

**LICENSE AGREEMENT  
BY AND BETWEEN THE PARMA CITY SCHOOL DISTRICT  
AND THE CITY OF PARMA**

**BACKGROUND:**

Whereas, through a lease, the City of Parma (City) allowed a cell tower to be placed by a third party on property owned by City. The third party inadvertently constructed said tower on property adjacent to the City's property and on property currently owned by the Parma School District (School). The School is willing to allow the City to license the property the tower was placed on for purposes of a cell tower use for the consideration pursuant to the terms of this License Agreement ("Agreement").

**TERMS:**

The parties (School and City) do hereby mutually agree as herein provided that the School by this instrument does grant a license to the City the following, described premises, located in the City of Parma, Ohio for the use described in this Agreement:

**LEGAL DESCRIPTION:**

See attached Exhibit "A".

**Article 1: Term.**

The term of this Agreement shall be for five years commencing on the \_\_\_\_ day of \_\_\_\_\_, 2015, and concluding on the \_\_\_\_ day of \_\_\_\_\_, 2020. This license shall automatically renew for nine (9) successive five (5) year periods unless the City terminates this Agreement or the tower is removed and not replaced within one (1) year of the date of its removal.

**Article 2: Liability.**

The City, subject to its immunities, shall assume liability on the licensed portion of the premises for matters directly related to the cell tower. The City shall additionally make sure that the owner of the cell tower is adequately insured for liabilities resulting from the use of the premises for a cell tower.

**Article 3: Consideration.**

The City shall pay the following consideration for the license that is the subject of this Agreement.

- (a) The City shall transfer in fee simple the title to the property known as Permanent Parcel No. 456-15-055 to School. A copy of the deed is attached as Exhibit "B". This transfer shall be permanent and remain in effect after this Agreement terminates or expires.
- (b) The City shall additionally grant the School a license to use its property located in City of Parma, Ohio, a portion of Permanent Parcel No. 447-13-001, to expand a parking lot. The license for the parking lot shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2015, and continue for a period of five (5) years until the \_\_\_\_ day of \_\_\_\_\_, 2020. The license for the parking lot shall automatically renew for four (4) successive five (5) year periods unless the School notifies the City of its intention to discontinue the license agreement prior to the commencement date of the next five (5) year period. The School, subject to its immunities, shall be liable for any and all matters related to the parking lot while the license for the parking lot is in effect. School shall comply with all Parma Codified Ordinances, including but not limited to, zoning, building, and engineering requirements.
- (c) City shall pay to the School ten dollars (\$10.00) at the beginning of each five (5) year period that this Agreement is in effect.

**Article 4: Use.**

The City shall be allowed to use the licensed property under this Agreement for any and all activities normally associated with the construction, maintenance, leasing, and/or selling of a cell tower or for the leasing of the premises for such cell tower uses and deriving rental income for such uses.

**Article 5:** The School reserves all other rights to the property described in Exhibit "A" hereto, other than those specifically granted to City by this Agreement.

**Article 6:** The license granted by this Agreement shall run with the property. Successive owners of the property shall be bound by the terms of this Agreement and the license granted herein may be assigned by the City to a third party at the City's sole discretion and upon written notice to School.

**NOTICE:**

Each party shall give written notice to the other party for all legal and business matters at the following addresses.

**CITY OF PARMA**  
 ATTN: Service Director  
 6611 Ridge Road  
 Parma, Ohio 44129  
 (440) 885-8191

**PARMA CITY SCHOOL DISTRICT**  
 ATTN: \_\_\_\_\_  
 5311 Longwood Avenue  
 Parma, Ohio 44134  
 (440) 842-5300

**CHANGES IN WRITING:**

This Agreement constitutes the entire understanding of this subject matter between the two parties. Any changes to this Agreement must be in writing and signed by both parties.

**VENUE:**

Each party agrees to give the other party written notice of any problem it has regarding the actions of the other party related to this matter or any breach of this Agreement by the other party. The receiving party shall have thirty (30) days to cure the problem or breach and/or work out a solution with the party alleging the problem. In the event the problem or breach is not remedied the parties agree to go to mediation prior to either party commencing legal action.

Each of the below signatories hereby represents that it has authority to bind the party it represents and that all formal actions necessary to effectuate this transaction have been taken.

**CITY OF PARMA**

**PARMA CITY SCHOOL DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LEGAL DESCRIPTION**  
**A Portion of Permanent Parcel No. 447-13-001**

Situated in the State of Ohio, County of Cuyahoga, City of Parma, being part of Original Parma Township Lots 14, 19, and 20 in the Blake Tract, being part of the S.H. Kleinman Realty Company State Wood Subdivision as recorded in Volume 74, Page 18, C.C.M.R., being part of the J. Roy Taylor's Staten Heights Subdivision No. 1 as recorded in Volume 101, Page 8, C.C.M.R., being part of the Staten Heights Subdivision No. 2 as recorded in Volume 105, Page 36, C.C.M.R., and more fully described as follows:

Commencing for Reference at a  $\frac{3}{4}$ -inch rebar in a monument box found on the centerline of W. 54<sup>th</sup> St. (80 feet wide) at the southwesterly corner of Original Parma Township Lot Number 14, Blake Tract.

**Course No. 1:** thence, South 89° – 14'– 20" East, along the southerly line of Lot 14, a distance of 40.00 feet to the easterly right-of-way line of W. 54<sup>th</sup> St.;

**Course No. 2:** thence, North 00° – 14'– 25" East, along said easterly right-of-way line, passing over a 5/8-inch rebar found at 0.52 feet, a distance of 989.86 feet to an iron pin set on the southerly right-of-way line of Longwood Avenue (50 feet wide);

**Course No. 3:** thence, North 89° – 47'– 21" East, along the southerly line of Longwood Avenue, a distance of 1067.33 feet to an iron pin set on the westerly right-of-way line of W. 48<sup>th</sup> St. (50 feet wide);

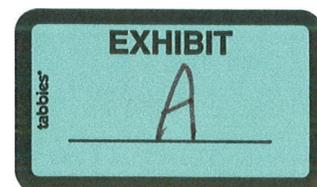
**Course No. 4:** thence, South 00° – 12'– 21" West, along the westerly right-of-way line of W. 48<sup>th</sup> St., a distance of 120.13 feet to an iron pin set on the southerly line of aforesaid S.H. Kleinman Realty Company State Wood Subdivision;

**Course No. 5:** thence, North 89° – 59'– 11" East, along said southerly line, a distance of 90 feet to an iron pin set up southwesterly corner of some lot 107 instead subdivision;

**Course No. 6:** thence, South 00° – 12'– 19" West, along the southerly extension of said Sublot, a distance of 30.00 feet to a 5/8-inch rebar found;

**Course No. 7:** thence, North 89° – 59'– 11" East, a distance of 120.00 feet to a 5/8-inch rebar found on the westerly line of a parcel of land, now or formerly in the name of Lydia Usyk as recorded in Deed Volume 89 – 2227, Page 61 (Parcel No. 2);

**Course No. 8:** thence, South 00° – 12'– 15" West, along said westerly line, passing over a  $\frac{1}{2}$  inch rebar found it 69.72 feet, a distance of 70 feet to the southwesterly corner of said parcel;



**Course No. 9:** thence, North  $89^{\circ} - 59' - 11''$  East, along the southerly line of said Usyk parcel, and the southerly lines of parcels of land, now or formerly in the name of Richard W. Ebner as recorded in AFN 200106080105, Hakim A. Ali in AFN 200506150459, Lyudmyla K. Taker as recorded in AFN 200504040985, Jeffrey S. and Anette M. Byers as recorded in Deed Volume 93 – 14623, Page 60, Stephen H. Carey III as recorded in AFN 200305290821, Marian Frac as recorded in Deed Volume 85 – 6760, Page 33, Lisa L. Nesbitt as recorded in Deed Volume 98 – 06301, Page 57, Daniel P. Denavich as recorded in AFN 200102260845, Erich M. Schneider as recorded in AFN 200408130994, Michael S. and Jaclyn M. Dadich as recorded in AFN 200204020914, and Shawn Piotrowski, et al, as recorded in AFN 200209250366, a distance of 700.68 feet to an iron pin set on the northerly right-of-way line of Blakely Drive (50 feet wide) (unimproved);

**Course No. 10:** thence, South  $18^{\circ} - 26' - 49''$  East, a distance of 25.00 feet to an iron pin set on the centerline of Blakely Drive;

**Course No. 11:** thence, South  $71^{\circ} - 33' - 11''$  West, along said centerline, a distance of 23.00 feet to a point of curvature;

**Course No. 12:** thence, southwesterly, continuing along said centerline, following the arc of a curve to the right having a central angle of  $08^{\circ} - 26' - 04''$ , a radius of 277.12 feet, a tangent of 20.43 feet, a quart of 40.76 feet, a chord bearing South  $75^{\circ} - 46' - 13''$  West, a distance of 40.79 feet to an iron pin set on the centerline of W. 45<sup>th</sup> St. (50 feet wide) (unimproved);

**Course No. 13:** thence, South  $37^{\circ} - 00' - 00''$  West, along the centerline of W. 45<sup>th</sup> St., a distance of 314.21 feet to an iron pin set at a point of curvature;

**Course No. 14:** thence, southwesterly continuing along said centerline, following the arc of a curve to the left having a central angle of  $12^{\circ} - 33' - 38''$ , a radius of 230.14 feet, a tangent of 25.33 feet, a chord of 50.35 feet, a chord bearing South  $30^{\circ} - 43' - 11''$  West, a distance of 50.45 feet to an iron pin set on the centerline of Graywood Drive (50 feet wide) (unimproved), said iron pin also being the most northeasterly corner of a parcel of land, now or formerly in the name of City of Parma, Ohio as recorded in Deed Volume 14205, Page 255;

**Course No. 15:** thence, North  $90^{\circ} - 00' - 00''$  West, along the centerline of Graywood Drive and the northerly line of said City of Parma parcel, a distance of 6.81 feet to an iron pin set;

**Course No. 16:** thence, South  $37^{\circ} - 00' - 00''$  West, along a northwesterly line of said City of Parma parcel, a distance of 23.50 feet to an iron pin set;

**Course No. 17:** thence, South  $00^{\circ} - 00' - 00''$  West, along the westerly line of said City of Parma parcel, a distance of 274.69 feet to a point known as being the Northeast corner and principle place of beginning of, the leased area herein described;

**Course No. 18:** thence, South  $00^{\circ} - 00' - 00''$  West continued along said westerly line of the City of Parma parcel, a distance of 150.00 feet to a pin set by McSteen and Associates as part of a survey recorded in document number 200606210142 of Cuyahoga County Recorder's records. Said point is also known as being the Southeast corner of the leased area herein described;

**Course No. 19:** thence, North  $90^{\circ} - 00' - 00''$  West along the northerly line of said City of Parma parcel, a distance of 150 feet, to a point known as being the southwest corner of the leased parcel herein described;

**Course No. 20:** thence, South  $00^{\circ} - 00' - 00''$  West at a distance of 150 feet, to a point known as being the northwest corner of the leased area herein described;

**Course No. 21:** thence, North  $90^{\circ} - 00' - 00''$  West, along said northerly line of the leased area herein described to the principle place of beginning.

**A Portion of Permanent Parcel No. 447-13-001**

# Warranty Deed

**KNOW ALL MEN BY THESE PRESENTS THAT the City of Parma, Ohio, the Grantor, claiming title by or through instrument recorded in Volume 12542, Page 641, Cuyahoga County Recorder's Office, for valuable consideration thereunto given, and for the sum of Ten Dollars (\$10.00) received to their full satisfaction of the Parma City School District, the Grantee, whose tax mailing address will be 5311 Longwood Avenue, Parma, Ohio 44134 do:**

**GIVE, GRANT, BARGAIN, SELL AND CONVEY** unto said Grantee, its heirs and assigns, the following described premises, situated in the City of Parma, County of Cuyahoga, and State of Ohio:

Situated in the City of Parma, County of Cuyahoga, and State of Ohio and known as being part of Original Parma Township Lot No. 24, Ely Tract and more fully described below:

Beginning at a point at centerline of Pleasant Valley Road, said point being the Southeast corner of Original Lot No. 24;

Thence Westerly along a said centerline of Pleasant Valley Road for a distance of 1150 feet as being the principal point of beginning of the following described parcel;

Thence Northerly on a line parallel with the East line of said Original Lot No. 24, a distance of 167.42 feet to a point;

Thence Westerly on a line parallel to said centerline of Pleasant Valley Road, a distance of 50 feet to a point;

Thence Southerly along a line parallel to the East line of said Original Lot No. 24, a distance of 167.42 feet to a point;

Thence Easterly along said centerline of Pleasant Valley Road, a distance of 50 feet to the principal place of beginning, be the same more or less, but subject to all legal highways.

Permanent Parcel No(s): 456-15-055



**TO HAVE AND TO HOLD** the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

**AND THE SAID** Grantor, for itself and its heirs, executors and administrators, hereby covenant with the said Grantee, its heirs and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable, and further, that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.

**AND FOR VALUABLE CONSIDERATION** does hereby remise, release and forever quit-claim unto the said Grantee, its heirs and assigns, all his right and expectancy of Dower in the above-described premises.

**IN WITNESS WHEREOF**, the Grantor hereunto sets its hands the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:**

**Grantor: CITY OF PARMA**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Mayor Tim DeGeeter

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Brian Higgins, Service Director

**STATE OF OHIO            )**  
   **)    ss.**  
**CUYAHOGA COUNTY        )**

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared the above-named **Grantor** who acknowledged that they did sign this Warranty Deed and the same is their free act and deed.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

**This Instrument Prepared By:**  
Timothy G. Dobeck, Law Director  
6611 Ridge Road, Parma, Ohio 44129  
440-885-8132