

**Parcel B-2/Reveille IV LLC – Retail/Office**

**LICENSE AGREEMENT**

This License Agreement (“Agreement”) is made as of this \_\_\_ day of \_\_\_\_\_, between the CITY OF HUDSON, OHIO, an Ohio municipal corporation (“Licensor”), whose address is 27 East Main Street, Hudson, Ohio 44236 and REVEILLE IV LLC, an Ohio limited liability company (“Licensee”), whose address is Hudson Station, Suite 3, 5 Atterbury Boulevard, Hudson, Ohio 44236.

WHEREAS, on June 10, 2013, the City of Hudson Planning Commission approved the site plan submitted by Reveille II LLC for Hudson Station Phase 2, a mixed-use development including a building for retail/office uses on a parcel owned by Reveille IV LLC and residential townhouses on a parcel owned by Reveille II LLC, on Atterbury Boulevard in the City of Hudson; and

WHEREAS, the Planning Commission’s approval of the Hudson Station Phase 2 site plan was conditioned upon, *inter alia*, the Licensee entering into a license agreement with Licensor authorizing Licensee to install and maintain landscaping in the public right-of-way of Atterbury Boulevard; and

WHEREAS, Licensor desires to grant to Licensee a nonexclusive license, as expressly set forth herein, authorizing Licensee to install and maintain landscaping in the public right-of-way of Atterbury Boulevard for the retail/office portion of the Hudson Station Phase 2 development, adjacent to Licensee’s said parcel, as depicted on Exhibit A attached hereto and incorporated herein by reference.

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 real property of Licensor located within a portion of the Licensor’s right-of-way at Atterbury Boulevard, adjacent to Licensee’s said parcel, as depicted in the diagram attached hereto as Exhibit A and incorporated herein by reference (the “Licensed Premises”), for the purpose of installing and maintaining landscaping at the retail/office portion of the Hudson Station Phase 2 development on Atterbury Boulevard, Hudson, Ohio 44236. As a nonexclusive license, Licensor shall retain the right to use the Licensed Premises but shall not grant any third parties the right to use the Licensed Premises.

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 sixty (60) days written notice to the other party. Upon termination of the License, Licensee’s right to use the Licensed Premises shall cease.

3. Any landscaping Licensee installs on the Licensed Premises shall be in compliance with the Land Development Code and any other landscaping requirements of the Licensor as well as all other applicable rules, regulations ordinances and laws. Prior to installation of the landscaping, 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 public property and part of a public right-of-way.

5. Licensee shall be responsible, at its own cost, for maintaining the Licensed Premises, including the landscaping, and shall ensure that the Licensed Premises is maintained in a good aesthetic condition. Licensee shall ensure that the landscaping on the Licensed Premises does not impair vehicular traffic visibility on public streets.

6. With respect to only the islands that are located among the on-street parallel parking spaces on Atterbury Boulevard, as shown with trees on Exhibit A, Licensee shall obtain the approval of the Licensor's City Arborist prior to planting, adding to, or changing the type of trees on the Licensed Premises or adding any other type of plantings to said islands. The City will trim any trees located in said islands, but the City will not be responsible for the replacement of any such trees for any reason or any other landscaping (i.e., flowers, turf, shrubs, etc.) located in said islands.

7. Licensee shall 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.

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 landscaping 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 landscaping or the Licensed Premises caused by actions of Licensor, its employees, agents, or contractors, acting within the scope of their employment with the Licensor, beyond Licensor's policy for replacing landscaping damaged by Licensor on other private properties.

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 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 which shall not be unreasonably withheld or delayed. Any assignment without such consent of the Licensor shall be void and of no force and effect.

11. Upon the termination of this License and upon written notice to Licensor to remove and restore, Licensor shall remove any landscaping installed by Licensee and restore the Licensed Premises to its condition at the commencement of this License. Upon the termination of this License, the Planning Commission's landscaping requirement set forth in its decision dated June 10, 2013 shall be null and void.

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 until such time as any applicable statute of limitations for claims that have arisen during the term of the Agreement have run, including any tolling of those statutes of limitations.

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 delivered to a party by electronic mail, hand-delivery, or delivery by a nationally recognized delivery service.

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:  
Reveille IV LLC, an Ohio limited liability  
company

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

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

Its: \_\_\_\_\_

Approved as to Legal Form:

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

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

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, **Reville IV LLC**, the Licensee in the foregoing License Agreement, by \_\_\_\_\_ its \_\_\_\_\_ and acknowledged the signing thereof to be 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

**EXHIBIT A**  
**Diagram of Licensed Premises**