

THE PENNSYLVANIA



RAILROAD COMPANY

LAKE REGION

August 31, 1960

REPLY TO

805 Illuminating Building
55 Public Square
Cleveland 13, Ohio

Massillon, Ohio - Proposed sublease to Campbell Oil Company

Mrs. Helen G. Bader
Safety Service Clerk
City Hall Building
Massillon, Ohio

Dear Mrs. Bader:

Thank you for your August 26, 1960, letter informing me that it will be satisfactory for us to sublease a portion of the Ohio Canal leases which we have from the City covering property between Erie St. and First St.

I have prepared the attached lease for execution by Campbell Oil Company. Please let me know if you find it in satisfactory form. I will then arrange for execution by our company and Campbell Oil Co.

Will you also require that the City of Massillon endorse the lease by the signature of one of its officials?

Yours truly,


R. D. Jordan
Manager - Real Estate

FAA/gf

This Agreement, made the _____ day of _____, A. D., 19____,
Between **THE PENNSYLVANIA RAILROAD COMPANY, Lessee of the works and property of Pittsburgh, Fort Wayne and Chicago Railway Company,** hereinafter referred to as Lessor, of the one part,
and **CAMPBELL OIL COMPANY, a corporation of (Address: Massillon, Ohio)** hereinafter

referred to as Lessee, of the other part: ~~Minneapolis~~ **That Lessor hereby demises to Lessee ALL THAT CERTAIN piece or parcel of land situate in Massillon, Stark County, Ohio, located west of Erie Street and south of Lessor's main tracks, CONTAINING an area of Ten Thousand, Eight Hundred Forty-six (10,846) square feet, more or less, as illustrated in hatched red on blueprint of Lessor's Plan No. 1K-117-93-CA dated June 14, 1960, attached hereto and made a part hereof.**

The above described land is a part of land leased by Lessor from the City of Massillon, successor to the State of Ohio, by two leases each dated August 25, 1930, and it is understood and agreed that this lease is made subject to all of the terms and conditions contained in the August 25, 1930, leases to The Pennsylvania Railroad Company, Lessee of the works and property of Pittsburgh, Fort Wayne and Chicago Railway Company.

TOGETHER with the privilege of **constructing and** maintaining thereon, at Lessee's sole cost and expense, but in all respects satisfactory to Lessor, the following improvements, upon the condition that Lessee shall not construct any other improvements, or make any additions or alterations to the improvements constructed on the demised land without the prior written consent of Lessor:

IMPROVEMENTS TO BE CONSTRUCTED AND OWNED THEREON BY LESSEE:

**Fence
Asphalt paving**

On ~~Hold~~ the same unto Lessee as tenant at will of Lessor at and for the rent or sum at the rate of **Two Hundred Twenty and No/100 (\$220.00)** dollars per **year** to commence on the

_____ day of _____ 19**60**, and to be paid **annually in advance during** such tenancy at the office of Lessor's Agent, Room 1415-R, 15 N. 32nd St., Philadelphia 4, Pa., or at such other place as Lessor may from time to time designate.

during said tenancy at the office of the Lessor's Real Estate Department, Room 101, 15 N. 32nd Street, Philadelphia 4, Penna., or at such other place as Lessor may from time to time designate. **TOGETHER with a further sum, when demanded, equal to the amount of all taxes levied, assessed or payable against the improvements owned by Lessee constructed on the demised premises.**

The Lessee hereby agrees to become and continue to be the tenant at will of Lessor under the conditions hereof; to pay the rent as above provided; and, unless and except as otherwise hereinafter expressly provided, at Lessee's expense to put and keep said premises in good order, repair and condition at all times and to comply with all present and future applicable laws or requirements of public authorities in respect to the premises or use thereof; that during the period limited in any notice of termination of this lease given as hereinafter provided, Lessee, at Lessee's sole cost and expense, will remove from said premises any structures and materials thereon, not owned by Lessor, and all waste, rubbish and debris, fill in all holes and depressions, level off the surface of the land and leave the same in a condition satisfactory to Lessor and such removal and restoration shall be complete upon the expiration of such notice; should Lessee fail, neglect or refuse so to remove said structures and materials, waste, rubbish and debris, and make the aforesaid restoration, then and in such event Lessor shall have the following rights, which are hereby expressly given it, viz to remove said structures and materials, waste, rubbish and debris and make the aforesaid restoration at the expense of Lessee, which expense Lessee hereby expressly agrees to pay promptly upon demand; or to sell said structures and materials, and retain the proceeds of such sale, and to deliver said structures and materials to the purchaser or purchasers thereof, free and clear of any right, title and interest therein of Lessee, or of any person or corporation claiming through or under Lessee, and without any liability whatsoever to Lessee or to any other person or persons, corporation or corporations, and to remove all waste, rubbish and debris, fill in all holes and depressions and level off the surface of the land at the expense of Lessee, which expense Lessee hereby expressly agrees to pay promptly upon demand; or Lessor may, if it so elects in lieu of such sale or removal of said structures or materials, retain and use same for its own purposes free and clear of any right, title and interest therein of Lessee, or any person or corporation claiming through or under Lessee. Lessee hereby further agrees to quit and deliver possession of said premises to Lessor, in good order, repair and condition, reasonable wear and tear and damage by accidental fire and other casualty only excepted, upon the expiration of the time mentioned in any notice to quit given as hereinafter provided; and that upon the expiration of such notice the said tenancy shall cease, and Lessor shall have the right forthwith to reenter upon the said premises without any further or other notice, proceeding or process whatsoever. Lessee shall have no right to incur or create any charge or lien against the premises of the Lessor.

That the Lessee (under penalty of forfeiture of this lease) hereby agrees not to use or occupy the said premises for any other purpose whatsoever than **parking of Lessee's vehicles in connection with its business operation conducted on premises adjoining on the south;**

and not to assign or transfer this lease nor underlet the said premises without the written consent of Lessor first obtained; or occupy or permit the same to be occupied or used for any business deemed extra hazardous on account of fire or otherwise, whereby or in consequence whereof the conditions or stipulations of the policy or policies of fire or other insurance on said premises may become voided or suspended.

That Lessee hereby agrees to permit Lessor or its authorized agents to enter the said premises at any time or times during the continuance of this lease, for the purpose of inspecting the same, and making such repairs or alterations thereto as Lessor may deem necessary; to permit Lessor to post in a conspicuous place on said premises the usual notices of "To Let" or "For Sale," and remain there without hindrance or molestation; to permit Lessor to show the premises to persons wishing to rent or purchase the same, and will not, in either event, make demand on Lessor for refund or reduction of rent.

That Lessee agrees to keep the buildings and improvements not owned by Lessor, constructed on the demised land, in good repair and painted in a presentable condition satisfactory to Lessor; and that no signs or advertisements of any description shall be painted or posted thereon or affixed thereto, except those pertaining to the business of Lessee. Lessee further agrees not to paint, post or place or permit to be painted, posted or placed any signs or advertisements on the interior or exterior of any building or improvement belonging to Lessor without the prior written consent of Lessor, and if such consent is given, such signs or advertisements shall be of a design and material and attached to the premises in a manner satisfactory in all respects to Lessor.

That Lessee shall and will keep the sidewalk, if any, fronting the demised premises, free and clear of snow, ice, and any obstructions to the free and safe use of said sidewalk at all times and shall and will keep the sidewalks and the curbs in good order, repair and condition, and promptly repair any damage or injury thereto caused in any manner whatsoever.

That the Lessee shall and will not use or keep gasoline in any form upon the demised premises, except such as may be in the tanks of automotive equipment.

That Lessee, as part consideration hereof, assumes the risk of the premises, and does hereby release and covenant and agree to save and keep harmless and indemnify Lessor from and against any and all loss, damage or expense whatsoever by reason of breach of any covenant or condition hereof by Lessee or by reason of injury (including death) to person or property arising in any manner or under any circumstances whatsoever from the condition, use or occupancy of said demised premises, including any appurtenant sidewalks or driveways, except where caused by or resulting from the negligence of Lessor, its agents, servants and employees, in the operation or maintenance of the demised premises or the real property containing the demised premises, whether said injury to person or property is suffered by Lessee or other persons whomsoever which seek to hold Lessor liable.

If requested by Lessor at the inception of this Agreement, or at any time and from time to time thereafter, Lessee will at all times thereafter during the continuance of this Agreement, at Lessee's expense, procure and maintain Public Liability and Property Damage Insurance with Contractual Liability Endorsement protecting both Lessor and Lessee in a form and in an amount satisfactory to Lessor.

That the Lessee shall and will comply with all requirements with respect to said premises of all Federal, State and Municipal laws, ordinances, orders, rules and regulations.

In the event Lessee shall fail to pay the rent at the time and place herein indicated and shall become delinquent therein, or shall in any other manner breach any covenant of Lessee under terms of this lease, Lessor shall have the right upon notice provided by statute to proceed by suit or otherwise at the option of Lessor to forcibly eject Lessee from said premises and to enter into and repossess itself thereof.

thirty (30)

That either party hereto shall have the right to terminate this lease and the said tenancy at any time hereafter by giving to the other ^{days'} notice in writing, by legal service, of the intention so to do, and upon the expiration of such notice the said tenancy shall cease and Lessee shall quit and deliver possession of said premises to Lessor; in the event of Lessor exercising its right to terminate this lease as aforesaid, without breach of covenant on the part of Lessee, the proportionate part of the rent paid in advance shall be refunded to Lessee and accepted by Lessee as full payment for that portion of the period unexpired for which rent was paid at the time Lessor enters upon and resumes possession of the herein demised premises. Provided, however, that in the event of termination by either party, Lessor shall not refund an amount of \$10.00 or less.

That any notice given under the terms of this lease shall be deemed sufficient to meet the requirements thereof as legal service, if served by Registered or Certified United States mail, such notice to be computed from date of mailing.

~~That Lessee agrees that if default be made in the payment of the rent when due or in the performance of any of the covenants herein contained, it shall be lawful for Lessor to re-enter said premises and remove all persons therefrom.~~

That any failure on the part of Lessor to compel a fulfillment of any one or more of the covenants, terms and conditions herein contained shall not be held to be a waiver of its right to enforce the same at any time during the continuance of this lease.

The word Lessee as used herein shall be construed to include the plural as well as the singular; and the necessary grammatical changes required to make the provisions hereof apply to either corporations or individuals, masculine or feminine, shall in all cases be assumed as though fully expressed.

All rights and liabilities herein given to or imposed upon either of the parties hereto shall extend to the heirs, executors, administrators, successors and assigns of such party.

In Witness Whereof, Lessor has hereunto affixed its corporate seal, duly attested, and Lessee ha hereunto

the day and year first above written.

Sealed and delivered in presence of

All additions and deletions hereto were made prior to execu-
tion hereof by either party.

THE PENNSYLVANIA RAILROAD COMPANY, Lessee

By: Manager - Real Estate

CAMPBELL OIL COMPANY L.S.

By: L.S.

Secretary

Title:

LEASE

(TENANCY AT WILL)

THE PENNSYLVANIA RAILROAD COMPANY,

Lessee

to

CAMPBELL OIL COMPANY

PROPERTY Massillon, Stark Co., Ohio
10,846 sq.ft. of land west of Erie
St. and south of main tracks for
parking of Lessee's vehicles, BEING
part of land leased by PRR from City
of Massillon under two leased dated
Aug. 25, 1930 (R/P-758 and R/P-759)

Rent - \$220.00 yr., payable
annually in advance plus
taxes on improvements

Terminable on 30 days' notice.

New account (sub-lease)

Lease commences

Former Tenant

Lease forwarded

(Two Witnesses as to each Party except Corporations.)