

AGREEMENT TO USE CITY PROPERTY

THIS AGREEMENT TO USE CITY PROPERTY (the "Agreement") is entered into by and between the City of Struthers, a municipal corporation existing under the laws of the State of Ohio, (the "City") and Lenigo Properties, LLC, a limited liability company existing under the laws of the State of Ohio, ("Grantee"). The City and Grantee are hereinafter collectively referred to as the "Parties".

WHEREAS, Grantee owns the real property located at 160 Lowellville Road in the City, which property is further identified as Lot No. 1594 and Parcel No. 38-009-0-018.00-0 ("Grantee's Property");

WHEREAS, there exists certain public property adjacent to the northwest line of Grantee's Property, which property is particularly described and identified on Exhibit A hereto (the "City's Property");

WHEREAS, Grantee desires to use the City's Property; and

WHEREAS, the City is agreeable to permitting Grantee to use the City's Property upon the terms and conditions expressed herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and Grantee agree as follows:

1. Grant. The City hereby grants to Grantee the right to use the City's Property.
2. Non-exclusive. Grantee's right to use the City's Property is not exclusive and the City reserves the right to go on or across, and to permit others to go on and across, the City's Property for any purpose whatsoever and to conduct any operations or activities that the City may desire.
3. Conditions of Use. The right granted herein to use the City's Property is expressly and specifically conditioned upon the following obligations of Grantee:
 - a. Grantee is permitted to remove any trees currently existing upon the City's Property and to install slag or similar material for purposes of a parking lot. Grantee expressly acknowledges that the City may from time-to-time need to remove any slag or similar material installed by Grantee. In this event, Grantee expressly consents to the City's removal thereof, at the unfettered and complete discretion of the City, and the cost to replace the slag or similar material shall be paid by Grantee. Grantee hereby waives any and all claims against the City for any and all damage or injury done to Grantee's Property as a result of the removal of the slag or similar material, and Grantee indemnifies and holds the City harmless for any and all such damages or injuries, irrespective of the passive or active negligence of the City. Grantee may not make or construct any other improvements on the City's Property without the written consent of the City.

b. The City reserves the right to access and use the City's Property for any reason.

4. Term. This Agreement shall be for a term of 100 years (the "Initial Term"), commencing on the date on which this Agreement is executed by the Parties. Upon the expiration of the Initial Term, this Agreement shall automatically renew for an additional 100 years, unless either party gives the other party notice of its intention not to renew this Agreement for an additional 100 years, on or before 90 days prior to the expiration of the Initial Term.

5. Notices. Any and all notices to be given hereunder shall be in writing and shall be served either personally or by certified mail, return receipt requested, to the following addresses:

TO: City of Struthers
6 Elm Street
Struthers, Ohio 44471
Attention: Mayor

TO: Lenigo Properties, LLC

8596 Catarina Place

Poland, Ohio 44514

The Parties shall each have the right from time to time to change the place notice is to be given under this Paragraph by written notice thereof to the other party.

6. Governing Law. All matters pertaining to this Agreement shall be governed by the laws of the State of Ohio.

7. Successor and Assigns. This Agreement and all of its terms, conditions and provisions shall inure to the benefit of and be binding upon the Parties and their respective administrators, executors, successors and assigns, subject to the right to assign as set forth hereinafter.

8. Assignment. Grantee may not assign or transfer, whether by operation of law or otherwise, this Agreement, or any rights or obligations hereunder, to a third person without the prior written consent of the City. Any attempted assignment or transfer by Grantee that is not permitted is void ab initio.

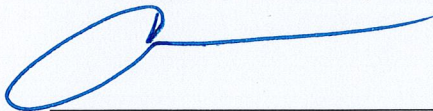
9. Severability. If any term or provision of this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent provided by law.

10. Construction. The Parties acknowledge and agree that each party has reviewed and revised this Agreement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement and any modifications or amendments thereto.

11. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

12. Entire Agreement. This document contains the entire agreement between the Parties with respect to the transaction contemplated herein. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Neither this Agreement nor any provision hereof may be waived, modified, amended discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and the only to the extent set for in such instrument.

CITY OF STRUTHERS, OHIO

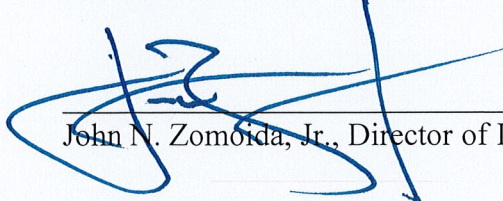


Catherine Cercone Miller, Mayor

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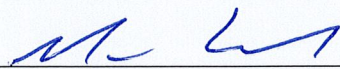
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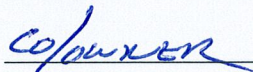
APPROVED AS TO FORM



John N. Zomoida, Jr., Director of Law

LENIGO PROPERTIES, LLC

By: 

Title: 

7-2-21

Date