

LEASE

**BOARD OF COUNTY COMMISSIONERS, LANDLORD, CITY OF NORTH ROYALTON,
TENANT**

YORK ROAD PARCEL

LEASE AGREEMENT (herein called the "Lease") entered into as of the _____ day of _____ 2008, between the BOARD OF COUNTY COMMISSIONERS OF CUYAHOGA COUNTY, OHIO (herein called "Landlord"), and THE CITY OF NORTH ROYALTON, OHIO (herein called "Tenant").

WHEREAS, the Board of County Commissioners has determined that certain property owned by the County, located in the City of North Royalton, is not presently needed by the County for public use; and,

WHEREAS, the City of North Royalton has requested that the County lease said property so that the City can utilize said property for public purposes; and,

WHEREAS, the County desires to lease said property to the City for a public purpose; and,

NOW THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and agreements set forth therein, the County and the City agree as follows:

WITNESSETH:

1. **DEMISE** For the rent and upon the terms, conditions, limitations and provisions hereinafter set forth, the Landlord leases to and the Tenant leases from the Landlord, a portion of the real property owned by the Landlord located at 14875 York Road, North Royalton, Ohio 44133 as described in Exhibit "A" and attached hereto and made a part hereof as though fully rewritten herein (herein called the "Leased Premises").
2. **TERM** The initial term of this Lease shall be twenty-five (25) years commencing as of the date of the original (legal) ratification of the herein Lease by the Landlord, and may be renewed for an additional term of twenty-five (25) years with mutual consent unless sooner terminated as hereinafter provided. However, this Lease shall expire immediately if the Tenant abandons, deserts, vacates or discontinues use of the premises.
3. **USE** The Tenant shall use and occupy the premises for uses not inconsistent with the normal uses of municipal governments in the County of Cuyahoga and/or uses of the Board of Commissioners of Cuyahoga County and/or the uses of the Engineer of Cuyahoga County.
4. **ANNUAL RENT** The Tenant shall pay the Landlord as rent for the premises, the sum of One-Thousand (\$1,000) dollars per year, payable each year beginning on the commencement of the lease and on the succeeding year anniversary dates. If the Lease is renewed for an additional twenty-five (25) year period, the annual rent shall be adjusted from One-Thousand (\$1,000) dollars per year to Two-Thousand, Five-Hundred (\$2,500) dollars annually, payable in yearly increments.
5. **SECURITY DEPOSIT** The Tenant shall not pay a Security Deposit.
6. **BUILDING SERVICES** The Tenant shall provide and be responsible for the following services and expenses to the entire Premises:
 - a. The Tenant shall provide and be responsible for the maintenance of the leased property.
 - b. The Tenant shall be responsible to provide and pay all utility expenses for the Leased Premises to include water, sewer, electric and gas, and garbage collection.
 - c. The Tenant shall be responsible for any property taxes associated with the Leased Premises.

7. **IMPROVEMENTS** Subject to the approval of the Landlord, the Tenant shall have the right to make any improvements or alterations to the Leased Premises it may reasonably desire. Unless reimbursement has been made to the Tenant for an improvement, any improvements, including fixtures, shall be, and remain the property of the Tenant, and may be removed by the Tenant at any time during the Lease term, upon its expiration, or upon its earlier termination in any manner. In the event the Tenant removes any improvement, the Tenant shall repair, at its sole expense, any damage or loss to the Premises caused by such removal. Upon termination of the Lease for any reason, the Tenant, at its sole expense, shall return the Leased Premises to substantially the same condition as when it acquired the Premises. The Tenant accepts the premises in its "as is" condition.
8. **USE AND OCCUPANCY** In the use and occupancy of the Premises, the Tenant shall:
 - a. Comply with any laws, ordinances, rules, regulations, or orders of any governmental authorities having jurisdiction over the Premises or over the use and occupancy thereof,
 - b. Keep the Premises and the apparatus and equipment therein in a clean, safe, and sanitary condition, and not commit or suffer any waste to occur therein,
 - c. Not in any way interfere with the current or future operations of the Landlord on the Adjacent Premises.
 - d. The Tenant may sublease any portion of the Premises only with written approval of the Landlord. The Tenant shall be and remain solely responsible to the Landlord for acts or faults of any sublessee.
 - e. The Tenant and any sublessee are prohibited from taking any act or failing to take a required act that may result in any lien being filed against the Premises. If any lien is filed against the Premises because of any act or omission of the Tenant or sublessee, the Tenant shall take all necessary steps and cause the removal of the lien within twenty (20) days.
9. **ACCESS TO THE PREMISES** The Tenant shall have access to the Premises twenty-four hours a day, seven days a week, three-hundred and sixty-five (365) days a year.
10. **ACCESS TO ADJACENT LANDLORD'S PREMISES** The Tenant shall not have access to the Adjacent Premises. Specifically, the Tenant and the Tenant's agents, employees, and invitees shall not have the right to use the parking lot in the Adjacent Premises, nor shall the Tenant, its agents, employees or invitees gain access to the Leased Premises through the Adjacent Premises.
11. **COMMON AREAS** The Leased Premises and the Adjacent Premises have no common areas.
12. **FENCING** The Tenant shall install, at the Tenant's sole expense, a fence dividing the Leased Premises from the Landlord's Adjacent Premises. The fence shall be constructed to the Landlord's specifications and shall have a gate that will allow for the Landlord's vehicles to pass through on an emergency basis only. The Landlord shall have sole control over the gate.
13. **INSURANCE** The Tenant shall procure and maintain during the term of the Lease, at the Tenant's sole cost and expense, a policy or policies of comprehensive general liability insurance on an "occurrence" basis against claims for personal injury liability, including, without limitation, bodily injury, death, or property damage liability with a limit of not less than One-Million (\$1,000,000) dollars. In the event of personal injury to any number of persons or of damage to property arising out of any one occurrence, the Tenant shall procure and maintain during the term of the lease, at the Tenant's sole cost and expense, a Three-Million (\$3,000,000) dollar aggregate.

All of such insurance shall be primary and noncontributing with any insurance that may be carried by the Landlord. Such insurance shall be placed with an insurance company authorized to do business in the State of Ohio, shall name the Landlord as an additional insured and shall provide thirty (30) days prior written notification to the Landlord in the event of cancellation or termination.

The adequacy of the coverage afforded by the liability and property damage insurance held by the Tenant shall be subject to review. The Tenant shall, on a five-year (5) basis provide to the Landlord an updated copy of the certificate of insurance, along with the policy declaration page. If it appears upon review and/or inspection that the completed improvements should require a limit increase and/or that a reasonable business person in the vicinity of the Premises, operating a similar business to that operated by the Tenant on the Premises, would increase the limits of its liability insurance, the Tenant shall effect such increases of insurance within ninety (90) days of receipt of notice from the Landlord.

Tenant shall itself, to the extent permitted by law, or shall cause its sublessee to, indemnify, defend and hold harmless the Landlord from and against all losses, claims, damages, liabilities and expenses of any kind or nature whatsoever resulting, arising or occurring by reason of the use, occupancy or possession of the Leased Premises by the Tenant and/or sublessee.

14. **NOTICES** In every instance where it shall be necessary or desirable for the Landlord to serve any notice or demand upon the Tenant, such notice or demand shall be deemed sufficiently given or made if, in writing, notice is mailed to the Tenant by registered or certified United States mail, postage prepaid, addressed to the Tenant at 13834 Ridge Road, North Royalton, Ohio 44133, Attention Mayor of North Royalton. The time of giving or making such notice or demand shall be deemed to be the time when the same was mailed, as herein provided. Any notice by the Tenant to the Landlord must be sent by registered or certified United States mail, postage prepaid, addressed to the Landlord in the care of the Central Services Department Director at 1642 Lakeside Avenue, Cleveland, Ohio 44114 and at the Office of the Cuyahoga County Engineer, 2100 Superior Viaduct, Cleveland, Ohio 44113.
15. **HEADINGS** The captions of paragraphs and subparagraphs are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such paragraphs or subparagraphs.
16. **ENTIRE AGREEMENT** This Lease, together with the attachments, including the Resolution by the Commissioners of Cuyahoga County contains the entire agreement of the parties hereto as to the subject matter hereof, and there are no agreements, premises, covenants, warranties, or representations other than as set forth herein.
17. **TERMINATION** The Landlord and the Tenant agree that this lease may be terminated by the Landlord under any of the following conditions:
 - a. **The Tenant hereby covenants and agrees as follows:**
 - i. The Premises shall be used for public/municipal purposes, and
 - ii. The Premises shall be maintained in a safe manner, including the performance of maintenance obligations required for land of similar size and use; and
 - iii. The Commissioners of Cuyahoga County and/or the Engineer of Cuyahoga County or their respective designees shall continue to utilize the designated Adjacent Premises; and
 - iv. The Tenant's use of the Leased Premises, shall not in any way interfere with the current or future operations of the Landlord on the Adjacent Premises; and
 - v. The Tenant shall keep, perform and observe every promise, obligation and agreement set forth herein.

Should the Tenant fail to satisfy any one or more of the above conditions and fail to cure the same within thirty (30) days after written notice is received from the Landlord, the Landlord shall have the option to terminate this lease and re-enter and take possession of the Premises within ninety (90) days.

- b. Landlord's discretion: **At any time, and at the sole discretion of the Landlord,** the Landlord may terminate this Lease and re-enter and take possession of the Premises, to include but not be limited to: should the Landlord and/or the Cuyahoga County Engineer reasonably experience a change in its operational conditions requiring it to utilize, sell, or otherwise dispose of the Premises in order to adequately perform its public purpose, the Landlord shall have the option to terminate this Lease and re-enter and take possession of the Premises.
 - c. Notice of termination: Should the Landlord exercise its option to terminate the Lease as herein provided in section 17(b), the Landlord shall provide the Tenant with a written notice of termination at least one (1) year prior to the date of such termination.
 - d. Tenant's assumption of the risk: Should the Landlord exercise its option to terminate the lease for any reason, the Tenant assumes the financial risk for any of the improvements made to the Premises. The Landlord shall not reimburse the Tenant for the cost of any improvements, nor shall the Landlord reimburse the Tenant for any relocation costs. Additionally, the Tenant is required, at its sole expense, to remove all improvements to the Leased Premises and to return the Premises to substantially the same condition as when it acquired the Premises.
18. **REMOVAL OF PROPERTY** Upon cessation of this Lease for any reason and whether by abandonment, expiration, termination or by any mechanism, the Tenant shall forthwith and at its own expense, remove all its property and equipment and that of any sublessee. The Tenant shall also repair at its sole expense, any damage or loss to the Premises caused by the removal. The Tenant shall, at its sole expense, return the property to substantially the same condition as when it acquired the Premises.
19. **REMEDIES** In the event that the Tenant defaults, or fails to keep, perform or observe any promise, obligation, or agreement as set forth herein, the Landlord reserves the right to exercise any and all rights and remedies that it may have at law or in equity, in addition to termination of the Lease as set forth herein.
20. **NO WAIVER** No waiver by the Landlord of any of the terms or conditions of the Lease shall be deemed or taken as a waiver at any time thereafter of the same or any other term of condition herein or of the strict and prompt performance thereof. No waiver shall be valid against the Landlord unless reduced to writing and signed by an officer of the Landlord empowered to execute the same.

Ord. No. 08-94

TENANT

CITY OF NORTH ROYALTON, OHIO

By: _____ **Its:** _____

STATE OF OHIO)

COUNTY OF CUYAHOGA) SS:

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BEFORE ME, a Notary public in and for said County and State personally appeared the above named CITY OF NORTH ROYALTON, OHIO, by _____, its _____ who acknowledged that he did sign the foregoing instrument and that the same is the free authorized act and deed personally and as Mayor of the City of North Royalton.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at, _____ Ohio, this _____ day of _____, 2008.

Notary Public

(Notarial Seal)

My commission expires