

LEASE AGREEMENT

This Lease Agreement (the "Lease") dated the _____ day of _____, 2019 (the "Execution Date"), is entered into between the **City of Akron, Ohio**, a charter municipal corporation duly organized and existing under the laws of the State of Ohio, with a mailing address of 166 South High Street, Akron, Ohio 44308 ("Lessor"), and **Summit County, Ohio**, a charter county organized and existing under the laws of the State and its charter, with a mailing address of 175 South Main Street, Akron, Ohio 44308 ("Lessee") (each a "Party" and together the "Parties").

Recitals

WHEREAS, Lessor is the owner of the Upper Level (B1) of the Harold K. Stubbs Justice Center Parking Garage, located at 217 S. High Street, Akron, Ohio, 44308, which consists of 32 parking spaces (the "Premises"); and

WHEREAS, Lessor desires to lease the Premises to Lessee, and Lessee desires to lease the Premises from Lessor, and Lessee shall continue to maintain certain aspects of the Premises as more fully described herein and subject to the terms hereof.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and further in consideration of the mutual covenants, promises, conditions, and terms to be kept and performed, do hereby agree as follows:

1. As authorized by Ordinance No. _____, Lessor does hereby lease the Premises to Lessee.
2. Lessee agrees to occupy the Premises and to maintain the same as set forth in this Lease.
3. Lessee agrees and specifically understands that the authority and permission granted in this Lease does not vest the Lessee with any interest or estate in the Premises, other than as specifically allowed herein. Lessor covenants that if Lessee abides by and performs all of Lessee's covenants and agreements herein, Lessee shall at all times during the Lease have the peaceable and quiet enjoyment and possession of the Premises without hindrance from Lessor.
4. Unless sooner terminated, as described herein, this Lease shall have an initial term of five (5) years and shall be deemed to have commenced on March 1, 2019 (the "Commencement Date") and expire on and include February 28, 2024 (the "Initial Term"). The Parties may agree in writing to extend this Lease beyond the expiration of the Initial Term, upon the same terms and conditions of this Lease, for an additional five-year renewal period, prior to the expiration of the Initial Term (all collectively the "Term").
5. In consideration for the Lease, the Parties agree that Lessee will pay Lessor Two Thousand Four Hundred Dollars (\$2,400) per month during the Term (the "Fee"). The Fee shall be payable monthly, in arrears, by not later than the last day of the following month, with the

first payment due April 30, 2019. The Parties agree that if Lessor raises its parking rates throughout the City that the Lessor may increase the Fee at the conclusion of the Initial Term in a percentage not to exceed the percentage of the City-wide increase.

6. Lessee acknowledges that it has inspected the Premises and accepts the Premises in its current and "AS IS" condition, with all faults. Lessor expressly disclaims and provides no representations, warranties (expressed or implied), or covenants with respect to the condition or maintenance of, or improvements to, the Premises. Except as explicitly described herein, Lessee agrees and acknowledges that Lessor does not have any obligation to fix, modify, remediate, rehabilitate or repair the Premises or any portion thereof, before or after the Commencement Date, except to the extent required in connection with Lessor's use of the Premises or as otherwise required under law. During the Term, Lessee shall be solely responsible for any day-to-day maintenance of the Premises which Lessee determines to be necessary, in Lessee's sole discretion, at no expense to Lessor and as described herein and which includes but is not limited to maintaining the elevators that it is currently maintaining and in the same manner it is currently maintaining them. During the Term, Lessee agrees to: keep the Premises free from litter, debris, graffiti, or any other unsightly condition; collection and/or removal of trash, litter, debris, graffiti, or any other unsightly condition; and keep the Premises in a neat and clean condition, all at Lessee's sole cost. Furthermore, during the Term, Lessee is responsible for repairing any damages, including remediating any acts of vandalism, caused to the Premises. Lessee acknowledges that Lessor shall not be responsible for providing any security services for the Premises, other than to enforce Lessee's authorized use of the Premises, as described in this Lease. Lessee shall comply with all laws, ordinances, rules, regulations, and orders of any government or agency having jurisdiction over the Premises and shall abide by the directives of the Director of Public Service or his/her designee during its occupancy of the Premises.

7. Unless otherwise expressly permitted herein, Lessee shall neither erect any signs, structures, or buildings on the Premises, nor make any excavations on the Premises, other than as required to maintain the Premises. In addition, Lessee shall not maintain any nuisances on the Premises and all other structures, additions, fixtures, and appurtenances, shall conform to all applicable zoning and/or building code provisions. Lessee is expressly permitted to erect signs within the Premises indicating that parking is designated or reserved for certain individuals or groups of individuals.

8. During the Term, Lessor shall be responsible for maintaining, including any annual maintenance and testing, the lighting, fire suppression system, ventilation systems, and vehicle entry doors that serve the Premises, as well as any other structural components of the parking deck within which the Premises is located.

9. Lessor shall not be responsible for any damage to the Premises as a result of Lessee's use, or Lessee's alterations/improvements to the Premises. Lessee agrees that it may not make any material alterations or improvements on/at the Premises without first obtaining the written consent of Lessor.

10. As further consideration for the use of the Premises and this Lease, Lessee acknowledges and agrees that during the Term sixteen (16) of the existing parking spaces located

within the Premises shall be designated, assigned, and used solely for the benefit of elected officials of the County of Summit.

11. Lessee agrees to waive and release from all liability Lessor, its officers, elected/appointed officials, employees, agents, contractors, volunteers, representatives, and assigns from all claims, liabilities, suits, losses, costs, expenses, disbursements, judgments, actions, causes of actions, suits at law or equity, damages, or any other demands arising from this Lease and/or Lessee's use of the Premises, including personal injury for any persons using the Premises. Nothing herein shall be construed to make Lessee liable for the negligence of Lessor.

12. Lessee shall abide by all terms and provisions of Section 34.03 of the Code of Ordinances of the City of Akron, Ohio, regarding public contracts, as if the same are rewritten herein. Refusal by Lessee to comply with any provisions of this Section will subject Lessee to cancellation of this Lease under the default provisions.

13. This Lease is not assignable and is non-transferable. The Lease terminates upon the conveyance of the Premises, and does not run with the land. Lessee shall not assign, sublet, or transfer its interest in this Lease without the express written consent of the Lessor. This document is intended to be a Lease granting only permission for the use of the Premises for the limited purposes described herein.

14. Lessee shall be in default of its obligations hereunder upon the occurrence of any one or more of the following acts, events, or conditions:

- a. Failure of Lessee to pay the Fee for a period of 15 days after written notice of such non-payment from Lessor to Lessee; and
- b. Failure of Lessee to perform any of its duties, covenants or other obligations under this Lease, except for Subsection (a) above, for a period of 30 days after receiving written notice of such default by Lessor to Lessee;

If the failure is of such a nature that it cannot be remedied fully within the 30-day period, this requirement shall be satisfied if Lessee begins correction of the failure within such 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Lessor shall be in default of its obligations hereunder in the event of failure of Lessor to perform any of its duties, covenants or other obligations under this Lease for a period of 30 days after receiving written notice of such default by Lessee to Lessor.

15. In the event of a default by Lessee, Lessor shall have the option to terminate the Lease for cause. The Parties shall have all rights, remedies and causes of action available to them, respectively, under equity or law if an event of default by Lessee or Lessor shall occur during the Term of this Lease. All rights and remedies of Lessor and Lessee shall be cumulative.

16. At any time prior to the expiration of the Term, either Party may cancel or terminate the Lease without cause upon ninety (90) days written notice to the other Party and pursuant to the other terms of the Lease described herein. Should the Lease be cancelled or terminated pursuant to this Section, Lessee shall not be entitled to damages of any kind related to

that cancellation or termination.

17. Whenever the Lease shall terminate, whether by lapse of time, forfeiture or otherwise, Lessee agrees that it will at once surrender and deliver up the Premises peaceably to Lessor in materially the same or better condition as Lessee accepted the Premises on the Commencement Date of this Lease, subject to ordinary wear and tear customary for usage of a parking deck/garage.

18. All notices provided or permitted to be given under this Lease must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering the same in person to such party; or by delivery by a nationally recognized overnight courier. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to the Lessor, to: Mayor of the City of Akron
166 S. High Street, Room 200
Akron, OH 44308

with a copy to: Director of Public Service
166 S. High Street, Room 201
Akron, OH 44308

and: Director of Law, of the City of Akron
161 S. High Street, Suite 202
Akron, OH 44308

If to Lessee: Summit County Executive
175 S. Main Street, 8th Floor
Akron, Ohio 44308

with a copy to: County of Summit
Attn: Director of Law and Risk Management
175 S. Main Street, 8th Floor
Akron, OH 44308

19. Lessee shall have commercial general liability insurance, or equivalent self-insurance to sufficiently cover its operation and use of the Lease and Premises. Lessee shall immediately notify Lessor of any occurrence, event, or claim relating to or arising from the use of the Premises or otherwise arising out of the Lease.

20. This Lease is governed by the laws of the State of Ohio. All disputes arising hereunder must be litigated in the Akron Municipal Court or the Summit County Court of Common Pleas.

21. If any part of this Lease is declared unenforceable or invalid, the remainder of the

Lease shall remain in full force and effect.

22. The Parties represent and warrant to each other that they are authorized to enter into this Lease and perform the obligations hereunder; that the persons signing on behalf of the respective Parties are duly authorized to execute the Lease, and that no other signatures or authorizations are necessary.

23. If applicable, Lessee shall be responsible for recording and any recording costs associated with the recording of this Lease.

24. This Lease may be executed in one or more counterparts, each of which will be deemed an original, and all of which when taken together will constitute one and the same document. Facsimile signatures will be deemed originals for the purposes of this Lease.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto affixed their signatures at Akron, Ohio the day and year first written above.

CITY OF AKRON, OHIO

By: _____
John O. Moore, Director
Department of Public Service
City of Akron, Ohio

STATE OF OHIO)
)SS
COUNTY OF SUMMIT)

Before me, a Notary Public, in and for said County and State personally appeared John Moore, Director, Department of Public Service, who acknowledged that he did sign the foregoing and that the same is his free act and deed in his official capacity on behalf of the City of Akron.

In testimony hereof, I hereby set my hand and official seal at Akron, Ohio this ___ day of _____, 2019.

Notary Public

Approved as to form and correctness:

Eve V. Belfance, Director of Law
City of Akron, Ohio

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, County Executive

STATE OF OHIO)
)SS
COUNTY OF SUMMIT)

Before me, a Notary Public, in and for said County and State, personally appeared Ilene Shapiro, Summit County Executive, who acknowledged that she did sign the foregoing and that the same is his free act and deed.

In testimony hereof, I hereby set my hand and official seal at Akron, Ohio this ___ day of _____, 2019.

Notary Public

Approved as to form and correctness:

Deborah Matz, Director, Department of
Law and Risk Management
County of Summit, Ohio