

LICENSE AGREEMENT

619
N. Perry St.

Pursuant to City Code 133.03

This License Agreement (hereinafter called "this Agreement") is made by and between the City of Napoleon, Ohio (hereinafter called "the City") and Melvin E. Ricker and Cathy L. Ricker, husband and wife, (hereinafter called "the Licensee(s)") for the consideration and upon the terms and conditions set forth herein, all of which are hereby agreed to by the parties.

Subject to the full and prompt payment by the Licensee(s) of all monetary consideration set forth in this Agreement and subject to the performance and observance by the Licensee(s) of all terms and conditions set forth in this Agreement, the City hereby grants to the Licensee(s) the license to utilize a portion of right-of-way (alley) of the City for the sole purpose of placing and maintaining a handicap ramp. Area specifically described as follows:

* Description as provided in Exhibit "A" & "B" attached hereto and made a part hereof.

This license is for the utilization of the right-of-way (alley) for the installation of a handicap ramp (hereinafter called "Ramp").

The Licensee(s) shall be responsible for improvement costs as well as related maintenance costs associated with the Ramp; however, said premises shall remain the property of the City.

The Licensee(s) shall submit to the City of Napoleon an engineering drawing illustrating all related landscape improvements as well as details regarding the Ramp and any appurtenances.

This license does not allow the Licensee(s) to construct, plant, park or store any other improvements and/or property on the right-of-way (alley).

This license shall be perpetual subject to the right of the City to terminate this Agreement, without the City suffering penalty or recourse, upon the City's necessity of use of the premises that is occupied by the Ramp. City shall give Licensee(s) sixty (60) days notice of its intent to terminate this Agreement. The City shall be the sole determining authority as to what constitutes necessity.

This license shall be perpetual subject to the City interfering with the use of the area for installation and/or repair of utilities, whether planned or in case of emergency. Any damage to the Ramp or any appurtenances as a result of the City's necessity to work shall be at the sole expense of Licensee(s).

Hence this License Agreement, the parties acknowledge the Ramp and any appurtenances are within the City's right-of-way (alley).

Licensee(s) shall pay City the sum of One Dollar (\$1.00) as and for the consideration of this license, the receipt of which is hereby acknowledged.

The Licensee(s) at all times shall comply with the Zoning Ordinances and Regulations of the City except as varied by this Agreement or any Ordinance pursuant to this Agreement and Application for Zoning Variance.

In the event Licensee(s) violates any term or condition of this Agreement, the City, by its City Manager or other representative shall serve Licensee(s) by certified mail at the address of 161 Bradford Avenue, Napoleon, Ohio, 43545, or as may be amended in writing to the City, of its intention to terminate this Agreement and the Licensee(s) shall thereafter have sixty (60) days in which to cure any default or reestablish its use of the rights granted by this Agreement. If such violation of any term or condition of this Agreement is not cured by

Licensee(s) in the period herein stated, the City may terminate this Agreement without any further action whatsoever without suffering penalty or recourse. In case of abandonment, the City shall notify Licensee(s) of its intent to terminate this Agreement; however, where the City can not reasonable discover the Licensee's whereabouts, the City may terminate this Agreement without notice and without any other action whatsoever and without the City suffering penalty or recourse. In that event of termination or of abandonment, Licensee(s) shall immediately forfeit all rights and privileges associated with this license (including the right of possession) and shall vacate the premises covered by this Agreement; and all improvements thereon shall be the sole and absolute property of the City without any obligation to compensate Licensee(s) therefor if not claimed and removed by Licensee(s) within sixty (60) days of actual abandonment. In case of termination and/or abandonment, Licensee(s) shall pay the cost of any cleanup and restoration of premises to its original condition.

At all times during the existence of this Agreement, Licensee(s) shall maintain in full force and effect commercial liability insurance with insurance carriers and in amounts satisfactory to the City. The Licensee(s) shall pay all premiums for such insurance coverage as they become due. The City shall have the right to hold a memorandum copy of such insurance policy and the Licensee(s) shall deliver to the City a memorandum copy thereof and receipts verifying that all premiums therefore have been paid. In addition, the Licensee(s) shall indemnify and hold harmless the City its officers, officials, agents, and employees from all demands, claims, expenses, losses and liabilities whatsoever that may occur or may be claimed by or with respect to the injury, death, damage or destruction of any person or property occurring on or about the premises resulting from the use, misuse, possession, occupancy or non-occupancy of the premises by the Licensee(s) or the Licensee's agents, employees, contractors, invitees or guests or others herein mentioned or not. Licensee(s) shall pay to defend any such claim.

That this Agreement shall terminate upon the transfer of the property rights of the Ramp belonging to Melvin E. or Cathy L. Ricker to a third party; however, any such transfer shall not relieve Licensee(s) of the liability provisions of this Agreement unless such notice of transfer is provided, in writing, to the City Manager of Napoleon, Ohio at the address of 255 W. Riverview Avenue, Napoleon, Ohio 43545; moreover, this provision shall survive termination of this Agreement.

The Licensee(s) shall not create, permit or suffer any lien or encumbrance against or upon the premises within the City right-of-way during the existence of this Agreement.

The City's waiver of any default by Licensee(s) shall not constitute a continuing waiver or a waiver of any subsequent default, whether of the same or any other term or condition of this Agreement. Any delay or failure by the City to exercise any right, power or remedy provided in this Agreement or bylaw or in equity shall not constitute a waiver of any such right, power or remedy or acquiescence in any default by the Licensee(s).

The intent of the parties in this Agreement is to grant a perpetual license to Licensee(s), not a leasehold interest, easement, right-of-way or any other right, title or interest in land.

This Agreement contains the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those set forth in this Agreement. This Agreement shall supersede all previous commitments, representations, understandings and agreements, whether verbal or written, regarding the subject mater of this Agreement.

The City shall cause this Agreement to be filed with the recorder of Henry County, Ohio at the Licensee's expense.

IN WITNESS WHEREOF, the City has caused two (2) originals of this Agreement to be executed on this 16th day of March, 2000, and the Licensee(s) have executed two (2) originals of this Agreement on this 14th day of March, 2000.

Signed and acknowledged in the presence of:

Roxanne Dietrich

Karen McCarthy

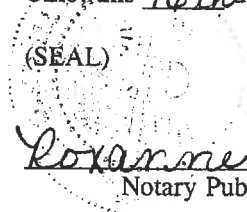
CITY OF NAPOLEON, OHIO

Dr. Jon A. Bisher
Dr. Jon A. Bisher - Its City Manager
Pursuant to City Code Sec. 133.03

State of Ohio ss:
County of Henry

Before me, a Notary Public in and for the State of Ohio, personally appeared the City of Napoleon by Dr. Jon A. Bisher, City Manager, who acknowledged that he signed this License Agreement and that the same is his free act and deed as such officer and the free act and deed of the City of Napoleon, Ohio.

IN TESTIMONY WHEREOF, I have signed my name and affixed my official seal at Napoleon Ohio, this 16th day of March, 2000.



Roxanne Dietrich
Notary Public

Commission Expires: ROXANNE DIETRICH, NOTARY PUBLIC
In and for the State of Ohio
My Commission Expires June 23, 2002

200000008651 ✓
Filed for Record in
HENRY COUNTY OHIO
ARLENE A WALLACE
On 03-17-2000 At 03:27 pm.
AGREEMENT 30.00
OR Volume 67 Page 223 - 228

200000008651
CITY OF NAPOLEON
CALL SHERYL 592-3503

Signed and acknowledged in the presence of:

Roxanne Dietrich

LICENSEE, Melvin E. Ricker

Sheryl H. Ratzke

By: Melvin E. Ricker

Signed and acknowledged in the presence of:

Roxanne Dietrich

LICENSEE, Cathy L. Ricker

Sheryl H. Ratzke

By: Cathy L. Ricker

State of Ohio ss:
County of Henry

Before me, a Notary Public in and for the State of Ohio, personally appeared Melvin E. Ricker and Cathy L. Ricker, Licensee(s), who acknowledged that they signed this License Agreement and that the same are their free act and deed.

IN TESTIMONY WHEREOF, I have signed my name and affixed my official seal at Napoleon Ohio, this 14 day of March, 2000.

(SEAL)

Roxanne Dietrich
Notary Public

Commission Expires: **ROXANNE DIETRICH, NOTARY PUBLIC**
in and for the State of Ohio

My Commission Expires June 23, 2002

This Instrument Prepared And Approved By:

David M. Grahn, City Law Director
255 West Riverview Avenue
Napoleon, Ohio 43545

Exhibit "A"

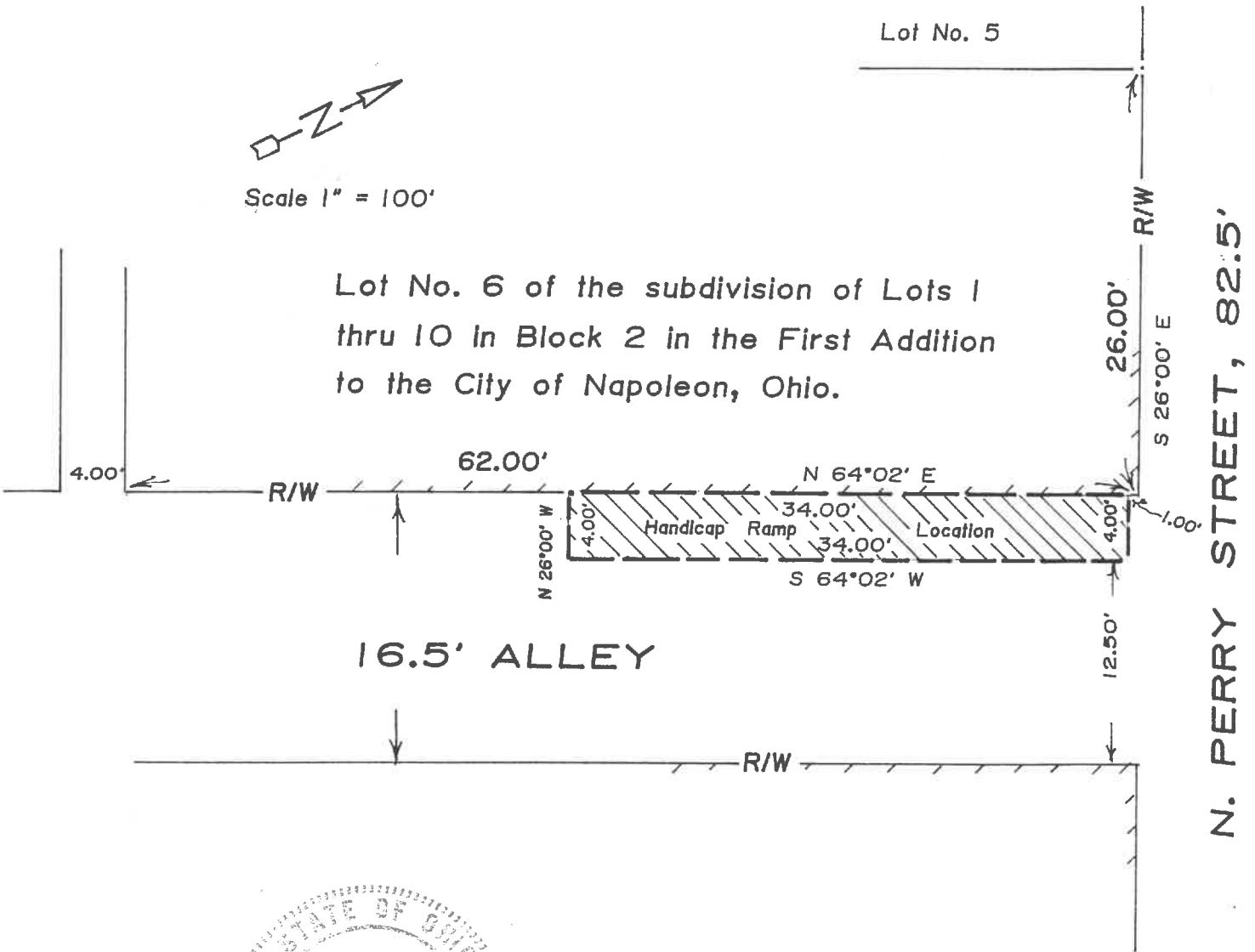
Instrument 200000008651 OR Volume Page 67 227

Drawing of proposed handicap ramp location & easement from the City of Napoleon

For: Melvin E. & Cathy L. Ricker

Deed Ref., Vol. 19, Pg. 426, O.R.

Scale 1" = 100'



I hereby certify this drawing and handicap ramp location to be correct to the best of my knowledge.

Paul J. Westhoven
Paul J. Westhoven
Registered Surveyor No. 5602
November 9, 1998

Paul J. Westhoven
REGISTERED LAND SURVEYOR
523 E. Riverview Ave. P.O. Box 172
NAPOLEON, OHIO 43545
Phone (419) 592-0771
Fax (419) 592-0775

Description of handicap ramp easement: City of Napoleon to
Melvin E. & Cathy L. Ricker

Being located in a certain sixteen and five tenths (16.5) foot wide alley, adjoining the Easterly side of Lot No. 6 of the Subdivision of Lots 1 through 10, Block 2 in the First Addition to the City of Napoleon, Ohio, and which is more particularly described as follows:

Commencing at the Northeasterly corner of said Lot No. 6 and the Westerly right-of-way of North Perry Street;

thence South $64^{\circ}02'$ West on the Easterly side of said Lot No. 6 and the Westerly side of said alley, one and zero hundredths (1.00) feet to the point of beginning;-----

thence South $26^{\circ}00'$ East and parallel with North Perry Street, four and zero hundredths (4.00) feet to a point;

thence South $64^{\circ}02''$ West and parallel with said alley, thirty-four and zero hundredths (34.00) feet to a point;

thence North $26^{\circ}00'$ West and parallel with North Perry Street, four and zero hundredths (4.00) feet to a point on the Westerly side of said alley and the Easterly side of said Lot No. 6 in Block 2 of the First Addition to the City of Napoleon, Ohio;

thence North $64^{\circ}02'$ East on the Westerly side of said alley and the Easterly side of said Lot No. 6 in Block 2 of the First Addition to the City of Napoleon, Ohio, thirty-four and zero hundredths (34.00) feet to the point of beginning.

Containing 136 square feet of land more or less.

This description is based on field survey made on November 9, 1998, by Paul J. Westhoven, Registered Surveyor No. 5602.