

**COUNTY OF SUMMIT, OHIO
AND
SUMMIT SOIL AND WATER CONSERVATION DISTRICT**

**SUBLEASE OF SPACE LOCATED AT 1180 SOUTH MAIN STREET
AKRON, OHIO**

THIS SUBLEASE AGREEMENT (Sublease) is entered into as of the date of the County of Summit Executive's signature and is between the **COUNTY OF SUMMIT, OHIO**, hereafter referred to as (Landlord), having its relevant place of business located at 175 S. High St., 8th Fl., Akron, Ohio 44308 and the **SUMMIT SOIL AND WATER CONSERVATION DISTRICT**, hereafter referred to as (Tenant), having its principal place of business located at 1180 South Main Street, 2nd Fl., Akron, Ohio 44301.

Whereas, Landlord is the lessee of certain real property located at 1180 S. Main St., Akron, Ohio 44301 (Property), pursuant to a certain lease agreement dated November 24, 2014, with Akron Phoenix Development Company (Owner); and

In consideration of the covenants and agreements hereinafter set forth to be performed by the parties, Landlord agrees to sublease the following described premises (Premises) to Tenant on the terms and conditions as set forth in this Sublease.

Premises shall consist of approximately 1,891 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 beginning date of the Term, in Section 1 below. Premises are depicted on Exhibit A, attached hereto and incorporated herein by reference, and identified as rooms 230, 231, 232, 233, 234 and 235.

In addition to the Premises, Tenant shall have access to all public areas of the Property, the restrooms, training/conference room located on the 2nd floor, exercise room and lunchroom located on the 3rd floor, and loading docks and dock storage area on the 1st floor. Other training/conference areas may be available upon request and availability.

1. **TERM AND TERMINATION.** This Sublease shall be for a period of 5 years commencing on March 1, 2026 and terminating on February 28, 2031 (Term). The Term may be renewed for two additional five-year terms subject to renegotiation of rent. Either party may terminate this Sublease, for any reason, upon 180 days written notice to the other party. Upon termination of this Sublease, Tenant agrees to surrender Premises in the same condition absent ordinary wear and tear.

2. RENT. Tenant shall pay rent as follows:

1,891 sq ft	Quarterly	Total	Δ
March 1, 2026- Feb 28, 2027	\$12,868.26	\$51,473.04	
March 1, 2027- Feb 29, 2028	\$12,996.94	\$51,987.76	1%
March 1, 2028- Feb 28, 2029	\$13,126.91	\$52,507.64	1%
March 1, 2029- Feb 28, 2030	\$13,258.18	\$53,032.71	1%
March 1, 2030- Feb 28, 2031	\$13,390.76	\$53,563.04	1%
Total		\$262,564.19	

Landlord shall invoice Tenant for said installments each quarter. The total amount will be \$262,564.19. Landlord shall provide the following additional services listed in Exhibit B at no additional cost to the Tenant.

3. USE AND REMODELING. The Premises shall be used by Tenant for office space for its operation of its business (Use). Tenant shall use and occupy the Premises in a safe, careful and proper manner in compliance with all ordinances, regulations, and laws. Any alteration or remodeling of the Premises shall be done, at the Tenant's expense after prior written consent of the Landlord and Owner.

4. MAINTENANCE. Pursuant to the Lease Landlord has with Owner, Owner is to provide all custodial services, cleaning, maintenance and repair for the Property to Landlord and its subtenants. Tenant shall address issues of maintenance with Landlord.

6. BUILDING SECURITY. Landlord shall be responsible for building security. Landlord shall provide Tenant all necessary keys, badges and/or access cards (access items) to access Premises, at no additional cost to Tenant for the initial provision of access items. Tenant shall inform employees and/or agents possessing access items to promptly report any lost or stolen access items, and in turn, Tenant shall promptly report lost or stolen access items to Landlord. Landlord may charge a reasonable replacement fee for lost or stolen access items.

7. INSPECTIONS / PERMITS. Tenant will comply with all laws, rules, ordinances, zoning requirements and other requirements relating to the occupancy of buildings, arrange for all necessary inspections and secure all necessary permits to assure the propriety and legality of the Tenant's Use of the Premises.

8. INSURANCE. Landlord will carry insurance coverage on the Premises for Comprehensive and General Liability. Tenant shall be responsible for insurance coverage of personal property located on the Premises and personal injury.

9. TAXES. Landlord will be responsible for payment of any property taxes.

10. DAMAGE TO BUILDING. In the event the subleased Premises are destroyed or rendered untenable by fire, storm, earthquake or other casualty, this Sublease shall terminate. The rental and other expense items shall be prorated between Landlord and Tenant up to the time

of such damage or destruction of said Premises. Should only a part of the subleased Premises thereby be rendered untenable for a period of thirty (30) days or more, the Rent shall abate in the proportion which the damaged part bears to the whole subleased Premises.

11. LANDLORD'S ACCESS. Landlord, including its agents, shall have free access to the Premises at any time for any purpose with twenty-four (24) hour advance notice to the Tenant, except such notice is not required for an emergency where time for such notice is not possible.

12. ASSIGNMENT AND MODIFICATION. Tenant may not assign this Sublease or sublet the Premises or any part thereof. This Sublease shall not be modified unless in writing and agreed to by the parties.

13. NOTICE. Any notice required under this Sublease shall be given in writing to the other at the following addresses:

Brian Prunty, CPSWQ, CPESC
District Program Administrator
Summit Soil and Water Conservation
District
1180 S. Main Street, Suite 230
Akron, OH 44301
330-926-2448
bprunty@summitoh.net

Brian Harnak
Director of Law and Risk Management
County of Summit
175 S. Main Street
Akron, Ohio 44308
330-643-8052
dmatz@summitoh.net

(End of text. Execution on following page.)

IN WITNESS WHEREOF, the parties hereby sign this Sublease Agreement as of the date set forth above:

"TENANT"
SUMMIT SOIL AND WATER CONSERVATION DISTRICT

By:
Title:

"LANDLORD"
COUNTY OF SUMMIT, OHIO

By: Ilene Shapiro, Executive

STATE OF OHIO)
) ss:
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County and State, personally appeared _____ on behalf of Ilene Shapiro, who acknowledged that he/she did sign the foregoing instrument on behalf of the County of Summit, Ohio, in his/her official capacity as its Executive and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this ____ day of _____, 2026.

Notary Public

APPROVED AS TO FORM:

Brian Harnak
Director, Department of Law, Insurance
and Risk Management

EXHIBIT A

PREMISES

RECORDS
CENTER

SOIL AND
WATER

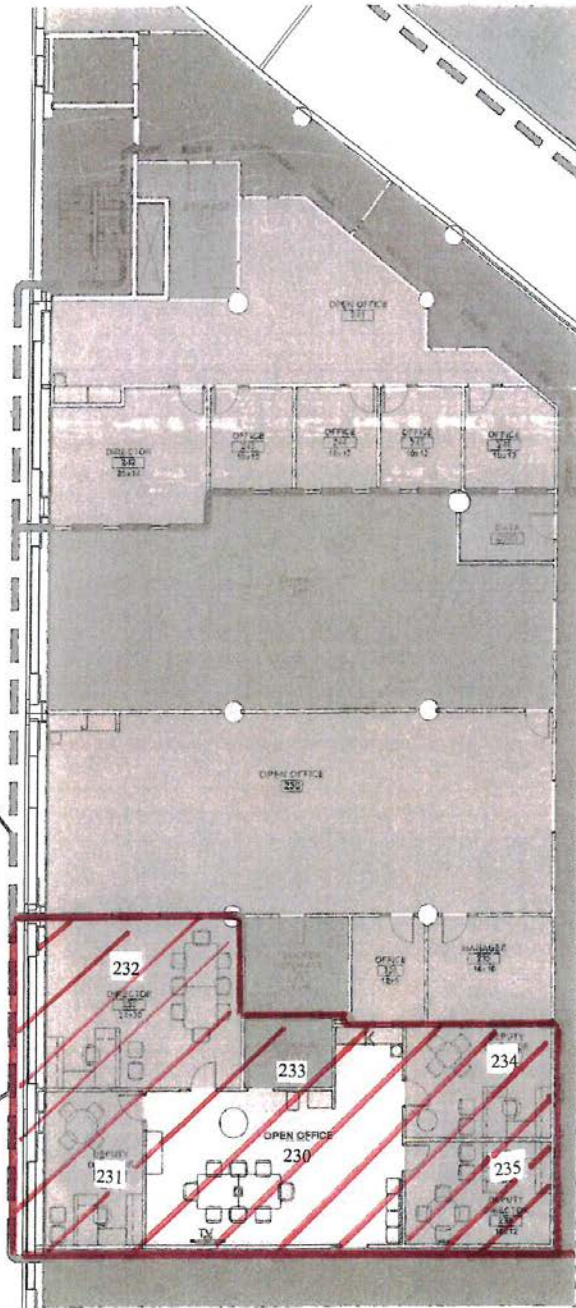


EXHIBIT B

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.

