AGREEMENT AND RIGHT OF ENTRY
FOR FIRE TRAINING PURPOSES

THIS AGREEMENT is made this \text{28}^{\text{th}}\text{(day)} of \text{August}\text{(month)}, 2012 by and between the City of North Royalton, Ohio, a municipal corporation organized under the Constitution and Laws of the State of Ohio, (hereinafter referred to as the "City") and \text{Cuyahoga Community College District}, through its Fire Training Academy, (hereinafter "CCC").

WITNESSETH:

WHEREAS, the City is the owner of the following property located at 14506 State Road, 14466 State Road, and 14436 State Road, North Royalton, OH, 44133 (hereinafter the "premises"); and

WHEREAS, structure(s) and appurtenances have been built upon the premises; and

WHEREAS, City is desirous of destroying and/or demolishing the existing structures in order to redevelop the premises; and

WHEREAS, the City has agreed to permit CCC to burn and destroy such structures during the course of training exercises for City Fire Department personnel and CCC students;

NOW, THEREFORE, CCC and the City, for the mutual considerations hereinafter set forth, agree as follows:

1. City hereby grants to CCC, their officers, employees, agents and students, a temporary right of entry from September 17, 2012 through December 6, 2012 in, upon and across the premises to perform fire-fighting training exercises and to burn and destroy the existing structures located on such premises.

2. City represents and warrants that no liens will be in effect on the structures at the time of the training exercises.

3. City shall be responsible for all utilities to be disconnected and shall notify CCC upon disconnection of all utilities.

4. CCC and the City agree to provide and be responsible for their respective equipment, personnel and supplies required to permit the training exercises to be carried out in a safe manner.

5. CCC shall be responsible for obtaining all necessary permits, licenses and/or approvals for such training exercises from the Ohio Environmental Protection Agency and for notifying the City upon receipt of same.

6. CCC shall provide liability insurance coverage in the amount of $2,000,000.00 providing that CCC and all instructors and students are insured and protected solely with respect to the fire-fighting training exercises, including the burning and destruction of the existing structures located on the premises. Each Party agrees to be solely responsible for their respective instructors, employees and students, including but not limited to workers compensation claims or other liability or claims.
7. Immediately following notification from CCC of completion of the fire-fighting training exercises, City shall provide for the construction of a barrier and placement of warning signs upon the premises in order to secure and prohibit persons and animals from entering the premises.

8. CCC shall have no liability or responsibility for the premises after the completion of the fire-fighting training exercises provided for under this Agreement.

9. City agrees that the burning and destruction of the existing structures are desirable for and in furtherance of City’s interests in the premises, and agrees not to sue or make any claim for or on account of damages to such premises, structures or any reduction in property value arising out of the burning and destruction of the aforesaid structures, except that City reserves all rights to seek any relief to which City is entitled related to taxation of the premises under Chapters 5713, 5715 and 5717 of the Ohio Revised Code.

10. **Miscellaneous.** The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of Ohio without regard to its conflicts of law principles. The parties hereby irrevocably consent to the personal jurisdiction of, and exclusive venue for any legal proceedings or actions undertaken by, or on behalf of, you in, the state and federal courts located in Cuyahoga County, Ohio. The parties agree that this Agreement is deemed to have been made in the State of Ohio. No joint venture, partnership, employment, or agency relationship exists between CCC and the City. This Agreement may not be assigned by either party without the prior written consent of the other party. Any attempted assignment without such consent will be null and void. This Agreement does not and is not intended to confer any right or remedies upon any party other than the City and CCC. If any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remaining provisions will remain valid and enforceable, and the unenforceable provisions will be deemed modified to the extent necessary to make them enforceable. All notices to CCC relating to any legal claims or matters must be made in writing to Cuyahoga Community College District, District Administrative Services, 700 Carnegie Ave., Cleveland, OH 44115-2878, attention: General Counsel, and will be deemed given as of the day they are received either by messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed to the party signing this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, written or oral. This Agreement may not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of the City and CCC. No waiver by either party to this Agreement at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by such other party will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. Neither party will be liable for a breach of this Agreement if such party’s performance is prevented or made substantially impracticable as a result of any Force Majeure Event, which could not have reasonably been avoided by the exercise of due diligence. For purposes of this Agreement, “Force Majeure Event” means a war, act of nature, act of God, act of terrorism or the public enemy, civil disturbance, military action, action of a court or public authority, or strike or labor dispute. If a Force Majeure Event occurs, the party whose performance is prevented must promptly notify the other party of the existence of the
Force Majeure Event. This Agreement will be binding upon execution by both parties and will terminate on the consummation of all contemplated obligations.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts on the day and year first above written.

Signed and acknowledged
In the presence of:

Signed and acknowledged
In the presence of:

City of North Royalton

By:  


Its:  


CUYAHOGA COMMUNITY COLLEGE DISTRICT

By:  


Its:  

STATE OF OHIO

COUNTY OF CUYAHOGA

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named CUYAHOGA COMMUNITY COLLEGE DISTRICT by 

SUZAN MUTHA (CCC Representative), Its 

Executive VP (Title), 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 Academy.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 28th day of August, 2013.

NANCY A. NEKORANEC
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires May 12, 2013