shall ensure that the Licensed Premises and sign is maintained in good aesthetic condition. Upon completion of any installation, maintenance or repair of the signage, Licensee shall restore all such disturbed or affected area outside the Leased Premises.

6. Licensee shall keep, repair and maintain the Licensed Premises in a good, safe and clean manner, in compliance with all applicable laws and regulations of the appropriate governmental authorities, all at Licensee’s sole cost and expense. Licensee shall not commit any waste, cause any damage to the Licensed Premises, or use the Licensed Premises for purposes other than those specified above. Licensee shall not interfere with the street lighting, pedestrian or vehicular

access and free passage, hydrants, public utilities, snow removal, and any other public installations and maintenance of public installations.

7. In the event it is necessary for the Licensor, State of Ohio, another political subdivision, or public utility, or their employees, agents, or contractors, to perform work on the Licensed Premises and it is necessary to remove or disturb the sign and/or associated landscaping thereon to perform said work, upon written notice, Licensee shall promptly remove the sign and/or landscaping within the time set forth in the notice and at its sole expense and Licensee may reinstall the sign and/or landscaping at its sole expense upon completion of the work. In the event Licensee does not remove the sign and/or landscaping within the time set forth in the notice, Licensor or the entity requiring the removal shall have the authority to do so and the cost of such removal shall be borne by Licensee and paid by Licensee within 30 days of an invoice for the cost being delivered to Licensee.

8. Licensee shall indemnify and hold Licensor, its officials, employees, and agents, harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs and expenses including, but not limited to, reasonable attorney's fees occurring, arising out of, or related to Licensee's signage on the Leased Premises or any other use of the Licensed Premises by Licensee, its agents, employees, contractors or invitees, or otherwise, arising in connection with the License granted to Licensee herein. Additionally, Licensee shall hold Licensor, its officials, employees, and agents, harmless from any damages to Licensee's signage or the Leased Premises caused by actions of Licensor, its employees, agents, or contractors, acting within the scope of their employment with the Licensor.

Without limiting the foregoing, Licensee shall not suffer or permit any mechanics' or materialmen's liens to be filed against the Licensed Premises by reason of any work, labor, services, materials or equipment supplied or claimed to have been supplied to Licensee or any contractor or subcontractor of Licensee. If any mechanic's or materialman's lien is filed against the Licensed Property, then Licensee shall, promptly after notice of filing, either (i) cause the same to be discharged of record by deposit in court or bonding or (ii) furnish Licensor with indemnification or other security against loss or damage arising from the lien in form and substance reasonably satisfactory to Licensor. If Licensee learns of any claim or action pertaining to mechanics' or materialmen's liens, Licensee shall give prompt notice of the same to Licensor.

9. Licensee shall procure and maintain at Licensee's sole expense a policy of liability insurance covering the Licensed Premises with policy limits of not less than \$1,000,000 per occurrence for bodily injury, death, and property damage and \$300,000 per occurrence for property damage naming Licensor as an additional insured. Licensee shall deliver to Licensor a certificate of this insurance upon execution of this Agreement. Such policies shall provide that they shall not be cancelled or terminated without at least 30 days' prior written notice to Licensor at the address for notices to Licensor provided herein.

10. This Agreement shall not be assigned by Licensee without the prior written consent of Licensor. Any assignment without such consent of the Licensor shall be void and of no force and effect.

11. Upon the termination of this License, Licensee shall remove any signage erected by Licensee and restore the Licensed Premises to its condition at the commencement of this License.

12. All promises made in this Agreement, including but not limited to indemnification and insurance coverage provisions, shall survive the termination or expiration of this Agreement.

13. This written Agreement constitutes the entire understanding between the parties, superseding all previous negotiations and discussions, and no modification or alteration of this Agreement shall be binding unless it is in writing and signed by both parties.

14. Any notice to be given by either party to the other pursuant to the provisions of this Agreement shall be deemed to have been given when deposited in the U.S. Mail, registered or certified, return receipt requested, addressed to the other party at the address stated above or at such other address as each may designate by written notice to the other in the foregoing manner.

15. This Agreement shall be governed by the laws of the State of Ohio.

16. In the event any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.

17. Each person executing this Agreement warrants and represents that he or she is authorized to execute this Agreement on behalf of his or her legal entity.

SIGNED as of the date first written above.

LICENSOR:  
City of Hudson, an Ohio municipal corporation

By: \_\_\_\_\_  
Anthony J. Bales, City Manager

LICENSEE:  
M7 REALTY, LLC, an Ohio limited liability  
company

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

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

Title: \_\_\_\_\_

Approved as to Legal Form:

\_\_\_\_\_  
City Solicitor

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

BE IT REMEMBERED, That on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the subscriber, a Notary Public in and for said county, personally came, **Anthony J. Bales, City Manager for the City of Hudson, Ohio**, the Licensor in the foregoing License Agreement, and acknowledged the signing thereof to be its and his voluntary act and deed individually and in the capacity designated.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

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

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

BE IT REMEMBERED, That on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the subscriber, a Notary Public in and for said county, personally came, **M7 Realty, LLC**, the Licensee in the foregoing License Agreement, by \_\_\_\_\_ its \_\_\_\_\_ and acknowledged the signing thereof to be his/her voluntary act and deed individually and in the capacity designated.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

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