

**AN AGREEMENT BETWEEN THE VILLAGE OF MADISON, OHIO
AND THE MADISON JOINT FIRE DISTRICT FOR THE BUYOUT OF
A LEASEHOLD INTEREST IN 33 NORTH LAKE STREET**

THIS AGREEMENT MADE AND ENTERED INTO AT Madison, Ohio, this 17th day of September, 2014, by and between the VILLAGE OF MADISON, an Ohio municipal corporation, having an address for purposes hereof at 126 West Main Street, Madison, Ohio 44057 (the "Village"); and the MADISON JOINT FIRE DISTRICT, an Ohio body politic formed under the authority of Ohio Revised Code §505.371, having an address for purposes hereof at 840 River Street, Madison, Ohio 44057 (the "District").

Section 1 - Basic Provisions.

(a) The Village is the owner of real property and improvements thereon located at 33 North Lake Street, Madison, Ohio, same being permanent parcel no. 02-A-008-E-00-005-0, the legal description of which is attached hereto as Exhibit 1 and incorporated herein by this reference (hereinafter, the "Premises").

(b) The Premises are the site of a fire station originally constructed by the Village which has been maintained and improved over the course of years for said use. At a time approximate in 1970 with the creation of the Madison Joint Fire District pursuant to a joint resolution of the Village and Township of Madison, the possession, custody and control of the Premises was granted by the Village to the District for its use as a fire station.

(c) The Village desires to retake possession of the Premises for current and future municipal use and extended an offer to the District to buyout its leasehold interest and improvements.

(d) In response to the Village's request, the District reviewed its service requirements and relocated all operations at the Premises to other existing facilities.

WHEREFORE, in consideration of same, the Village and District have agreed that the Village will buyout the District's leasehold interest in the Premises, together with all rights, claims and interests the District may have in any of the improvements to the Premises, and to do so upon the terms and for the consideration set forth herein.

Section 2 - Village's Obligations.

(a) **Compensation.** The Village shall pay to the District the total sum of One Hundred Eighty-Nine Thousand Dollars (\$189,000.00) as follows:

- (1) An earnest money deposit in the sum of Ten Thousand Dollars (\$10,000.00), receipt of which is acknowledged by the District;

- (2) A first installment payment in the sum of Forty-Four Thousand Seven Hundred Fifty Dollars (\$44,750.00), which shall be due and payable on or before June 1, 2015;
- (3) A second installment payment in the sum of Forty-Four Thousand Seven Hundred Fifty Dollars (\$44,750.00), which shall be due and payable on or before June 1, 2016;
- (4) A third installment payment in the sum of Forty-Four Thousand Seven Hundred Fifty Dollars (\$44,750.00), which shall be due and payable on or before June 1, 2017; and
- (5) A fourth and final installment payment in the sum of Forty-Four Thousand Seven Hundred Fifty Dollars (\$44,750.00), which shall be due and payable on or before June 1, 2018.

(b) No Right to Additional Compensation. The District shall be entitled to no additional compensation from the Village for any reason(s) related to the Premises.

(c) Interest. No interest shall be due on any unpaid principal balance, except, in the event the Village defaults on the payment(s) due hereunder and the District should obtain judgment for same, then, statutory interest shall apply from the date of default.

(d) Default. The Village shall be in default if it fails to tender on or before the date(s) due any installment payment(s) to the District pursuant to Section 2(a) herein above. In the event of default, the District may notify the Village that it is declaring default whereupon all unpaid principal shall immediately be due the District and it may pursue available legal remedies.

Section 3 - District's Obligations.

(a) Surrender of Possession. The District shall fully, finally, and forever thereafter have vacated the Premises as of 12:01 a.m. on September 17, 2014 (the "Transfer Date"). It shall have removed all items of its personal property from the Premises by the Transfer Date. The District shall further have removed the fixtures listed in Schedule A, and only those fixtures listed in Schedule A, as of the Transfer Date.

(b) Abandoned Property. The Village shall have no obligation to retain, care for, or otherwise make any arrangements for any District property of whatsoever nature that may remain in or upon the Premises after the Transfer Date, and, any such District property so remaining shall be conclusively deemed abandoned property for which the Village may claim sole and exclusive right of ownership, except, this provision does not apply to District property kept within the storage areas described in Section 5 hereof.

(c) Cleaning. The District shall leave the Premises in broom clean condition.

(d) Utilities. The District shall pay for and remain liable for all outstanding utility services fees, charges, and assessments which may be due but not yet paid as of the Transfer Date.

(e) Cancellation of Non-Utility Services. As of the Transfer Date, the District shall have notified the appropriate parties and cancelled all non-utility services for the Premises, including but not limited, to contracts for landscaping care, janitorial and maintenance services, and pest control.

(f) Insurance. The District shall maintain in full force and effect until the Transfer Date all such policies of insurance for the Premises as are now in effect.

(g) Liens. With respect to any liens filed against the Premises as a consequence of the District's tenancy, the District shall save harmless the Village against all loss, liability, costs, attorney's fees, damages or interest charges as a result of any such lien. The District shall remove, pay, or cancel said lien or secure the payment of any such lien(s) by bond or other security acceptable to the Village. The District shall have the right at all times and at its own expense to contest and defend on behalf of itself or the Village any action involving the collection, validity, or removal of such lien(s) upon giving adequate security to the Village for payment of such lien(s).

(h) Keys and Security. The District shall turn over to the Village all keys, electronic pass cards, remote activators, and other such like means of access to the Premises by the Transfer Date. The District shall further provide to the Village all access and/or security passcodes/passwords for the Premises. If the District is in possession of any user manuals or other such like materials pertaining to these systems, it shall provide same to the Village as of the Transfer Date.

Section 4 - Mutual Promises and Covenants.

(a) Condition of the Premises. The Village acknowledges that it is accepting the Premises in its "as-is" condition as of the effective date of this Agreement. The District makes no warranties or representations regarding the condition of the Premises, including but not limited to utility, mechanical, and structural components.

(b) Responsibility for Post-Inspection Damage. Solely for the purpose of ascertaining compliance with this section and not as any warranty or other representation on the part of the District with respect to the condition of the Premises contrary to subsection (a) above, the parties have conducted a visual walk-through inspection and noted any material existing damage(s) to the Premises on Schedule B attached hereto.

The District shall use all due care to avoid post-inspection damage to the Premises, inclusive of (i) removal of fixtures in a manner not causing damage in excess of that necessary to effect the removal, (ii) causing damage to the mechanical or structural components of any improvements, and (iii) causing damages to any finish materials and fixtures. The District shall repair any such damage(s) it causes. The District is not responsible for any failures or breakages caused by further normal wear and tear.

(c) Release of Claims. Excepting solely for (i) the Village's obligations as set forth in Sections 2 and 5 hereof, and, (ii) the District's obligations as set forth in Section 3 and Section 4(b) hereof, which obligations are of a continuing nature until such time as they are fully satisfied, the parties agree that, in consideration of the aforementioned mutual promises and covenants, the Village and District do each as to the other hereby forever release and discharge any and all past, present and future actions, causes of action, claims, rights, demands,

damages, and all consequential damage on account of, or in any way growing out of any and all known or unknown injuries, death, property damage and/or any other injuries of whatsoever nature resulting or to result from any of their dealings, costs (including attorney fees), expenses, loss of services, compensation, third party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, which they, or their agents, assigns, and successors may have including, but not limited to, their current and former officers, agents, employees, subcontractors, and independent contractors, and their heirs, executors, administrators, successors and assigns, and all other persons, firms and corporations, whether herein named or referred to or not, by reason of any transaction, occurrence, communication, agreement, relationship, action or failure to act relating the Premises and without exception, inclusive of any unknown or unknowable conditions, defects (including latent defects), breaches (whether contractual or warranty (express, implied, or arising by operation of law)), and without limitation to all structures and improvements.

Section 5 – District's Storage Use.

After the Transfer Date, the District shall have the continuing right to use of the Premises, plus additional space as set forth herein below, for storage purposes and without charge, to wit:

(a) On the first and second floors of the Premises, the District shall have use of the rooms designated "Fire Investigation Room Storage" or "FIU" which rooms are depicted on the floor plans, consisting of two pages, attached hereto and incorporated herein as Exhibits "2-A" and "2-B".

(1) In the event the Village should remodel the Premises resulting in alterations of the floor plans, then, the Village and District shall work jointly to preserve continuing space of a like size and nature for the District's continuing storage use; and

(2) The District's use of these storage areas shall terminate upon the date the Village should no longer use the Premises for any public purpose, whether by sale, lease, abandonment, destruction of the Premises, or any other cause; and

(3) The District's access to these storage areas shall be limited to the Fire Chief and his/her designated personnel. Access to the storage areas shall be protected via use of passkeys or other such measures as the Village and District shall so mutually agree, to be held by the District but subject to such necessary access by the Village under supervision of the District as required to keep the Premises in good repair.

(b) Within the Village's road garage located at 81 Samuels Street, the District shall have use of the area depicted on the floor plan attached hereto and incorporated herein as Exhibit "3" to store two trailers.

(1) The Village does not own the road garage, therefore, in the event the Village should no longer be in possession of same for any reason, then, the District's use shall also terminate; and

(2) The District shall timely remove its property so as not to cause any hold-over by the Village.

(c) The District shall maintain at its sole cost and expense any insurance against loss or damage to its property as it may deem necessary and hereby waives any claims of any nature whatsoever against the Village for any such loss or damage regardless of fault or cause.

(d) The District shall not store any hazardous materials on the Premises or road garage.

Section 6 - Miscellaneous.

(a) Complete Agreement. The parties hereto acknowledge that all of the terms and covenants contained herein were reviewed by both parties and their legal counsel, and all negotiations, consideration, representations, inducement and understandings between the parties are incorporated herein and may be modified or altered only by agreement, in writing, between the parties. This Agreement contains the entire agreement between the parties hereto, and no agent, representative, employee or officer of the Village or District has authority to make, or has made, any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No present or past dealings or customs between the parties shall be permitted to contradict or modify the terms hereof.

(b) Force Majeure. The Village and/or District shall be excused for the period of delay in the performance of any of their respective obligations hereunder and shall not be considered in Default of this Agreement when prevented from so performing by cause(s) beyond the Village's or District's control, including, but not limited to, civil commotion, war, fire or other casualty, governmental regulations, statutes, restrictions or decrees, or through acts of God.

(c) Interpretation. The laws of the state of Ohio shall govern the validity, performance and enforcement of this Agreement. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not be deemed to affect or impair any other provisions hereunder.

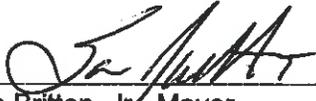
(d) Section and Title Headings. The section and title headings contained herein are for convenience purposes only and do not define, limit, construe or amplify the contents of any such sections.

(e) Waiver. The Village and District shall each have the right at all times to enforce the covenants, conditions and legal rights and remedies of this Agreement in strict accordance with the terms hereof, notwithstanding any conduct or custom(s) on the part of the Village or District in refraining from so doing at any time(s). No failure by either party hereto to insist upon the strict performance of any term or condition of this Agreement, no failure by either party hereto to exercise any right or remedy available, legal or equitable, for a breach thereof shall constitute a waiver by such party of any such breach, term, condition or right.

No term or condition of this Agreement required to be performed by the Village or District, and no breach thereof, shall be waived, altered or modified except by written instrument executed by the waiving party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written hereinabove.

VILLAGE OF MADISON

By: 

Sam Britton, Jr., Mayor

upon the authority of the Council of the Village of Madison,
Resolution No. 15-2014

MADISON JOINT FIRE DISTRICT

By: 

Gene Lutz, Fire Chief

upon the authority of the Trustees of the Madison Joint Fire
District, Resolution No. 14-022

**EXHIBIT 1
Legal Description**

**PPN 02-A-008-E-00-005-0
33 North Lake Street, Madison, Ohio**

Situated in Lake County and State of Ohio, to-wit:

Parcel No. 1.

Situated in the Village of Madison, County of Lake and State of Ohio, and known as being part of Lots 1 and 2 Harvey's Survey, bounded and described as follows:-

Beginning at the intersection of the northwesterly line of an Alley Way, 20 feet in width, with the westerly line of Lake Street, thence along said westerly line of Lake Street 119.41 feet to an iron pipe at the intersection of said westerly line with the southerly line of Madison Street, thence along said southerly line of Madison Street 242 feet to the north easterly corner of .25 acre conveyed to Earl L. Johnson and David S. Ingalls by deed dated November 5, 1929, and recorded in Lake County Records of Deeds Volume 132, page 304, thence southerly at right angles to said southerly line of Madison Street, about 178.53 feet to the northwesterly line of a 20 foot alley as shown on plat of Gage-Wiseman Allotment, recorded in Volume H, page 22, Lake County Records of Plats, thence along the northwesterly line of said 20 foot alley to the place of beginning.

SCHEDULE A
District's Removable Fixtures

ITEM:

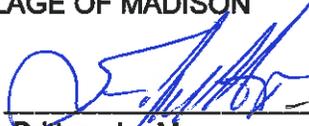
SUMMARY DESCRIPTION:

None

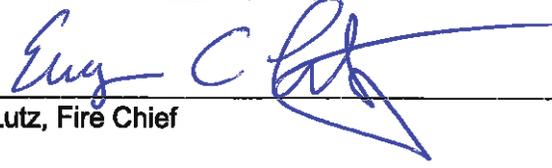
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REVIEWED AND APPROVED BY:

VILLAGE OF MADISON

By:  _____
Sam Britton, Jr., Mayor

MADISON JOINT FIRE DISTRICT

By:  _____
Gene Lutz, Fire Chief

SCHEDULE B
Existing Premises Damage

ITEM:

SUMMARY DESCRIPTION:

None

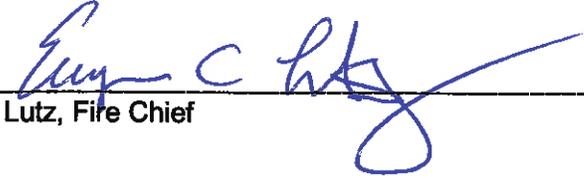
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REVIEWED AND APPROVED BY:

VILLAGE OF MADISON

By:  _____
Sam Britton, Jr., Mayor

MADISON JOINT FIRE DISTRICT

By:  _____
Gene Lutz, Fire Chief

**CERTIFICATE OF AVAILABILITY OF FUNDS
BY THE FISCAL OFFICER
OF MADISON VILLAGE, OHIO**

The undersigned Fiscal Officer of Madison Village, Lake County, Ohio hereby certifies that the monies required to meet the obligations of the Village of Madison, which is One Hundred Eighty-Nine Thousand Dollars (\$189,000.00) under the "Agreement Between the Village of Madison, Ohio and the Madison Joint Fire District for the Buyout of a Leasehold Interest in 33 North Lake Street" entered into as of 9-2, 2014 by and between the Village of Madison, Ohio and the Madison Joint Fire District have been lawfully appropriated by the Council for such purpose and are in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

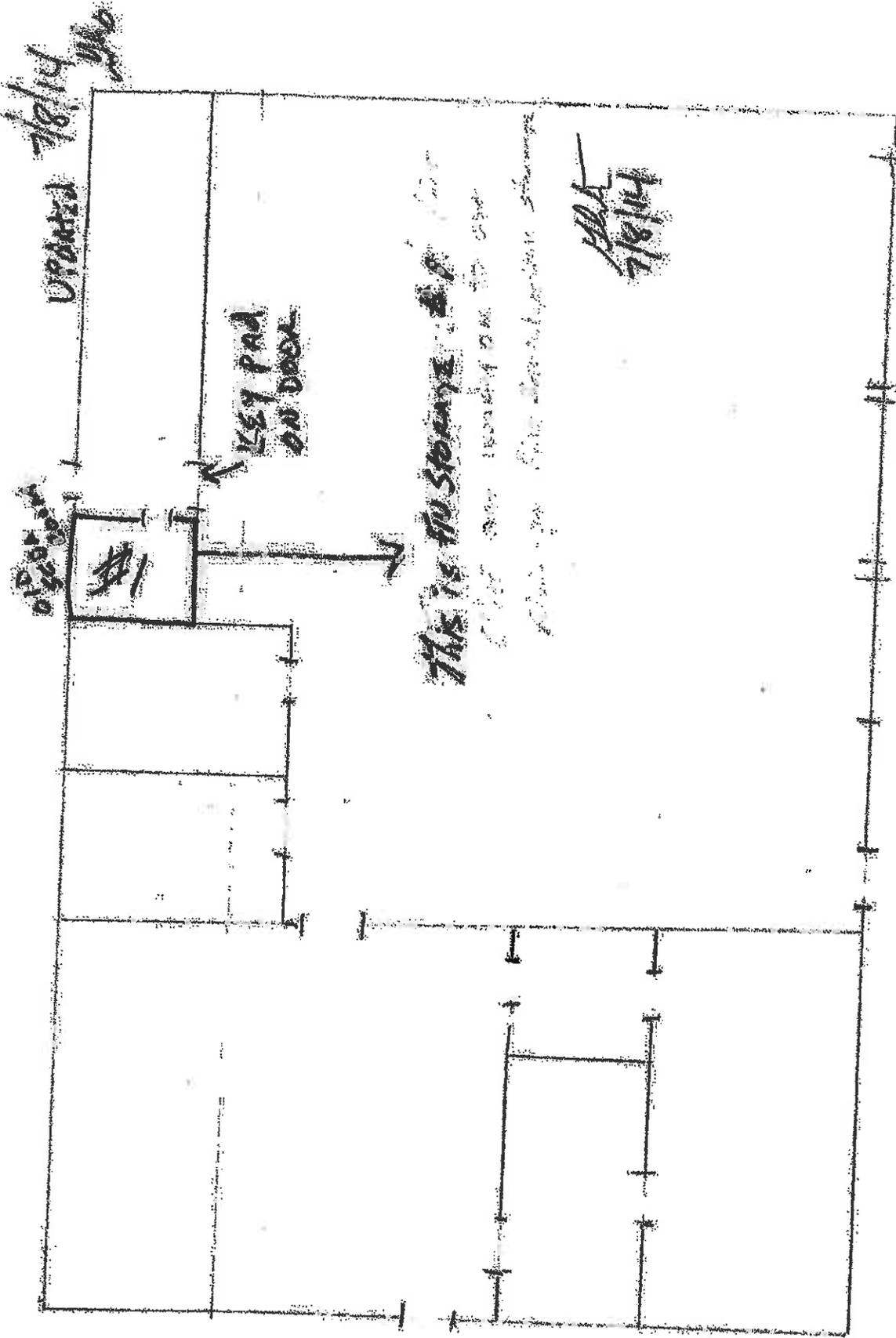
VILLAGE OF MADISON



Kristie Crockett,
Acting Fiscal Officer

Date: 9-2-14

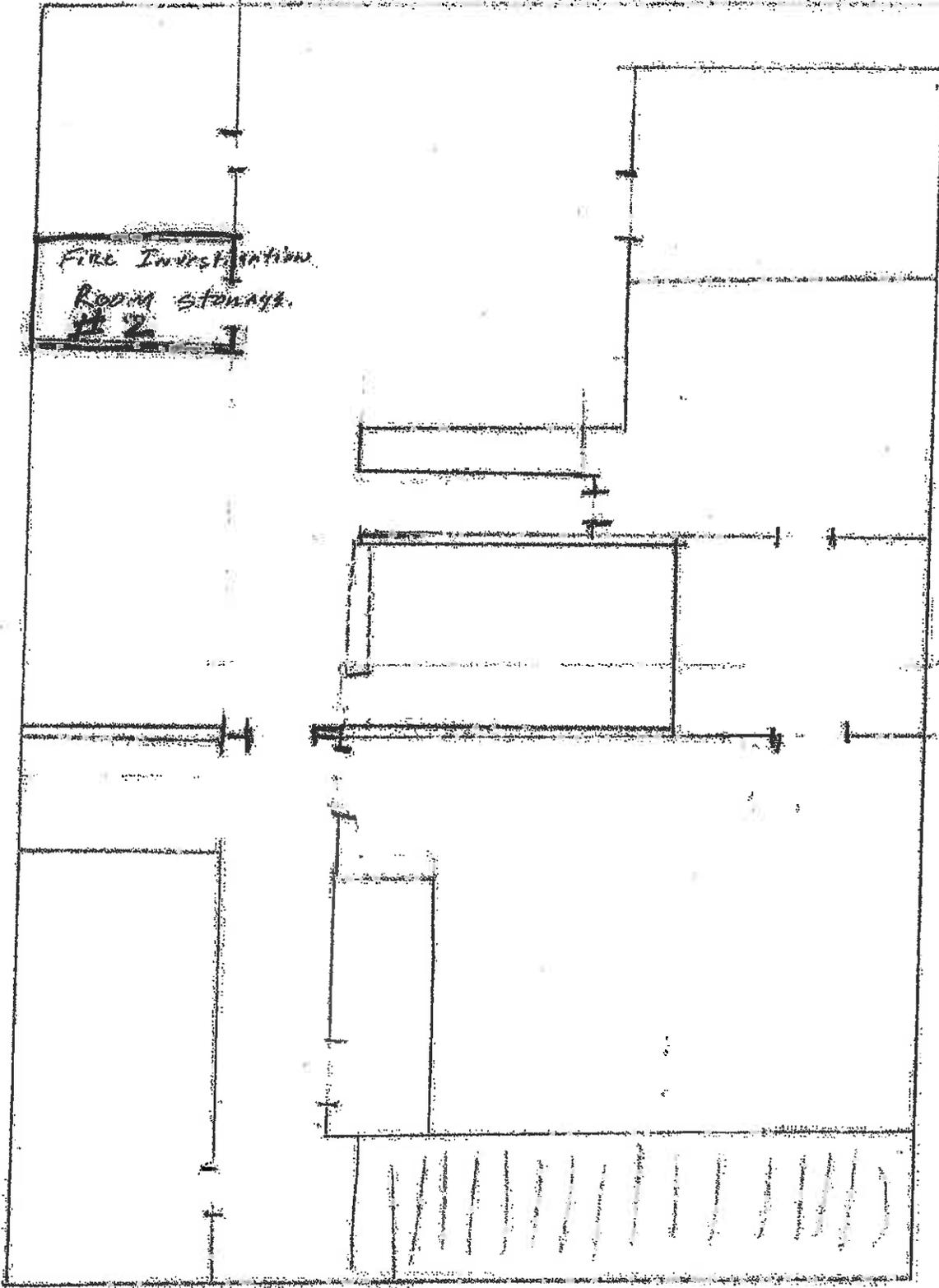
1ST FLOOR



33. N. LAKE ST.

* NOT TO SCALE

2ND FLOOR

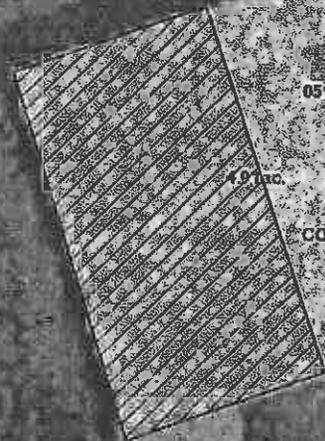


33 N. LAKE ST.

* NOT TO SCALE

1 inch:20 feet

Dedicated Fire Department storage area for two trailers



051270396

0 ac.

LAKE
COUNTY OF

02-A-006-A-01-D-01-0

818 MILES ST

ac.
ROW

CSX TRANSPORTATION
INC TAX DEPT JD 10

02-A-090-0-00-200-A 0 ac.

REAL PROPERTY