

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 126

By: Mayor Perciak and Mr. Southworth

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW NON-EXCLUSIVE LEASE AGREEMENT WITH THE STRONGSVILLE FOOTBALL LEAGUE, INC. FOR PREMISES LOCATED ON LUNN ROAD IN THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville previously purchased some twenty-five (25) acres of land located on Lunn Road near 21255 Lunn Road, primarily for purposes of a recreational park and recreational fields, and thereafter expended sufficient sums to develop said land into a regulation game field and an adjacent practice field for football play by youth of the Strongsville community; and

WHEREAS, the Strongsville Football League, Inc. ("SFL"), founded in 2006, is a Strongsville community-based nonprofit, volunteer organization that offers Strongsville residents a football and cheerleading program for boys and girls ages 5 to 13; and further which views its mission to be using the game of football as a vehicle for teaching life lessons to the youth of Strongsville, regardless of skill level; and

WHEREAS, the SFL participates in both intra-league and inter-league play with various local communities; and also collaborates with the Strongsville City Schools as a "feeder program" for junior and senior high school programs; and

WHEREAS, SFL desires to continue to occupy and play its games on the City football fields on a non-exclusive basis, but with priority for its scheduling by the City, in consideration of SFL's commitment to fund, provide and donate various permanent improvements to the City's football fields and shared patron facilities; and

WHEREAS, the City welcomes this effort to provide the children and families of Strongsville a safe and rewarding youth football experience; and

WHEREAS, through passage of Ordinance No. 2009-081, Council previously authorized the Mayor to enter into a non-exclusive Lease Agreement for use of such premises, which is now expiring June 30, 2014; and

WHEREAS, the parties, therefore, now desire to enter into a new Lease Agreement to be authorized in accordance with Strongsville Codified Ordinance 264.02.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, TWO-THIRDS OF THE MEMBERS CONCURRING:

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Section 1. That this Council finds and determines that the premises owned by the City and located on Lunn Road, Strongsville, Ohio, and described in Exhibits A and B attached hereto, are not needed entirely for municipal public use; and authorizes and directs the Mayor to enter into a new non-exclusive lease agreement with the Strongsville Football League, Inc., for another term of five (5) years and upon the other terms and conditions set forth in the Lease agreement, attached hereto and designated Exhibit 1, which is approved in all respects.

Section 2. That any funds required for the implementation of this Ordinance will be paid from the Recreation Capital Improvement Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and in order to provide for the use of City lands by a non-profit organization, for recreational purposes for the benefit of the community, to improve City recreational parks, and to conserve City funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

Michael Daymut
 President of Council

Approved: Thomas J. Surud
 Mayor

Date Passed: June 16, 2014

Date Approved: June 17, 2014

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Daymut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DeMio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dooner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maloney	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schonhut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Southworth	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: Aimee Pien+ka
 Clerk of Council

ORD. No. 2014-126 Amended: _____
 1st Rdg. 06-16-14 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: 06-16-14 Defeated: _____

LEASE

THIS LEASE is made effective the 12 day of June, 2014, by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation organized and existing pursuant to law and located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter "City") and **STRONGSVILLE FOOTBALL LEAGUE, INC.**, an Ohio nonprofit corporation, qualified as a 501(c)(3) nonprofit organization and located at 20407 Colleen Court, Strongsville, Ohio 44149 (hereinafter called "SFL" or "Tenant").

WITNESSETH:

WHEREAS, the City of Strongsville previously purchased some twenty-five (25) acres of land located on Lunn Road near 21255 Lunn Road, primarily for purposes of a recreational park and recreational fields, and thereafter expended sufficient sums to develop part of said land into a regulation game field and an adjacent practice field for football play by youth of the Strongsville community; and

WHEREAS, the Strongsville Football League, Inc., founded in 2006, is a Strongsville community-based nonprofit, volunteer organization that offers Strongsville residents a football and cheerleading program for boys and girls ages 5 to 13; and further which views its mission to be using the game of football as a vehicle for teaching life lessons to the youth of Strongsville, regardless of skill level; and

WHEREAS, the SFL participates in both intra-league and inter-league play with various local communities; and also collaborates with the Strongsville City Schools as a "feeder program" for junior and senior high school programs; and

WHEREAS, SFL desires to continue to occupy and play its games on the City football fields on a non-exclusive basis, but with priority for its scheduling by the City, in consideration of SFL's commitment to fund, provide and donate various permanent improvements to the City's football fields and shared patron facilities; and

WHEREAS, the City welcomes this effort to provide the children and families of Strongsville a safe and rewarding youth football experience; and

WHEREAS, through passage of Ordinance No. 2009-081, Council previously authorized the Mayor to enter into a non-exclusive Lease Agreement for use of such premises, which is now expiring June 30, 2014.

NOW, THEREFORE, the parties, in consideration of the above, and the following agreements, covenants and representations, agree that:

1. DESCRIPTION AND LEASE OF PREMISES

The City hereby leases to Tenant, and Tenant hereby leases from City, certain premises situated on Lunn Road near 21255 Lunn Road, in the City of Strongsville, County of Cuyahoga, and State of Ohio and commonly known as the "City of

Strongsville Football Fields." A legal description of the property containing such premises is attached hereto, labeled Exhibit A and a Lease Area Drawing as Exhibit B, both of which are made a part hereof (hereinafter the "Premises").

2. TERM

2.1 Original Term

The term of this Lease shall be five (5) years, commencing July 1, 2014 and ending at midnight June 30, 2019. Each successive lease term, if any, shall commence on the first day of July and end the last day of June.

2.2 Additional Term

If at the time provided herein for exercise of the option conferred herein, this Lease has not been terminated and Tenant is not in default of any provision of this Lease, and the City has not terminated this Lease as set forth in Section 2.3 below, this Lease shall be renewable for an additional term of five (5) years, but only with the consent of both parties, under the same terms and conditions as are provided in this Lease, except that the rent for such additional term shall be negotiated between the City and Tenant at the time of renewal. Tenant shall give notice to the City as provided herein no later than December 31, 2013, if Tenant is requesting a lease renewal.

2.3 Termination

Tenant hereby acknowledges that the City may, at any time, and without cause, terminate this Lease upon thirty (30) days written notice. The City will make every good faith effort to apprise Tenant of its intentions at the earliest possible date, but reserves the right to terminate this Lease within its sole discretion.

2.4. Holding Over

If Tenant holds over in possession of the Premises after the expiration date of the original term or any additional term of this Lease, and no new lease is executed, the City shall have the option of (i) renewing this Lease for an additional term of one (1) year, or (ii) considering Tenant a month-to-month tenant, in either event under the same conditions, other than term, as are provided in this Lease and then in effect, including rent. The City may exercise its option to renew this Lease as provided above by giving Tenant notice thereof as provided in this Lease within thirty (30) days after commencement of Tenant's holding over in possession. If the City fails to give such notice within the time provided therefore, a month-to-month tenancy shall be deemed to have been created.

3. RENT

3.1 Basic Rent

Tenant agrees to pay to the City as rental for the original term of this Lease the sum of Twenty-Four and No/100 Dollars (\$24.00), payable at the rate of Two and No/100 Dollars (\$2.00) per month in advance on the first day of each calendar month.

3.2 Donation/Contribution of Various Improvements to the City.

As additional rental consideration, the Tenant commits to and shall donate or provide a mutually agreed upon amount, not to exceed \$15,000.00 per year, in money or field improvements at the City's football field facility on a yearly basis. The Tenant's share of yearly monetary donations and improvements shall be adjusted based upon those of other organizations which also utilize the City's football field throughout the year, on a proportionate basis relative to the Tenant's usage of the football field.

3.3 Effect of Increase in the City's Insurance Premiums

(a) If the City's expense for insurance premiums relating to the Premises is increased over that for the period immediately prior to the commencement of the original term of this Lease by reason of Tenant's use of the Premises, then the rental shall be increased over the amounts otherwise provided for in this Lease by the amount of such increase in premiums over the premium paid by the City immediately prior to the entry of Tenant into possession of the Premises.

(b) Upon receipt of each premium notice, the City shall prepare and render to Tenant a statement for the amount of additional rent to be paid to the City hereunder. Such amount shall be payable within fifteen (15) days after such statement shall have been rendered.

3.4 Method of Payment

All Basic Rent payments shall be made payable to the City and shall be sent to the City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44149, Attention: Finance Department, unless the City shall direct otherwise by notice to Tenant.

4. POSSESSION

Tenant may enter into possession of the Premises on the commencement date of the new Original Term.

5. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE

5.1 Condition of Premises at Commencement of Term

Tenant has examined the Premises, knows their condition and accepts the Premises in their present condition. Tenant acknowledges that the City has made no representations to Tenant as to the condition of the Premises prior to or at the execution of this Lease, and has promised no repairs or alterations thereto.

5.2 Repairs and Maintenance

(a) The City shall have sole responsibility, at its expense, but within its sole discretion, to repair and maintain the Premises, including but not limited to all driveways, sidewalks, parking areas or other paved areas servicing the Premises. City shall also, at its sole expense, keep all walks, driveways, sidewalks, parking areas or other paved areas servicing the Premises free of excessive snow, ice, water, rubbish and dirt and other natural or artificial accumulations.

(b) City shall perform such repairs and maintenance thereon as may be reasonably necessary within its sole discretion to maintain such areas in a clean,

safe, serviceable and sound condition, and to comply with the laws, ordinances and regulations of all authorities which have jurisdiction over the Premises.

5.3 Condition of Premises at Termination of Lease

(a) Upon the expiration or other termination of this Lease, Tenant shall remove its goods and effects and those of all persons claiming under it from the Premises, and shall deliver and yield the Premises to the City in as good repair and condition as the Premises were at the commencement of the term of this Lease, reasonable wear and tear excepted.

(b) All improvements installed on the Premises by Tenant shall become the property of the City. Tenant may be required to remove any or all improvements installed on the Premises upon the termination of this Lease, and shall repair to the City's satisfaction or reimburse the City for any damage resulting from such removal. All improvements affixed to the Premises with the intention to make them permanent installations, whether installed or paid for by Tenant or by the City, shall be the sole property of the City, and Tenant shall have no ownership rights nor right to remove same.

6. UTILITIES

The City shall pay all charges for the use of sewers, water, light, fuel or other utilities relating to the Premises, if any.

7. INSURANCE AND INDEMNIFICATION

7.1 Public Liability Insurance

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises, and will maintain so long as Tenant continues to occupy or lease any part of the Premises, complete comprehensive, general liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Three Million Dollars (\$3,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. Said policy or policies, or a copy or copies thereof, or a certificate or certificates thereof, will be deposited with the City together with evidence of payment of the premiums thereon, within thirty (30) days after their issuance.

7.2 Fire, Extended Coverage and Similar Coverages

If insurance coverage of all or any part of the Premises against loss or damage by fire, lightning, such perils as are at this time comprehended within the term "Extended Coverage," vandalism, malicious mischief, boiler and risk form, such perils as are included in the "Superior Form" of policy as issued by the Factory Insurance Association, Improved Risk Mutual, or similar organization, war risk, floods, earthquakes, rent insurance, etc., should be desired by the City, such insurance shall be obtained and maintained at the sole responsibility and expense of Tenant. If such additional insurance coverage is required by the City, Tenant will be notified consistent with Section 15 of this Lease.

7.3 Indemnification

Tenant will defend, indemnify, and hold harmless the City, its agents, employees and individual board and Council members from any and all claims, liabilities, demands, costs, expenses, damage or loss to persons (including loss of life) or property which may arise from the use of the Premises or from the conduct or management of or from any work or thing done in or about the Premises by or on behalf of Tenant or any employee, agent, invitee, or licensee of Tenant, together with all costs, expenses and attorneys' fees incurred by the City in connection with any such claim, demand, or legal proceeding arising therefrom and brought against the City.

8. USE

8.1 General

(a) Tenant's times and schedule of specific use shall be on a non-exclusive basis and specifically designated by the City through its Director of Recreation & Senior Services; provided, however, that priority in scheduling of games and practice sessions shall be afforded to the Tenant in order to accommodate the Tenant's needs over any other potential users or occupiers, including but not limited to any other youth flag and tackle football leagues. The foregoing is subject, however, to City Recreation Department programs which will always take precedence with regard to scheduling; and also to the fact that the City's Recreation Department reserves the right to alter, modify, supplement, amend and revise schedules, rules and regulations within its sole discretion.

(b) Tenant shall occupy and use the Premises for recreational purposes only and for no other purpose, and in a careful, safe and proper manner, and shall not commit or suffer any waste therein. Tenant shall not occupy or use the Premises for any unlawful purpose, in violation of any lawful covenant or condition of record restricting the use of the Premises, or in any way that would increase or cause foreseeable harm or injury to others. In its occupation and use of the Premises, Tenant shall comply with all laws, ordinances, rules, regulations, requirements and orders of all governmental authorities having jurisdiction over the Premises.

(c) If any such authority notifies the City of a violation of any such law, ordinance or regulations, the City shall notify Tenant thereof, and Tenant shall have ten (10) days following such notice to correct such violations. Failure by Tenant so to act within such ten (10) day period shall constitute a default for the purpose of this Lease.

(d) All excise taxes, license fees and charges for permits which may arise from the use or operation of the Premises or the conduct of any business thereon shall be payable by Tenant, and Tenant shall save the City harmless from all liability therefor.

8.2 Alterations and Improvements

(a) Upon obtaining the City's prior written consent, Tenant shall proceed with those Improvements specified and required by Section 3.2 above and further, may, at its expense, make such additional alterations and improvements to the Premises as shall be necessary for its use of the Premises consistent with the Lease, provided that no such alterations or improvements will materially decrease the value or marketability of the Premises. The City may withhold consent to any proposed alterations or improvements if (i) the proposed alterations or additions materially decrease the value or marketability of the Premises, (ii) the proposed alterations or

additions, in the view of the City, interfere with its future plans for the Premises, (iii) Tenant fails to provide the City with reasonably sufficient drawings and specifications of work to be done and materials to be used, (iv) Tenant fails to provide the City with sufficient security to assure that proper insurance and workers' compensation coverage are in effect during the performance of any work and that the work will be completed free of liens against the Premises, and (v) the proposed alterations and additions are not approved by the City Planning Commission. Such alterations and improvements shall be done in a good, workmanlike manner and in accordance with all applicable laws, ordinances, rules and regulations.

(b) The City may make such alterations and additions affecting the Premises as it might desire, provided that the same shall not materially impair Tenant's use of the Premises consistent with this Lease.

8.3 Other Conditions

(a) SFL will continue to finance all of its operating costs of the football and cheerleading programs including, but not limited to any necessary equipment, uniforms or referee fees and costs of marketing and fundraising efforts.

(b) The scoreboard will display "Home of the SFL" as reasonably agreed to by the City and SFL.

(c) The City's Recreation Department will provide use of a room at its facilities on a mutually agreeable day and time for a participant appreciation day after each season.

9. DEFAULT

9.1 Events Constituting Default

For the purpose of this Lease, "default" shall mean any of the following events: (a) abandonment of the Premises by Tenant, or (b) failure by Tenant to pay any installment of rent or other money or improvements obligations within ten (10) days after the City shall have given Tenant written notice that such rent or other obligation is past due, or (c) failure by Tenant to perform or observe any other covenant or agreement under this Lease, which failure shall continue uncured for a period of thirty (30) days after delivery to Tenant of written notice thereof, or (d) Tenant's permitting the Premises to be vacant or unoccupied for more than thirty (30) consecutive days.

9.2 Effect of Default

In the event of default, the City may at its option (a) terminate this lease, or, without terminating this Lease, terminate Tenant's right to possession of the Premises under this Lease, (b) re-enter the Premises with or without process of law, using such force as may be necessary and remove all persons and chattels therefrom and the City shall not be liable for damages or otherwise by reason of such re-entry, (c) cure any default relating to the condition of the Premises and obtain reimbursement of expenses therefor from Tenant, or (d) employ any other remedy provided by law. The foregoing remedies may be exercised individually or cumulatively at the option of the City, and the exercise of any one shall not be deemed a waiver of the City's right to exercise one or more additional remedies. Except as provided in this Lease, Tenant waives the necessity of demand for rent and any other demand or notice that may now or thereafter be required by any statute, regulation or decision for the maintenance by City of any action in forcible entry and detainer. The commencement of such an action

by the City shall for the purpose of this Lease be equivalent to the City's exercise of its right to re-enter the Premises.

9.3 Waiver or Default

No waiver of any condition or covenant of this Lease by the City or Tenant shall be construed as constituting a waiver of any subsequent breach of any such condition or covenant, or as justification or authorization for the breach or any other covenant or condition of this Lease; nor shall the acceptance of rent by the City at a time when Tenant is in default under any covenant or condition of this Lease be construed as a waiver of such default or any of the City's rights, including, but not limited to, the right to terminate this Lease on account of such default or as an estoppel against the City, or be construed as an amendment to this Lease or as a waiver by the City of any other right created herein or by law in favor of the City and against Tenant on account of such default.

10. MECHANICS' LIENS

The Tenant shall not permit any mechanics', laborers', materialmens' or other liens to stand against the Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with the work of any character performed or claimed to have been performed on, or pertaining to the Premises solely for Tenant or under Tenant's control, whether such work was performed or materials furnished prior to or subsequent to the commencement of the term of this Lease. If any such lien shall be filed or shall attach, the Tenant shall promptly either pay the same or procure the discharge thereof by giving security or in such other manner as is required or permitted by law. If Tenant fails to do so within thirty (30) days after receiving written notice from the City, the City may procure the discharge of such lien, by payment or otherwise, and may recover all costs and expenses of so doing from Tenant. Moreover, Tenant shall defend, indemnify and hold harmless the City from and against all claims, demands and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery, material and fuel, and shall directly pay or reimburse the City for all costs and expenses thereof, including, but not limited to, attorneys' fees (to the extent permitted by law), bond premiums and court costs.

11. QUIET ENJOYMENT

Upon Tenant's paying the rent, and performing and observing the agreements and conditions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises during the term of this Lease on a non-exclusive basis and subject to the City's scheduling of its use, but otherwise without interference by the City or anyone claiming by, through or under the City. However, the City shall not be liable for any damage or interference with use occasioned by or from (a) any gas, water or other pipes bursting or leaking, or (b) water, snow or ice on the Premises.

12. RIGHT OF ENTRY

The City, its agents and employees shall have the right, at all reasonable times during the term of this Lease, to enter the Premises to view and inspect the same and to

perform any work therein which may be required or permitted of the City hereunder; provided, however, that the City, its agents and employees shall in exercising such right not unreasonably interfere with Tenant's use of the Premises. The City also shall have the right to use or arrange for use of the Premises by others when it is not in use by Tenant.

13. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION

13.1 Assignment and Sublease

Tenant shall not assign this Lease or any of its benefits or burdens under this Lease, or sublet all or any part of the Premises, or permit all or any part of the Premises to be used or occupied by others unless Tenant first obtains the City's prior written consent. The City may, in its discretion, withhold such consent.

13.2 Change of Organization of Tenant

Tenant shall not terminate its existence, change its form of organization or permit the change of identity of its principal officers or the transfer of all, or substantially all of its assets without first having obtained the City's written consent. The City shall not unreasonably withhold such consent, and shall be deemed to consent to any change in officer status or otherwise resulting from the death or long-term disability of any officer or trustee of Tenant.

14. NOTICES

All notices to the City
shall be sent to:

The City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Mayor
(With a copy to the Law Director)

All notices to the Tenant
shall be sent to:

Strongsville Football League, Inc.
P.O. Box 360514
Strongsville, Ohio 44136
and
16359 Acacia
Strongsville, Ohio 44149

Either party may at any time change the address to which notice shall be sent by advising the other party in writing of such a change. Notice shall be deemed given if sent by certified mail, postage prepaid, return receipt requested, and any such notice shall be deemed given when mailed as provided in this Section.

15. PARTIES BOUND AND BENEFITED

This Lease shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Lease shall be construed to include the corporations named herein as City and Tenant, respectively, and their respective successors and permitted assigns. This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Lease.

16. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, or any relationship between the parties hereto other than that of City and Tenant.

17. ONLY AGREEMENT

This instrument contains the entire and only agreement between the parties, and neither party has made any representations or warranties other than those contained herein. It shall not be modified in any way except by a writing signed by both parties and approved in accordance with law.

18. CAPTIONS

The captions utilized as headings for the various articles and sections of this Lease are used only as a matter of convenience for reference, and are not to be considered a part of this Lease nor to be used in determining the intent of the parties to this Lease.

19. GOVERNING LAW

The validity and construction of this Lease shall be governed by the law of the State of Ohio, where the Premises are located.

20. COUNTERPARTS

This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the City and Tenant have caused this Lease to be executed by their duly authorized officers on the dates written below.

Witnesses:

Mary M. Sikorski
Timothy Pienka

CITY OF STRONGSVILLE

By: Thomas P. Perciak
Thomas P. Perciak
Its: Mayor

Date: 6/17/14

Approved for form:

By: Michael A. Kraus
Law Director

STRONGSVILLE FOOTBALL LEAGUE, INC.

By: [Signature]

Its: President

Date: 6/12/14

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **CITY OF STRONGSVILLE**, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed as Mayor, and the free and voluntary act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 12~~th~~ day of June, 2014.

[Signature]
Notary Public
NANCY M SIKORSKI
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-14-2019

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **STRONGSVILLE FOOTBALL LEAGUE, INC.**, by Donald Aronian its President, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 12 day of June, 2014.

[Signature]
Notary Public **Renee M. Cole**
Notary Public, State of Ohio
Cuyahoga County
Commission Expires April 7, 2007
2017

Exhibit A
Legal Description

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of original Strongsville Township lot No. 84 and also known as being part of Parcel B as shown in the Szentpetery-Aschenber-Schniegenberg Subdivision as recorded in V 355, P 92 of Cuyahoga County Map Records and bounded and described as follows:

Commencing at the Northeast corner of said Parcel B, said point being on the center line of Lunn Road;

Thence $S33^{\circ}-42'-16''E$, 30.84' to a point on the Southerly Right-of-Way line of said Lunn Road,

Thence $S42^{\circ}-52'-20''W$ along said Southerly Right-of-Way line 83.08 feet to the principal place of beginning;

Thence $S47^{\circ}-56'-41''E$, 148.71 feet to a point;

Thence $S00^{\circ}-45'-38''E$, 240.50 feet to a point;

Thence $N89^{\circ}-14'-22''E$, 241.50 feet to a point;

Thence $S00^{\circ}-45'-38''E$, 140.00 feet to a point;

Thence $S89^{\circ}-14'-22''W$, 478.19 feet to a point;

Thence $S42^{\circ}-52'-20''W$, 231.85 feet to a point;

Thence $S47^{\circ}-07'-40''E$, 269.59 feet to a point;

Thence $N42^{\circ}-52'-20''E$, 47.92 feet to a point;

Thence $S47^{\circ}-07'-40''E$, 230.00 feet to a point;

Thence $S42^{\circ}-52'-20''W$, 250.00 feet to a point;

Thence $N47^{\circ}-07'-40''E$, 259.59 feet to a point;

Thence $S42^{\circ}-52'-20''W$, 227.92 feet to a point;

Thence $N47^{\circ}-07'-40''W$, 230.00 feet to a point;

Thence $N42^{\circ}-52'-20''E$, 74.13 feet to a point;

EXHIBIT A

Thence N47°-07'-40"W, 210.00 feet to a point;

Thence N42°-52'-20"E, 351.00 feet to a point;

Thence N47°-07'-40"W, 39.95 feet to a point on said Southerly Right-of-Way line of Lunn Rd;

Thence N42°-52'-20"E along said Southerly Right-of-Way line, 44.00 feet to a point;

Thence S47°-07'-40"E, 39.95 feet to a point;

Thence N42°-52'-20"E, 278.38 feet to a point;

Thence N89°-14'-22"E, 278.33 feet to a point;

Thence N00°-45'-38"W, 161.28 feet to a point;

Thence N47°-56'-41"W, 130.12 feet to a point on said Southerly Right-of-Way of Lunn Rd;

Thence N42°-52'-20"E along said southerly Right-of-Way, 44.00 feet to the principal place of beginning, subject to all legal highways and containing 9.12 acres of land.

