

## LICENSE AGREEMENT

This License Agreement (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_ 2019, between the **City of Hudson**, an Ohio municipal corporation (“Licensor”), whose address is 115 Executive Parkway, Suite 400, Hudson, Ohio 44236 and **Michael and Susan McNealis** (“Licensee”), whose address is 384 N. Main Street, Hudson, Ohio 44236.

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”) of ingress and egress, over and across a portion of the Licensor’s right-of-way, specifically 384 N. Main Street in Hudson, Ohio, as graphically depicted in the diagram attached hereto as Exhibit A and incorporated herein by reference (the “Licensed Premises”), for the purpose of using, constructing, installing, maintaining, and repairing a residential fence as depicted in Exhibit A and incorporated hererin.

2. The License will commence upon approval of this License Agreement by Licensor’s City Council and execution thereof by both parties and shall terminate automatically upon the date Licensee voluntarily abandons or removes the residential fence. Prior to such automatic termination, either Licensor or Licensee may terminate this License Agreement effective upon thirty (30) 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 residential fence that Licensee erects on the Licensed Premises shall be in compliance with the Land Development Code and any other requirements of the Licensor, except fence setback requirements, as well as all other applicable rules, regulations, ordinances, and laws. Prior to erection of any such residential fence, 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 part of a public right-of-way—i.e., N. Main Street.

5. Licensee shall be responsible, at its own cost, for maintaining the Licensed Premises, including any landscaping, and shall ensure that the Licensed Premises and residential fence is maintained in good aesthetic condition. Upon completion of any installation, maintenance or repair of the residential fence, 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 residential fence and/or associated landscaping thereon to perform said work, Licensee shall promptly remove the residential fence and/or landscaping and at its sole expense and Licensee may reinstall the residential fence and/or landscaping at its sole expense upon completion of the work. In the event Licensee does not remove the residential fence and/or landscaping within the time set forth in any notice from Licensor, 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 thirty (30) days of receipt 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 residential fence on the Licensed 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 residential fence or the Licensed 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.

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 residential fence 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 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.

***The Rest of This Page Left Intentionally Blank. Signature Page to Follow.***

SIGNED as of the date first written above.

LICENSOR:

**CITY OF HUDSON**  
an Ohio municipal corporation

By: \_\_\_\_\_  
Jane M. Howington, City Manager

LICENSEE:

\_\_\_\_\_  
**MICHAEL MCNEALIS**

\_\_\_\_\_  
**SUSAN MCNEALIS**

Approved as to Legal Form:

\_\_\_\_\_  
Matthew J. Vazzana, Esq  
City Solicitor

Exhibit A: Site Plan Depicting Fence Location

NORTH MAIN STREET S.R. 91 66' R/W

S 00°11'31" E 108.00'

33.00'

33.00'

1" open pipe found  
2.77'E., 0.05'N

1" open pipe found  
2.72'E., 0.31'S  
1" open pipe found and used

concrete walk

PROPOSED WOOD FENCE 12" FROM CONCRETE WALK

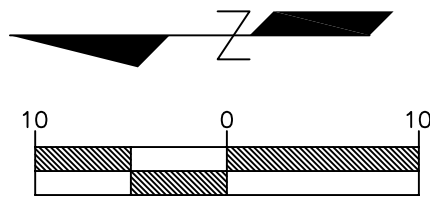
PROPOSED WOOD FENCE 12" FROM CONCRETE WALK

R/W

concrete walk

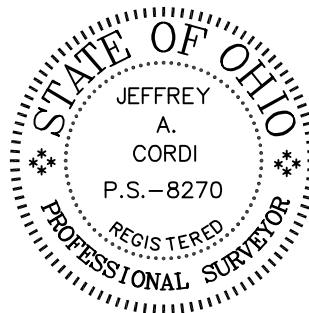
concrete drive

384 North Main Street  
Michael E. McNealis and  
Susan M. McNealis  
OR 308, PG. 701  
P.N. 3203134



SCALE: 1" = 10'

PROPOSED FENCE DETAIL FOR  
384 NORTH MAIN STREET



Prepared by:  
JEFFREY A. CORDI, P.S. #8270  
1052 Independence Ave  
Akron, Ohio 44310  
330-388-8146  
CordiSurvey@gmail.com

SCALE: 1" = 10'

DATE: MAY 13, 2019