

**CITY OF GREEN, OHIO, Landlord
AND**

**COUNTY OF SUMMIT, OHIO
AND**

SUMMIT COUNTY SHERIFF'S OFFICE, Tenant

LEASE OF SPACE LOCATED AT

FIRE STATION #2

393 East Turkeyfoot Lake Road, Green, Ohio 44319

THIS LEASE AGREEMENT ("Lease") is entered into at Akron, Ohio as of the last date signed, by and between the **CITY OF GREEN, OHIO** ("Landlord"), a municipal corporation with its office at 1755 Town Park Blvd., P.O. Box 278, Green, Ohio, 44232-0278 and the **COUNTY OF SUMMIT, OHIO** ("County"), a charter county, with its office at 175 S. Main Street, 8th Floor, Executive's Office, Akron, Ohio 44308 and the **SHERIFF OF SUMMIT COUNTY, OHIO** ("Sheriff") with its office at 53 University Avenue, Akron, Ohio 44308. The County and Sheriff shall collectively be referred to as the "Tenant".

WITNESSETH:

In consideration of the covenants and agreements hereinafter set forth to be performed by the parties, Landlord agrees to lease the following described premises to Tenant on the terms and conditions as set forth in this Lease:

1. **PREMISES.** The premises is portion of the First Floor of Fire Station #2, located at 393 East Turkeyfoot Lake Road, Green, Ohio 44319, which consists of the areas utilized by the Sheriff as the work room area, two offices, two holding cells and the garage with four bays ("Premises"). The Premises are used by the Sheriff to provide the Landlord with policing services in accordance with the policing contract executed among the parties with a term that commenced on January 1, 2024 ("Policing Contract").
2. **TERM.** The term of this Lease and any renewal term shall be the same as the Policing Contract in effect among the parties, January 1, 2024 to December 31, 2026 ("Term").
3. **RENTAL.** The charge for rental of the Premises during the Term shall be One Dollar (\$1) annually ("Rent").

4. USE. The Premises shall be used by the Sheriff for policing services in accordance with the Policing Contract ("Use").
5. MAINTENANCE AND REPAIRS. Landlord shall be responsible for maintenance and repairs and replacements to the interior and exterior of the Premises, except if damage is caused by the Tenant's use of the Premises, then Tenant shall be responsible for such costs. Tenant shall be responsible for custodial cleaning of the Premises and shall keep the same in good and clean condition.
6. REAL ESTATE PROPERTY ASSESSMENTS AND UTILITIES. Landlord shall be responsible for the payment of any property tax assessments and utilities for the Premises which shall include gas, electricity, water and sewer. Tenant shall be responsible for payment of internet and phone services to the Premises.
7. PARKING. Tenant shall have use of the parking areas serving the Premises.
8. TERMINATION. This Lease shall terminate simultaneously upon the termination of the Policing Contract.
9. REMODELING, REDECORATING. Tenant may remodel or redecorate the Premises only with the Landlord's consent. Any and all remodeling and modification of the Premises shall be the sole responsibility of the Tenant, at its sole cost. Any remodeling and/or modification of the Premises shall comply with state and local code requirements and laws and must be approved by the appropriate governmental agencies. Such code compliance and approval shall be the sole responsibility of the Tenant. Any such remodeling or modification of the Premises which is permanently attached shall revert to the Landlord at the end of this Lease or any subsequent renewal unless said remodeling or modification is clearly severable personal property.
10. INSPECTIONS / PERMITS. Tenant will comply with all laws, rules, ordinances, zoning requirements, and other requirements relating to its occupancy, arrange for all necessary inspections and secure all necessary permits to assure the propriety and legality of the Tenant's Use of the Premises.
11. INSURANCE. The Landlord will carry insurance coverage on the Premises for risk of fire and malicious mischief risks. Tenants are self-insured and Landlord shall not be responsible for loss or damage to equipment, vehicles, or other property owned by Tenants located at the Premises. Tenant will maintain adequate insurance coverage for the Premises for Commercial General Liability including \$500,000.00 per person and \$1,000,000.00 per occurrence.
12. DAMAGE TO BUILDING. In the event the leased Premises are destroyed or rendered untenantable by fire, storm, earthquake or other casualty or cause, this Lease shall terminate and Landlord shall immediately provide suitable replacement space to the Sheriff, otherwise, the Sheriff shall use its main headquarters in Akron.

13. HAZARDOUS OR UNLAWFUL USE. Tenant shall not use or occupy any part of the Premises for hazardous, unlawful or improper purposes. All parties agree that they will not violate any local, state or federal laws in operation and Use of the Premises.

14. LANDLORD'S ACCESS. Landlord, including its agents, shall have access to the Premises upon twenty-four (24) hour advance notice to the Sheriff, except such notice is not required for an emergency where time for such notice is not possible.

15. MUTUAL RELEASE. The parties agree to release each other and not hold the other party liable for any claims or causes of action (including but not limited to negligence) of any kind or nature arising from this Agreement. No party shall indemnify the other party. The parties shall have all defenses and immunities available by law, including but not limited to Ohio Revised Code Chapter 2744. No employee or agent of the parties shall be deemed an employee or agent of the other party. The City of Green, the County and the Sheriff shall be responsible for their own employees and agents. This release survives the termination of this Agreement.

16. ASSIGNMENT OF LEASE. Tenant shall not assign this Lease without the prior written consent of the Landlord.

17. RETURN OF BUILDING AND PROPERTY. Tenant agrees to surrender the Premises at the termination of the Term in the same condition as when the Premises was accepted, ordinary wear excluded. In the event that damage beyond ordinary wear occurred, Tenant agrees to have said damage repaired or replaced to Landlord's satisfaction prior to Tenant's vacating the Premises.

18. TENANT'S PEACEFUL OCCUPANCY. Landlord covenants that so long as Tenant observes and keeps the covenants by said Tenant to be performed, that Tenant shall lawfully, peacefully and quietly hold and occupy said Premises during the Term without hindrance or interruption by Landlord.

19. EXECUTION. This Lease supersedes and replaces all other agreements related to the Premises and it contains the entire agreement between the parties. Landlord and its agents have not made any representations or promises except as expressly set forth herein. This Lease shall not be amended or modified except by the written consent of all parties. Electronic signatures made on behalf of the Tenant will have the same legal effect as handwritten signatures.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereby sign this Lease Agreement as of the date last signed and as set forth below:

CITY OF GREEN

Approved as to Correctness and Form:

By: _____
Rocco P. Yeargin, Its Mayor

By: _____
Lisa Carey Dean, Law Director

Date: _____

COUNTY OF SUMMIT, OHIO

Approved as to Correctness and Form:

By: _____
Ilene Shapiro, Executive
of Law and Risk Management

By: _____
Brian Harnak, Director Dept.

Date: _____

SHERIFF OF SUMMIT COUNTY, OHIO

By: _____
Kandy Fatheree, Sheriff

SWORN TO BEFORE ME AND SUBSCRIBED, Rocco P. Yeargin, as the Mayor of the City of Green, Ohio, personally appeared before me on this ____ day of _____, 2024.

Notary Public

Seal