

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2021 – 096

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE ASSIGNMENT OF A REVOCABLE LICENSE PREVIOUSLY GRANTED TO PDS PROPERTIES, LTD. DBA CENTERLINE CARSTAR COLLISION TO MY PROPERTY HOLDINGS, LLC-8000 PEARL ROAD FOR USE OF PUBLIC PROPERTY IN CONNECTION WITH A PARKING LOT AREA, FENCING, LANDSCAPING AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN FURTHERANCE THEREOF; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That this Council hereby approves and authorizes the assignment of a revocable license previously granted to **PDS PROPERTIES, LTD. dba CENTERLINE CARSTAR COLLISION** to **MY PROPERTY HOLDINGS, LLC-8000 PEARL ROAD**, for the use of a portion of public property and right-of-way located near its property at 8000 Pearl Road, for purposes of installation of a parking lot area, fencing, landscaping and appurtenances, upon the terms and conditions set forth in the License Agreement, attached hereto as Exhibit "1" and incorporated herein by reference, which in all respects is approved.

**Section 2.** That the Mayor be and is hereby authorized to enter into and execute the Assignment of License Agreement and to do all things necessary to carry out the provisions thereof.

**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, property, health, safety and welfare of the City, and for the further reason that the transfer of the grant of the aforesaid license is necessary to allow the aforesaid parking lot area, fencing, landscaping and appurtenances on the public premises. 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; otherwise from and after the earliest period allowed by law.

  
\_\_\_\_\_  
President of Council

Approved:   
\_\_\_\_\_  
Mayor

Date Passed: 7-6-21

Date Approved: July 6, 2021

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2021 - 096  
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	<u>Yea</u>	<u>Nay</u>
Carbone	<u>✓</u>	_____
DeMio	<u>✓</u>	_____
Kaminski	<u>✓</u>	_____
Kosek	<u>✓</u>	_____
Roff	<u>✓</u>	_____
Schonhut	<u>✓</u>	_____
Short	<u>✓</u>	_____

Attest: Jeremy Mehel  
Assistant Clerk of Council

ORD. No. 2021-096 Amended: \_\_\_\_\_  
1st Rdg. 07/06/21 Ref: \_\_\_\_\_  
2nd Rdg. suspended Ref: \_\_\_\_\_  
3rd Rdg. suspended Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: 07/06/21 Defeated: \_\_\_\_\_

### ASSIGNMENT OF LICENSE AGREEMENT

This Assignment of License Agreement is made at Strongsville, Ohio, by and between **THE CITY OF STRONGSVILLE**, an Ohio municipal corporation and political subdivision, which with its successors and assigns is herein called "Assignor" and **MY PROPERTY HOLDINGS, LLC-8000 PEARL ROAD**, which with its successors and assigns is herein called "Assignee."

WHEREAS, Assignor is the grantor of the following License Agreement for use of a parking lot and related purposes, a copy of which is attached hereto and incorporated herein by this reference:

License Agreement from City of Strongsville to PDS Properties, Ltd. dba Centerline Carstar Collision ("Carstar"), recorded on January 31, 2018, in the Official Records of Cuyahoga County, Ohio at Document No. 201801310244 and concerning a portion of Permanent Parcel No. 395-05-001, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

WHEREAS, the foregoing License Agreement is herein called the "License Agreement"; and

WHEREAS, Section Nine (A) of the License Agreement provides that the License Agreement shall not be assignable without the advance, written permission of the City of Strongsville; and

WHEREAS, Carstar is selling the real property located at 8000 Pearl Road, Strongsville, Ohio, Permanent Parcel No. 395-05-016, to Assignee and the parties are desirous of transferring the License Agreement to Assignee.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, for itself and its successors and assigns, effective on the date hereof, hereby agrees to the assignment to Assignee, all of Carstar's rights and interest in and to the License Agreement. Assignor covenants with Assignee that it has the right to assign, convey and grant the License Agreement to Assignee in the manner and form herein provided.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF STRONGSVILLE**

**MY PROPERTY HOLDINGS, LLC –  
8000 PEARL ROAD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Thomas P. Perciak

Its: Mayor

Its: \_\_\_\_\_

STATE OF OHIO            )  
  ) ss.  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said county and state, personally appeared **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 act and deed and the free act and deed of said municipal corporation, and his free act and deed as an officer thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

STATE OF OHIO            )  
  ) ss.  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said county and state, personally appeared **MY PROPERTY HOLDINGS, LLC-8000 PEARL ROAD**, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and the free act and deed of said limited liability company, and his free act and deed as an officer thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## LICENSE AGREEMENT

Agreement made this 17<sup>th</sup> day of October, 2017, between the **CITY OF STRONGSVILLE**, County of Cuyahoga, State of Ohio, an Ohio municipal corporation located at 16099 Foltz Parkway, Strongsville, Ohio 44149, herein called "City," and **PDS PROPERTIES, LTD. dba CENTERLINE CARSTAR COLLISION**, an Ohio limited liability company, located at 8000 Pearl Road, Strongsville, Ohio 44136, herein called "Licensee."

### SECTION ONE

#### Grant of License; Description of Premises

City hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the public right-of-way reflected in Exhibit 1, attached hereto and incorporated herein by reference, and as approved by the Planning Commission (the "Premises").

### SECTION TWO

#### Limitation to Described Purpose

The Premises may be occupied and used by Licensee solely for the installation of a parking lot area, fencing, landscaping and appurtenances in, on, over and under the Premises and for incidental purposes related thereto as depicted in Exhibit 1, during the period beginning November 1<sup>st</sup>, 2017 and continuing until this Agreement is terminated as hereinafter provided.

### SECTION THREE

#### Periodic Payments

Licensee shall pay City for this license at the rate of Twelve and No/100 Dollars (\$12.00) per year payable in advance. The first payment shall be made on the date of the beginning of the period specified above. Subsequent payments shall be made in advance on the first day of November of each year thereafter during the continuance of this Agreement.

### SECTION FOUR

#### Improvements

The parking lot area, fencing, landscaping and appurtenances in, on, under and over the Premises shall be constructed, maintained and repaired in accordance with plans and specifications approved by the City; and such parking lot area, fencing, landscaping and appurtenances shall be maintained so that there will be no danger of the same obstructing the view of pedestrian and/or vehicular traffic or otherwise posing a hazard or risk to the safety of the public. All expenses of construction, maintenance, and repairs shall be borne solely by the Licensee.

**SECTION FIVE**  
**Maintenance by Licensee**

The parking lot area, fencing, landscaping and appurtenances shall be maintained in good repair by the Licensee at its sole cost and expense. In furtherance thereof, Licensee agrees to provide the necessary labor and materials to continuously maintain the parking lot area, fencing, Premises, landscape care, and any and all other related appurtenances in a good, safe and sanitary condition and repair throughout the term of this License. In the maintenance of the Premises and the landscaping therein, no changes shall be made in the approved structures or plantings without the written authorization of the Building Commissioner and such other appropriate body as the circumstances require. If the Building Commissioner finds that the parking lot area, fencing, landscaping and appurtenances obstruct the view of vehicle or pedestrian traffic or otherwise pose a hazard or risk to the safety of the public; or are required by the City to be removed in connection with the construction, reconstruction, maintenance and/or repair of the municipal sewer system, public utility, or the roadway; or if the Premises shall not be maintained by the Licensee as herein required, the City, upon the order of the Building Commissioner with or without notice, may cure the defect, obstruction or safety hazard and/or perform the required maintenance or removal. Should any of the foregoing events occur, Licensee agrees to pay the City, in addition to any other sums required by this Agreement, all reasonable costs and expenses incurred by the City in undertaking such work. Such costs may be assessed by the City, if it elects to do so, to the tax duplicate.

**SECTION SIX**  
**Insurance**

Licensee, at its sole expense, shall keep in force during the term of this License comprehensive, public liability and property damage insurance issued by responsible insurance companies naming the City and the Licensee as insureds and in a form acceptable to the City for the protection of the City and Licensee against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the City by reason of damage to the property of, injury to or death of any person or persons on account of any accident or event which may occur on the Premises in an amount not less than \$1,000,000.00 with respect to any one person, and \$2,000,000.00 with respect to any one accident or disaster, and \$500,000.00 with respect to property damage.

**SECTION SEVEN**  
**Indemnification**

Licensee agrees, at its expense, to defend, indemnify and hold harmless the City, its officers, agents and employees from and against all liability or loss for injuries to or deaths of persons or damages to property caused by any act or omission to act, or use or occupancy of the Premises by Licensee, its invitees and guests or any other person authorized by Licensee to use the Premises or any portion thereof. Each party

hereto shall give to the other prompt and timely notice of any claim made or suit instituted coming to the knowledge of their respective officers or employees, and both shall have the right to participate in the defense of same to the extent of its own interest. In the event the City shall decide to so defend, such defense shall not be deemed a waiver by the City of any of its rights against Licensee under the foregoing indemnification provisions.

## **SECTION EIGHT Termination**

Either party may terminate this Agreement at any time, without regard to payment periods, by giving written notice to the other, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date therein specified. Should the parking lot area, fencing, landscaping and/or appurtenances, or any essential part thereof, be totally destroyed by fire or other casualty, this Agreement shall immediately terminate; and in the case of partial destruction, this Agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given within fifteen (15) days following such partial destruction and not less than five (5) days prior to the termination date therein specified. If Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, City may terminate this Agreement by giving written notice to the Licensee, specifying the date of termination, such notice to be given not less than ten (10) days prior to the date therein specified. Upon termination by either party, the parking lot area, fencing, landscaping and appurtenances shall be immediately removed from the City right of way at the sole cost of the Licensee; and if not so removed by the Licensee, the parking lot area, fencing, landscaping and appurtenances may be removed by the City, and the cost incurred by the City for the removal shall be charged back to the Licensee. Such cost may be assessed by the City, if it elects to do so, to the tax duplicate.

## **SECTION NINE General Provisions**

**A. Successors and Assigns/No Assignment.** The license privileges hereunder are personal to Licensee and shall not be assignable by Licensee in whole or in part without the advance, written permission of the City which the City is not required to provide. The rights and obligations hereunder shall be binding upon and inure to the benefit of the Licensee and the City and their respective successors and permitted assigns.

**B. Privilege not exclusive.** The permission given herewith is not exclusive; and the City may at any time permit the installation of improvements of a similar or dissimilar nature to those of Licensee.

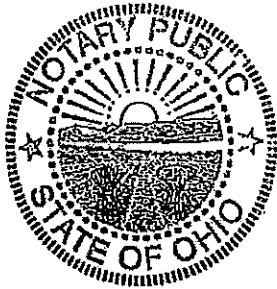
**C. Public Access.** This license is not a grant of an exclusive use of the Premises to the Licensee for any purpose, and the Licensee shall at all times keep and



STATE OF OHIO                    )  
  ) ss  
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **PDS PROPERTIES, LTD. dba CENTERLINE CARSTAR COLLISION**, an Ohio limited liability company, by Paul Struhaar, its President, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 5<sup>th</sup> day of September, 2017.



Carol M. Oprea  
Notary Public

CAROL M. OPREA  
Notary Public, State of Ohio  
Recorded in Cuyahoga County  
My Comm. Expires July 15, 2021



Reg. No.: 610709

**CARSTAR**  
 8000 PEARL ROAD  
 STRONGSVILLE, OH  
 44130-1000  
 PHONE: 441-4044

LOGIN DATE  
 08-30-2013  
 11:05:30 AM  
 10-24-2014

**CARSTAR**  
 2018 BUILDING ADDITION  
 8000 PEARL ROAD, STRONGSVILLE, OH

**SITE PLAN**

**C102**  
 Project No. 2013-150

**STREETS**  
 ALL STREETS SHOWN ARE UNIMPROVED UNLESS NOTED OTHERWISE.

**UTILITIES**  
 ALL UTILITIES SHOWN ARE UNIMPROVED UNLESS NOTED OTHERWISE.

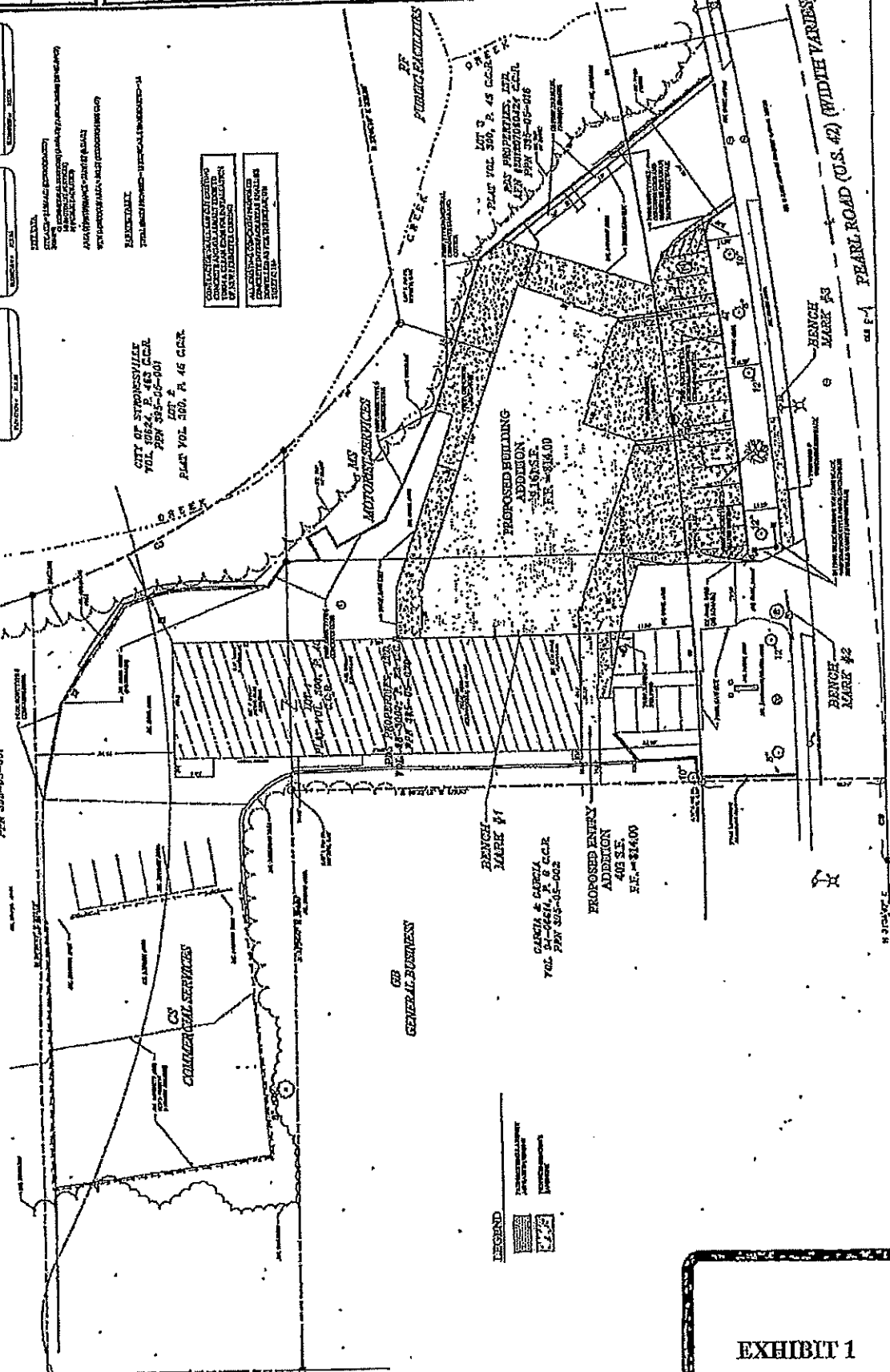
**ADDITIONS**  
 ALL ADDITIONS SHOWN ARE UNIMPROVED UNLESS NOTED OTHERWISE.

**NOTES**  
 1. ALL UTILITIES SHOWN ARE UNIMPROVED UNLESS NOTED OTHERWISE.  
 2. ALL ADDITIONS SHOWN ARE UNIMPROVED UNLESS NOTED OTHERWISE.  
 3. ALL STREETS SHOWN ARE UNIMPROVED UNLESS NOTED OTHERWISE.

**CITY OF STRONGSVILLE**  
 VOL. 18624, P. 463 C.C.R.  
 PLAN 385-15-001

**LEGEND**  
 PROPOSED ADDITION  
 EXISTING BUILDING  
 EXISTING DRIVEWAY  
 EXISTING SIDEWALK  
 EXISTING CURB

**CITY OF STRONGSVILLE**  
 APR. 2013/2014 C.C.R.  
 PLAN 385-15-001



**LEGEND**  
 PROPOSED ADDITION  
 EXISTING BUILDING  
 EXISTING DRIVEWAY  
 EXISTING SIDEWALK  
 EXISTING CURB

**EXHIBIT 1**

NO.	DESCRIPTION	DATE	BY	CHKD.
1	PREPARED	08/30/13	J. J. [unclear]	[unclear]
2	REVISION	09/02/13	J. J. [unclear]	[unclear]
3	REVISION	09/02/13	J. J. [unclear]	[unclear]
4	REVISION	09/02/13	J. J. [unclear]	[unclear]
5	REVISION	09/02/13	J. J. [unclear]	[unclear]
6	REVISION	09/02/13	J. J. [unclear]	[unclear]
7	REVISION	09/02/13	J. J. [unclear]	[unclear]
8	REVISION	09/02/13	J. J. [unclear]	[unclear]
9	REVISION	09/02/13	J. J. [unclear]	[unclear]
10	REVISION	09/02/13	J. J. [unclear]	[unclear]

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Scale: 1" = 20'