

## **Temporary Storage Yard Agreement**

This Agreement ("Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2020, between **AMERICAN TRANSMISSION SYSTEMS, INCORPORATED**, an Ohio corporation, with mailing address of 76 S. Main Street, Akron, Ohio 44308 ("Lessee"), and **CITY OF MASSILLON, OHIO**, with a mailing address of 1 James Duncan Plaza SE, Massillon, OH 44646 ("Lessor").

### **RECITALS**

**WHEREAS**, the Lessor owns certain real property in Perry Township, Stark County, State of Ohio, having a Permanent Parcel Number/Uniform Parcel Identifier of 10010756 ("Property"), and

**WHEREAS**, the Lessee desires to lease from Lessor an approximate 0.33 acre portion of the Property as shown on **Exhibit "A"**, attached hereto and made a part hereof, for the storage of construction materials, supplies, machinery and equipment as may be required for the handling, housing and protection of the same ("Storage Yard"):

### **AGREEMENTS**

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, the Lessor and Lessee agree:

1. **Term**. This Agreement shall commence on March 1, 2020, and shall terminate on August 31, 2020, ("Initial Term"). Prior to the end of the Initial Term, Lessee shall have the option to notify the Lessor, in writing, of Lessee's intent to extend the term of the Agreement and continue on a month-to-month basis ("Extended Term"). Lessor shall have the option to terminate the Agreement at any time during the Extended Term upon providing 30-day advance written notice to Lessee.
2. **Consideration**. Consideration for the Initial Term shall be paid in advance in the amount of Two Thousand One Hundred Dollars (\$2,100.00). Consideration for the Extended Term shall be paid at a rate of Three Hundred and Fifty Dollars (\$350.00) per month for each month the Agreement is continued in effect.

3. **Obligations.**

- a. As of the date hereof, Lessee shall have (i) the right to enter upon the Property via the road identified in **Exhibit "A"** ("Access Road") in order to access the Storage Yard, and (ii) the exclusive right to use the Storage Yard for the purposes set forth above.
  - b. Lessee may bring equipment and appurtenances onto the Storage Yard via the Access Road as may be required for the purposes set forth above, provided that all such equipment and appurtenances shall be maintained and operated in compliance with all applicable laws and regulations.
  - c. Lessee agrees to pay for all labor and materials used for the Storage Yard and shall save Lessor harmless from any lien, or claim of lien, in respect thereto.
  - d. Lessee shall at all times relevant hereto, comply with all applicable laws, rules and regulations. Lessee, at its own expense, shall obtain all necessary permits, licenses and approvals in connection with its use of the Storage Yard.
  - e. Lessee shall take all reasonable steps to preserve and to avoid damage to the Access Road and Storage Yard. Lessee shall repair or replace Lessor's buildings, driveways, structures, or other real or personal property damaged by Lessee.
  - f. Following the Termination of this Agreement, Lessee shall repair any ruts and reseed and repair any areas disturbed during its use of the Access Road and Storage Yard.
  - g. Following the Termination of this Agreement, Lessee shall remove all of Lessee's equipment and appurtenances from the Storage Yard at its sole expense and leave the Storage Yard and Access Road in as good order and condition as existed prior to the commencement of the Initial Term of the Agreement.
4. **Release of Liability.** Lessee shall enter the Access Road and Storage Yard at its own risk, and hereby releases Lessor from any and all claims for damages and liability arising out of Lessee's use of or entry onto the Access Road and Storage Yard pursuant to this Agreement, except for willful or negligent acts of Lessor.
5. **Governing Law.** This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Ohio.

**IN WITNESS WHEREOF**, this Agreement is executed as of the date first above written.

WITNESSED:

LESSOR:

**CITY OF MASSILLON, OHIO**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

EXHIBIT "A"

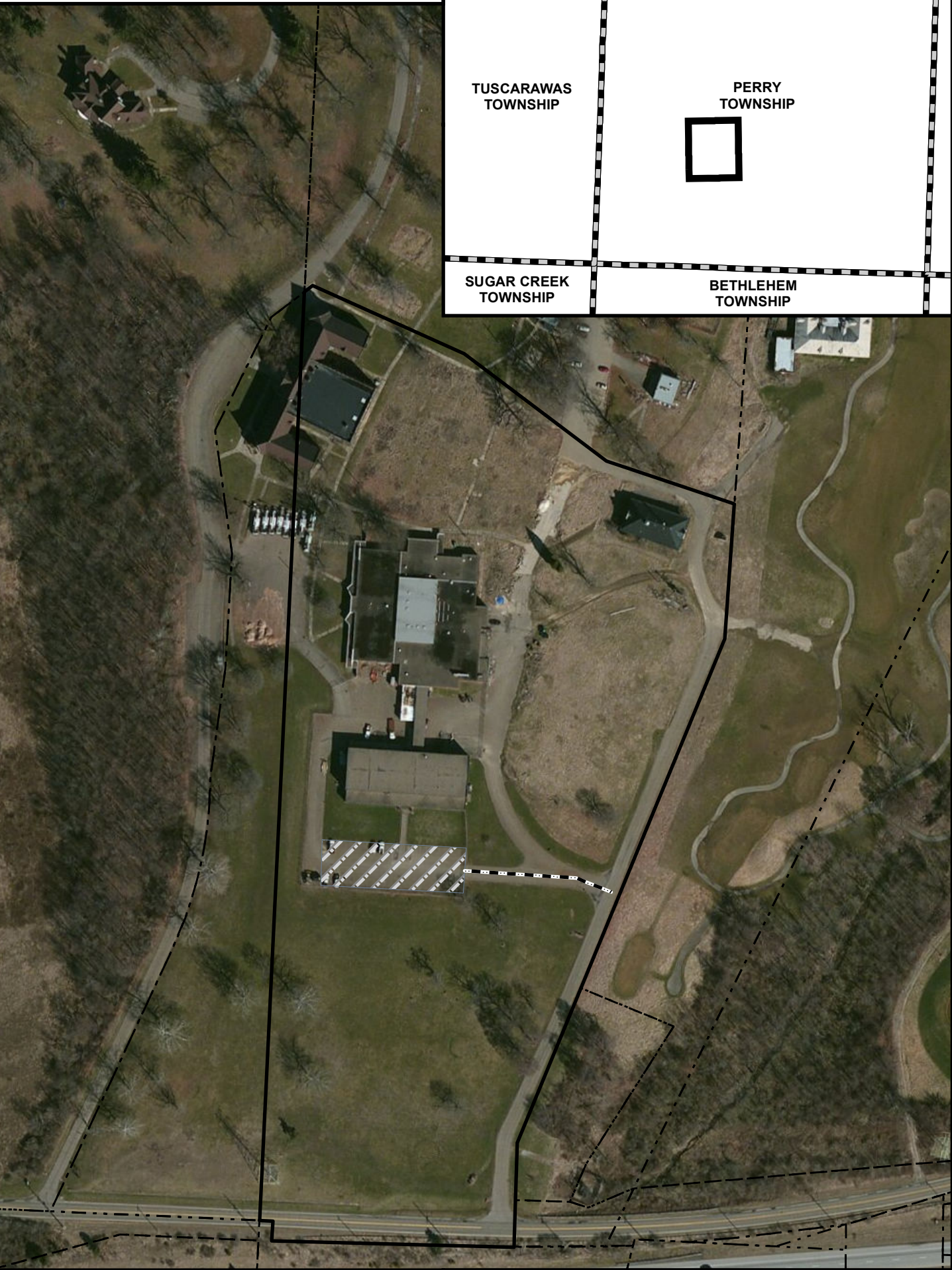
Vicinity Map

TUSCARAWAS  
TOWNSHIP

PERRY  
TOWNSHIP


SUGAR CREEK  
TOWNSHIP

BETHLEHEM  
TOWNSHIP




Legend

 Temporary Storage Yard (0.33± Acres)

 Access Road (223.22± Linear Feet)

 Property

 County Parcels



0 75 150 300 Feet

NOTES

-This drawing is for reference purposes only and has been created using existing public records and field collection data.  
-THIS IS NOT A SURVEY

Date: 1/22/2020

ACROSS THE LAND OF:  
**CITY OF MASSILLON**  
Tax ID: 10010756

Situated in the State of Ohio, County of Stark,  
and Township of Perry

**ATSI**®

American Transmission Systems, Inc.  
a subsidiary of FirstEnergy Corp.

 **AFS**