

FOUNDATION EASEMENT

THIS FOUNDATION EASEMENT, granted as of the ____ day of _____, 2012, by the CITY OF KENT, OHIO, a municipal corporation duly organized and existing under and by virtue of the constitution and laws of the State of Ohio and a duly adopted Charter (the "**Grantor**") to KENT STATE UNIVERSITY FOUNDATION, INC., an Ohio non-profit corporation, and its successors and assigns (the "**Grantee**").

Background

WHEREAS, Grantee is the owner of an approximately .00225 _____ of real property located in Kent, Ohio, and more fully described on Exhibit A attached hereto and made a part hereof ("**Grantee's Parcel**"); and

WHEREAS, Grantor herein is the owner of certain real property which is contiguous to Grantee's Parcel, and more fully described on Exhibit B attached hereto and made a part hereof ("**Grantor's Parcel**"); and

WHEREAS, Grantee has requested a perpetual, non-exclusive easement in, on, under and through a portion of Grantor's Parcel for the purpose of constructing and maintaining foundations, footings, foundation drains and related appurtenances for improvements to be constructed on Grantee's Parcel (collectively the "**Foundation Improvements**"), and Grantor is willing to grant such non-exclusive easement upon the terms and conditions herein stated.

Statement of Agreement

NOW, THEREFORE, in consideration of \$1.00, and the mutual covenants contained herein and other good and valuable consideration, received to the full satisfaction of Grantor, the parties hereby agree as follows:

1. For the purposes and upon the terms and conditions hereinafter set forth, Grantor does hereby grant to Grantee, its successors and assigns, a permanent easement ("**Easement**") under and through the portions of Grantor's Parcel legally described in **Exhibit C** attached hereto and made a part hereof. Grantor agrees to permit reasonable access to the Easement area over and across Grantee's Parcel for purposes of constructing, using, maintaining, repairing, replacing relocating and/or removing the Foundation Improvements. Grantor hereby represents and warrants to Grantee, its successors and assigns, that Grantor is the true and lawful owner in fee simple of Grantor's parcel and has the right and full power to grant the easement and rights herein granted, and that Grantor will warrant and defend the Easement and rights herein granted against all claims of all persons.

2. The Easement may be used by Grantee and Grantee's successors, assigns, tenants, subtenants, licensees, contractors, employees and agents for the purpose of constructing, using, maintaining, repairing, replacing, relocating and/or removing, all at Grantee's sole cost and expense, the Foundation Improvements.

3. Grantor hereby reserves to itself, its successors and assigns, the right and privilege of using the surface of Grantor's Parcel, including the portion thereof overlying the Easement area, for any and all purposes, provided such use must not, in Grantee's reasonable judgment interfere with or otherwise impair Grantee's use of the Easement for the purposes specified herein or adversely affect the Foundation Improvements.

4. The rights and obligations of the parties set forth herein shall be binding upon and inure to the benefit of each of them, their respective successors and assigns, and shall run with the land. This instrument shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment is carried out. This instrument may be modified only by a writing signed by the parties.

5. Every notice required or permitted to be given under this instrument or in connection with any proceeding or action growing out of this instrument shall be deemed to be sufficiently given or served on the date of delivery if personally delivered, three (3) business days after being sent by certified mail or one (1) business day after being sent by overnight delivery service, addressed as follows: If to Grantor, addressed to Grantor at 215 East Summit Street, Kent, Ohio 44240, Attention: David Ruller; and if to Grantee, addressed to Grantee at Library Building, 1 Eastway Plaza, Room 296, Kent, OH 44242, Attention: Eugene Finn, Vice President for Institutional Advancement, with a copy to Sonkin & Koberna Co., L.P.A., 3401 Enterprise Parkway, Suite 400, Beachwood, OH 44122, Attention: Rick D. Sonkin, Esq. and Lori M. Ambriola, Esq. Either party may designate a different address or a different person for the sending of notices by complying with the provisions of this paragraph.

6. If any term or provision set forth herein or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the other terms hereof, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision hereof shall be valid and be in force to the full extent permitted by law.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the day and year first above written.

GRANTOR:

CITY OF KENT, OHIO

By: _____
Name: David Ruller
Title: City Manager

Approved as to Form:

James R. Silver, Law Director

GRANTEE:

KENT STATE UNIVERSITY FOUNDATION,
INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENTS

STATE OF OHIO)
) SS
COUNTY OF PORTAGE)

Acknowledged before me this ____ day of _____, 2012, by _____ the _____ of the City of Kent, an Ohio municipal corporation, for and on behalf of said Grantor.

Notary Public

My Commission Expires:
(seal)

STATE OF OHIO)
) SS
COUNTY OF PORTAGE)

Acknowledged before me this ____ day of _____, 2012, by _____ the _____ of Kent State University Foundation, Inc., an Ohio non-profit corporation, for and on behalf of said non-profit corporation.

Notary Public

My Commission Expires:
(seal)

This instrument prepared by:

EXHIBIT A

Description of Grantee's Parcel

EXHIBIT B

Description of Grantor's Parcel

EXHIBIT C

Description of Easement Property




CITY OF KENT, OHIO

DEPARTMENT OF ECONOMIC DEVELOPMENT

Date: January 11, 2012

To: David Ruller, City Manager
Jim Silver, Law Director
David Coffee, Finance Director
Linda Copley, Clerk of Council

From:  Dan Smith, Economic Development Director

Subject: CORF Grant Purchase Agreement and Failure Investigation
Grant Agreement with Thomas & Betts Clarification

As previously discussed and approved, we had applied and received a State of Ohio Clean Ohio Revitalization (CORF) grant in the amount of \$1.34 million to clean up the former R.B.&W. site located at 800 Mogadore Road. In October, we presented several changes the State of Ohio has requested in September to be in compliance and receive funding for round eleven. There were two items we discussed in executive session:

- 1) The State requested that a failure investigation of the slurry wall would need to be moved from a grant covered expenditure to a matching grant.
- 2) The State did not want the property to transfer to the City of Kent title until the failure investigation was completed.

To that end, we presented the options in executive session. Council decided to split the slurry wall investigation expense with Thomas and Betts. The cost of the investigation was not to be higher than \$150,000 and each party would only approve up to \$75,000. The second item was covered by an amendment to the purchase order.

When we ended the executive session, we apparently did not memorialize the minutes and discussion. For your review, I have attached the grant agreement and purchase agreement that were written in support of the grant effort.

With the State having approved the application, we are ready to move forward with the failure investigation and contract with HzW as soon as possible to implement the study and execute the grant. To clarify the agreement, we are asking to appropriate up to \$75,000 out of capital fund 301 in support of the CORF grant and purchase agreement.

Thomas & Betts Corporation
8155 T&B Boulevard
Memphis, TN 38125
(901)252-5000
www.tnb.com

Thomas&Betts

October 7, 2011

Ohio Department of Development
Urban Development Division
77 s. High Street, 26th Floor
Columbus, Ohio

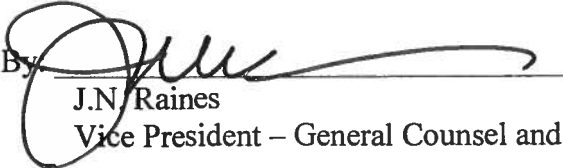
**Subject: *Commitment Letter for Future Matching Funds
800 Mogadore Road Site, Kent, Ohio***

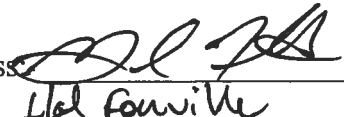
Ladies and Gentlemen:

Thomas & Betts Corporation hereby certifies to the Department that, should the 800 Mogadore Road Site in Kent, Portage County, Ohio (the "Property") receive grant funding through the Clean Ohio Revitalization Fund (CORF), Thomas & Betts Corporation commits to spend up to \$75,000.00 in matching costs as reflected on the Project Assumptions and Cost Estimate (PACE) and the Sources and Uses of Funds spreadsheets, for purposes of performing a failure investigation of the slurry wall and cap system and/or for an Urban Setting Designation (USD) application for the Property. I certify that I have the authority to make this commitment on behalf of Thomas & Betts Corporation, and that Thomas & Betts Corporation has the resources to satisfy this commitment in accordance with the CORF grant application.

Sincerely,

THOMAS & BETTS CORPORATION

By 
J.N. Raines
Vice President – General Counsel and Secretary

Witness 
Hal Fourville

**CITY OF KENT AND
THOMAS & BETTS AGREEMENT**

ENVIRONMENTAL GRANT

THIS AGREEMENT is made and entered into by and between the CITY OF KENT, OHIO ("City"), through the City Manager and the THOMAS & BETTS COMPANY, hereinafter referred to as the "Grantee".

WITNESSETH:

WHEREAS, the City has an interest in cleaning up and containing environmental hazards within the City of Kent; and

WHEREAS, the Grantee has shown a great deal of initiative and effort in the environmental cleanup of 800 Mogadore Road, Kent, Ohio; and

WHEREAS, there is a need to assess the leakage of environmentally hazardous materials, either around or through a slurry containment wall already on the property known as 800 Mogadore Raod, Kent, Ohio.

NOW THEREFORE, the City of Kent, Ohio and Thomas & Betts, in consideration of the mutual covenants herein, agree as follows:

A. GRANT AWARD AND APPROVED ACTIVITIES

1. The City hereby awards to the Grantee a grant of up \$75,000.00 to implement the investigation of leakage of hazardous materials around or through the slurry retaining wall on its property known as 800 Mogadore Road, Kent, Ohio.

2. The Grantee shall provide at minimum, a local match equal to the above mentioned pass-through grant amount.

3. The City shall make one reimbursement payment to the Grantee upon two (2) conditions: (1) completion of the entire project and, (2) the granting by the State of Ohio of monies through the Ohio Department of Development (Project #2011-031), for Clean Ohio Revitalization Funds (CORF) for clean up of the property at 800 Mogadore Road, Kent, Ohio. Payment shall be made upon the City's review and approval of a Grantee submitted final financial statement and report, identifying total project costs and project results.

4. Attached to this Agreement is a signed resolution by Council authorizing the City to award this grant and to implement the activities described herein.

5. The Grantee shall obtain prior written approval for the City to revise or change the approved project activities and/or approved expenditures.

6. This Agreement shall commence on December 1, 2011 and shall terminate on June 30, 2012 at which time and subject to appropriation, it may be renewed under the same terms and conditions by mutual written agreement of the parties for a term ending November 30, 2012.

7. Within 30 days after the project's completion, the Grantee will submit financial statements and reports identifying project costs and results to the City.

8. The Grantee agrees to comply with all applicable state and federal laws regarding this project.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the dates written below.

I (we) have the authority to sign this Agreement and do so by my (our) respective capacity:

CITY OF KENT, OHIO

THOMAS & BETTS COMPANY

Dave Ruller, City Manager

By _____

Address

Address

Date

Date

Federal Tax Identification Number

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AMENDMENT TO PURCHASE AGREEMENT

THIS AMENDMENT TO PURCHASE AGREEMENT (the "Agreement") is made and entered into as of _____, 2012, by and between the CITY OF KENT, OHIO, a municipal corporation duly organized and existing under and by virtue of the constitution and laws of the State of Ohio and a duly adopted Charter (the "City"), and AMETEK, INC., a Delaware corporation (the "Owner"), and amends the Purchase Agreement entered into between the City and the Owner dated as of April 20, 2011 (the "Purchase Agreement") (all capitalized terms used herein and not otherwise defined shall have the same meaning as provided in the Purchase Agreement).

WITNESSETH:

WHEREAS, the City and the Owner entered into the Purchase Agreement providing for the purchase by the City of the Owner's Property upon the Owner's relocation to a new site located in the City of Kent Downtown area; and

WHEREAS, the City and the Owner now desire to purchase the Property in advance of the Owner's relocation; and

NOW THEREFORE, in consideration of the premises and covenants contained herein, the parties agree as follows:

Section 1. Lease of Property.

If the City purchases the Property prior to the date the Owner has vacated the Property, the City and the Owner shall enter into a lease of the Property in form attached to this Amendment as Exhibit A and incorporated herein by reference (the "Lease") providing for the Lease of the Property to the Owner from the date upon which the City purchases the Property until the date the Property is vacated by the Owner, as provided in the Lease. All provisions of Section 3(a) and (b) of the Purchase Agreement shall be deleted from the Purchase Agreement and are instead contained in the Lease.

Section 2. Sale of Property.

The first paragraph of Section 1(c) of the Purchase Agreement is hereby amended to delete all of the words following "(the "Closing Date")" and to replace those words with the following "; provided that if the Closing Date is prior to the date the Owner has vacated the Property, the Lease shall be entered into simultaneously with the purchase of the Property."

The third paragraph of Section 1(c) of the Purchase Agreement is hereby amended by substituting the following for the first sentence of that paragraph "this Agreement shall terminate if the City has not purchased the Property by December 31, 2013, unless that date is extended by written agreement of both parties hereto."

Section 1(d) of the Purchase Agreement is hereby amended by deleting clauses (iii) and (iv) thereof. Following Closing, the Owner shall remain obligated for taxes and assessments and utility charges during the term of the Lease.

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Section 1(e) of the Purchase Agreement is hereby amended by adding the following clause to the last sentence thereof: “, except as otherwise provided in the Lease.”

The first paragraph of Section 2(b) of the Purchase Agreement is hereby amended by adding the following clause to the end of the last sentence thereof: “or the Lease.”

Section 3. Remediation by City.

The obligation of the City to remediate the Property as provided in Section 4(b) of the Purchase Agreement shall not be effective unless and until the Owner vacates the Property consistent with the requirements of the Lease and relocates all of its employees from the Property to the property owned by the City in its Downtown area under a lease for at least 15 years and is otherwise in compliance with the Lease.

Section 4. Effect of this Amendment.

All other provisions of the Purchase Agreement shall remain the same, in full force and effect as if incorporated herein by reference, except as amended in this Amendment.

Section 5. Counterparts.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the CITY OF KENT, OHIO has caused this Agreement to be duly executed in its behalf; and AMETEK, INC. has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

CITY OF KENT, OHIO

By: _____
City Manager

Approved as to form and correctness:

Law Director

AMETEK, INC.

By: _____
Name: Matthew C. French
Title: Vice President and General Manager

CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE

The undersigned, fiscal officer of the City of Kent, Ohio, hereby certifies that the money required to meet the obligations of the City during the year 2012 under the foregoing Agreement has been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

_____, 2012

Director of Budget and Finance
City of Kent, Ohio

EXHIBIT A
THE LEASE

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[Above Space For Recorder's Use Only]

COMMERCIAL PROPERTY LEASE

THIS LEASE, made as of _____, 2012 (the 'Effective Date') by and between the CITY OF KENT, OHIO, a municipal corporation, as Lessor, with a mailing address of _____, and AMETEK, INC., a Delaware corporation, as Lessee, with a mailing address of _____,

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into that certain Purchase Agreement, dated as of April 20, 2011, as amended by that certain Amendment to Purchase Agreement dated as of the Effective Date (collectively, the "Purchase Agreement"), pursuant to which Lessor has agreed to purchase from Lessee certain real property, together with the buildings and improvements thereon, located at 627 Lake Street, Kent, Ohio and known as Permanent Parcel No. 17-031-21-00-081-000, being more fully described in Exhibit A attached hereto and incorporated herein by reference (the "Premises").

WHEREAS, in accordance with the Purchase Agreement, upon the closing of the sale of the Premises to Lessor, Lessor has agreed to lease the Premises to Lessee, and Lessee has agreed to lease the Premises from Lessor, upon and subject to the terms, covenants and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants set forth herein, Lessor and Lessee hereby agree as follows:

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SECTION I
Demise of Leased Premises

Lessor agrees to lease to Lessee and Lessee agrees to hire from Lessor, the Premises, upon and subject to the terms, covenants and conditions hereinafter set forth. Lessee accepts the Premises in its "AS-IS" condition as of the date of commencement of the term without any representation or warranty of any kind by Lessor, including representations and warranties as to the condition, use, zoning or operation thereof, and Lessee shall be deemed to have waived any warranty of condition or habitability, suitability for occupancy, use or habitation, fitness for a particular purpose or merchantability, express or implied, related to the Premises.

SECTION II
Term

The space is leased for a term beginning on the date on which title to the Premises is conveyed to Lessor, and ending at 11:59 P.M. on December 31, 2013. Lessee may terminate this Lease prior to the expiration of the term upon Lessee's relocation all of its existing employees located at the Premises to the facilities to be leased by Lessee to an office building to be constructed by PF Downtown Kent LLC in the City's Urban Renewal Plan area in downtown Kent as described in the Purchase Agreement, upon not less than thirty (30) days prior written notice to Lessor specifying the date of termination, provided that Lessee surrenders possession of the Premises to Lessor on the date of termination in accordance with this Lease.

SECTION III
Rent

The rent payable hereunder by Lessee (hereinafter referred to as "rent") consists of "fixed rent," in the amount of \$1.00, which shall be paid in one installment, in advance, on the first day of the term, together with all other amounts which Lessee is obligated to pay under this Lease (including, without limitation, all insurance premiums, utility charges, taxes, late fees, interest and other amounts) (all such amounts being collectively referred to as "additional rent").

SECTION IV
Use and Occupancy

Lessee agrees to use and occupy the Premises as office and _____ facilities consistent with Lessee's current operations thereon and for no other purpose. Lessee covenants that it will use the Premises in a safe and reasonable manner and that no nuisance shall be permitted nor shall any waste be committed upon the Premises. Lessee further agrees that it shall not use the

Premises for any purpose which is prohibited by public law, ordinance or governmental or municipal regulation or order.

SECTION V
Place for Payment of Rent

Lessee shall pay rent, including, without limitation, all additional rent as provided below, to Lessor at Lessor's above stated address, or at any other place as Lessor may designate in writing, without demand and without counterclaim, deduction, or setoff.

SECTION VI
Care and Repair of Premises

(a) Lessee shall not commit any act of waste and shall take good care of the Premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the Premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. Lessee shall make all necessary maintenance, repairs and replacements to the Premises to keep and maintain the same in the same order, condition, repair as it is on the date of the Purchase Agreement.

(b) At the termination of this Lease, Lessee shall deliver the Premises to Lessor free of all personal property, trash and debris and in broom clean condition. Lessee may not remove fixtures or building systems, including HVAC systems, plumbing, electrical and lighting fixtures, without the advance consent of Lessor; provided, however, that Lessee may remove trade fixtures, including the following, without the advance consent of Lessor, so long as (i) they are not integral to the operation of the Premises and improvements on the Premises; (ii) the removal will not adversely effect the integrity and function of supporting structures; (iii) the materials removed are to be used in Lessee's other facilities and not sold for salvage; (iv) all gas lines are capped and the Premises are left in a safe and secure condition; and (v) Lessee uses commercially reasonable efforts to minimize any damage caused by the removal:

- (i) Lab/test equipment;
- (ii) Specialized lab and life test power equipment (such as transformers and power supplies);
- (iii) Specialized HVAC for life test;
- (iv) Back up diesel generator;

- (v) Model shop equipment, tools, tooling;
- (vi) Office and engineering supplies and equipment, furniture, storage shelving, cabinets;
- (vii) IT/ phone equipment; and
- (viii) Advertising, trade show booth materials.

All property of Lessee remaining on the Premises after the last day of the term of this Lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of the removal. Lessor may have any property left on the Premises stored at Lessee's risk and expense.

- (c) During the term of this Lease, Lessee agrees to:
 - (i) Provide proper written notice to Lessor of any damage or condemnation affecting any portion of the Premises;
 - (iii) Deliver to Lessor promptly after receipt by Lessee copies of all notices of violations issued by any governmental authority with respect to the Premises; and
 - (iv) Promptly advise Lessor of any litigation, arbitration or other judicial or other administrative proceeding which concerns or affects the Premises.
- (d) During the term of this Lease, Lessee agrees that Lessee will not grant, create or assume or permit to be created any mortgage, lien, encumbrance, lease or covenant, condition, right of way or restriction upon the Premises.
- (e) During the term of the Lease, Lessee agrees that it will indemnify Lessor and save Lessor and the holder of any mortgage on the Premises (the "Lessor's Mortgagee") harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss or damage to property or injury or death to persons occurring in, on or about or arising out of, the Premises and adjacent sidewalks and loading platforms or areas, occasioned wholly or in part by any act or omission of Lessee, Lessee's agents, contractors, customers or employees.
- (f) Lessee shall be responsible for and agrees to indemnify Lessor, protect and defend with counsel acceptable to Lessor, and hold Lessor harmless from and against any and all claims (including without limitation third party claims for personal injury or real or personal property damage), obligations, losses, actions, administrative proceedings (including informal proceedings),

judgments, damages, punitive damages, penalties, fines, costs, expenses, liabilities including sums paid in settlement of claims), interest or losses, reasonable attorney fees (including any fees and expenses incurred in enforcing this indemnity), consultant fees, expert fees, claims of any kind or nature (including but not limited to claims involving strict or absolute liability in tort), claims arising from or in connection with any violation or alleged violation by Lessee of any Environmental Laws or governmental order, any and all costs, expenses, and actions necessary or appropriate to remedy any such violation or alleged violation, which may be imposed upon, incurred by or asserted against Lessor that arise directly or indirectly from or in connection with the presence, suspected presence, release, or suspected release by Lessee of any Hazardous Materials whether into the air, soil, surface water or ground water at the Premises, or any violation by Lessee of Environmental Laws occurring during the term of this Lease. "Hazardous Materials" as used in this Lease, means any substance, material or waste defined as a pollutant or contaminant, or as a hazardous, toxic or dangerous substance, material or waste, under any Environmental Law, including, without limitation, petroleum, petroleum products, PCBs and asbestos. "Environmental Laws" as used in this Lease means all federal, state and local laws, statutes, ordinances, codes, regulations and other requirements respecting the environment, including but not limited to those respecting: (A) the generation, use, handling, processing, storage, treatment, transportation, or disposal of any solid or hazardous wastes, or any hazardous or toxic substances or materials; (B) pollution or contamination of land, air (including indoor air), or water (including groundwater); (C) emissions, spills, releases, or discharges of any substance onto or into the land, air (including indoor air), or water (including groundwater); (D) protection of wetlands; (E) aboveground or underground storage tanks; (F) air quality (including indoor air quality) or water quality (including groundwater quality); (G) protection of endangered species; and (H) damage to natural resources.

(f) The parties agree that Lessor shall not be liable for any damage to the personal property of Lessee located at the Premises, including, but not limited to, damage occurring by reason of failure to keep the Premises in repair, for any damage done or occasioned by or from fire, explosion, falling plaster, dampness, the electrical system, the heating, ventilating and air conditioning system, the plumbing and sewer system, in, above, upon or about the Premises nor for damages occasioned by water, snow or ice being upon or coming through the roof, trapdoor, walls, windows, doors or otherwise, nor for any damage to or loss of personal property or other property arising from acts of negligence of persons in the improvements or buildings of the Premises, or the acts of any owner or occupants of adjoining or contiguous property, or from burglary, theft or otherwise.

SECTION VII

Alterations, Additions or Improvements

(a) Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements in, to or about the Premises, and then shall make such

alterations only by such contractors and mechanics as may be approved in writing by Lessor. Lessee shall make any such alterations, changes and improvements consented to by Lessor in a good and workmanlike manner, shall comply with all applicable laws and building regulations, and shall, prior to the making of said alterations, changes and improvements, reasonably assure Lessor that payment for the same will be made by Lessee.

SECTION VIII

Prohibition Against Activities Increasing Fire Insurance Rates

Lessee shall not do or permit any activity on the Premises which will cause an increase in the rate of fire insurance on the Premises.

SECTION IX

Accumulation of Waste or Refuse Matter

Lessee shall not permit the accumulation of waste or refuse matter on the Premises or anywhere in or near the Premises.

SECTION X

Abandonment

Lessee shall not, without first obtaining the written consent of the Lessor, abandon the Premises, or allow the Premises to become vacant or deserted.

SECTION XI

Assignment or Sublease

Lessee shall not, without first obtaining the written consent of the Lessor, assign, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Premises or any part of the Premises. This covenant shall be binding upon the legal representatives of Lessee, and upon every person to whom Lessee's interest under this Lease passes by operation of law, but shall not apply to an assignment or subletting to the parent or subsidiary of a corporate Lessee or to a transfer of the leasehold interest occasioned by a consolidation or merger involving Lessee.

SECTION XII

Compliance with Rules and Regulations

Lessee shall observe and comply with any rules and regulations which may exist, which are made part of this Lease, and with any further reasonable rules and regulations as Lessor may prescribe, on written notice to the Lessee, for the safety, care, and cleanliness of the Premises.

SECTION XIII

Heat

Lessee agrees to pay for the heating of the Premises.

SECTION XIV

Water

Lessee agrees to pay for water charges as registered on the water meter and for sewer charges of the Premises.

SECTION XV

Electricity and Other Utilities

Lessee agrees to pay for electricity and all other utility charges of the Premises.

SECTION XVI

Real Estate Taxes

Lessee agrees to pay real estate taxes on the Premises.

SECTION XVII

Casualty & Property Insurance

Lessee agrees to maintain and pay for casualty and property insurance on the buildings and improvements on the Premises during the term of this Lease with the coverage, and in the form and amount that Lessee currently has in place. Such insurance shall be issued by an insurer reasonably acceptable to Lessor and include an endorsement naming Lessor as loss payee. Evidence of such insurance shall be provided to Lessor prior to the Effective Date and not less than ten (10) business days prior to the expiration of any policy.

SECTION XVIII

Liability and Other Insurance

Lessee agrees to maintain liability and other insurance on the Premises as set forth in Exhibit B attached hereto and incorporated herein by reference during the term of this Lease.

SECTION XIX

Damages to Premises

If the Premises are damaged by fire or any other cause, all insurance proceeds shall be paid to Lessor. To the extent that the cost of restoration, as reasonably estimated by Lessor, will equal or exceed ten percent (10%) of the replacement value thereof, exclusive of foundations, just prior to the occurrence of the damage, or if such damage cannot reasonably be repaired and restored within sixty (60) days prior to the expiration of the term of this Lease, then Lessor may, no later than the thirtieth (30th) day following the damage, give Lessee a notice of election to terminate this Lease or make the repairs at Lessee's expense to the extent that the cost of restoration exceeds the amount of insurance proceeds received by Lessor, or if the cost of restoration will equal or exceed ten percent (10%) of the replacement value and if the Premises are not reasonably usable for the purposes for which they are leased under this Lease, then Lessee may, no later than the thirtieth (30th) day following the damage, give Lessor a notice of election to terminate this Lease. In event of either election, this Lease shall terminate on the thirtieth (30th) day after Lessor gives notice to Lessee, and Lessee shall surrender possession of the Premises within a reasonable time, and any additional rent shall be apportioned and paid as of the date of termination and any additional rent paid to Lessor for any period beyond that date shall be refunded to Lessee. The words "restoration" and "restore" as used in this Section XVI include repairs.

SECTION XX
Waivers of Subrogation

Notwithstanding the provisions of Section VI of this Lease, in any event of loss or damage to the Premises and/or any improvements thereon or contents therein, each party shall look first to any insurance in its favor before making any claim against the other party; and, to the extent possible without additional cost, each party shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party, to the extent permitted, for itself and its insurers waives all insured claims against the other party.

SECTION XXI
Eminent Domain

If the Premises or any part of the Premises or any estate in the Premises, or any other part of the building materially affecting Lessee's use of the Premises, is taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to the taking. The additional rent, if any, shall be apportioned as of the termination date and any additional rent paid to Lessor for any period beyond that date shall be refunded to Lessee. Lessee shall not be entitled to any part of the award for the taking or any payment in lieu of payment, but Lessee may file a claim for any taking of trade fixtures and personal property owned by Lessee that Lessee is permitted to remove from the

Premises upon the expiration or termination of this Lease as provided above, and for moving expenses.

SECTION XXII
Lessor's Remedies on Default

If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions of this agreement, Lessor may give Lessee notice of the default. If Lessee does not cure any rent, or additional rent, default within thirty (30) days, or other default within thirty (30) days, after notice is given or if the other default is of a nature that it cannot be completely cured within that period, Lessee does not commence curing within thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure the default, then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in the notice the term of this Lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as provided in Section XXIII. If this Lease is terminated by Lessor, Lessor may at any time after termination resume possession of the Premises by any lawful means and remove Lessee or other occupants and its or their effect.

If Lessee shall fail to relocate all of its existing employees located at the Premises to the office building to be constructed by PF Downtown Kent LLC in the City's Urban Renewal Plan area in downtown Kent as described in the Purchase Agreement and to vacate and surrender the Premises to Lessor at or prior to the expiration of the term as required under this Lease, Lessor shall also have the right, in addition to the other rights and remedies available at law, in equity or otherwise provided in this Lease or in the Purchase Agreement, to require Lessee to repurchase the Premises from Lessor as set forth in the Purchase Agreement, and to reimburse Lessee for all costs incurred by Lessor in purchasing and acquiring the Premises from, and leasing the Premises to, Lessee.

SECTION XXIII
Deficiency

In any case where Lessor has recovered possession of the Premises by reason of Lessee's default, Lessor may, at Lessor's option, occupy the Premises or cause the Premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for reletting, and may relet the Premises or any part of the Premises as agent of Lessee or otherwise, for a term or terms to expire prior to, at the same time as, or subsequent to, the original expiration date of this Lease, at Lessor's option, and receive the rent as agreed under the Lease. Any rent received shall be applied first to the payment of expenses Lessor may incur in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining premises, or otherwise changing or preparing for reletting, and reletting, including brokerage and reasonable attorneys' fees, and then to the payment of damages in amounts equal to the rent under this agreement

and to the cost and expenses of performance of the other covenants of Lessee as provided in this agreement. Lessee agrees, in the above described circumstances, whether or not Lessor has relet, to pay to Lessor damages equal to the rent and other sums agreed to, less the net proceeds of the reletting. The damages shall be payable by Lessee on the several rent days above specified. In reletting the Premises, Lessor may grant rent concessions, and Lessee shall not be credited with the concessions. No reletting shall constitute a surrender and acceptance or be deemed evidence of a surrender and acceptance. If Lessor elects, pursuant to this agreement, actually to occupy and use the Premises or any part of the Premises during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Lessee's obligation for rent or damages as defined in this agreement, during the period of Lessor's occupancy, the reasonable value of the occupancy, not to exceed in any event the rent reserved and the occupancy shall not be construed as a relief of Lessee's liability under this agreement.

Lessee waives all right of redemption to which Lessee or any person claiming under Lessee might be entitled by any law now or later in force. Lessor's remedies under this agreement are in addition to any remedy allowed by law.

SECTION XXIV

Effect of Failure to Insist on Strict Compliance with Conditions

The failure of either party to insist on strict performance of any covenant or condition of this agreement, or to exercise any option contained in this agreement, shall not be construed as a waiver of the covenant, condition, or option in any other instance. This Lease cannot be changed or terminated orally.

SECTION XXV

Collection of Rent from any Occupant

If the Premises are sublet or occupied by anyone other than Lessee and Lessee is in default under this agreement, or if this Lease is assigned by Lessee, Lessor may collect rent from the assignee, sublessee, or occupant, and apply the net amount collected to the rent reserved. The collection shall not be deemed a waiver of the covenant against assignment and subletting, or on acceptance of the assignee, sublessee, or occupant as lessee, or a release of Lessee from further performance of the covenants contained in this agreement.

SECTION XXVI

Subordination of Lease

This Lease shall be subject and subordinate to all underlying leases and to mortgages and trust deeds which now or subsequently affect the leases or the real property of which the Premises

form a part, and also to all renewals, modifications, consolidations, and replacement of the underlying leases and the mortgages and trust deeds. Although no instrument or act on the part of Lessee shall be necessary to effectuate the subordination, Lessee will, nevertheless, execute and deliver instruments confirming the subordination of this Lease as may be desired by the holders of the mortgages and trust deeds or by any of the Lessors under the underlying leases. Lessee agrees to appoint Lessor attorney in fact, irrevocably, to execute and deliver any of the above described instrument for Lessee. If any underlying lease to which this Lease is subject terminates, Lessee shall, on timely request, attorn to the owner of the reversion.

SECTION XXVII
Security Deposit

Lessee agrees to deposit with Lessor upon signing of this Lease the sum of \$1.00 as security for the performance of Lessee's obligations under this Lease, including without limitation the surrender of possession of the Premises to Lessor as provided in this agreement. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall upon demand deposit with Lessor the amount applied so that Lessor shall have the full deposit on hand at all times during the term of this Lease.

SECTION XXVIII
Lessor's Right To Cure Lessee's Breach

If Lessee breaches any covenant or condition of this Lease, Lessor may (but shall have no obligation), on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure the breach at the expense of Lessee. The reasonable amount of all expenses, including attorneys' fees, incurred by Lessor in curing the breach, whether paid by Lessor or not, shall be deemed additional rent payable on demand. Any such payment not made on the next business day shall bear and accrue interest thereon at a rate equal to the prime commercial rate of _____ Bank (or its successor in interest) plus six percent (6%) from such date to the date payment is received by Lessor.

SECTION XXIX
Mechanics Lien

Lessee shall within thirty (30) days after notice from Lessor discharge any liens for materials or labor claimed to have been furnished to the Premises on Lessee's behalf. Lessee hereby completely and fully indemnifies Lessor against all losses, costs, damages, injuries, fees and expenses (including, without limitation attorneys' fees) arising out of or in connection with any No mechanic's, materialmen's or laborer's liens or mortgages or other liens of any character or other lien or claims in connection with the making of any repairs, maintenance, replacements, alterations,

changes and improvements to the Premises by or on behalf of Lessee. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT LESSEE IS NOT THE AUTHORIZED AGENT OF LESSOR FOR PURPOSES OF CONTRACTING FOR ANY IMPROVEMENT TO REAL PROPERTY. LESSEE SHALL INCLUDE SUCH A STATEMENT IN EACH AND EVERY CONTRACT IT ENTERS INTO FOR ANY REPAIRS, MAINTENANCE, REPLACEMENTS, ALTERATION, ADDITION OR IMPROVEMENT. Lessee has no right to place nor shall Lessee permit to be placed any lien on the Premises. No mechanic's, materialmen's or laborer's liens or mortgages or other liens of any character whatsoever created or suffered by Lessee shall in any way or to any extent affect the interest or rights of Lessor hereunder or its rights or interests in the Premises, or attach to Lessor's title to or rights in the Premises.

SECTION XXX
Notices

A notice, demand, or other communication under this Lease by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of Lessee, is addressed to or delivered personally to Lessee at:

AMETEK, Inc.
Precision Motor Control- Technical and Industrial Products/Haydon Kerk
627 Lake Street
Kent, Ohio 44240
Attn: Matthew C. French
Vice President, General Manager

with copies to:

AMETEK, Inc.
1100 Cassatt Road
Berwyn, Pennsylvania 19312
Attn: Robert Feit, Senior Vice President and General Counsel

Saul Ewing LLP
1200 Liberty Ridge Drive
Suite 200
Wayne, PA 19087
Attention: Michael S. Burg, Esq.

(b) in the case of Lessor, is addressed to or delivered personally to Lessor at:

City Manager
Municipal Building
215 E. Summit Street
Kent, OH 44240

with a copy to the Law Director, at the same address.

or at such other address with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

SECTION XXXI

Lessor's Right To Inspection, Repair, and Maintenance

At all times during the term of this Lease, Lessor and its agents shall have access to the Premises for the purpose of making, at Lessor's cost and expense, surveys, soil tests, inspections and other investigations of the Premises, including, without limitation, a Phase 2 environmental site assessment and such other investigations and studies as Lessor shall require in connection with its grant application as described in Section 4(a) of the Purchase Agreement. Lessor agrees that any on-site inspections of the Premises shall be conducted upon at least twenty-four (24) hours' prior written notice to Lessee and in the presence of Lessee or its representative, if requested by Lessee. Such physical inspection shall not unreasonably interfere with the use of the Premises by Lessee. Lessor or its agents shall repair any damage it causes to the Premises. Lessor may also enter the Premises at any reasonable time, upon reasonable prior notice to Lessee (except that no notice need be given in case of emergency) to make repairs or replacements in, to, on and about the Premises or the improvements thereon, as Lessor deems necessary or desirable, but Lessor shall have no obligation to make any such repairs or replacements. Lessee shall have no claim or cause of action against Lessor by reason of entry for any of the purposes set forth in this Section except as provided in Section XXXVI of this Lease.

SECTION XXXII

Interruption of Services or Use

Lessor shall have no obligation to provide utility services to the Premises or to maintain any utility lines or other facilities of or serving the Premises. In the event of interruption or curtailment of any utility or other service for the Premises, for any reason, including, without limitation, strikes, mechanical difficulties, Lessor shall not be liable to Lessee for any damages should the furnishing of such utilities be interrupted or required to be terminated by reason of governmental regulation or restrictions, or any other cause, nor shall any such interruption or cessation constitute a constructive

eviction or relieve Lessee from the performance of any of Lessee's covenants, conditions and agreements under this Lease.

SECTION XXXIII
Conditions of Lessor's Liability

Lessee may not claim a constructive eviction from the Premises unless Lessee has first notified Lessor in writing of the condition or conditions giving rise to the eviction, and, if the complaints are justified, unless Lessor fails within a reasonable time after receipt of notice to remedy the conditions. No member, official or employee of Lessor shall be personally liable to Lessee, or any successor in interest of Lessee, in the event of any default by Lessor or for any amount which may become due to Lessee or its successor on any obligation under the terms of this Lease.

SECTION XXXIV
Lessor's Right To Show Premises

Lessor may show the Premises to prospective purchasers and mortgagees and, during the six (6) months prior to termination of this Lease, to prospective Lessees, during business hours upon reasonable notice to Lessee.

SECTION XXXV
Effect of Other Representations

No representations or promises shall be binding on the parties to this agreement except those representations and promises contained in this agreement or in some future writing signed by the party making the representations or promises.

SECTION XXXVI
Peaceful Enjoyment

Lessor covenants that if, and for as long as Lessee pays the rent, and any additional rent as provided in this agreement, and performs the covenants of this Lease, Lessee shall peaceably and quietly have, hold, and enjoy the Premises for the term mentioned without any manner of hindrance from Lessor or any person or persons lawfully claiming the Premises through Lessor.

SECTION XXXVII
Lessee's Certification as to Force and Effect of Lease

Lessee shall, from time to time, upon not less than thirty (30) days' prior written request by Lessor, execute, acknowledge, and deliver to Lessor a written statement certifying that the Lease is

unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Lessee's knowledge Lessor is in default under this Lease and, if so, specifying the nature of the default, together with such other information as Lessor shall request. It is intended that any statement delivered according to this Section may be relied upon by a prospective purchaser of Lessor's interest or mortgagee of Lessor's interest or assignee of any mortgage upon Lessor's interest in the Premises.

SECTION XXXVIII
Waiver of Jury Trial

To the extent permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Lease or the Premises.

SECTION XXXIX
Section Headings

The section headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

SECTION XL
Binding Effect on Successors and Assigns; Execution in Counterparts.

The provisions of this Lease shall apply to, bind, and inure to the benefit of Lessor and Lessee and their respective heirs, successors, legal representatives, and assigns. In the event of a transfer or sale of the Premises by Lessor, or in the event of a transfer or sale of Lessor's interest as Lessor under this Lease, Lessor's successor or assign shall take subject to and be bound by this Lease and acknowledge responsibility for deposits and refund of same and, in such event, Lessee covenants and agrees that: (i) Lessor shall be released from all obligations of Lessor under this Lease, except obligations which arose and matured prior to such transfer by Lessor; (ii) Lessee shall thereafter look solely to Lessor's successor or assign for satisfaction of the obligations of Lessor under this Lease; and (iii) upon demand by Lessor or Lessor's successors or assigns, Lessee shall attorn to such successor or assigns. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document.

SECTION XLI

No Brokers

Lessor and Lessee represent to each other that no brokerage fees or real estate commissions are or shall be due or owing in connection with this transaction or in any way with respect to the Premises. Each party agrees to pay and be responsible for any claims, costs, judgments or liabilities of any kind advanced by persons claiming real estate brokerage fees through such party.

[Remainder Of Page Intentionally Left Blank - Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Lease to be duly executed in its behalf; as of the date and year first above written.

“Lessor”:

THE CITY OF KENT, OHIO

By: _____
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

Law Director

“Lessee”:

AMETEK, INC.

By: _____
Name and Title: _____

STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

On this ____ day of _____, 2012, before me, a Notary Public in and for said County and State, personally appeared David Ruller, City Manager of the City of Kent, Ohio, and acknowledged the execution of the foregoing instrument as the authorized officer of said City on behalf of said City, and that the same is his voluntary act and deed as said officer on behalf of the City and the voluntary and corporate act and deed of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[SEAL]

Notary Public
My commission expires:_____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of _____, 2012, before me, a Notary Public in and for said County and State, personally appeared _____, AMETEK, INC., a Delaware corporation, and acknowledged the execution of the foregoing instrument as the duly authorized officer thereof, and that the same is his voluntary act and deed as said officer and the voluntary act and deed of the said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[SEAL]

Notary Public
My commission expires:_____

This instrument was prepared by:
Pamela I. Hanover, Esq.
Squire Sanders (US) LLP
4900 Key Tower
127 Public Square
Cleveland, Ohio 44114

CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE

The undersigned, fiscal officer of the City of Kent, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2012 under the Lease have been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

_____, 2012

Director of Budget and Finance
City of Kent, Ohio

CLEVELAND/1265689.2

EXHIBIT A
LEGAL DESCRIPTION

Attached hereto.

EXHIBIT B
INSURANCE COVERAGE REQUIREMENTS

1.. Insurance Coverage

(i) Commercial general liability insurance in the amount of at least US\$5,000,000 per occurrence (including umbrella coverage), on a form at least as broad as Insurance Services Office (“ISO”) commercial general liability “occurrence” form CG 00 01 0196 (available through a commercial insurance broker) or another “occurrence” form providing equivalent coverage and approved in writing by Lessor; and such commercial general liability insurance and any necessary riders thereto shall provide at least the following coverages:

(1) contractual liability coverage as applicable to any hold harmless agreements in this Lease;

(2) completed operations coverage;

(3) broad form property coverage for property in the care, custody, or control of the Lessee;

(4) coverage for liability arising out of professional services or out of explosion, collapse, underground operations, or damage to utilities and loss of use resulting there from, with an “Aggregate Per Project” endorsement; and

(5) products liability.

(ii) Workers Compensation and occupational disease insurance securing compensation for the benefit of Lessee’s employees and the employees of each contractor or subcontractor of Lessee (each a “Contractor”), if any, as required by applicable laws, including the laws of each State where the employment contracts of such employees were made. Such coverage need not be obtained if Lessee or such Contractor has an accepted program of self-insurance under applicable law or participates in an applicable monopolistic state Workers Compensation fund;

(iii) Employers liability insurance in the amount of at least US\$1,000,000 per occurrence; and

(iv) Motor vehicle liability insurance in the amount of at least US\$2,000,000 combined single limit, issued on a form at least as broad as ISO Business Auto Coverage Form CA 00 01 07 97 or other form providing equivalent coverage, covering all owned, hired, borrowed and non-owned vehicles (Symbol 1) brought onto the Premises. All required policies of insurance shall contain a

waiver of subrogation and waiver of liens in favor of the Lessor and its respective officers, employees, agents and insurers (collectively, "Lessor Parties").

The required commercial general liability, employers liability, and motor vehicle liability insurance policies shall cover Lessor as an additional insured with respect to all claims, actions, suits, demands, arbitrations and causes of action or other similar activity made, filed, done or attempted or submitted for or on account of any actual or alleged liabilities, losses, damages, fines, penalties, awards, judgments, decrees, orders, holdings, determinations, opinions, costs and expenses of every kind and amount whatsoever (including without limitation reasonable attorneys' fees) on account of or as a result of any actual or alleged loss of, damage to or defect in property or any actual or alleged illness or injury, including death, or one or more persons (collectively, "Claims") arising out of the work of the named insured and any entry upon the Premises of Lessor, acts or omissions of the named insured, and with respect to Claims by employees of Lessee or any Contractor, or their respective personal representatives, heirs, and beneficiaries. Such coverage shall be primary to and noncontributory with any other insurance carried by any Lessor.

2. The required policies of insurance for commercial general liability, employer's liability and motor vehicle liability shall not have deductibles or self-insured retentions which are greater than the lesser of (i) five percent (5%) of the coverage limit provided by the policy, or (ii) the deductibles or self-insured retentions in Lessee's or Contractor's general program of business insurance, unless approved in writing by Lessor. All deductibles or self insured retentions ("SIR") on insurance required to be obtained under this Lease shall be borne by Lessee or such Contractor, as applicable, at its sole expense, without reimbursement by Lessor, and shall be treated as "insurance" with regard to all requirements of this Lease. If Lessee or Contractor is self-insured, it will provide Lessor with appropriate certificates evidencing such self-insurance program, including appropriate documentation of SIR funds.

3. All required policies of insurance shall be maintained in a form and with responsible insurance carriers reasonably satisfactory to Lessor who are qualified to do business in the jurisdiction(s) in which the work is performed, and who are rated by AM Best as A- or better with a size rating of VII or better. As soon as practicable upon execution of this Lease and before entry upon the Premises of Lessor, Lessee shall provide Lessor with certificates of insurance evidencing all required coverages, listing all named insureds and additional insureds, and confirming the required waiver of subrogation. The certificates shall state that the policies described therein will not be cancelled, terminated, or materially amended, and renewals will not be refused or aggregate limits potentially exhausted until at least thirty (30) days after written notice has been given to Lessor. Upon request by Lessor, Lessee shall deliver, and shall cause each Contractor of Lessee to deliver, to Lessor true and complete copies of the original policies of insurance, including all riders and endorsements thereto, and bearing notations or accompanied by other evidence satisfactory to Lessor of the payment of premiums. Thereafter, Lessee shall deliver, and shall cause each Contractor of

Lessee to deliver, to Lessor certificates of renewal not less than ten (10) days before the expiration dates of the expiring policies. Each policy of insurance shall not contain any exclusions for work performed by Contractors and must incorporate any additional endorsements as Lessor may reasonably request.

4.. Lessee shall notify Lessor and the applicable insurance carriers of any occurrence or event giving rise to a Claim as required under the terms of the policies.

5. Failure of Lessee to provide such certificates evidencing the required insurance shall under no circumstances be deemed a waiver of this requirement. The obligation of Lessee to provide the required policies of insurance shall not limit in any way the liability or obligation assumed by Lessee under this Lease.

6. Lessee shall cause each of its Contractors that enters onto the Premises of Lessor to obtain the required insurance and to provide to Lessor a certificate of insurance prior to the entry upon such Premises and the start of any work at, on or about such Premises.

7. Lessee and its Contractors shall be responsible for providing all other insurance and employee benefits required under applicable laws.



CITY OF KENT, OHIO

DEPARTMENT OF SAFETY

To: Mr. Ruller Mr. Locke
Mr. Bowling Mr. Roberts
Ms. Barone Chief Williams
Mr. Giaquinto Ms. Susel
Chief Lee

From: William Lillich
Subject: Traffic Engineering & Safety Meeting on January 5, 2012
TE&S 2012-01
Report date: January 8, 2012

1. The committee discussed the final design of Crain/Lake/Water/Fairchild Opticom system.
 - a. The first review involved the placement of the various detectors in relation to typical emergency response needs. Deployment of the systems are complicated due to the existence of three traffic signal controllers that impact the responses. A couple more detectors will be added to the system to improve timely movement of motorists.
 - b. There was a substantial discussion regarding the comparative operation of the equipment of the two pre-emption system manufacturers; 3M Opticom and Tomar. The city's original equipment was 3M, but recently Tomar has been awarded the supply contract as part of the street improvement projects. The combined use has resulted in the finding that the activation differences occur with the mixing of the equipment. After testing the various configurations, the staff has contacted the vendors for input. The results favor Tomar for a variety of performance and ongoing maintenance reasons. As a result, the vendor on the current SR59 signalization has offered to replace all remaining 3M emitters with Tomar emitters at no cost to the city.

Staff has brought the discussion to this committee for review and comment, particularly in regards to whether this donation of equipment is determined to be proper and above board. They were concerned that the acceptance of the equipment to make the operation consistent could result in an allegation of impropriety by the other manufacturer. The committee felt that since there is no obligation on the part of the city to waive bidding requirements for other future purchases, that the offer could be accepted as an effort to make the equipment currently provided by Tomar to be most effective.

2. Haymaker/Water/Depeyster water infrastructure plans.

The committee reviewed plans for a construction project on S. Depeyster St. crossing Haymaker Pkwy in April for installation of a new water line. After discussion, it was decided that closing S. Depeyster from Haymaker to Summit St. would be the most effective method as long as the street will remain passable to emergency traffic. Haymaker traffic will be reduced to one lane in each direction during water main installation across Haymaker. It was also agreed that this installation should be a nighttime project. This will begin in early to mid April.

3. Road closures/timing during summer 2012

- S. Depeyster: will close between Erie and Haymaker beginning in February until 2012 during construction of the hotel and subsequently rebuilding the street. Emergency access will be maintained. Haymaker traffic will be reduced to one lane each way during some of the work periods during the construction of the new Haymaker/Erie intersection.
- S. Depeyster: Erie to Main St. will be partially closed on a sporadic basis, particularly once the PARTA facility needs access to install footers in the right-of-way. There will be a strong effort to maintain continued ingress and egress to the eastern end of Alley 4.
- Haymaker During and after the Depeyster work on the water line, the westbound curb lane will continue to be closed to enable the off-loading of steel girders and other large building supplies and equipment. This is likely to continue until the building is under roof.
- Esplanade The east end of Erie St at Haymaker will be opened soon to enable access to the PARTA site and the site prep work. This may result in the movement of dirt from the site to the Esplanade area. Details are not clear on this operation, but it may impact traffic in and around the area.
- N. Mantua St will be reduced to one lane each way north and south while the final road contours are built and the Crain Ave bridge access is removed. Some turning movements in this area will again be restricted by signs and barrels as was the situation last year.

4. Temporary parking downtown

Continuing changes are emerging downtown as the need for additional parking continues to increase. Some of the concerns are as follows;

- a. E. Erie continues to draw a great deal of parking need, but the availability is spaces continues to be limited due to the ten hour spaces.
- b. Recent changes in the E. Erie configuration make the organization and servicing of the area difficult, especially now that snow control complicates the area.
- c. Ten hour parking has increased substantially with construction personnel utilizing the permit process.
- d. S. Depeyster is less regulated due to the loss of signage and mis-marking in the area. Parking in this area is likely to be lost as further construction in the takes place this spring.
- e. Development block parking lot construction will begin in March, requiring the developer's construction workers to park off site. (some access may be available by accessing the southern side of the property from Haymaker).

- f. E. Erie St. construction will begin as soon as the Depeyster St. construction is completed. Additional off-site parking will be required.

Options for improvement

- a. Consider restricting the time limit on all parking on E. Erie St. to two hours.
- b. Continue to encourage of the **FREE NO LIMIT PARKING** on Franklin Ave. south of W. College St. This area is currently getting little to no use during the business day.
- c. Develop the parking plan for the Franklin Ave. lot as soon as weather permits, adding another 100+ free spaces.

5. The committee subsequently decided to **request a meeting of the Parking Advisory Committee** as soon as possible to get neighborhood input on the continuing use of the parking in the immediate area. Agenda items include:

- Continued use of the Erie St spaces as ten hour parking.
- Continuing need for two hour spaces, and proper marking and enforcement.
- Removal of parking on the east side of Depeyster when the footer work begins on the PARTA project.
- Updating signs in the area as any changes are developed and improved.

6. Messaging sign location, installation, timing and operation.
Discussion was deferred on this issue. We were too tired at this point.

A G E N D A

**CITY OF KENT
BOARD OF ZONING APPEALS
PUBLIC HEARINGS & BUSINESS MEETING
JANUARY 23, 2012
7:00PM
COUNCIL CHAMBERS – KENT CITY HALL
325 SOUTH DEPEYSTER STREET**

- I. CALL TO ORDER**
- II. PLEDGE**
- III. ROLL CALL**
- IV. ELECTION OF OFFICERS**
- V. PREAMBLE**
- VI. ADMINISTRATION OF THE OATH**
- VII. NEW BUSINESS**

**A. BZ12-001 BRADLEY & LAURA HOROVITZ
1130 – 1132 JESSIE AVENUE**

Section: 1169.08

Request: The applicant is requesting a variance from Section 1169.08 as it applies to legal, non-conforming uses, and where the cost of restoration is limited to 60 percent of the fair market value as determined by the Portage County Auditor's office. The applicant is seeking a variance to the 60 percent limitation in order to allow future restoration, if needed, to 100 percent of the fair market value as determined by the Portage County Auditor's office.

- 1. Public Comment**
- 2. Board of Zoning Appeals Discussion / Action**

**B. BZ12-002 BRADLEY & LAURA HOROVITZ
1054 – 1056 MUNROE FALLS ROAD**

Section: 1169.08

Request: The applicant is requesting a variance from Section 1169.08 as it applies to legal, non-conforming uses, and where the cost of restoration is limited to 60 percent of the fair market

value as determined by the Portage County Auditor's office. The applicant is seeking a variance to the 60 percent limitation in order to allow future restoration, if needed, to 100 percent of the fair market value as determined by the Portage County Auditor's office.

- 1. Public Comment**
- 2. Board of Zoning Appeals Discussion / Action**

VIII. MEETING MINUTES

- A. MINUTES FROM THE SEPTEMBER 19, 2011 MEETING**
- B. MINUTES FROM THE NOVEMBER 21, 2011 MEETING**
- C. MINUTES FROM THE DECEMBER 19, 2011 MEETING**

IX. OTHER BUSINESS

X. ADJOURNMENT



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

DATE: JANUARY 13, 2012
TO: KENT CITY BOARD OF ZONING APPEALS
FROM: HEATHER PHILE, DEVELOPMENT PLANNER
RE: STAFF REPORT FOR THE JANUARY 23, 2012 BOARD OF ZONING APPEALS MEETING

The following case appears on the agenda for the January 23, 2012 Board of Zoning Appeals meeting:

NEW BUSINESS

CASE NO.: BZ12-001

APPLICANT: BRADLEY & LAURA HOROVITZ

SITE LOCATION: 1130 – 1132 Jessie Avenue

STATUS OF APPLICANT: The applicant is the owner of the property.

REQUESTED ACTION: The applicant is requesting a variance from Section 1169.08 as it applies to legal, non-conforming uses, and where the cost of restoration is limited to 60 percent of the fair market value as determined by the Portage County Auditor's office. The applicant is seeking a variance to the 60 percent limitation in order to allow future restoration, if needed, to 100 percent of the fair market value as determined by the Portage County Auditor's office.

ZONING: This property is currently located in the R-2: Medium Density Residential Zone District.

TRAFFIC: The property is accessible from Jessie Avenue.

SURROUNDING LAND USES: The property is surrounded by residential uses on all sides.

APPLICABLE CODE SECTIONS: 1169.08

ANALYSIS:

This property is located at 1130 – 1132 Jessie Avenue and is currently zoned R-2: Medium Density Residential. This property is currently a legal, non-conforming two-family dwelling (duplex). The duplex was built in 1960 and was a permitted use at the time of construction.

The applicants are trying to refinance their mortgage on the duplex and the bank asked for a letter from the City stating that in case of an accident, the property could legally be rebuilt. We supplied the mortgage company with our standard letter stating that the residence could be rebuilt as long as the cost of the repairs to fix the damage to the property in case of an accident does not exceed 60 percent of the fair market value at the time of the accident, as stated in Section 1169.08 of the Zoning Code. The applicant's bank would not accept this letter as it was written.

Therefore, the applicants are now requesting a variance to allow 100 percent of the fair market value as opposed to the 60 percent allowed in the code. This will allow the applicants to reconstruct any portion of the duplex if and when repairs will be needed, no matter what the cost of repairs.

CASE NO.: **BZ12-002**

APPLICANT: **BRADLEY & LAURA HOROVITZ**

SITE LOCATION: 1054 – 1056 Munroe Falls Road

STATUS OF APPLICANTS: The applicant is the owner of the property.

REQUESTED ACTION: The applicant is requesting a variance from Section 1169.08 as it applies to legal, non-conforming uses, and where the cost of restoration is limited to 60 percent of the fair market value, as determined by the Portage County Auditor's office. The applicant is seeking a variance to the 60 percent limitation in order to allow future restoration, if needed, to 100 percent of the fair market value as determined by the Portage County Auditor's office.

ZONING: This property is currently located in the R-1: Low Density Residential Zone District.

TRAFFIC: The property is accessible from Munroe Falls Road.

SURROUNDING LAND USES: The property is surrounded by other residential uses on all sides.

APPLICABLE CODE SECTION: 1169.08

ANALYSIS:

This property is located at 1054 – 1056 Munroe Falls Road and is currently zoned R-1: Low Density Residential. This property is currently a legal, non-conforming two-family dwelling (duplex). The duplex was built in 1967 and was a permitted use at the time of construction.

Along with the previous case, the applicants are trying to refinance their mortgage on the duplex. The bank asked for a letter from the City, stating that in case of an accident the property could legally be rebuilt. We supplied the mortgage company with our standard letter stating that the residence could be rebuilt, as long as the cost of the repairs to fix the damage to the property does not exceed 60 percent of the fair market value at the time of the accident, as

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January 23, 2012 meeting

stated in Section 1169.08 of the Zoning Code. The applicant's bank would not accept this letter as it was written.

Therefore, the applicants are now requesting a variance to allow 100 percent of the fair market value as opposed to the 60 percent allowed in the code. This will allow the applicants to reconstruct any portion of the duplex if and when repairs will be needed, no matter what the cost of repairs.


cc: Applicants
Case files
Jennifer Barone, Development Engineer
Bridget Susel, Interim Community Development Director
Eric Fink, Asst. Law Director



CITY OF KENT, OHIO

DEPARTMENT OF COMMUNITY DEVELOPMENT

TO: Dave Ruller, City Manager

FROM: Bridget Susel, Grants & Neighborhood Programs Administrator 

DATE: January 10, 2012

SUBJECT: 2012 CDBG Grant Application (Annual Action Plan)

The Community Development Department is beginning the process of preparing the City's annual application to HUD for Community Development Block Grant (CDBG) funding. In order to identify projects to be funded in the 2012 CDBG program year, the City will be sending out a request for proposals (RFP) this week, via e-mail, to agencies and social service groups that have received CDBG funding in prior program years. The City will also be placing an ad in the *Record Courier* announcing the availability of the CDBG application. Projects identified for funding consideration will be presented to City Council for approval and will be included in the City's 2012 Annual Action Plan submitted to HUD in June.

HUD has released preliminary PY2012 allocation amounts and the City's allocation is estimated to be \$264,240.00. This figure represents a reduction of 2.5% from the City's 2011 allocation. This is good news considering the fact that Congress actually reduced funding of the CDBG program 10% at the federal level.

I have attached a schedule of dates for the CDBG 2012 Action Plan process.

The dates requiring Council scheduling include the following:

- **February 1, 2012** – First public hearing for 2012 Action Plan. Hearing already scheduled for 7:00 p.m. through the Clerk of Council's office.
- **March 7, 2012** – Council Committee time will need to be scheduled to present the proposed 2012 CDBG projects to the Community Development Committee. I will forward a memo to you by March 1, 2012 listing all of the proposed projects and recommended grant award amounts.
- **May 16, 2012** – Second public hearing for 2012 Action Plan. Hearing already scheduled for 7:25 p.m. through the Clerk of Council's office.

Please let me know if you have any questions or if you need any additional information.

Cc: Suzanne Robertson, Executive Assistant, City Manager
Linda Copley, Clerk of Council

2012 ACTION PLAN SCHEDULE

January 10, 2012 - Ad submitted to the *Record Courier* to appear in the Friday, January 13, 2012 edition announcing the availability of the 2012 CDBG application (RFP).

January 12, 2012 - Staff e-mails CDBG applications to agencies, service groups, neighborhood planning groups and City Departments seeking projects to be funded through the City's 2012 CDBG program.

January 13, 2012 - Ad submitted to the *Record Courier* to appear in the Wednesday, January 18, 2012 edition announcing the first public hearing to be held on Wednesday, February 1, 2012, 7:00 p.m.

February 1, 2012 - First public hearing for the 2012 Action Plan.

February 22, 2012 - Deadline for submitting 2012 application to the Community Development Department.

March 1, 2012 - Staff forwards CDBG funding recommendations to City Manager's Office for transmittal to City Council.

March 7, 2012 - City Council Community Development Committee discusses staff recommendations and adopts motion approving CDBG projects to be funded in PY2012.

April 10, 2012 - Ad submitted to the *Record Courier* to appear in the Friday, April 13, 2012 edition announcing the start of the 30-day public comment period.

April 16, 2012 - 30-day public comment period begins.

April 27, 2012 - Ad submitted to the *Record Courier* to appear in the Wednesday, May 2, 2012 edition announcing the second public hearing on Wednesday, May 16, 2012, 7:25 p.m.

May 15, 2012 - 30-day public comment period ends.

May 16, 2012 - City Council holds second public hearing at 7:25 p.m. to take comments on 2012 Action Plan. City Council approves Ordinance authorizing submission of Plan to HUD.

June 6, 2012 - Staff submits 2012 Annual Action Plan to HUD Columbus Field Office.



KENT FIRE DEPARTMENT DECEMBER 2011 MONTHLY INCIDENT REPORT

FIRE RESPONSE INFORMATION

	CURRENT PERIOD			YEAR TO DATE		
	2011	2010	2009	2011	2010	2009
Summary of Fire Incident Alarms						
City Of Kent	26	41	38	524	571	563
Kent State University	15	14	15	240	196	212
Franklin Township	13	12	9	137	140	118
Sugar Bush Knolls	0	0	0	1	0	3
RESPONSES	54	67	62	904	907	896
Mutual Aid Received by Location						
City Of Kent	0	0	1	5	13	17
Kent State University	0	0	0	1	0	0
Franklin Township	1	0	0	2	10	3
Sugar Bush Knolls	0	0	0	0	0	0
TOTAL	1	0	1	8	23	19
Mutual Aid Given	4	3	2	48	46	38
TOTAL FIRE INCIDENTS	58	70	64	952	953	934

EMERGENCY MEDICAL RESPONSE INFORMATION

Summary of Medical Responses

City Of Kent	188	207	204	2379	2393	2397
Franklin Township	28	22	21	366	351	341
Kent State University	28	25	21	378	335	347
Sugar Bush Knolls	0	0	1	6	9	8
Mutual Aid Given	2	4	1	24	39	26
TOTAL RESPONSES	246	258	248	3153	3127	3119
Mutual Aid Received by Location						
City Of Kent	1	1	1	26	28	47
Franklin Township	0	1	0	5	3	9
Kent State University	0	0	0	5	4	10
Sugar Bush Knolls	0	0	0	0	0	0
TOTAL	1	2	1	36	35	66
Total Fire and Emergency Medical Incidents	304	328	312	4105	4080	4053