

EXHIBIT
21-108
A

COUNTY OF SUMMIT
AND
SUMMIT SOIL AND WATER CONSERVATION DISTRICT
SUB-LEASE OF SPACE LOCATED ON THE 2ND FLOOR
1180 S. MAIN ST., AKRON, OH 44301

This Sublease Agreement (“Sublease”) is entered into this 1st day of March, 2021, by and between the County of Summit, a Charter County duly organized and validly existing under the laws of the State of Ohio and its Charter, (“Landlord”) and the Summit County Soil and Water Conservation District, a county soil and water conservation validly existing under Chapter 940 of the Ohio Revised Code (“Tenant”).

Whereas, the Landlord is the lessee of certain real property located at 1180 S. Main St., Akron, Ohio 44311 (“Property”), pursuant to a certain lease agreement (“Lease”) dated November 25, 2014 with Akron Phoenix Development Company (“Owner”); and

Whereas, Landlord has subleased to Tenant 1,652 square feet of office space on the 2nd floor of the Property (“Premises”) for general office operations from March 1, 2016 through February 28, 2021; and

Whereas Section 2, “Term,” provides for an additional five (5) year term; and

Whereas, Landlord desires to sublease to Tenant and Tenant desires to sublease from Landlord the Premises for an additional five (5) year term; and

Whereas, Landlord waives the ninety (90) day notice by Tenant to Landlord of Tenant’s intent to renew the Sublease; and

Whereas, Tenant’s legislative authority has approved the renewal of the Sublease; and

Whereas, Owner has consented to the renewal of the Sublease of the Premises pursuant to Section 7.3 of the Lease; and

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. Lease and Premises. The landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which is more fully described as follows:

1,652 square feet of general office space located on the 2nd floor of the building located at 1180 S. Main St., Akron, Ohio 44301, together with such fixtures and improvements that are affixed to and located within said space on the date of the commencement of this lease of this Sublease. Premises are depicted on Exhibit A, attached hereto and incorporated herein by reference and more fully identified as rooms 241, 242, 243, 244, 245 and 246.

In addition to the Premises, Tenant shall have access to all public areas of the Property, the restrooms located on the 3rd floor of the Property, all common areas of the Property, including, but not limited to the training/conference room on the 2nd Floor of the Property and the loading and dock storage area on the 1st Floor of the Property. Landlord shall also provide Tenant use of any other training/conference areas throughout the Property based upon request by Tenant and availability. Landlord shall provide Tenant all necessary keys, badges and/or access cards at no additional cost to Tenant to access the Premises and the additional areas available for Tenant's use..

2. Term. This Lease shall be for a period of five (5) years commencing on March 1, 2021 and terminating on February 28, 2026 ("Term") unless sooner terminated as provided herein. Unless otherwise agreed to by the parties in writing, all other terms of this Sublease except for Rent, shall remain the same during the renewal term.
3. Use. Tenant shall use the Premises and Property solely as general office space in a manner consistent with a governmental agency. The Premises shall not be used for any other purpose without the express written consent of the Landlord.

Tenant shall use and occupy the Premises in a safe, careful and proper manner in compliance with all laws, rules, ordinances, zoning regulations and other requirements relating to the occupancy of the Premises and shall be responsible for securing all necessary licenses and approvals to permit its use of the Premises. Tenant shall not use or occupy any part of the Premises or Property for hazardous, unlawful or improper purposes. Tenant agrees that it will not violate any local, state or Federal laws in its use of the Premises or Property. Additionally, Tenant shall use the Premises and Property in a way that is consistent with the terms of the Lease.

4. Rent. Tenant shall pay to Landlord rent in the total amount of \$219,809.69 during the Term of this Sublease. Rent shall be paid quarterly by Tenant to Landlord by journal entry in advance by the 1st day of each quarter in the following amounts:

March 2021 to February 2022:	<u>\$10,701.75</u>
March 2022 to February 2023:	<u>\$10,808.77</u>
March 2023 to February 2024:	<u>\$10,916.86</u>
March 2024 to February 2025:	<u>\$11,026.03</u>
March 2025 to February 2026:	<u>\$11,136.29</u>

Landlord shall invoice Tenant monthly for said rent payments.

5. Maintenance, Repair and Cleaning. Pursuant to the Lease, Owner shall provide all custodial services, cleaning, maintenance and repair for the Property to Landlord and its subtenants, and the cost for the same is invoiced by owner and paid by Landlord as operating expenses. The Rent paid by Tenant to Landlord under this sublease is inclusive of said operating expenses, and no additional costs for the same will be charged to Tenant. In the event Tenant has any custodial, repair, maintenance or cleaning needs that are not being addressed by Owner, Tenant shall request the same through Landlord.

6. Remodeling, Redecoration and Alterations. Any alteration, remodeling or redecoration of the Premises shall be done, at the Tenant's expense, and only upon prior written consent of the Landlord and the Owner. Any such alteration, remodeling or redecoration shall comply with state and local requirements and laws and must be approved by the appropriate government agencies. Upon any request to Landlord for any remodeling, redecoration or alterations from Tenant, Landlord shall seek the consent of the Owner who may approve or reject the request and who shall determine which entity shall make said improvement.
7. Additional Services Provided by Landlord. In addition to any obligations provided in other sections of this Sublease, Landlord shall provide Tenant such additional services as set forth in Exhibit B, attached hereto and incorporated herein by reference.
8. Building Security. Landlord shall be responsible for providing security to the building in which the Premises is located, the extent of which shall be in the Landlord's sole discretion.
9. Insurance. Landlord shall maintain for the Term of this Sublease insurance coverage on the Premises for Comprehensive and General Liability, including personal property located in the Premises and personal injury at no additional cost to Tenant.
10. Taxes and Assessments. Landlord shall be responsible for payment of all taxes and assessments on the Premises.
11. Landlord Access. Landlord and/or Owner shall have access at all times to the Premises to make any necessary repairs, perform any necessary maintenance, provide any of the services that it is obligated to provide under this Sublease or in the event of an emergency. Additionally, Landlord and/or Owner shall have the right to inspect the Premises at any time upon reasonable notice to the Tenant. For purposes of this section, reasonable notice shall mean at least twenty-four (24) hours' notice.
12. Damage to Premises. In the event the Premises are destroyed or rendered untenable by fire, storm, earthquake or other casualty, this Sublease shall immediately terminate. Should the Premises be rendered partially untenable, the Tenant and Landlord shall negotiate occupancy for the remainder of the Term or either party may immediately terminate this Sublease upon written notice to the other party.
13. Default and Remedies. It shall be an event of default if either party should fail to perform any obligation under this Sublease. In the event of a default, the non-defaulting party may elect to terminate this lease immediately and may exercise any other remedy available to that party at law.
14. Termination. In addition to any other right to terminate under this Sublease, either party may terminate this Sublease for any reason upon one-hundred eighty (180) days written notice to the other party.
15. Return of Premises. Tenant agrees to surrender the Premises at the termination of the Term of this Sublease or upon such earlier termination, in the same condition as when the

Premises is accepted by the Tenant upon the commencement of this Sublease, ordinary wear and tear excepted. Any of Tenant's property not removed within ten (10) days after the expiration or termination of this Sublease shall be deemed abandoned by Tenant and at Landlord's election may be treated and/or disposed of by Landlord as its own property without further right of claim by Tenant.

16. Assignment and Modification. This Sublease shall not be modified unless in writing and agreed to by the parties. This Sublease may be assigned by the Landlord without the written consent of the Tenant. This Sublease may only be assigned by the Tenant with the written consent of the Landlord.

17. Notice. Any notice required under this Sublease shall be given in writing to the other party at the following address:

a. To the Landlord: County of Summit Department of
Sanitary Sewer Services
Attn: Director
1180 S. Main St.
Suite #300
Akron, OH 44301

b. To the Tenant: Summit Soil and Water Conservation District
1180 S. Main St.
Suite #241
Akron, OH 44308

[Signature Page to Follow]

In witness whereof, the parties hereby sign this Sublease as of the date set forth below:

Tenant: Summit County Soil and Water
Conservation District

Brian Prunty, Director Date

Approved as to form and correctness:

Landlord: Department of Sanitary Sewer
Services

Deborah S. Matz, Director of Law
and Risk Management

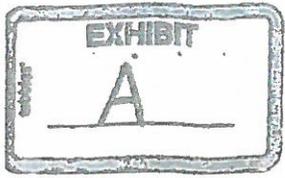
Brian Nelsen for Ilene Shapiro Date

STATE OF OHIO)
)SS
COUNTY OF SUMMIT)

Before me, a Notary Public, in and for said County and State personally appeared Brian Nelsen, who acknowledged that she did sign the foregoing and that the same is his free act and deed in his official capacity on behalf of the County of Summit.

In testimony hereof, I hereby set my hand and official seal at Akron, Ohio this ____ day of _____, 2021

Notary Public



SOIL AND
WATER

RECORDS
CENTER

LAND BANK

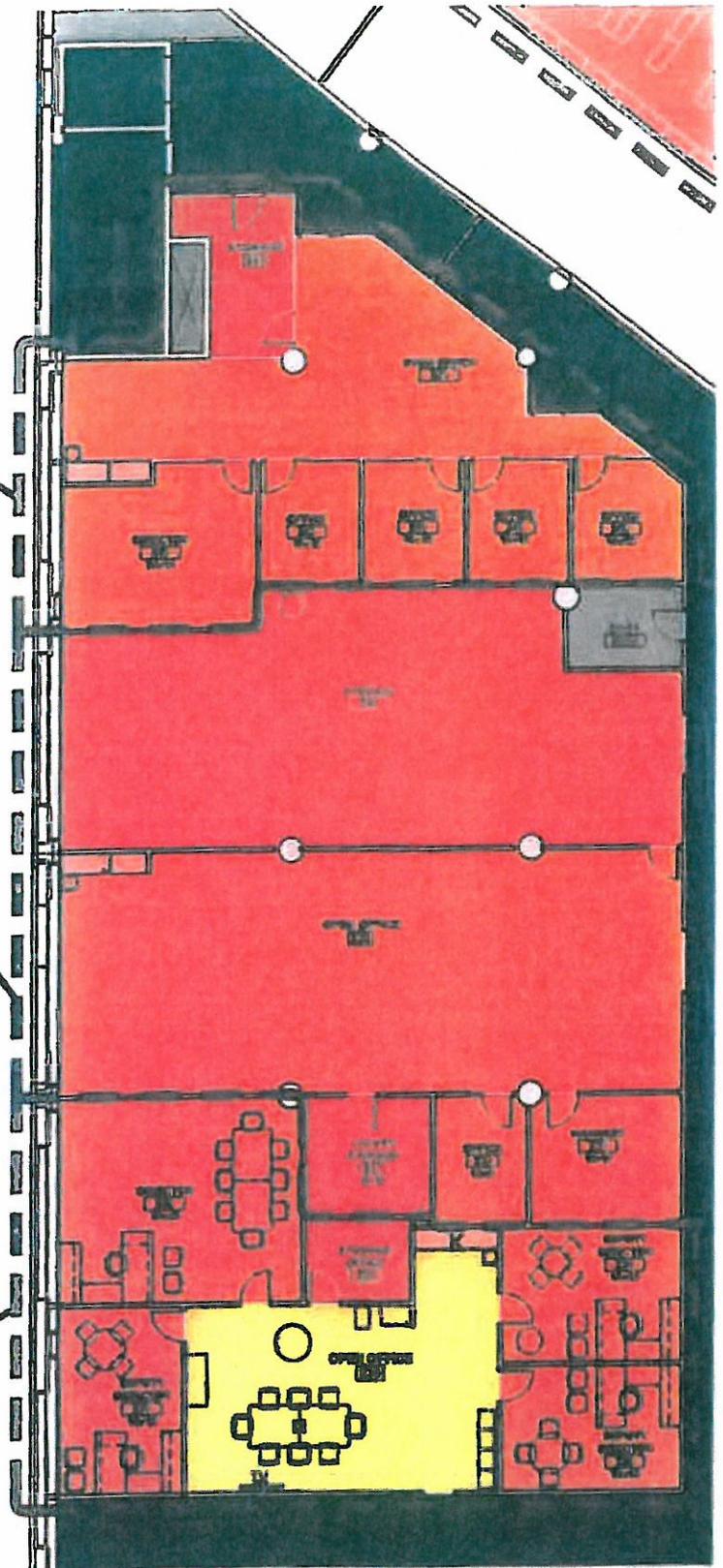


EXHIBIT B

ADDITIONAL SERVICES PROVIDED BY LANDLORD

Landlord shall provide the following additional services to Tenant:

1. Telephone and Internet Service- Landlord shall provide a reasonable number of telephone lines and phones to Tenant through Landlord's Voice-Over-Internet Phone System.

Landlord shall provide internet service to Tenant, and shall further provide the following IT services to Tenant:

1. E-mail and related services, including annual licensing fee, mail server maintenance/upgrades, and administration.
2. Spam filtering, including annual licensing fee
3. Antivirus software
4. Technical Support which includes:
 - Hardware/desktop support
 - Software
 - "Network services," e.g. connectivity, server maintenance, etc.
 - Peripheral support, e.g. copier, plotter, printers
 - file storage which includes management of file storage and upgrade of storage space size
 - File/information backup/restoration, which will include equipment costs, maintenance and outside services

Selection of the telephone service provider and the internet provider shall be in Landlord's sole discretion.

All services under this section shall be provided at no additional cost to Tenant.

Tenant shall be responsible for providing all devices other than the VOIP phones, including but not limited to computers, printers, copiers, scanners, etc.

2. Parking- Tenant's employees shall park in Parking Area B, as set forth on Attachment 1. Tenant's visitors, guests and invitees shall park in Parking Area A as depicted on Attachment 1. All parking in either of these lots shall be at no additional cost to Tenant. Additionally, Landlord shall provide two parking spaces to Tenant in the indoor parking area located in the basement of the Property at no additional cost.

3. Furniture and Equipment- Landlord shall have no obligation to provide furniture or equipment to Tenant. However, Landlord shall make available to Tenant any surplus furniture and equipment in the same manner as any other governmental entity as set forth

in Chapter 177 of the Codified Ordinances of the County of Summit and through rules and procedures established by Landlord. Upon request from Tenant and coordination between the parties, Landlord will assist Tenant with moving furniture, equipment and other items from its existing rented space or from other locations to the Premises, provided, however, that Landlord accepts no responsibility for any damage to the same, that said services shall be provided only during Landlord's regular work week and that Landlord shall have the discretion to determine which employees or other individuals will move the same.

4. Signage- At no additional cost to Tenant, Landlord shall include identification of Tenant and the location of the Premises on the directory signs located on the first floor of the Property and the monument sign to the entrance of the Property. Additionally, Landlord shall provide other necessary signage in the Property to identify and direct the public to the Premises.

5. Hours and Keys- The Property is open to the public at least from 7:30am to 4:00pm Monday through Friday, and will be available to Tenant's visitors, guests and invitees during that time. Tenant shall have access to the Premises after these hours and Landlord will provide Tenant with sufficient number of keys, badges and/or access cards to access the Premises and the Property at any time. Tenant and Tenant's visitors, guests and invitees may also utilize the Premises and the portions of the Property permitted for Tenant's use during the non-public hours of the Property. Landlord reserves the right to alter the public hours of the Property. Tenant shall provide Landlord with the names of all individuals in possession of keys, badges and/or access cards. Tenant must sign-out those keys badges and/or access cards to the specifically named individuals and shall return the keys, badges and/or access cards to Landlord at the end of the tenancy or upon any change in personnel assigned keys, badges and/or access cards

6. Bottled Water- Landlord shall provide bottled water service to Tenant through a vendor selected by Landlord at no additional cost.

