

VILLAGE OF WESTFIELD CENTER, OHIO

RESOLUTION 2025-12

**A RESOLUTION TO AUTHORIZE THE EXECUTION
OF A LICENSE AGREEMENT FOR USE
OF LAND**

WHEREAS, the Village of Westfield Center, Ohio (Village) desires to utilize vacant land and a parking lot contiguous to a Village park for the purpose of guest parking and displaying vehicles during the Labor Day car show, and;

WHEREAS, Ohio Farmers Insurance Company desires to grant a license to the Village that allows the guest parking and displaying vehicles on real property owned by the company as outlined in Exhibit 1.

NOW THEREFORE, be it resolved by the Council for the Village of Westfield Center, Ohio that:

Thomas Horwedel, Mayor, is authorized on behalf of the Village of Westfield Center, Ohio to execute an agreement with Ohio Farmers Insurance Company for the use of real property owned by Ohio Farmers Insurance Company to park guest vehicles and display vehicles during the Labor Day car show.

Passed: June 3, 2025

Thomas Horwedel, Mayor

Deborah Runser, Fiscal Officer

REAL ESTATE LAND USE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered into as of this 1st day of September, 2025 by and between **OHIO FARMERS INSURANCE COMPANY**, an Ohio corporation having its principal place of business located at One Park Circle, Westfield Center, Ohio 44251 (hereinafter referred to as "Ohio Farmers"), **150 SOUTH ROAD, LLC**, an Ohio limited liability company established by its sole member, Ohio Farmers Insurance Company (hereinafter referred to as "150 South Road"), and the **VILLAGE OF WESTFIELD CENTER, OHIO**, a municipal corporation duly organized and existing under and by virtue of the constitution and laws of the State of Ohio (hereinafter referred to as the "Village").

RECITALS

I. WHEREAS, Ohio Famers owns certain real property situated in the Village of Westfield Center, Ohio, formally referenced as Parcel #044-22A-09-050; and

II. WHEREAS, 150 South Road, LLC owns certain real property situated in the Village of Westfield Center, Ohio, formally referenced as Parcel #044-22A-09-078 (collectively, with Parcel #044-22A-09-050, the "Premises"); and

III. WHEREAS, the Village desires to use Ohio Farmers and 150 South Road real estate, as fully described below, on September 1, 2025 for a Labor Day Community Auto Show.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. All of the above terms, conditions, recitals, and designations are incorporated into this Agreement.

2. Grant and Use of License. Ohio Farmers and 150 South Road hereby grant to the Village a non-transferable, non-assignable right and license to use the Premises as specifically detailed in the map attached this License Agreement as Exhibit 1 (the "Licensed Premises") solely to: (i) park vintage cars in the areas described on the map; and (ii) park visitor cars in the Blair Center parking lot. The Village shall not use the Premises for any other purpose or business without obtaining Ohio Farmers' prior written consent, which Ohio Farmers and 150 South Road, in their respective sole discretion, may withhold. No legal title, leasehold interest, or any other real property interest in the

License Premises is created or vested in the Village by the grant of this License.

3. Term. Unless terminated earlier in accordance with this Section 3, the term of this Agreement shall commence on 12:01 a.m., September 1, 2025, and expire on midnight, September 1, 2025 (the “Term”). The parties may terminate this Agreement by providing no later than thirty (30) days advance written notice. Upon the expiration of the Term of this Agreement, the License shall expire and the Village shall immediately vacate the Licensed Premises.

4. Modifications to Licensed Premises. The Village shall not make any modification to the Licensed Premises without Ohio Farmers’ and 150 South Road’s prior written approval, which approval may be withheld or conditioned in Ohio Farmers’ and 150 South Road’s sole discretion. The Village shall bear the cost of any approved modifications to the Licensed Premises and shall repair any and all damage caused by the installation and/or removal of such approved modifications.

5. Insurance. The Village shall, at its expense, obtain and keep in force a policy of commercial general liability insurance insuring the Village, Ohio Farmers, and 150 South Road against any liability arising out of the use, occupancy, maintenance, repair or improvement of the Licensed Premises. Such insurance shall provide single limit liability coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury or death and property damage. Such insurance shall include Ohio Farmers as an additional insured. The Village’s insurance coverage will be primary and non-contributory and will insure the Village, Ohio Farmers, and 150 South Road against liability for injury to persons, damage to property, and death of any person occurring in or about the Licensed Premises. The Village shall at its expense and for the duration of the License obtain and continue in full force and effect a full comprehensive policy of liability insurance, including personal liability insurance, in an amount not less than One Million Dollars (\$1,000,000.00) for property damage. The Village shall furnish a Certificate of Proof of Insurance (“Certificate”), which shall name Ohio Farmers and 150 South Road as an additional insureds and loss payees. If the Village fails to provide Ohio Farmers and 150 South Road with such a certification prior to the start of the License Term, Ohio Farmers and 150 South Road shall have the right to refuse the Village’s use of the Licensed Premises.

6. Maintenance. The Village acknowledges that the Licensed Premises are in good order, unless otherwise indicated. The Village shall, at its own expense and at all times, maintain the Licensed Premises in good and safe condition and shall surrender the same at the end of this Licenses in as good condition as received.

7. Assignment. The Village shall not assign, encumber, or transfer this License, or any part of it, or its right or interest in it, without Ohio Farmers’ and 150 South Road’s prior written approval.

8. Miscellaneous.

a. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants that he or she is authorized and empowered to do so and to thereby bind the party on whose behalf he or she is signing.

b. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience and shall not limit or expand the provisions of this Agreement.

c. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall comprise but a single instrument.

- d. Entire Agreement. This Agreement contains all of the covenants, conditions, and agreements between the parties concerned the Licensed Premises, and shall supersede any and all prior correspondence, agreements, and understandings concerning the Licensed Premises, both oral and written. No addition or modification of any terms or provision of this Agreement shall be effective unless set forth in writing and signed by both parties.
- e. Notices. Any notice required or permitted under this Agreement shall be effective if in writing and delivered to the other party at the following address:

To Ohio Farmers: Ohio Farmers Insurance Company
 One Park Circle
 PO Box 5001
 Westfield Center, OH 44251
 Attn: General Counsel

To 150 South Road: 150 South Road, LLC
 One Park Circle
 PO Box 5001
 Westfield Center, OH 44251
 Attn: General Counsel

To Village: Village of Westfield Center, Ohio,
 6701 Greenwich Road
 P.O. Box 750
 Westfield Center, Ohio 44251
 Attn: Mayor

- f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (the "State") applicable to contracts entered into in the State between the parties residing in the State.
- g. Exhibits. All exhibits and any schedules or riders attached to this Agreement are incorporated herein by reference and made a part hereof, and any reference in the body of this Agreement or in the exhibits, schedules, riders to the Agreement shall mean this Agreement, together with all exhibits schedules and riders.
- h. Waiver of Trial by Jury. THE PARTIES HEREBY WAIVE AND ANY ALL RIGHTS THEY HAVE UNDER APPLICABLE LAW TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS AGREEMENT OR THE LICENSED PREMISES.
- i. Successors and Assigns. Subject to the provisions of this Agreement relating to assignment, this Agreement shall be binding upon, and shall inure to the benefit of the parties' respective representatives, successors, and assigns.
- j. Relationship of Parties. Nothing in this Agreement shall be deemed to create any joint venture or principal-agent relationship or partnership between the parties hereto, and no party is authorized to, and no party shall, act toward third parties or the public in any manner that would indicate any such relationship.

THE VILLAGE UNDERSTANDS AND ACKNOWLEDGES THAT RIGHTS UNDER THIS AGREEMENT ONLY CONSTITUTE A LICENSE FOR USE OF THE LICENSED PREMISES AND DO NOT INVOLVE THE GRANT OF ANY INTEREST IN REAL PROPERTY.

IN WITNESS WHEREOF, the VILLAGE OF WESTFIELD CENTER, OHIO has caused this License to be duly executed in its behalf; and OHIO FARMERS INSURANCE COMPANY and 150 SOUTH ROAD, LLC have caused the same to be duly executed in its behalf, on or as of the day and year first above written.

Approved as to form:

By  _____
Law Director

VILLAGE OF WESTFIELD CENTER, OHIO

By  _____
Mayor

OHIO FARMERS INSURANCE COMPANY

By _____
V.P. Corporate Services

150 SOUTH ROAD, LLC.

By _____
V.P. Corporate Services

EXHIBIT 1
Licensed Premises

