

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into by and between **MOORE MONTESSORI EDUCATIONAL SERVICES LLC, DBA AVON MONTESSORI**, an Ohio limited liability company ("Company"), and the **CITY OF AVON**, an Ohio municipality ("City").

RECITALS

WHEREAS, City is the fee simple owner of a parcel of real property, permanent parcel number 04-00-010-113-130, consisting of approximately 0.70 acres more or less described and depicted as "Block D" within **Exhibit A**, which is attached hereto and is made part hereof ("License Parcel"), pursuant to an instrument duly recorded in the office of the Lorain County Recorder.

WHEREAS, Company owns and operates a school, Avon Montessori, adjacent to the City property and desires to use a portion of that property (approximately 0.10 acres), hereinafter referred to as the "License Premises", to administer its educational programs, including but not limited to erecting a fence ("Fence") on said property to expand its outdoor classroom space.

WHEREAS, City is willing to grant this License to Company upon and subject to the terms and conditions contained herein ("Terms").

NOW, THEREFORE, the parties agree that for good and valuable consideration, the receipt and sufficiency of which City and Company irrevocably acknowledge, and in further consideration of the Terms hereof, City and Company agree as follows:

1. Recitals: City and Company incorporate the foregoing recitals herein by reference and ratify and reaffirm the same.

2. Grant: City hereby grants a License to Company to utilize approximately 0.10 acres of City owned land adjacent to their Montessori School, as depicted in Exhibit B and legally described in Exhibit C, both of which are attached hereto and incorporated herein by this reference. The City and the Company agree that the Company shall pay the sum of Ten Dollars (\$10.00) per month as and for the right to use the Licensed Premises. The License will burden the License Premises and benefit the Company. The Company and its agents, employees, students, invitees, and/or licensees ("Company Users") may access and utilize the License Premises as long as it remains enclosed by a fence (See Paragraph 3, below). Removal of the fence terminates this License until such time as the Company reinstalls it.

3. Fence: Pursuant to and under the License, Company will, at Company's sole expense, construct and install a Fence consistent with all state and local legal requirements and as provided for within the Site Plan. Once Company constructs/install said Fence, Company shall be

responsible for maintaining, repairing, and/or replacing the Fence from time-to-time as and when reasonably required/necessary due to damage or ordinary wear and tear.

4. License Term/Termination: The License shall continue in full force for so long as City is the record title owner of the License Parcel and Company is not in breach upon any term(s) of this Agreement. In addition, if City requires the License Premises for any purpose such as constructing improvements thereon or accessing the French Creek, City may elect to terminate the License upon providing Company with written notice, ("Notice"), stating therein a termination date which shall not be less than thirty (30) days after the Notice date. In the event of a declared emergency, the Notice requirement is suspended. Regardless of the foregoing, the City has the right to terminate this License at will simply upon providing 30 days written notice to the Company. If the City terminates the License, City shall not be liable for or obligated to pay any reimbursement(s) to Company relating to the removal of the Fence and/or any other improvements, fixtures and the like that may have been installed within the License Premises during the course of possession by the Company. Company may likewise terminate the License upon providing City with advance written notice of termination not less than thirty (30) days prior to the termination date. Upon Company's termination, City will likewise not be liable for or obligated to pay any reimbursement(s) to Company. It will remain the Company's obligation to remove improvements such as fencing, fixtures and the like at its own expense.

5. Maintenance/Repair: Company will at Company's sole expense maintain and repair the Fence and other area of the License premises as and when reasonably necessary; If Company fails to so maintain and/or repair the Improvements as required hereunder, City may, after furnishing Company with written notice identifying the claimed failure and affording Company with a reasonable time period to cure (not to exceed Thirty (30) days) the same, elect to effect such maintenance/repair or remove the fence and terminate this License whereupon Company will reimburse to City the reasonable cost(s) thereof for removal and restoration of the Licensed Premises.

6. Liability Insurance: During the operation and effect of this Agreement, Company will maintain a policy of liability insurance ("Policy") to cover personal injury or property damage sustained on the License Parcel of at least One Million Dollars (\$1,000,000). City will be named on the Policy as an "other insured." The Company must arrange with its insurer for the City to be notified of any lapse in coverage. Company's failure to obtain/maintain the Policy of insurance terminates this License.

7. Clear Access Right: If and when necessary to enable City to have access for heavy machinery/equipment to the License Parcel, City may, upon not less than twenty-four (24) hours prior notice to Company, ("Access Notice"), have full, clear, and exclusive access to the License Parcel ("Clear Access Right"). The 24-hour notice requirement is waived in cases of an emergency declared by the City. Avon shall in no event be liable for any inconvenience, disturbance, or other damage to Company or Company's property, including the fence, by reason of its need to enter the Property.

8. Miscellaneous: This Agreement and the Terms hereof:

- (a) shall extend to and be binding upon City and Company. Any assignment of said license by the Company must be approved, in writing, by the City of Avon in order to be valid. ;
- (b) shall be governed by/under Ohio law; any action must be brought in a court of competent jurisdiction in Lorain County, Ohio
- (c) shall not be amended/modified absent a written instrument (prepared and signed in recordable form) which City and Company must each execute; and
- (d) Company shall not utilize “snow fencing” around the parking lot or areas adjacent to the parking lot for school activities.
- (e) represent and constitute the entire understanding and agreement between City and Company a violation of which may result in termination.

IN WITNESS WHEREOF, City and Company have signed this Agreement on the date(s) set forth below.

CITY OF AVON, an Ohio municipality
 (“City”)

MOORE MONTESSORI EDUCATIONAL
SERVICES LLC, DBA AVON
MONTESSORI, an Ohio limited liability
company (“Company”)

By:_____

By:_____

Its:_____

Its:_____

Dated:_____

Dated:_____

LORAIN COUNTY)

Before me, a notary public in and for Lorain County, Ohio, personally appeared the above-named City of Avon, an Ohio municipality (“City”), by _____, its _____, who acknowledged that he/she did sign the foregoing License Agreement and that the same is the free act and deed of the City and his/her free act and deed both personally and as the duly authorized _____ of/for the City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Lorain County, Ohio, this _____ day of _____, 2021.

Notary Public

LORAIN COUNTY)

Before me, a notary public in and for Stark County, Ohio, personally appeared the above-named MOORE MONTESSORI EDUCATIONAL SERVICES LLC, DBA AVON MONTESSORI, an Ohio limited liability company ("Company"), by _____, its _____, who acknowledged that he/she did sign the foregoing License Agreement and that the same is the free act and deed of the Company and his free act and deed both personally and as the duly authorized _____ of the Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Stark County, Ohio, this _____ day of _____, 2021.

Notary Public