

CITY OF KENT, OHIO
LICENSE AGREEMENT

THIS AGREEMENT is made by and between the CITY OF KENT, OHIO, hereinafter called "City" and Main Street Kent, hereinafter called the "Licensee."

The City is the owner, in fee simple or by highway easement, of land, hereinafter known as the "Property." For and in consideration of the covenants, conditions, agreements and stipulations of the License expressed herein, the City does hereby agree the Property may be used by the Licensee for the purpose as outlined in Part 1 below, in accordance with the laws and Charter of the City of Kent. The Property is more particularly described in the attached exhibit listed below.

Exhibit "A" – Crain Avenue Bridge Relocation Landscaping Plan

Exhibit "B" - Crain Avenue Bridge Relocation Plan and Profile N. Water Street Sta 54+00 to Sta. 59+00

Exhibit "C" - Crain Avenue Bridge Relocation Right of Way Detail - N. Water Street Sta 54+00 to Sta. 59+00

Exhibit "D" – Art Design

The parties hereto covenant and agree as follows:

1. NATURE OF INTEREST:

The Licensee understands that by issuing this license, the City has merely granted the Licensee the right to occupy the right-of-way and this license does not grant or convey to the Licensee any interest in the Property.

2. USE:

2.1 The Property shall be used for the purpose of: Installing and maintaining an art piece and associated landscaping

and for no other purpose.

2.2 No structural alterations may be made to the City's property without the express written permission of the City of Kent, Director of Public Service.

3. TERM:

The City does hereby agree the Property may be used by the Licensee for a term of one (1) year commencing on October 1, 2021, and ending on October 1, 2022 unless terminated earlier by either party. This license will automatically renew yearly unless one (1) month before expiration either party notifies the other of its intention to terminate per Paragraph 14.

4. **NECESSARY LICENSES AND PERMITS:**

4.1 Licensee shall be licensed to do business in the State of Ohio and City of Kent, and upon request, Licensee shall demonstrate to the City that any and all such licenses are in good standing. Correspondence shall be addressed as follows:

All correspondence to the City shall be addressed:

Service Director
City of Kent
930 Overholt Road
Kent, Ohio 44240

All correspondence to the Licensee shall be addressed:

Heather Malarcik, Executive Director
138 East Main Street, Suite 201B
Kent, Ohio 44240

4.2 Licensee shall secure all necessary permits required in connection with the use of the Property and shall comply with all federal, state and local statutes, ordinances, rules, or regulations which may affect, in any respect, Licensee's use of the Property. Licensee shall, prior to the commencement of any work, obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc., required by law with respect to its business use of the Property.

5. **STORAGE AND VENDING:**

No storage of materials or supplies of any nature will be permitted on the Property except as directly related to the agreed business use of the Property.

6. **TAXES:**

Licensee agrees to be responsible for and to timely pay all taxes and/or assessments that may be legally assessed on Licensee's interest, or on any improvements placed by Licensee on said Property, during the continuance of the license hereby created, including any real estate taxes. The Licensee must provide written notice to the City, at the address referenced in Paragraph 4.1, within thirty (30) days of payment of all taxes and/or assessments.

7. DIRECTOR OF PUBLIC SERVICE TO ACT FOR CITY:

The granting of this permit shall not be construed as an abridgment or waiver of any rights which the Director of Public Service has in exercising his jurisdictional powers over the City property, easements or right-of-ways. The City Director of Public Service shall act for and on behalf of the City of Kent in the issuance of and carrying out the provisions of this permit.

8. CITY USE OF PROPERTY:

If for any reason the Director of Public Service or his duly appointed representative deems it necessary to order the removal, reconstruction, relocation or repair of the Licensee's changes to the City's property, then said removal, reconstruction, relocation or repair shall be promptly undertaken at the sole expense of the Licensee's thereof. Failure on the part of the Licensee to conform to the provisions of this permit will be cause for suspension, revocation or annulment of this permit, as the Director of Public Service deems necessary.

9. MAINTENANCE OF PROPERTY:

Licensee shall, at its sole expense, keep and maintain the art piece and its associated landscaping free of all weeds, debris, and flammable materials of every description, and at all times in an orderly, clean, safe, and sanitary condition consistent with neighborhood standards. A high standard of cleanliness, consistent with the location of the area as an adjunct of the City, will be required. Defoliant, noxious, or hazardous materials or chemicals shall not be used or stored on the Property.

10. MAINTENANCE OF IMPROVEMENTS:

10.1 Licensee, at Licensee's own cost and expense, shall maintain all of his/her improvements to the Property. Licensee shall take all steps necessary to effectively protect the Property from damage incident to the Licensee's use of such Property, all without expense to the City.

10.2 Licensee shall be liable to, and shall reimburse the City for, any damage to City owned property that in any way results from or is attributable to the use of said Property by the Licensee or any person entering upon the same with the consent of the Licensee, expressed or implied.

11. HOLD HARMLESS:

Licensee shall occupy and use Property at its own risk and expense and shall save the City, its officers, agents, and employees, harmless from any and all claims for damage to property, or injury to, or death of, any person, entering upon same with Licensee's consent, expressed or implied, caused by any acts or omissions of the Licensee.

12. **INSURANCE:**

12.1 At the time of the execution of this Agreement, Licensee shall, at its own expense, take out and keep in force during the terms of this Agreement:

(a) Liability insurance, in a company or companies to be approved by the City to protect against any liability to the public incident to the use of, or resulting from injury to, or death of, any person occurring in or about, the Property, in the amount of not less than *Five Hundred Thousand Dollars (\$500,000.00)*, to indemnify against the claim of one person, and in the amount of not less than *One Million Dollars (\$1,000,000.00)* against the claims of two (2) or more persons resulting from any one (1) accident.

(b) Property damage or other insurance in a company or companies to be approved by the City to protect Licensee, and the City against any and every liability incident to the use of or resulting from any and every cause occurring in, or about, the Property, including any and all liability of the Licensee, in the amount of not less than *One Hundred Thousand Dollars (\$100,000.00)*. Said policies shall inure to the contingent liabilities, if any, of the Licensee and the City, and shall obligate the insurance carriers to notify Licensee and the City, in writing, not less than thirty (30) days prior to cancellation thereof, or any other change affecting the coverage of the policies. If said policies contain any exclusion concerning property in the care, custody or control of the insured, an endorsement shall be attached thereto stating that such exclusion shall not apply with regard to any liability of the Licensee and the City.

12.2 A copy of the "Certificate of Insurance" will be submitted to the City at the time of execution of license and annually thereafter.

13. **MODIFICATION:**

The terms of this Agreement may be modified upon agreement of the parties.

14. **REVOCAION AND TERMINATION:**

14.1 The City may revoke this license at any time. The Licensee may terminate this Agreement at any time.

14.2 In the event this license is revoked or the Agreement is terminated the Licensee will peaceably and quietly leave, surrender, and yield up to the City the Property. The Property will be restored to its previous condition at the expense of the Licensee and no costs for removal will be reimbursed by the City.

14.3 Upon revocation of the license or upon termination or expiration of Agreement, any personal property, or other appurtenances, including all ~~footings, foundations, and utilities, placed on the City property~~ will be removed by Licensee. If any such appurtenances are not so removed after ninety (90) days written notice from the City to the Licensee, the City may proceed to remove the same and to restore the Property and the Licensee will pay the City, on demand, the reasonable cost and expense of such removal and restoration.

15. **RELOCATION:**

A Licensee who licenses property from the City shall not be eligible for relocation payments.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the parties hereto as of the date herein last written below. Licensee acknowledges receipt of a copy of this Agreement and agrees to comply with the provisions herein contained.

LICENSEE(S): Main Street Kent

Heather Malacik
Signature

Signature

138 E. Main St., Ste. 201B Kent, OH 44240
Mailing Address

330-677-8000
Telephone

9/17/21
Date

CITY OF KENT, OHIO

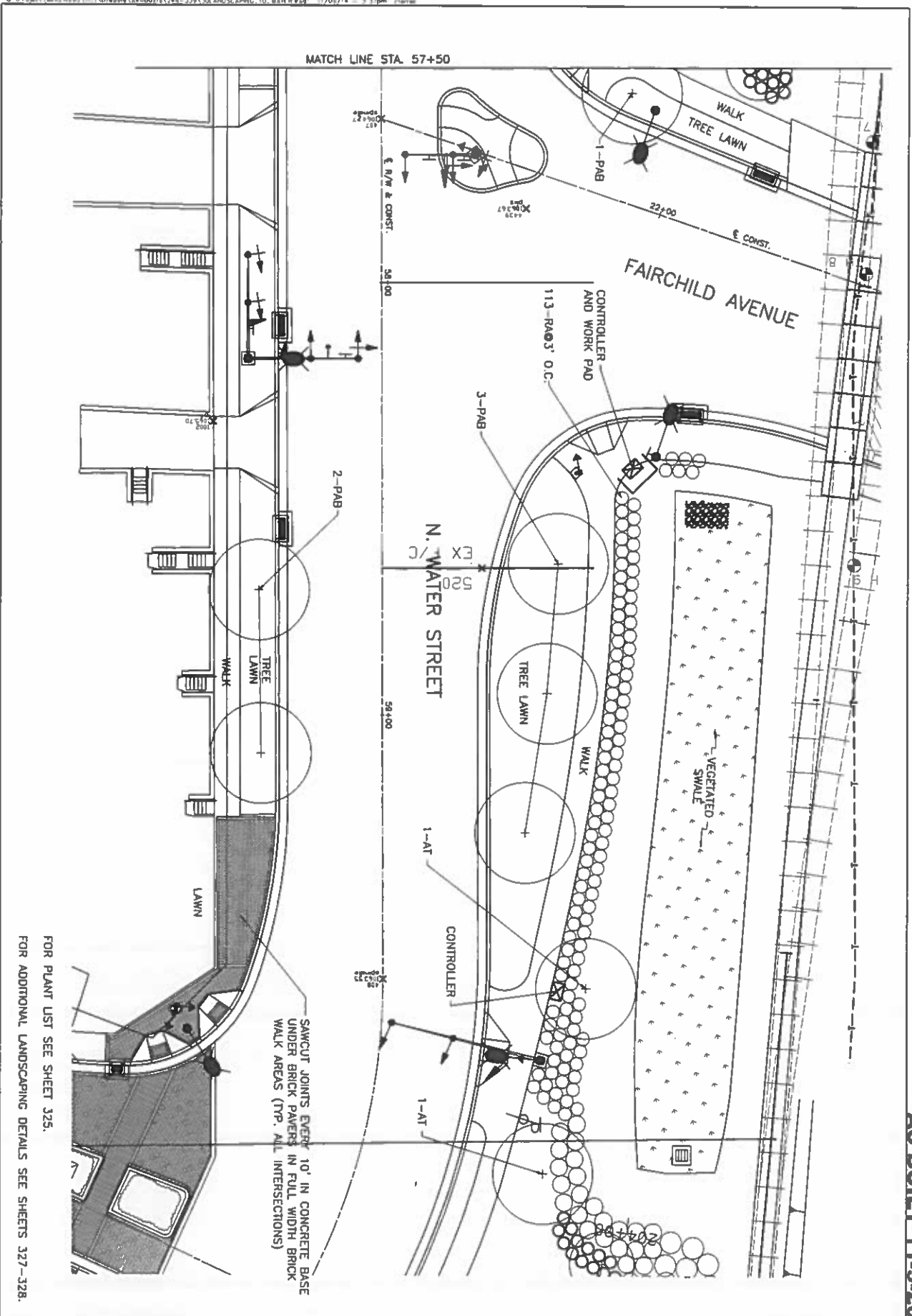
Melanie A. Baw
Director of Public Service

9/28/2021
Date

APPROVED AS TO FORM:

Hope L. Jones
Hope Jones, Law Director
City of Kent

EXHIBIT "A"
Crain Avenue Bridge Relocation Landscaping Plan



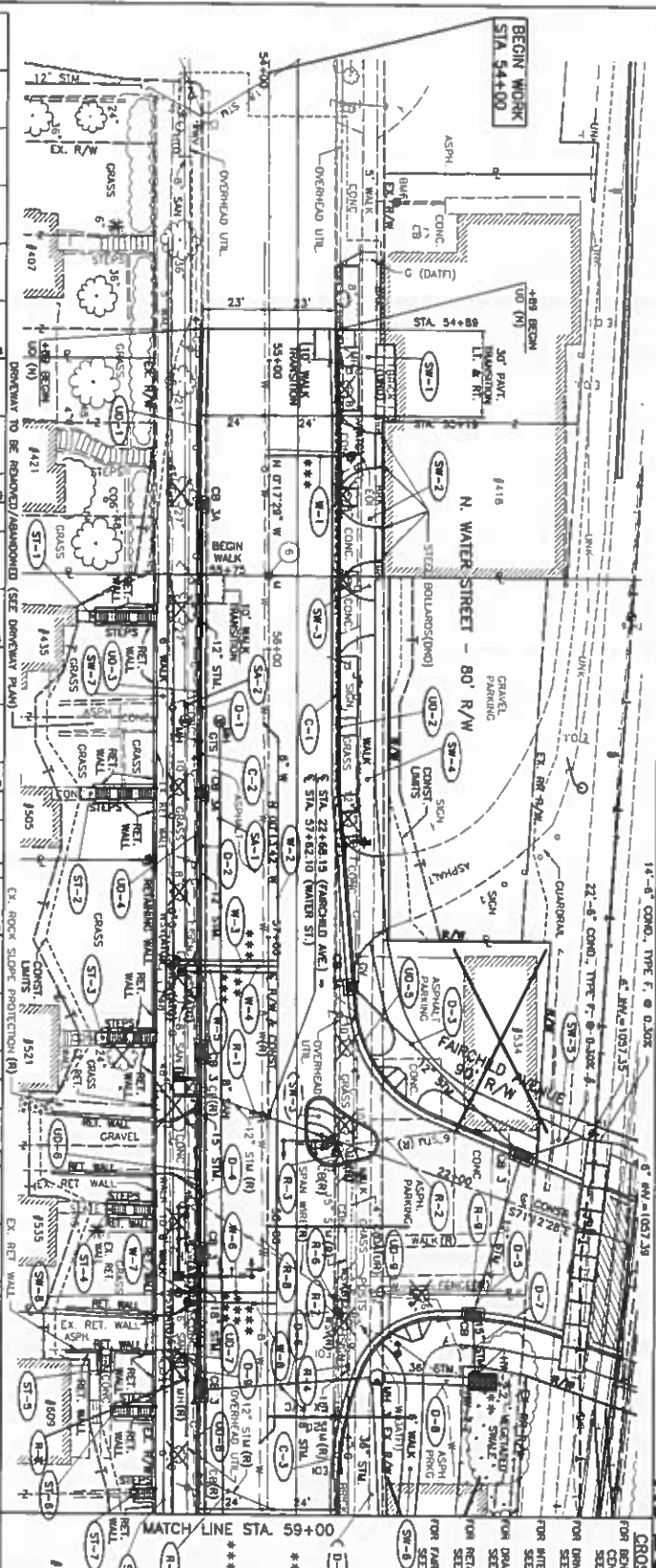
FOR PLANT LIST SEE SHEET 325.
FOR ADDITIONAL LANDSCAPING DETAILS SEE SHEETS 327-328.

AS BUILT 11-5-2014

EXHIBIT "B"

Crain Avenue Bridge Relocation Plan and Profile N. Water Street Sta 54+00 to Sta. 59+00

EXISTING ELEV.	PROP. ELEV.	STA.	DESCRIPTION
1045	1045	54+00	EXISTING ELEV. 1064.57
1050	1050	55+00	1064.71
1055	1055	56+00	1064.82
1060	1060	57+00	1064.51
1065	1065	58+00	1064.92
1070	1070	59+00	1064.76
1075	1075	59+00	1064.67
1080	1080	59+00	1064.56
1085	1085	59+00	1064.42
1090	1090	59+00	1064.28
1095	1095	59+00	1064.13
1100	1100	59+00	1064.00
1105	1105	59+00	1063.91
1110	1110	59+00	1063.82
1115	1115	59+00	1063.73
1120	1120	59+00	1063.64
1125	1125	59+00	1063.55
1130	1130	59+00	1063.46
1135	1135	59+00	1063.37
1140	1140	59+00	1063.28
1145	1145	59+00	1063.19
1150	1150	59+00	1063.10
1155	1155	59+00	1063.01
1160	1160	59+00	1062.92
1165	1165	59+00	1062.83
1170	1170	59+00	1062.74
1175	1175	59+00	1062.65
1180	1180	59+00	1062.56
1185	1185	59+00	1062.47
1190	1190	59+00	1062.38
1195	1195	59+00	1062.29
1200	1200	59+00	1062.20
1205	1205	59+00	1062.11
1210	1210	59+00	1062.02
1215	1215	59+00	1061.93
1220	1220	59+00	1061.84
1225	1225	59+00	1061.75
1230	1230	59+00	1061.66
1235	1235	59+00	1061.57
1240	1240	59+00	1061.48
1245	1245	59+00	1061.39
1250	1250	59+00	1061.30
1255	1255	59+00	1061.21
1260	1260	59+00	1061.12
1265	1265	59+00	1061.03
1270	1270	59+00	1060.94
1275	1275	59+00	1060.85
1280	1280	59+00	1060.76
1285	1285	59+00	1060.67
1290	1290	59+00	1060.58
1295	1295	59+00	1060.49
1300	1300	59+00	1060.40



AS BUILT 11-5-2014

CROSS REFERENCE NOTES

- FOR REMARKS AND CONSTRUCTION REFERENCE THIS SEE SHEET 4.
- FOR DRAINAGE PLANS AND DETAILS SEE SHEETS 115-111.
- FOR INTERSECTION DETAILS SEE SHEET 182.
- FOR DRAINAGE DETAILS SEE SHEETS 188-189.
- FOR RETAINING WALL DETAILS SEE SHEETS 191-205.
- FOR PARADE AVENUE PLAN AND PROFILE SEE SHEET 77.
- EX. PL. DATA
- PL. STA. 55+74.56
- R/W & CONST. WATER ST. 54+00 TO 57' RI
- NO CURVE

PRICE FOR 6" STA TO BE INCLUDED IN THE LUMP SUM BID PRICE FOR THE SPECIAL. RAIL, MET. JARCS. PARADE AV. GRADE CROSSING

*** REMOVE AND REPLACE WATER SERVICE LINE BETWEEN WATER MAIN AND WATER SERVICE MAIN ***

** ROCK CHANNEL PROTECTION, TYPE C WITH FABRIC FILTER (10' LENGTH, 8' WIDTH) 1.18' DEPTH

FOR PARADE AVENUE PLAN AND PROFILE SEE SHEET 77.

EXHIBIT "C"

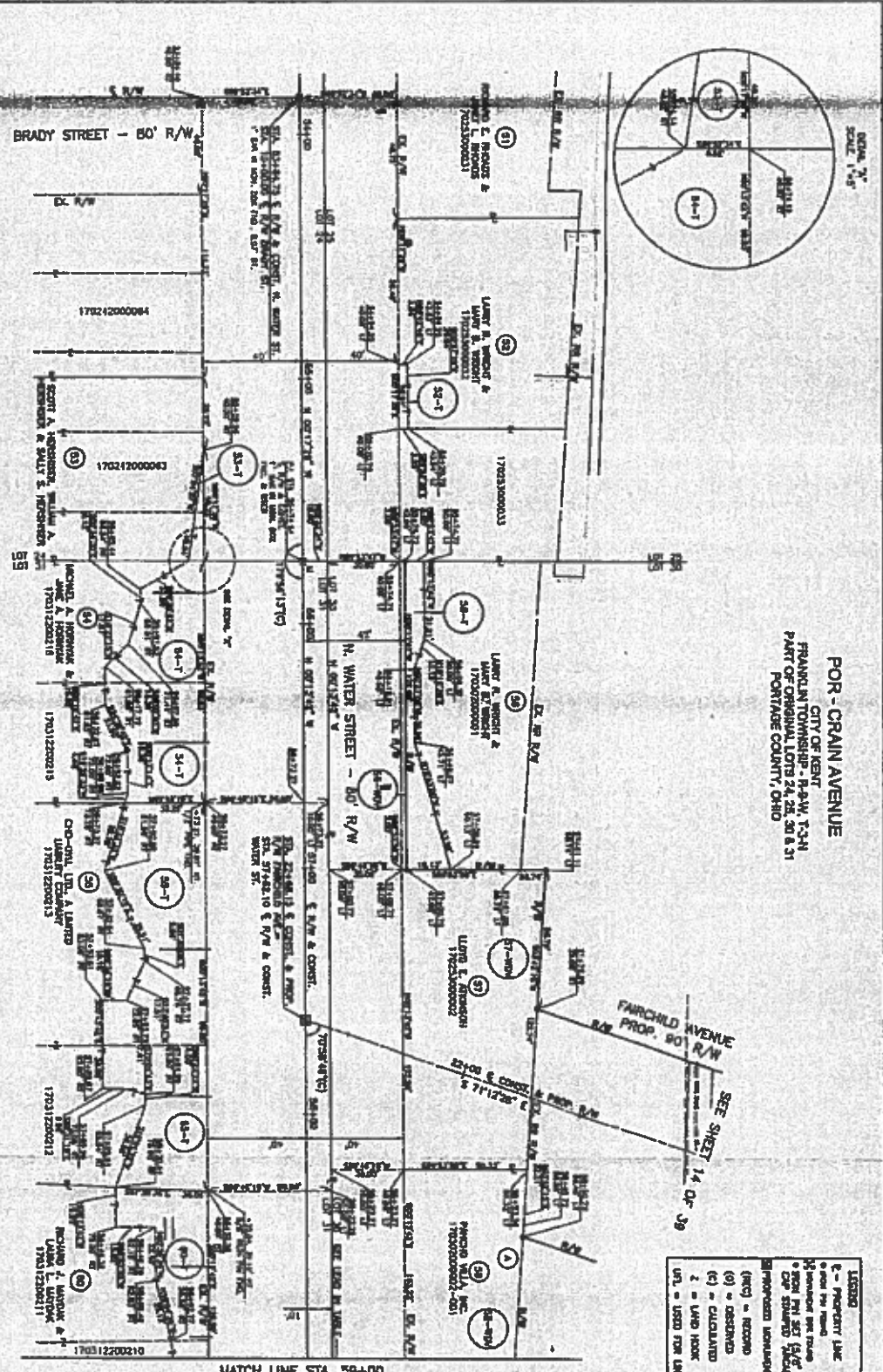
Crain Avenue Bridge Relocation Right of Way Detail - N. Water Street Sta 54+00 to Sta. 59+00

LOAD REQUIREMENTS - ESTABLISHED ALONG N. WATER STREET

PROJ. NO.	DATE	BY	DESCRIPTION
18466	01/11/17	AMW	BRIDGE
18466	01/11/17	AMW	BRIDGE
18466	01/11/17	AMW	BRIDGE
18466	01/11/17	AMW	BRIDGE
18466	01/11/17	AMW	BRIDGE
18466	01/11/17	AMW	BRIDGE
18466	01/11/17	AMW	BRIDGE
18466	01/11/17	AMW	BRIDGE
18466	01/11/17	AMW	BRIDGE
18466	01/11/17	AMW	BRIDGE

REV.	DATE	DESCRIPTION
1	01/11/17	BRIDGE
2	01/11/17	BRIDGE
3	01/11/17	BRIDGE
4	01/11/17	BRIDGE
5	01/11/17	BRIDGE
6	01/11/17	BRIDGE
7	01/11/17	BRIDGE
8	01/11/17	BRIDGE
9	01/11/17	BRIDGE
10	01/11/17	BRIDGE

REV.	DATE	DESCRIPTION
1	01/11/17	BRIDGE
2	01/11/17	BRIDGE
3	01/11/17	BRIDGE
4	01/11/17	BRIDGE
5	01/11/17	BRIDGE
6	01/11/17	BRIDGE
7	01/11/17	BRIDGE
8	01/11/17	BRIDGE
9	01/11/17	BRIDGE
10	01/11/17	BRIDGE



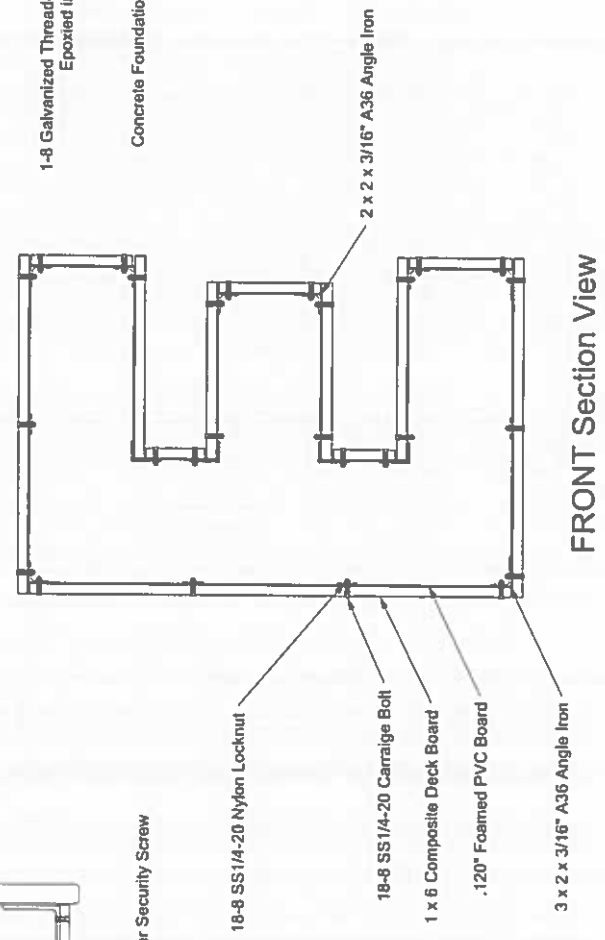
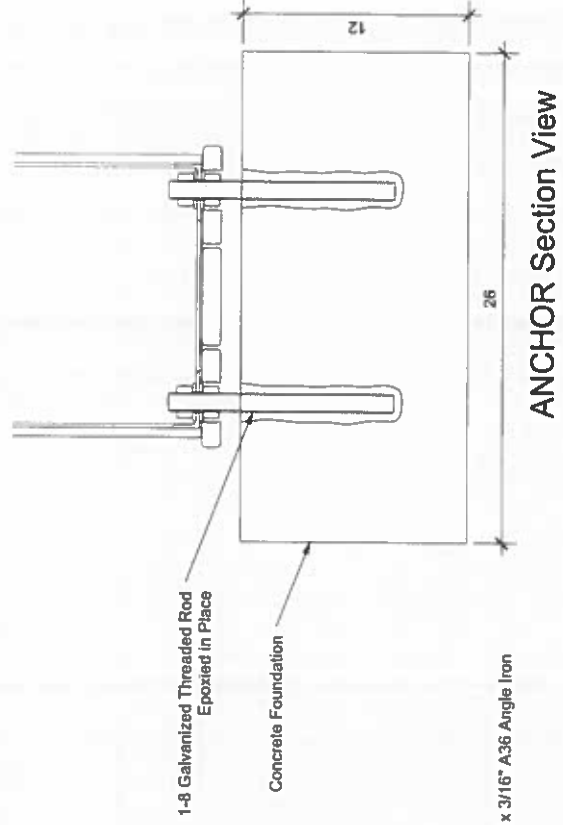
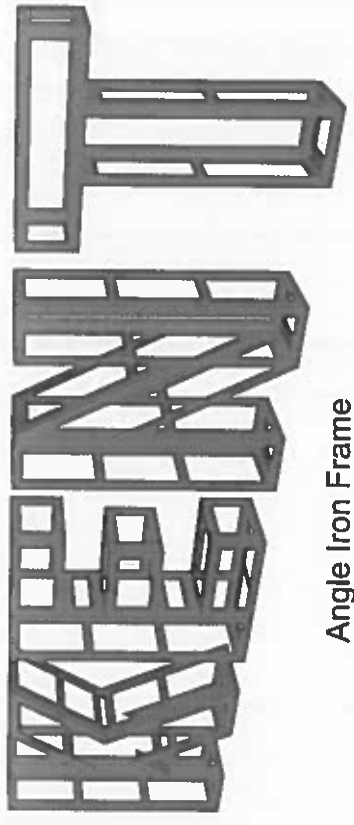
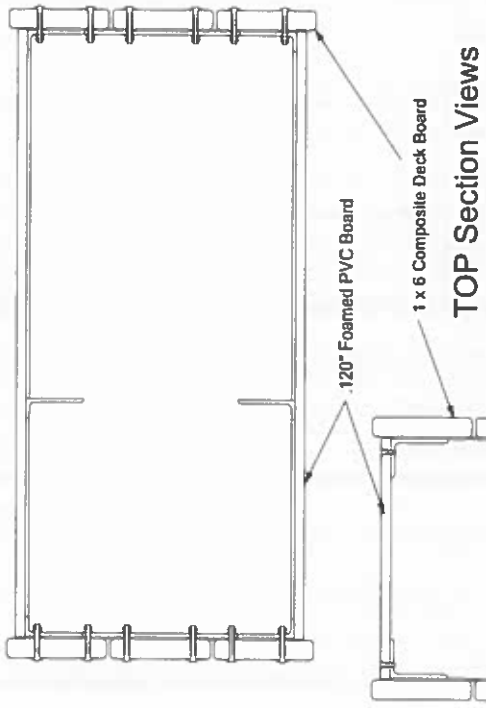
FOR - CRAIN AVENUE
 CITY OF ISHANT
 FRANKLIN TOWNSHIP - R-4-W, T-3-H
 PART OF ORIGINAL LOTS 24, 25, 26 & 31
 PORTAGE COUNTY, OHIO

LEGEND

- PROPERTY LINE
- EASEMENT
- UTILITY LINE
- EXISTING
- CALCULATED
- LAND MARK
- USED FROM FILE

SEE SHEET 14 OF 39

EXHIBIT "D"
Exhibit "D" – Art Design



Drawing No.	Date	Desc.	Drawn/Checked	Rev.	Date
Layout No.					
Series No.					
Scale	Units	Sheet	Dwg. S.Z.	Rev.	Date

