City of Hudson, Ohio

Staff Report

File Number: 15-34

Meeting Date: 3/17/2015 **Version:** 1 **Status:** Second Reading

In Control: City Council **File Type:** Resolution

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE HUDSON FIRE DEPARTMENT ASSOCIATION FOR THE CITY'S TOWN HALL.

Executive Summary: The terms of this agreement provide for the use of part of the lower level of Town Hall by HFDA for its operations, to conduct business and to operate a museum that contains museum quality and historically significant Hudson firefighting equipment memorabilia and apparatus.

Legislative History

Resolution No. 14-165, passed on December 17, 2014, authorized the City Manager to negotiate lease agreements for the use of Town Hall with the Hudson Fire Department Association, Hudson Fire Museum and Historical Education Society, and Destination Hudson Visitor and Education Center. Resolution No. 13-08, passed on January 16, 2013, authorized the City Manager to enter into a Lease Agreement for Office Space at 115 Executive Parkway (the Municipal Services Center); after which public discussion was held regarding the future use of Town Hall at the Council meeting of July 31, 2013, and City Council reviewed a draft Request for Proposals and directed staff to proceed at the Council workshop on March 11, 2014.

Purpose & Explanation

Pursuant to Resolution No. 14-165, the City Manager has negotiated a lease agreement (attached) with the Hudson Fire Department Association for the use of Town Hall. The terms of this agreement provide for the use of the back (eastern half) of the lower level of Town Hall to be used for the operations of the HFDA to conduct business and to operate a museum that contains museum quality and historically significant Hudson firefighting equipment memorabilia and apparatus.

Timing Considerations

To be determined.

Fiscal Impact

Currently Budgeted

Supplemental Appropriation Required

X Appropriation Not Required.

Suggested Action

Staff recommends that Council pass this Resolution.

Submitted by,

Jane Howington, City Manager

RESOLUTION NO. 15-34 OFFERED BY: MAYOR CURRIN

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE HUDSON FIRE DEPARTMENT ASSOCIATION FOR THE CITY'S TOWN HALL.

WHEREAS, this Council has determined that the first floor of the City's Town Hall at 27 East Main Street, which has been vacant for a considerable period of time due to the consolidation of the City's administrative staff into a separate building, should be made available for a public use; and

WHEREAS, pursuant to a request for proposals for use of the first floor of Town Hall, this Council has determined that a certain public use is appropriate and a lease to Hudson Fire Department Association, a non-profit corporation serving the City of Hudson, is an appropriate public purpose for the City's Town Hall.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hudson, Summit County, State of Ohio, that:

Section 1: The City Manager is authorized and directed to enter into a lease agreement with Hudson Fire Department Association in a form and under the terms as generally set forth in the lease attached hereto and incorporated herein as "Exhibit A."

Section 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: This Resolution will take effect and be in force from and after the earliest period allowed by law.

PASSED: March 17, 2015

William A. Currin, Mayor

ATTEST:

Elizabeth Slagle, Clerk of Council

I certify that the foregoing Resolution was duly passed by the Council of said Municipality on March 17, 2015.

Elizabeth Slagle, Clerk of Council

First Reading: March 3, 2015

{01765357 -2}

"EXHIBIT A"

LEASE

THIS LEASE, entered into on this ____ day of _____, 2015, by and between the **CITY OF HUDSON, OHIO**, a municipal corporation ("Landlord"), with a mailing address of 115 Executive Parkway, Suite 400, Hudson, Ohio 44236 and **HUDSON FIRE DEPARMENT ASSOCIATION**, an Ohio non-profit corporation ("Tenant"), with a mailing address of P.O. Box 2193, Hudson, Ohio 44236.

WITNESSETH

1. LEASED PREMISES

Landlord is the owner of a parcel of property located at 27 East Main Street, Hudson, Ohio 44236, Summit County Permanent Parcel Number 3201852 (the "Property"), containing a two-story building ("Building"). Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, a portion of the first floor of the Building consisting of approximately _____ square feet of area more specifically depicted in "Exhibit A" attached hereto and incorporated herein, ("Tenant Area") along with Common Areas, as defined below. Tenant shall have exclusive use of the Tenant Area and non-exclusive use of the Common Areas. (The Tenant Area and the Common Areas are collectively referred to as the "Leased Premises.")

The term "Common Areas" as used in this Lease shall be construed to include those facilities located on the Property for the nonexclusive use of Tenant in common with Landlord and the other authorized users. Common Areas within the Building are those areas identified as such on "Exhibit A" and include the means of ingress and egress to the Building, hallways designated as Common Areas, Building lobby, vestibules at the points of ingress and egress, stairs and stairwells to the second floor of the Building, the restrooms, and kitchen area. Common Areas outside of the Building on within the Leased Premises include walkways, sidewalks, parking areas, and utility lines, pipes, conduits and other similar facilities.

Tenant acknowledges that access to the second floor of the Building is available through the Common Areas of the Premises and agrees that Tenant shall not have any right to access or use the second floor of the Building. Further Tenant acknowledges and agrees that Landlord, and its officers, employees, agents, lessees, and/or invitees, have the right to 24-hour / 7 days per week access to the second floor of the Building.

Tenant shall be permitted to install one or more signs which indicate the name of Tenant's business or establishment, only with the written pre-approval of Landlord.

2. TERM

The term of this lease shall be ten (10) years (each a "Lease Year"), commencing on _____, 2015 (the "Commencement Date"). Tenant or Landlord may terminate the Lease with at least sixty (60) days written notice to the other party hereto. Notwithstanding the date of the notice of termination, said termination shall occur only on the last day of the month in which the termination is effective.

3. RENT; SECURITY DEPOSIT; TAXES.

(A) Rent. Tenant agrees to pay to Landlord, at its office or other place as Landlord may from time to time designate, as "Rent" for the Leased Premises the amount of Fifty Dollars ($50.00) annually, payable in advance on or before January 1st of each year of the Lease. The rent for the first Lease Year shall be prorated as of the Commencement Date of the Lease and shall be due upon the Commencement Date.

(B) Taxes. The Leased Premises is presently exempt from real estate taxes pursuant to Ohio law. To the extent that the Leased Premises becomes subject to any real estate taxes, charges, fees or assessments, tenant shall reimburse the Landlord for one hundred percent (100%) of said taxes, charges, fees or assessments attributable to the Tenant Area and a proportionate share of said taxes, charges, fees or assessments attributable to the Common Area based on the ratio of Tenant Area to the total square footage of the Building, excluding Common Areas.

4. UTILITIES AND SNOW REMOVAL

The gas, electric, water, and sewer utilities to the Leased Premises are not separately metered, but Landlord reserves the right to meter the utilities at any time. Tenant shall be responsible for paying all the utility services to the extent such are metered. Tenant shall be responsible for paying a proportionate share of the utility expenses in the same ratio as Tenant Area to total square footage of the Building, excluding Common Areas. Landlord will bill Tenant periodically for actual utility expenses and provide documentation of utility bills for audit purposes. Payment shall be made to the Landlord within thirty (30) days of mailing to the Tenant of a bill for such utility expenses.

Landlord shall be responsible for the removal of snow and ice on the walkways on the Leased Premises and areas of ingress and egress into the Building.

5. USE OF LEASED PREMISES BY TENANT.

(A) Tenant's Use of Leased Premises. Tenant shall use the Leased Premises only for the uses in connection with a fire museum and associated operations.

(B) "AS-IS" Condition. Tenant may perform an inspection of the Leased Premises prior to the Commencement Date for the purpose of documenting, in cooperation with Landlord, any deficiencies in the Leased Premises . Otherwise, Tenant hereby acknowledges that it accepts the Leased Premises on an "AS IS AND WITH ALL FAULTS" basis without representations or warranties of any kind or nature, express, implied or otherwise, written or oral, including, but not limited to, any representation or warranty concerning any matter or thing arising or relating to the Leased Premises. Tenant agrees that taking possession of the Leased Premises shall be deemed a representation and warranty that Tenant has completed all physical examinations that Tenant desires to conduct relating to the acquisition of the Property and will accept possession of and acquire the same solely on the basis of such examinations, if any, and Tenant will accept the Property in its condition existing as of the date of commencement of this Lease, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the condition, use, or occupancy of the Leased Premises. The Tenant represents to the Landlord, and agrees, that no representations, warranties or statements of any kind have been made to it by the Landlord, any broker, or any person representing or purporting to represent, or claimed to represent, the Landlord, or from any other source.

6. TENANT'S COVENANTS WITH RESPECT TO OCCUPANCY.

Tenant agrees:

(A) To occupy the Leased Premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of all governmental bodies having jurisdiction over the Tenant's use and occupancy of the Leased Premises, and without committing or permitting waste;

(B) To neither do nor suffer anything to be done or kept in or about the Leased Premises which contravenes Landlord's insurance policies;

(C) To permit no sound(s) or reproduction of sounds which are unreasonably audible outside of the Leased Premises nor permit odors to be unreasonably dispelled from the Leased Premises;

(D) To place no sign on the exterior of the Leased Premises or on the interior surface of any windows of the Leased Premises without obtaining Landlord's prior written consent;

(E) To permit Landlord free access to the Leased Premises upon at least twenty-four (24) hours' written notice, except in the case of emergency, for the purpose of examining the same or making alterations or repairs to the Leased Premises that Landlord may deem necessary for the safety or preservation thereof; Landlord agrees to make reasonable efforts not to interfere with or interrupt the conduct and operation of Tenant's business or operation in the Leased Premises;

(F) To not permit the accumulation or burning of any trash, rubbish, refuse, garbage or waste materials in, on, or about any part of the Leased Premises; and

(G) To not subject any fixtures, in or on the Leased Premises which are affixed to the realty, or the Property itself, to any mortgages, liens, conditional sales agreements, security interests or encumbrances.

7. REPAIRS AND ALTERATIONS.

(A) Repairs by Landlord. Landlord shall keep the foundations, roof, exterior paths of ingress and egress, the heating, air conditioning, sprinkling (if any), electrical, fire and security alarms, Common Areas, plumbing and sewer systems and structural portions of the outer walls of the Leased Premises in good repair, except for repairs required thereto by reason of the intentional or grossly negligent acts of Tenant, Tenant's employees, agents, invitees, licensees, or contractors. Tenant shall give Landlord written notice of the necessity for repairs coming to the attention of Tenant, following which Landlord shall have a reasonable time to undertake and complete such repairs at Landlord's sole expense. The provisions of this Subsection 7(A) shall not apply in the case of damage or destruction by fire or other casualty, in which events the obligations of Landlord shall be controlled by Section 9 hereof. Landlord shall be responsible for interior or exterior damage caused by Landlord's own negligence or that of Landlord's agents, employees, or visitors, including Landlord's failure to maintain the exterior or other items set forth above.

(B) Repairs by Tenant. Tenant shall keep the Tenant Area and every part thereof and any fixtures, facilities or equipment contained therein, in good condition and repair. Tenant shall not permit any objects, trash or debris to be placed in the Common Areas by its officers, employees, or invitees. Without Landlord's prior written consent, Tenant shall not make repairs to the foundations, roof, exterior paths of ingress and egress, the heating, air conditioning, sprinkling, electrical, fire and security system, Common Areas, plumbing and sewer systems and structural portions of the outer walls of the Leased Premises, but shall promptly inform Landlord of the need for any such repair.

(C) Alterations or Improvements by Tenant. Tenant shall not, without Landlord's prior written consent, which may be given or denied in Landlord's sole discretion, make or permit to be made, any alterations, additions or improvements to the Leased Premises, except those listed in "Exhibit B" hereto ("Tenant's Work"). Any alterations permitted by Landlord shall be upon the condition that Tenant shall promptly pay all costs, expenses, and charges thereof, shall make such alterations and improvements in accordance with all applicable laws, building codes and ordinances, in a good and workmanlike manner, and hold Landlord harmless from damages resulting from such alterations. Tenant shall promptly repair any damages to the Leased Premises caused by any alterations, additions or improvements to the Leased Premises by Tenant. Except for restroom areas, the plumbing associated therewith, and walls, Tenant shall, upon request of Landlord, remove any or all alternations and improvements prior to the termination of the Lease or the vacation of the Leased Premises, whichever occurs first,

and Tenant shall repair and restore the areas of the removed alterations or improvements to its prior condition.

(D) Tenant's Fixtures and Personal Property. All of Tenant's trade fixtures, equipment, furniture, inventory and other property owned by Tenant and located at the Leased Premises shall remain the property of Tenant. Tenant shall have the right at any time to remove Tenant's property provided that Tenant repairs any damage caused by such removal. If Tenant fails to remove such items from the Leased Premises prior to the expiration or termination of this Lease, all such trade fixtures, furniture, furnishings, and signs shall become the property of Landlord.

Tenant further agrees that all personal property of every kind or description which may at any time be in the Leased Premises shall be at the Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant except as provided for in Section 8(C) below.

8. INDEMNITY AND INSURANCE.

(A) Indemnification. Tenant shall indemnify Landlord from any and all liability, injury, damage, expense, cause of action, suit, claim, or judgment related to the loss of person or property caused by Tenant's employees, agents, contractors, customers, invitees, or officers. Tenant acknowledges that Landlord, as a public entity, cannot agree to indemnify Tenant as a matter of law. Nonetheless, the Tenant and Landlord agree to maintain such liability insurance as is customary for the type and scope of the services provided by their respective organizations and as forth set forth below. Certificates evidencing such insurance coverage shall be provided upon request.

(B) Liability Insurance. Tenant agrees to carry liability insurance covering the Leased Premises and Tenant's use thereof, together with contractual liability endorsements covering Tenant's obligations under this Lease, in companies and in a form satisfactory to Landlord, with minimum limits of One Million and 00/100 Dollars ($1,000,000.00) on account of bodily injuries to or death of one person, Two Million and 00/100 Dollars ($2,000,000.00) on account of bodily injuries to or death of more than one person as a result of any occurrence and One Hundred Thousand and 00/100 Dollars ($100,000.00) coverage for property damage, and to deposit said policy or policies (or certificates thereof) with Landlord prior to the date of and use or occupancy of the Leased Premises by Tenant; said policy or policies shall name Landlord as an additional insured and shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in advance of any modification or cancellation thereof.

(C) Landlord's Liability. Landlord shall not be liable (i) for any damage to Tenant's property located in the Leased Premises, unless caused by Landlord's gross negligence or willful misconduct, including acts performed by Landlord's employees, agents, invitees, contractors and officers, (ii) for any acts or omissions of Landlord's other tenants of the Property, nor (iii) for any condition of the Leased Premises whatsoever unless Landlord is responsible for the repair thereof, and has failed to make such repair

after notice from Tenant of the need therefor, and expiration of a reasonable time for the making of such repair.

(D) Fire and Extended Coverage Insurance. Landlord agrees to carry policies insuring the improvements on the Property against fire and such other perils as are normally covered by extended coverage endorsements in the county where the Leased Premises is located, together with insurance against such other risks in such amounts as Landlord deems appropriate. Landlord shall furnish Tenant with evidence of its insurance coverage upon request. Tenant agrees to notify Landlord in writing on the date of completion regarding the cost of any improvements installed in the Leased Premises during the term of this Lease other than trade fixtures, inventory, furniture, furnishings, signs or personal property of Tenant. Tenant's failure to advise Landlord regarding the value of said improvements as provided herein shall constitute a waiver of Tenant's right to be reimbursed for said improvements in the event of loss or destruction of the Leased Premises. Tenant agrees to carry insurance against fire and such other risks as are, from time to time, included in standard extended coverage endorsements, insuring Tenant's stock-in-trade, trade fixtures, furniture, furnishings, special equipment, floor and wall coverings, and all other items of personal property of Tenant located on or within the Leased Premises, such coverage to be in an amount equal to at least eighty percent (80%) of replacement cost thereof. Prior to the Commencement Date of this Lease, Tenant shall furnish Landlord with a certificate evidencing such coverage.

(E) Mutual Waiver of Subrogation. All insurance policies carried by either party covering the Leased Premises, including but not limited to contents, fire, and casualty insurance, shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra shall be charged therefor, so long as the other party pays such extra cost. If cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. The failure of any insurance policy to include such waiver clause or endorsement shall not affect the validity of this Lease. To the extent that the policy of insurance of each party so provides, Tenant and Landlord further agree to waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers, and employees; for any damage or destruction of persons, property or business which shall occur on or about the Leased Premises originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees.

9. DAMAGE AND DESTRUCTION.

In the event the Leased Premises is damaged by any peril covered by standard policies of fire and extended coverage insurance to any extent, the damage shall, except as hereinafter provided, be repaired by Landlord as timely as reasonably possible, at Landlord's expense, provided that in no event shall Landlord be required to repair or replace Tenant's stock-in-trade, trade fixtures, furniture, furnishings, equipment or personal property. In the event (a) the

Leased Premises is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement of the Leased Premises, or (b) the Building on the Leased Premises is damaged to the extent of fifty percent (50%) or more of the cost of replacement, notwithstanding the extent of damages to the Leased Premises, Landlord may elect either to repair or rebuild the Leased Premises or the Building thereon, as the case may be; to obtain Tenant's written consent to not repair the damage; or to request and obtain written consent from Tenant to terminate this Lease upon giving notice of such request in writing to Tenant within sixty (60) days after the event causing the damage. If Tenant agrees to terminate this Lease, Landlord shall give Tenant a mutually agreed reasonable period of time to vacate the Leased Premises after receiving Tenant's consent. If the casualty, repairing, or rebuilding shall render the Leased Premises untenantable, in whole or in part, a proportionate abatement of the rent shall be allowed until the date Landlord completes the repairs or rebuilding.

10. ASSIGNING AND SUBLETTING.

Tenant shall not sublet the Leased Premises or any part thereof, assign this Lease, or permit any business to be operated in, on or from the Leased Premises by any concessionaire or licensee without in each case the prior written consent of Landlord, which consent may be granted or denied in Landlord's sole discretion. Any such sublease or assignment which does not receive Landlord's prior written consent shall be void. Acceptance of rent from, or performance of any other obligation under this Lease by any person other than Tenant shall not be deemed to be a waiver of any of the provisions of this Lease nor shall it be deemed to be a consent to the assignment of this Lease, the subletting of the Leased Premises or the operation by a concessionaire or licensee. Any consent by Landlord to any assignment or subletting, or to the operation by a concessionaire or licensee, shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting or operation by a concessionaire or licensee. No consent by Landlord shall operate to relieve Tenant from primary liability for the performance of Tenant's obligations under this Lease.

11. DEFAULT BY TENANT.

The following shall constitute a default and material breach of this Lease by tenant, upon which the obligations of Landlord hereunder shall cease, without prejudice to the right of Landlord to recover from Tenant any sums due Landlord for rent and other charges payable by Tenant hereunder, including reasonable attorney's fees and also liquidated damages equal to any deficiency between the then rental value of the Leased Premises for the unexpired portion of the term and the rent provided for that portion of the term.

(i) Tenant defaults in the payment of rent, or any other charges or in the performance of any other of Tenant's obligations hereunder, and fails to remedy such default within twenty-five (25) days after written notice from Landlord;

(ii) Tenant defaults regarding matters other than the payment of rent or other charges and Tenant fails to remedy such default within thirty (30) days after written notice from Landlord (or, in the event such default cannot be reasonably cured within the thirty (30) day period, Tenant fails to commence to cure such

default within the thirty (30) day period and thereafter fails to promptly and diligently pursue the cure thereof within a reasonable time);

(iii) A receiver of any property of Tenant on the Leased Premises is appointed;

(iv) Tenant's interest in the Leased Premises is levied upon by legal process;

(v) Tenant is adjudged bankrupt or files a voluntary petition in bankruptcy, disposes of all or substantially all of its assets in bulk, or makes an assignment for the benefit of its creditors.

No failure of Landlord to enforce its right or remedies upon default of Tenant shall prejudice or affect the rights of Landlord upon any subsequent or similar default.

If Tenant at any time shall fail to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time after giving thirty (30) days prior written notice to Tenant make such payments or perform such act for the account and at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

12. NOTICES.

Any notice or consent required to be given by or on behalf of either party to the other shall be deemed given when sent by electronic mail, hand-delivered, or delivered by a nationally-recognized overnight carrier, to Landlord at the address specified below, and to Tenant at the address specified below or at the Leased Premises, or at such other address as either party may specify, from time to time, by notice to the other in the manner herein set forth.

If to Landlord:
City of Hudson
c/o City Manager
115 Executive Parkway, Suite 400
Hudson, Ohio 44236
E-mail: jhowington@hudson.oh.us

If to Tenant:
Hudson Fire Department Association
c/o _____
_____
_____
E-mail: _____

13. ESTOPPEL CERTIFICATES.

At any time and from time to time, Landlord and Tenant agree, upon request in writing from the other, to execute and deliver to the requesting party, for the benefit of such persons as named in such request, a statement in writing and in form and substance satisfactory to Landlord and Tenant certifying to such of the following information as Landlord or Tenant shall request: (i) that this Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) the dates to which the rent, and other charges hereunder have been paid, and the amount of any security deposited with Landlord; (iii) that Tenant has accepted possession of the Leased Premises, that the Lease term has commenced, that Tenant is occupying the Leased Premises, that Tenant knows of no default under the Lease by Landlord and that there are no defaults or offsets which Tenant has against enforcement of this Lease by Landlord; (iv) the actual commencement date of the Lease and the expiration date of the Lease; and (v) such other facts as are true and ascertainable.

14. QUIET ENJOYMENT.

Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have peaceable quiet enjoyment and possession of the Leased Premises without any hindrance from Landlord or any person or persons lawfully claiming the Leased Premises, subject, however, to the terms and conditions of this Lease, and to any ground or underlying leases, deeds, and encumbrances of record to which this Lease is or may be subordinated.

15. LIABILITY OF LANDLORD.

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant may recover a money judgment against Landlord or pursue any other legal means to achieve satisfaction under the law. In the event of the sale or other transfer of Landlord's right, title and interest in the Leased Premises, Landlord shall be released from all liability and obligations hereunder for those acts occurring after the date of sale or transfers.

16. MISCELLANEOUS PROVISIONS.

(A) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rentals herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

(B) Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing and signed by Landlord. No waiver by Landlord with respect to one or more tenants or occupants of the Property shall constitute a waiver in favor of any other tenant, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant.

(C) Broker's Commission. Landlord and Tenant each warrant to the other that there are no claims for broker's commissions or finder's fees in connection with the execution of this Lease.

(D) No Partnership. Landlord and Tenant do not, in any way or for any purpose, become a partner of the other in the conduct of its business, or otherwise, or a joint venture or a member of a joint enterprise.

(E) Section Headings. The section headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

(F) Lease Inures to the Benefit of Assignees. This Lease and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns respectively, of the parties hereto, provided, however, that no assignment by, from, through, or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatever.

(G) Entire Agreement. This Lease and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Leased Premises, and there are no covenants, promises agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

(H) Surrender and Holding Over. Tenant shall deliver up and surrender to Landlord possession of the Leased Premises upon the expiration or termination of the Lease in as good condition and repair as the same shall be at the commencement of said term (damage by fire and other perils covered by standard fire and extended coverage insurance and ordinary wear and decay only excepted), save normal wear and tear. Should Tenant remain in possession of the Leased Premises after any termination of this Lease, no tenancy or interest in the Leased Premises shall result therefrom, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall upon demand pay to Landlord, as liquidated damages, a sum equal to two hundred percent (200%) of the rent payable preceding the termination of this Lease.

(I) No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and shall vest no right in either party. This Lease becomes effective as a Lease only upon execution and delivery thereof by the parties hereto.

(J) Severability. In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein, and the balance of this Lease shall continue in effect in accordance with its terms.

(K) Environmental Matters. Tenant covenants and agrees that the Leased Premises may not and shall not be used for the storage, manufacture, transportation, use, sale or generation of Hazardous Materials (as defined below), and except in accordance with all federal, state and local laws, ordinances, regulations, orders, rules and guidelines, Tenant shall not dispose of or flush solvents, paints, chemicals or other Hazardous Materials, as defined herein, into any drains or the sewer system of the Building or on, under or about the Leased Premises or Building thereon. For purposes of this Lease, Hazardous Materials includes any toxic substances or pollutants or related material including, without limitation, any substances included in the definition of "hazardous substances," "hazardous waste," "pollutants," "infectious waste" or "toxic substances" under any federal, state or local law, ordinance, regulation, rule, order or requirement which includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.) and any regulations promulgated pursuant thereto, Resource Conservation Recovery Act (42 U.S.C. §6901, et seq.) and any regulations promulgated pursuant thereto, and the Clean Water Act (33 U.S.C. §1251, et seq.) and any regulations promulgated pursuant thereto; and Hazardous Materials shall also include asbestos, petroleum products, petroleum product derivatives and urea formaldehyde and any hazardous chemical as defined under the Occupational Safety and Health Administration Hazard Communication Standard (29 C.F.R. §1910.100, et seq.).

Notwithstanding anything contained in the Lease to the contrary, Tenant shall have no obligations or responsibility for any adverse environmental condition or any environmental contamination which did not directly result from an act or omission of Tenant during the term of its occupancy of the Leased Premises. The provisions

of this section shall survive the expiration or termination for any reason of this Lease.

(L) Force Majeure. In the event that Landlord or Tenant is delayed, hindered in or prevented from the performance of any act required hereunder (other than the payment of rent and other charges payable by Tenant), or prevented from using the Leased Premises as intended in Section 5, by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, subsequent regulation or legislation restricting the intended use of the Leased Premises, the act, failure to act or default of the other party beyond that party's reasonable control, war or any other reason beyond the reasonable control of the

party who is seeking additional time for the performance of such act, then performance of such act shall be excused for the period of the prohibition or delay and/or the period for the performance of any such act shall be extended for a reasonable period.

(M) Subsequent Sale or Transfer. If Landlord sells the Leased Premises, Landlord shall take reasonable measures to ensure a resulting purchase agreement preserves Tenant's leasehold interest in the Leased Premises for the duration of the lease term, such that the purchaser assumes the same covenants and responsibilities as Landlord under this Lease.

[The remainder of this page has been intentionally left blank. Signatures are on the following page.]

Landlord and Tenant have caused this Lease to be signed as of the date and year first above written.

LANDLORD:

CITY OF HUDSON, OHIO

By:_____
Jane Howington, City Manager

Adopted by City Council Resolution No. 15-34
on _____, 2015

Approved as to legal form:

_____
R. Todd Hunt, City Solicitor

TENANT:

HUDSON FIRE DEPARTMENT ASSOCIATION

By:_____

Print Name: _____

Its: _____

EXHIBIT A
Description of Lease Area

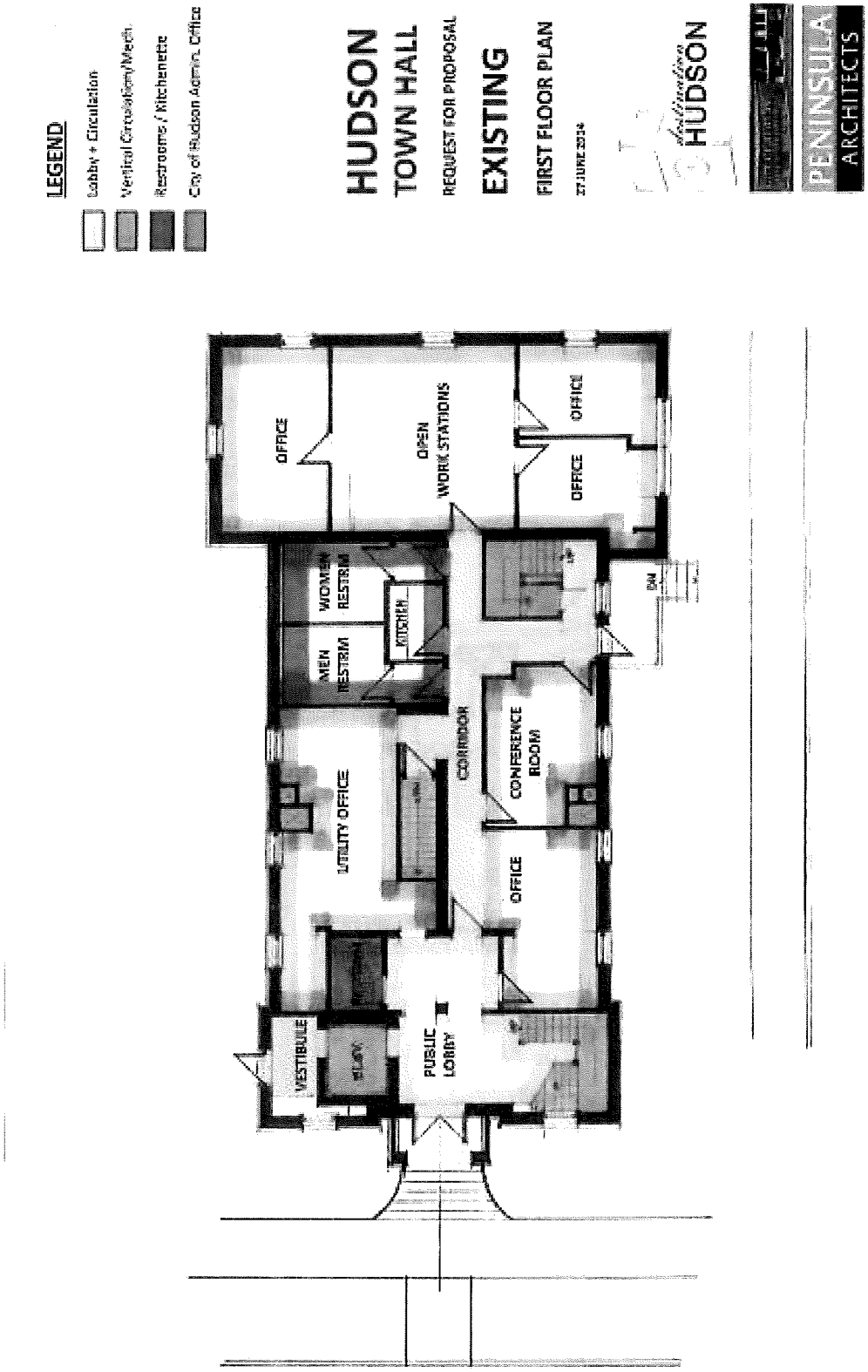
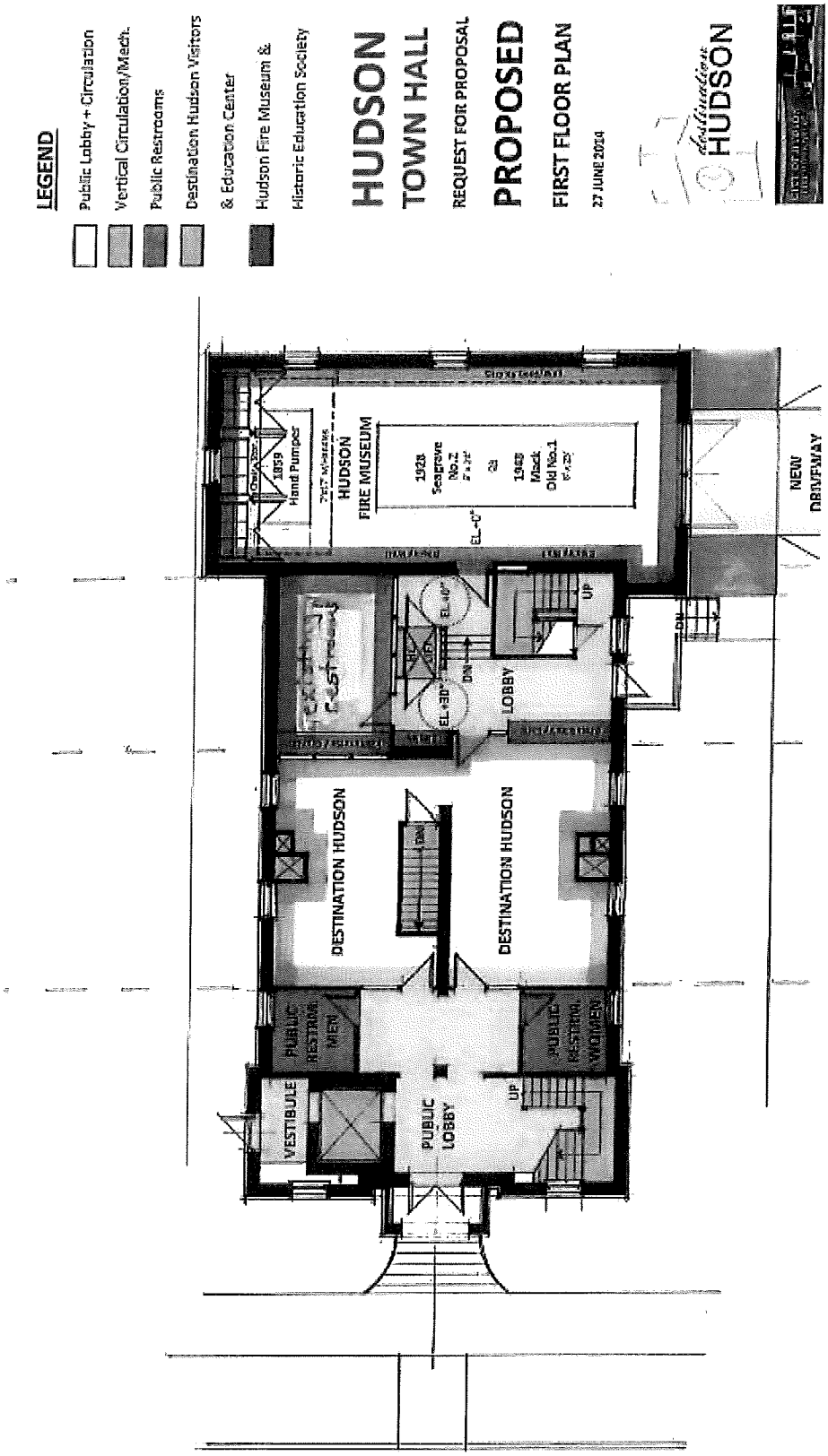


EXHIBIT B
Tenant's Work



Res. No. 15-34

LEASE

THIS LEASE, entered into on this 16 day of April, 2015, by and between the **CITY OF HUDSON, OHIO**, a municipal corporation ("Landlord"), with a mailing address of 115 Executive Parkway, Suite 400, Hudson, Ohio 44236 and **HUDSON FIRE DEPARMENT ASSOCIATION**, an Ohio non-profit corporation ("Tenant"), with a mailing address of P.O. Box 2193, Hudson, Ohio 44236.

WITNESSETH

1. LEASED PREMISES

Landlord is the owner of a parcel of property located at 27 East Main Street, Hudson, Ohio 44236, Summit County Permanent Parcel Number 3201852 (the "Property"), containing a two-story building ("Building"). Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, a portion of the first floor of the Building consisting of approximately 1,463 square feet of area more specifically depicted in "Exhibit A" attached hereto and incorporated herein, ("Tenant Area") along with Common Areas, as defined below. Tenant shall have exclusive use of the Tenant Area and non-exclusive use of the Common Areas. (The Tenant Area and the Common Areas are collectively referred to as the "Leased Premises.")

The term "Common Areas" as used in this Lease shall be construed to include those facilities located on the Property for the nonexclusive use of Tenant in common with Landlord and the other authorized users. Common Areas within the Building are those areas identified as such on "Exhibit A" and include the means of ingress and egress to the Building, hallways designated as Common Areas, Building lobby, vestibules at the points of ingress and egress, stairs and stairwells to the second floor of the Building, the restrooms, and kitchen area. Common Areas outside of the Building on within the Leased Premises include walkways, sidewalks, parking areas, and utility lines, pipes, conduits and other similar facilities.

Tenant acknowledges that access to the second floor of the Building is available through the Common Areas of the Premises and agrees that Tenant shall not have any right to access or use the second floor of the Building. Further Tenant acknowledges and agrees that Landlord, and its officers, employees, agents, lessees, and/or invitees, have the right to 24-hour / 7 days per week access to the second floor of the Building.

Tenant shall be permitted to install one or more signs which indicate the name of Tenant's business or establishment, only with the written pre-approval of Landlord.

2. TERM

The term of this lease shall be ten (10) years (each a "Lease Year"), commencing on April 16, 2015 (the "Commencement Date"). Tenant or Landlord may terminate the Lease with at least sixty (60) days written notice to the other party hereto. Notwithstanding the date of the notice of termination, said termination shall occur only on the last day of the month in which the termination is effective.

3. RENT; SECURITY DEPOSIT; TAXES.

(A) Rent. Tenant agrees to pay to Landlord, at its office or other place as Landlord may from time to time designate, as "Rent" for the Leased Premises the amount of Fifty Dollars ($50.00) annually, payable in advance on or before January 1st of each year of the Lease. The rent for the first Lease Year shall be prorated as of the Commencement Date of the Lease and shall be due upon the Commencement Date.

(B) Taxes. The Leased Premises is presently exempt from real estate taxes pursuant to Ohio law. To the extent that the Leased Premises becomes subject to any real estate taxes, charges, fees or assessments, tenant shall reimburse the Landlord for one hundred percent (100%) of said taxes, charges, fees or assessments attributable to the Tenant Area and a proportionate share of said taxes, charges, fees or assessments attributable to the Common Area based on the ratio of Tenant Area to the total square footage of the Building, excluding Common Areas.

4. UTILITIES AND SNOW REMOVAL

The gas, electric, water, and sewer utilities to the Leased Premises are not separately metered, but Landlord reserves the right to meter the utilities at any time. Tenant shall be responsible for paying all the utility services to the extent such are metered. Tenant shall be responsible for paying a proportionate share of the utility expenses in the same ratio as Tenant Area to total square footage of the Building, excluding Common Areas. Landlord will bill Tenant periodically for actual utility expenses and provide documentation of utility bills for audit purposes. Payment shall be made to the Landlord within thirty (30) days of mailing to the Tenant of a bill for such utility expenses.

Landlord shall be responsible for the removal of snow and ice on the walkways on the Leased Premises and areas of ingress and egress into the Building.

5. USE OF LEASED PREMISES BY TENANT.

(A) Tenant's Use of Leased Premises. Tenant shall use the Leased Premises only for the uses in connection with a fire museum and associated operations.

(B) "AS-IS" Condition. Tenant may perform an inspection of the Leased Premises prior to the Commencement Date for the purpose of documenting, in cooperation with Landlord, any deficiencies in the Leased Premises . Otherwise, Tenant hereby acknowledges that it accepts the Leased Premises on an "AS IS AND WITH ALL FAULTS" basis without representations or warranties of any kind or nature, express, implied or otherwise, written or oral, including, but not limited to, any representation or warranty concerning any matter or thing arising or relating to the Leased Premises. Tenant agrees that taking possession of the Leased Premises shall be deemed a representation and warranty that Tenant has completed all physical examinations that Tenant desires to conduct relating to the acquisition of the Property and will accept possession of and acquire the same solely on the basis of such examinations, if any, and Tenant will accept the Property in its condition existing as of the date of commencement of this Lease, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the condition, use, or occupancy of the Leased Premises. The Tenant represents to the Landlord, and agrees, that no representations, warranties or statements of any kind have been made to it by the Landlord, any broker, or any person representing or purporting to represent, or claimed to represent, the Landlord, or from any other source.

6. TENANT'S COVENANTS WITH RESPECT TO OCCUPANCY.

Tenant agrees:

(A) To occupy the Leased Premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of all governmental bodies having jurisdiction over the Tenant's use and occupancy of the Leased Premises, and without committing or permitting waste;

(B) To neither do nor suffer anything to be done or kept in or about the Leased Premises which contravenes Landlord's insurance policies;

(C) To permit no sound(s) or reproduction of sounds which are unreasonably audible outside of the Leased Premises nor permit odors to be unreasonably dispelled from the Leased Premises;

(D) To place no sign on the exterior of the Leased Premises or on the interior surface of any windows of the Leased Premises without obtaining Landlord's prior written consent;

(E) To permit Landlord free access to the Leased Premises upon at least twenty-four (24) hours' written notice, except in the case of emergency, for the purpose of examining the same or making alterations or repairs to the Leased Premises that Landlord may deem necessary for the safety or preservation thereof; Landlord agrees to make reasonable efforts not to interfere with or interrupt the conduct and operation of Tenant's business or operation in the Leased Premises;

(F) To not permit the accumulation or burning of any trash, rubbish, refuse, garbage or waste materials in, on, or about any part of the Leased Premises; and

(G) To not subject any fixtures, in or on the Leased Premises which are affixed to the realty, or the Property itself, to any mortgages, liens, conditional sales agreements, security interests or encumbrances.

7. REPAIRS AND ALTERATIONS.

(A) Repairs by Landlord. Landlord shall keep the foundations, roof, exterior paths of ingress and egress, the heating, air conditioning, sprinkling (if any), electrical, fire and security alarms, Common Areas, plumbing and sewer systems and structural portions of the outer walls of the Leased Premises in good repair, except for repairs required thereto by reason of the intentional or grossly negligent acts of Tenant, Tenant's employees, agents, invitees, licensees, or contractors. Tenant shall give Landlord written notice of the necessity for repairs coming to the attention of Tenant, following which Landlord shall have a reasonable time to undertake and complete such repairs at Landlord's sole expense. The provisions of this Subsection 7(A) shall not apply in the case of damage or destruction by fire or other casualty, in which events the obligations of Landlord shall be controlled by Section 9 hereof. Landlord shall be responsible for interior or exterior damage caused by Landlord's own negligence or that of Landlord's agents, employees, or visitors, including Landlord's failure to maintain the exterior or other items set forth above.

(B) Repairs by Tenant. Tenant shall keep the Tenant Area and every part thereof and any fixtures, facilities or equipment contained therein, in good condition and repair. Tenant shall not permit any objects, trash or debris to be placed in the Common Areas by its officers, employees, or invitees. Without Landlord's prior written consent, Tenant shall not make repairs to the foundations, roof, exterior paths of ingress and egress, the heating, air conditioning, sprinkling, electrical, fire and security system, Common Areas, plumbing and sewer systems and structural portions of the outer walls of the Leased Premises, but shall promptly inform Landlord of the need for any such repair.

(C) Alterations or Improvements by Tenant. Tenant shall not, without Landlord's prior written consent, which may be given or denied in Landlord's sole discretion, make or permit to be made, any alterations, additions or improvements to the Leased Premises, except those listed in "Exhibit B" hereto ("Tenant's Work"). Any alterations permitted by Landlord shall be upon the condition that Tenant shall promptly pay all costs, expenses, and charges thereof, shall make such alterations and improvements in accordance with all applicable laws, building codes and ordinances, in a good and workmanlike manner, and hold Landlord harmless from damages resulting from such alterations. Tenant shall promptly repair any damages to the Leased Premises caused by any alterations, additions or improvements to the Leased Premises by Tenant. Except for restroom areas, the plumbing associated therewith, and walls, Tenant shall, upon request of Landlord, remove any or all alternations and improvements prior to the termination of the Lease or the vacation of the Leased Premises, whichever occurs first,

and Tenant shall repair and restore the areas of the removed alterations or improvements to its prior condition.

(D) Tenant's Fixtures and Personal Property. All of Tenant's trade fixtures, equipment, furniture, inventory and other property owned by Tenant and located at the Leased Premises shall remain the property of Tenant. Tenant shall have the right at any time to remove Tenant's property provided that Tenant repairs any damage caused by such removal. If Tenant fails to remove such items from the Leased Premises prior to the expiration or termination of this Lease, all such trade fixtures, furniture, furnishings, and signs shall become the property of Landlord.

Tenant further agrees that all personal property of every kind or description which may at any time be in the Leased Premises shall be at the Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant except as provided for in Section 8(C) below.

8. INDEMNITY AND INSURANCE.

(A) Indemnification. Tenant shall indemnify Landlord from any and all liability, injury, damage, expense, cause of action, suit, claim, or judgment related to the loss of person or property caused by Tenant's employees, agents, contractors, customers, invitees, or officers. Tenant acknowledges that Landlord, as a public entity, cannot agree to indemnify Tenant as a matter of law. Nonetheless, the Tenant and Landlord agree to maintain such liability insurance as is customary for the type and scope of the services provided by their respective organizations and as forth set forth below. Certificates evidencing such insurance coverage shall be provided upon request.

(B) Liability Insurance. Tenant agrees to carry liability insurance covering the Leased Premises and Tenant's use thereof, together with contractual liability endorsements covering Tenant's obligations under this Lease, in companies and in a form satisfactory to Landlord, with minimum limits of One Million and 00/100 Dollars ($1,000,000.00) on account of bodily injuries to or death of one person, Two Million and 00/100 Dollars ($2,000,000.00) on account of bodily injuries to or death of more than one person as a result of any occurrence and One Hundred Thousand and 00/100 Dollars ($100,000.00) coverage for property damage, and to deposit said policy or policies (or certificates thereof) with Landlord prior to the date of and use or occupancy of the Leased Premises by Tenant; said policy or policies shall name Landlord as an additional insured and shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in advance of any modification or cancellation thereof.

(C) Landlord's Liability. Landlord shall not be liable (i) for any damage to Tenant's property located in the Leased Premises, unless caused by Landlord's gross negligence or willful misconduct, including acts performed by Landlord's employees, agents, invitees, contractors and officers, (ii) for any acts or omissions of Landlord's other tenants of the Property, nor (iii) for any condition of the Leased Premises whatsoever unless Landlord is responsible for the repair thereof, and has failed to make such repair

after notice from Tenant of the need therefor, and expiration of a reasonable time for the making of such repair.

(D) Fire and Extended Coverage Insurance. Landlord agrees to carry policies insuring the improvements on the Property against fire and such other perils as are normally covered by extended coverage endorsements in the county where the Leased Premises is located, together with insurance against such other risks in such amounts as Landlord deems appropriate. Landlord shall furnish Tenant with evidence of its insurance coverage upon request. Tenant agrees to notify Landlord in writing on the date of completion regarding the cost of any improvements installed in the Leased Premises during the term of this Lease other than trade fixtures, inventory, furniture, furnishings, signs or personal property of Tenant. Tenant's failure to advise Landlord regarding the value of said improvements as provided herein shall constitute a waiver of Tenant's right to be reimbursed for said improvements in the event of loss or destruction of the Leased Premises. Tenant agrees to carry insurance against fire and such other risks as are, from time to time, included in standard extended coverage endorsements, insuring Tenant's stock-in-trade, trade fixtures, furniture, furnishings, special equipment, floor and wall coverings, and all other items of personal property of Tenant located on or within the Leased Premises, such coverage to be in an amount equal to at least eighty percent (80%) of replacement cost thereof. Prior to the Commencement Date of this Lease, Tenant shall furnish Landlord with a certificate evidencing such coverage.

(E) Mutual Waiver of Subrogation. All insurance policies carried by either party covering the Leased Premises, including but not limited to contents, fire, and casualty insurance, shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra shall be charged therefor, so long as the other party pays such extra cost. If cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. The failure of any insurance policy to include such waiver clause or endorsement shall not affect the validity of this Lease. To the extent that the policy of insurance of each party so provides, Tenant and Landlord further agree to waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers, and employees; for any damage or destruction of persons, property or business which shall occur on or about the Leased Premises originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees.

9. DAMAGE AND DESTRUCTION.

In the event the Leased Premises is damaged by any peril covered by standard policies of fire and extended coverage insurance to any extent, the damage shall, except as hereinafter provided, be repaired by Landlord as timely as reasonably possible, at Landlord's expense, provided that in no event shall Landlord be required to repair or replace Tenant's stock-in-trade, trade fixtures, furniture, furnishings, equipment or personal property. In the event (a) the

Leased Premises is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement of the Leased Premises, or (b) the Building on the Leased Premises is damaged to the extent of fifty percent (50%) or more of the cost of replacement, notwithstanding the extent of damages to the Leased Premises, Landlord may elect either to repair or rebuild the Leased Premises or the Building thereon, as the case may be; to obtain Tenant's written consent to not repair the damage; or to request and obtain written consent from Tenant to terminate this Lease upon giving notice of such request in writing to Tenant within sixty (60) days after the event causing the damage. If Tenant agrees to terminate this Lease, Landlord shall give Tenant a mutually agreed reasonable period of time to vacate the Leased Premises after receiving Tenant's consent. If the casualty, repairing, or rebuilding shall render the Leased Premises untenantable, in whole or in part, a proportionate abatement of the rent shall be allowed until the date Landlord completes the repairs or rebuilding.

10. ASSIGNING AND SUBLETTING.

Tenant shall not sublet the Leased Premises or any part thereof, assign this Lease, or permit any business to be operated in, on or from the Leased Premises by any concessionaire or licensee without in each case the prior written consent of Landlord, which consent may be granted or denied in Landlord's sole discretion. Any such sublease or assignment which does not receive Landlord's prior written consent shall be void. Acceptance of rent from, or performance of any other obligation under this Lease by any person other than Tenant shall not be deemed to be a waiver of any of the provisions of this Lease nor shall it be deemed to be a consent to the assignment of this Lease, the subletting of the Leased Premises or the operation by a concessionaire or licensee. Any consent by Landlord to any assignment or subletting, or to the operation by a concessionaire or licensee, shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting or operation by a concessionaire or licensee. No consent by Landlord shall operate to relieve Tenant from primary liability for the performance of Tenant's obligations under this Lease.

11. DEFAULT BY TENANT.

The following shall constitute a default and material breach of this Lease by tenant, upon which the obligations of Landlord hereunder shall cease, without prejudice to the right of Landlord to recover from Tenant any sums due Landlord for rent and other charges payable by Tenant hereunder, including reasonable attorney's fees and also liquidated damages equal to any deficiency between the then rental value of the Leased Premises for the unexpired portion of the term and the rent provided for that portion of the term.

(i) Tenant defaults in the payment of rent, or any other charges or in the performance of any other of Tenant's obligations hereunder, and fails to remedy such default within twenty-five (25) days after written notice from Landlord;

(ii) Tenant defaults regarding matters other than the payment of rent or other charges and Tenant fails to remedy such default within thirty (30) days after written notice from Landlord (or, in the event such default cannot be reasonably cured within the thirty (30) day period, Tenant fails to commence to cure such

default within the thirty (30) day period and thereafter fails to promptly and diligently pursue the cure thereof within a reasonable time);

(iii) A receiver of any property of Tenant on the Leased Premises is appointed;

(iv) Tenant's interest in the Leased Premises is levied upon by legal process;

(v) Tenant is adjudged bankrupt or files a voluntary petition in bankruptcy, disposes of all or substantially all of its assets in bulk, or makes an assignment for the benefit of its creditors.

No failure of Landlord to enforce its right or remedies upon default of Tenant shall prejudice or affect the rights of Landlord upon any subsequent or similar default.

If Tenant at any time shall fail to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time after giving thirty (30) days prior written notice to Tenant make such payments or perform such act for the account and at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

12. NOTICES.

Any notice or consent required to be given by or on behalf of either party to the other shall be deemed given when sent by electronic mail, hand-delivered, or delivered by a nationally-recognized overnight carrier, to Landlord at the address specified below, and to Tenant at the address specified below or at the Leased Premises, or at such other address as either party may specify, from time to time, by notice to the other in the manner herein set forth.

If to Landlord:
City of Hudson
c/o City Manager
115 Executive Parkway, Suite 400
Hudson, Ohio 44236
E-mail: jhowington@hudson.oh.us

If to Tenant:
Hudson Fire Department Association
c/o Dennis Hensley
PO BOX 2193
Hudson, OH 44236
E-mail: hudsonfiredeptassn@gmail.com

13. ESTOPPEL CERTIFICATES.

At any time and from time to time, Landlord and Tenant agree, upon request in writing from the other, to execute and deliver to the requesting party, for the benefit of such persons as named in such request, a statement in writing and in form and substance satisfactory to Landlord and Tenant certifying to such of the following information as Landlord or Tenant shall request: (i) that this Lease constitutes the entire agreement between Landlord and Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) the dates to which the rent, and other charges hereunder have been paid, and the amount of any security deposited with Landlord; (iii) that Tenant has accepted possession of the Leased Premises, that the Lease term has commenced, that Tenant is occupying the Leased Premises, that Tenant knows of no default under the Lease by Landlord and that there are no defaults or offsets which Tenant has against enforcement of this Lease by Landlord; (iv) the actual commencement date of the Lease and the expiration date of the Lease; and (v) such other facts as are true and ascertainable.

14. QUIET ENJOYMENT.

Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have peaceable quiet enjoyment and possession of the Leased Premises without any hindrance from Landlord or any person or persons lawfully claiming the Leased Premises, subject, however, to the terms and conditions of this Lease, and to any ground or underlying leases, deeds, and encumbrances of record to which this Lease is or may be subordinated.

15. LIABILITY OF LANDLORD.

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant may recover a money judgment against Landlord or pursue any other legal means to achieve satisfaction under the law. In the event of the sale or other transfer of Landlord's right, title and interest in the Leased Premises, Landlord shall be released from all liability and obligations hereunder for those acts occurring after the date of sale or transfers.

16. MISCELLANEOUS PROVISIONS.

(A) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rentals herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

(B) Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing and signed by Landlord. No waiver by Landlord with respect to one or more tenants or occupants of the Property shall constitute a waiver in favor of any other tenant, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant.

(C) Broker's Commission. Landlord and Tenant each warrant to the other that there are no claims for broker's commissions or finder's fees in connection with the execution of this Lease.

(D) No Partnership. Landlord and Tenant do not, in any way or for any purpose, become a partner of the other in the conduct of its business, or otherwise, or a joint venture or a member of a joint enterprise.

(E) Section Headings. The section headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

(F) Lease Inures to the Benefit of Assignees. This Lease and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns respectively, of the parties hereto, provided, however, that no assignment by, from, through, or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatever.

(G) Entire Agreement. This Lease and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Leased Premises, and there are no covenants, promises agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

(H) Surrender and Holding Over. Tenant shall deliver up and surrender to Landlord possession of the Leased Premises upon the expiration or termination of the Lease in as good condition and repair as the same shall be at the commencement of said term (damage by fire and other perils covered by standard fire and extended coverage insurance and ordinary wear and decay only excepted), save normal wear and tear. Should Tenant remain in possession of the Leased Premises after any termination of this Lease, no tenancy or interest in the Leased Premises shall result therefrom, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall upon demand pay to Landlord, as liquidated damages, a sum equal to two hundred percent (200%) of the rent payable preceding the termination of this Lease.

(I) No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and shall vest no right in either party. This Lease becomes effective as a Lease only upon execution and delivery thereof by the parties hereto.

(J) Severability. In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein, and the balance of this Lease shall continue in effect in accordance with its terms.

(K) Environmental Matters. Tenant covenants and agrees that the Leased Premises may not and shall not be used for the storage, manufacture, transportation, use, sale or generation of Hazardous Materials (as defined below), and except in accordance with all federal, state and local laws, ordinances, regulations, orders, rules and guidelines, Tenant shall not dispose of or flush solvents, paints, chemicals or other Hazardous Materials, as defined herein, into any drains or the sewer system of the Building or on, under or about the Leased Premises or Building thereon. For purposes of this Lease, Hazardous Materials includes any toxic substances or pollutants or related material including, without limitation, any substances included in the definition of "hazardous substances," "hazardous waste," "pollutants," "infectious waste" or "toxic substances" under any federal, state or local law, ordinance, regulation, rule, order or requirement which includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.) and any regulations promulgated pursuant thereto, Resource Conservation Recovery Act (42 U.S.C. §6901, et seq.) and any regulations promulgated pursuant thereto, and the Clean Water Act (33 U.S.C. §1251, et seq.) and any regulations promulgated pursuant thereto; and Hazardous Materials shall also include asbestos, petroleum products, petroleum product derivatives and urea formaldehyde and any hazardous chemical as defined under the Occupational Safety and Health Administration Hazard Communication Standard (29 C.F.R. §1910.100, et seq.).

Notwithstanding anything contained in the Lease to the contrary, Tenant shall have no obligations or responsibility for any adverse environmental condition or any environmental contamination which did not directly result from an act or omission of Tenant during the term of its occupancy of the Leased Premises. The provisions

of this section shall survive the expiration or termination for any reason of this Lease.

(L) Force Majeure. In the event that Landlord or Tenant is delayed, hindered in or prevented from the performance of any act required hereunder (other than the payment of rent and other charges payable by Tenant), or prevented from using the Leased Premises as intended in Section 5, by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, subsequent regulation or legislation restricting the intended use of the Leased Premises, the act, failure to act or default of the other party beyond that party's reasonable control, war or any other reason beyond the reasonable control of the

party who is seeking additional time for the performance of such act, then performance of such act shall be excused for the period of the prohibition or delay and/or the period for the performance of any such act shall be extended for a reasonable period.

(M) Subsequent Sale or Transfer. If Landlord sells the Leased Premises, Landlord shall take reasonable measures to ensure a resulting purchase agreement preserves Tenant's leasehold interest in the Leased Premises for the duration of the lease term, such that the purchaser assumes the same covenants and responsibilities as Landlord under this Lease.

[The remainder of this page has been intentionally left blank. Signatures are on the following page.]

Landlord and Tenant have caused this Lease to be signed as of the date and year first above written.

LANDLORD:

CITY OF HUDSON, OHIO

By: _____
Jane Howington, City Manager

Adopted by City Council Resolution No. 15-34
on March 17, 2015

Approved as to legal form:

_____
R. Todd Hunt, City Solicitor

TENANT:

HUDSON FIRE DEPARTMENT ASSOCIATION

By: _____

Print Name: Dennis Hensley

Its: March 19, 2015

EXHIBIT A
Description of Lease Area

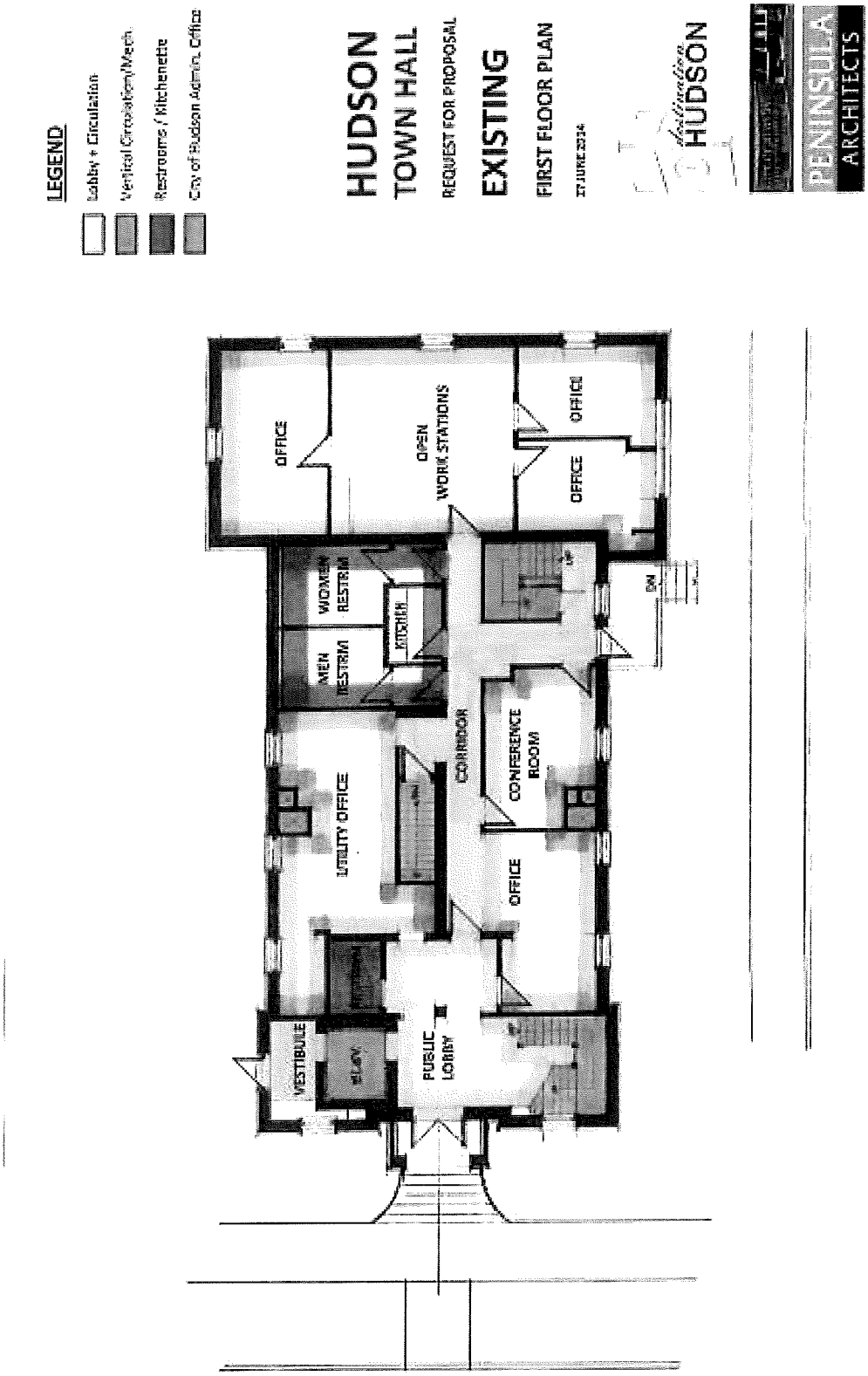
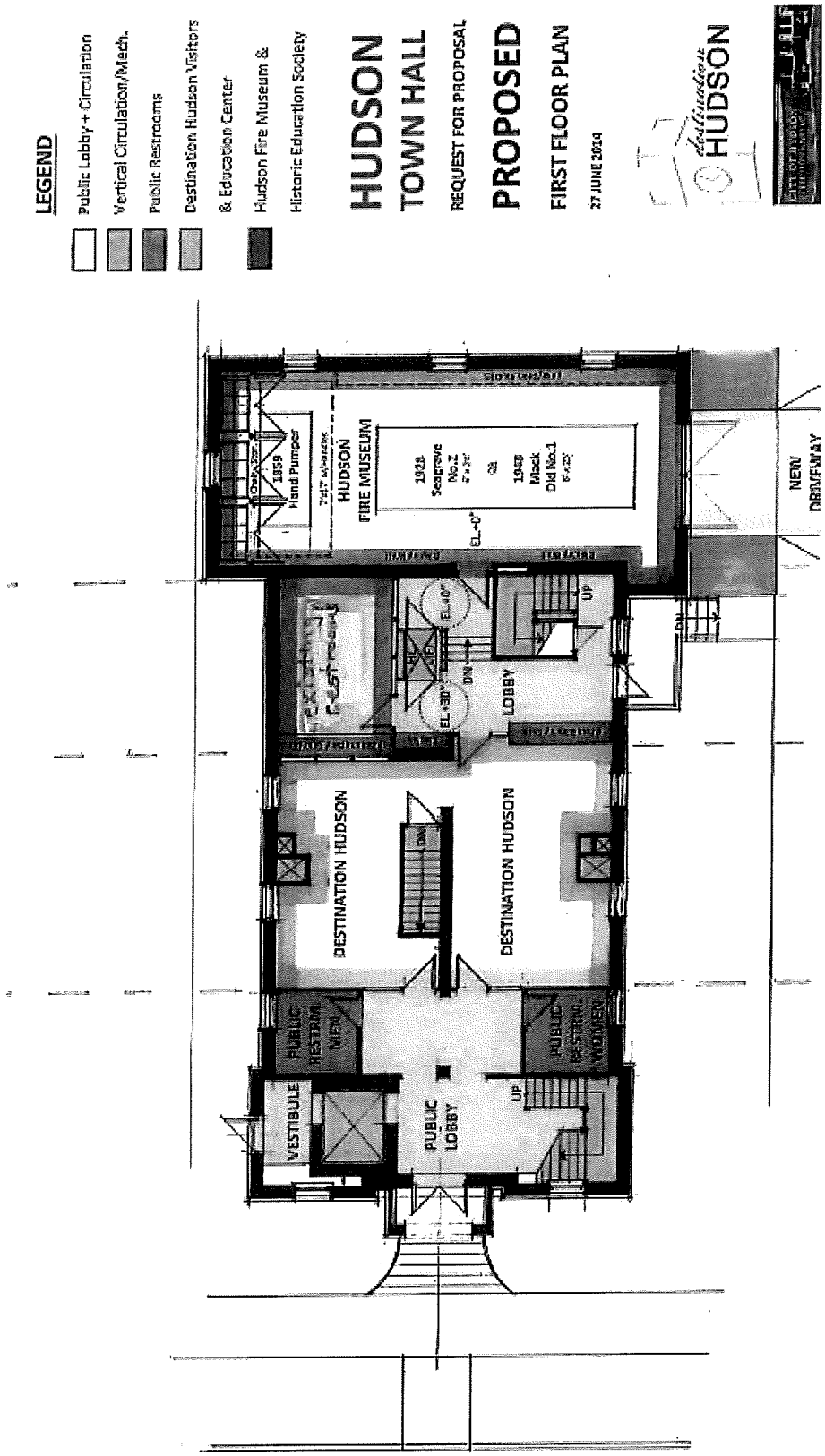


EXHIBIT B
Tenant's Work



Res. No. 15-34

OHIO
HUDSON

CITY COUNCIL • 115 Executive Parkway, Suite 400 • Hudson, Ohio 44236 • (330) 342-1795

April 20, 2015

Mr. Dennis Hensley
P.O. Box 2193
Hudson, OH 44236

Dear Mr. Hensley:

Enclosed for your records is a fully executed original of the Town Hall Lease Agreement between the City of Hudson and Hudson Fire Department Association. Also enclosed is a copy of a letter from Mr. Ed Romito concerning use of the Johnson Romito Funeral Home parking lot.

Should you have any questions, please let us know.

Sincerely,

Elizabeth Slagle

Elizabeth Slagle, CMC
Clerk of Council
(330) 342-1795
eslagle@hudson.oh.us

Enclosures (2)

Cc: Frank J. Comeriato, Jr., Assistant City Manager – Operations

Johnson Romito FUNERAL HOMES

To: City of Hudson
From: Johnson Romito Funeral Home
Subject: Funeral Home Parking
Date: April 7, 2015

Johnson Romito serves families 24 hours, 7 days a week. As a result we never know when our services and funeral home are needed.

We have used a signal for City Hall when we are in need of all our limited parking for use by the families we serve.

The signal is when the BLINDS ON THE BAY WINDOW FACING CITY HALL ARE CLOSED, we need our **entire parking lot** for the family we are serving.

When the BLINDS ON THE BAY WINDOW FACING CITY HALL ARE OPEN, we are not serving a family.

Please call anytime if you have any questions 330-650-4181

Thanks you for observing the "signal".

Respectfully,

Ed Romito and the Staff of Johnson Romito Funeral Home

19 East Main Street
Hudson, Ohio 44236
330-650-4181
info@johnsonromito.com