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EXHIBIT B

LEASE AGREEMENT

between the

COUNTY OF SUMMIT, OHIO

and

ARCHBISHOP HOBAN HIGH SCHOOL, INC.

for

LEASE OF SPACE

at

SUMMIT COUNTY CHILDREN SERVICES

located at 264 South Arlington Street Akron, Ohio

THIS LEASE AGREEMENT ("Lease") is entered into at Akron, Ohio as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY OF SUMMIT, OHIO, an Ohio charter county, hereafter referred to as the "Landlord", having its principal place of business located at 175 S. Main Street, Executive's Office, Akron, Ohio 44308, as duly authorized by Resolution No. 2016-\_\_\_\_\_, adopted on \_\_\_\_\_, 2016, on behalf of SUMMIT COUNTY CHILDREN SERVICES and ARCHBISHOP HOBAN HIGH SCHOOL, INC., hereinafter referred to as "Tenant", having its principal place of business located at One Holy Cross Blvd. Akron, Ohio 44306.

WITNESSETH:

WHEREAS, on behalf of Summit County Children Services, ("SCCS"), Landlord desires to lease the Premises (as hereinafter defined) to Tenant and Tenant desires to lease said Premises from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements to be performed by the parties and intending to be legally bound, Landlord and Tenant mutually agree as follows:

1. PREMISES. "Premises" shall consist of a certain portion of the Premises in which the County has an ownership interest, Parcel No. 6762904, located at 264 South Arlington Street, Akron, Ohio 44306 and designated as:

Vacant land measuring approximately 181.94 feet by 81.73 feet and comprising approximately 0.34 acres, located at the corner of Black Street and Edge Street in the City of Akron, Ohio as depicted on Exhibit "A," which is attached hereto and incorporated herein by reference.

2. TERM. This Lease shall commence on December 1, 2016 and terminate on November 30, 2021 ("Term") unless sooner terminated as provided herein. The Lease may be renewed for one (1) additional five-year term upon the written consent of the parties.

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3. RENTAL. The charge for rental of the Premises shall be \$1.00 annually, payable immediately upon the execution of the Lease. Rent shall be sent to:

Tim Greathouse  
County of Summit, Ohio  
Department of Finance and Budget  
175 S. Main St., 7<sup>th</sup> Floor  
Akron, Ohio 44308

4. USE.

(i) The Premises shall be used solely for the express purpose of a parking lot associated with Tenant's athletic facilities located on nearby parcels of land.

(ii) Tenant shall use and occupy the Premises in a safe, careful and proper manner in compliance with all federal, State of Ohio, County of Summit and City of Akron ordinances, regulations and laws.

(iii) Landlord will not use or allow the Premises to be used for any purposes except as provided in this paragraph and Tenant will not permit the Premises to be used for any unlawful purpose or in any way that will injure the reputation of the Landlord nor permit the Premises to be occupied by any other person.

(iv) In the event Tenant's use of the Premises causes an increase upon the insurance rates upon the Premises, Tenant agrees to pay as additional rent such premium increase.

5. MAINTENANCE. Tenant shall be responsible for all other maintenance and repairs to the Premises. Tenant shall promptly pay Landlord upon demand the amounts owed for damage caused by Tenant's occupancy and/or use of the Premises or related to Tenant's guests and/or business invitees.

6. RIGHTS RESERVED BY LANDLORD. In addition to all rights and remedies granted by law and equity and as provided in this Lease, Landlord has the following rights:

(i) To enter during the last ninety (90) days of the term upon 24 hours notice to Tenant for the purpose of altering, remodeling, repairing, renovating, or otherwise preparing said Premises for reletting; using all reasonable means not to disturb Tenant's use of said Premises.

(ii) To enter said Premises at all reasonable times (1) to make any inspections, repairs, alterations, improvements, or additions to said Premises at Landlord's sole discretion; (2) to exhibit said Premises to others during the last 6 months of the Term hereunder, and (3) for any purpose whatsoever, related to the safety, protection, preservation or improvement of said Premises.

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(iii) At any time Landlord shall have the right to make repairs, alterations or improvements in or to the Premises.

(iv) Throughout the term of this Lease and any extension, Tenant shall protect, indemnify, defend and hold harmless SCCS and the Landlord from and against any and all liability to third parties incurred by any act or neglect of the Tenant, or any of its agents, servants, guests or employees, in, on, or about Premises.

7. TERMINATION/RENEWAL. This Lease shall be terminated at the expiration of the Term or earlier upon a default as provided herein. If Tenant continues to occupy the Premises after the termination and without a renewal term or the prior written approval of the Landlord, then Lease shall be deemed month to month, at the then current rent.

8. ALTERATIONS. Tenant shall not make any alterations or additions to the Premises, including signage, without first obtaining Landlord's and SCCS's prior written consent which may be withheld at Landlord's and SCCS's sole discretion. Tenant agrees not to permit the filing of any mechanic's liens. Any such alterations or additions to the Premises shall include the construction of a parking facility of gravel, asphalt, concrete, or other material approved by Landlord and SCCS; as well as effective parking barriers adjacent to the fence line located at the edge of the Premises so as to prevent any disturbance to a nearby playground operated by SCCS. Alterations shall be made at Tenant's expense. Any such alterations or additions to the Premises shall revert to the Landlord at the end of this Lease or any subsequent renewal.

9. INSPECTIONS / PERMITS. Tenant will comply with all federal, State of Ohio, County of Summit and City of Akron laws, rules, ordinances, zoning requirements and other requirements relating to the occupancy of the Premises and secure all necessary permits to assure the propriety and legality of the Tenant's Use of the Premises. Landlord will permit the posting of all signs required by law.

10. INSURANCE.

A. Tenant's Insurance. Tenant shall obtain insurance of the types and amounts described below and provide to Landlord on or before the first date of Term of this Lease, written proof of compliance with the insurance requirements described below, including if requested by Landlord, certified copies of all insurance policies; Landlord may request such written proof or certified copies from time to time as determined in its sole discretion.

(i) General Liability insurance with limits of liability not less than \$2,000,000 each occurrence and \$4,000,000 in the aggregate, on account of Bodily Injury, including death, Personal Injury, and Property Damage, including products and completed operations, and liability assumed under contract. Such insurance shall include a minimum limit of liability of \$500,000 for damage to premises rented to Tenant, also known as fire legal liability coverage.

(ii) Worker's Compensation insurance as statutorily required.

- (iii) Employers Liability insurance with limits of liability of not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (iv) Commercial Auto Liability insurance with limits of liability of not less than \$1,000,000, combined single limit bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos, and shall include contractual liability coverage.
- (v) Tenant's insurance requirements in Sections 11.A.(i), (iii), and (iv) may be satisfied by the purchase of a combination of primary, excess and/or umbrella insurance.
- (vi) Tenant may, at its option, purchase business income, business interruption, extra expense or similar coverage, and may, at its option, purchase insurance to cover its personal property, including without limitation Tenant's equipment, contents, and fixtures. In no event shall Landlord or SCCS be liable for any business interruption or other consequential loss sustained by Tenant, nor for any damage to or loss of personal property sustained by Tenant, whether or not such business interruption, consequential loss, or damage to or loss of personal property is insured, even if such interruption, loss or damage is caused by the negligence of Landlord, its employees, officers, directors, or agents.
- (vii) Except for Workers' Compensation insurance, all insurance required of Tenant hereunder shall be endorsed to provide, and all insurance certificates shall include the statement, that the insurance covered by the certificate shall not be cancelled, materially altered or non-renewed without not fewer than thirty (30) days prior written notice to Landlord and SCCS.
- (viii) Landlord and SCCS shall be included as an additional insureds under Tenant's Commercial General Liability, using Insurance Services Organization ("ISO") additional insured endorsement CG 20 11 or a substitute form providing equivalent coverage, and under Tenant's Commercial Umbrella policy, if any; this Commercial General Liability and Commercial Umbrella insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Landlord. There shall be no endorsement or modification of the Commercial General Liability or Commercial Umbrella to make either policy excess over other available insurance, it being understood that any liability insurance of Landlord and SCCS, if any, shall be non-contributing.
- (ix) If Tenant's liability insurance policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- (x) Upon the renewal or holdover of Tenant in the Premises, and not more than ten (10) days after the commencement of such renewal period or holdover period, Tenant shall provide Landlord with written proof of compliance with the insurance requirements set forth in this lease.

B. Landlord's Insurance. Landlord shall maintain for the Term of this Lease Commercial Property insurance covering damage or loss to the Premises due to or arising from fire, lightning, explosion, windstorm or hail, smoke, riot or civil commotion, vandalism, sprinkler

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leakage, or malicious mischief. Landlord shall provide to Tenant upon written request from Tenant written proof of such Commercial Property insurance.

C. General Insurance Requirements.

(i) All insurance purchased by Landlord and Tenant as required by this Lease shall be purchased from insurers licensed and admitted in the State of Ohio and whose AM Best rating shall be "A-" or better, and Financial Size Category VIII, or higher.

(ii) Tenant shall be responsible for any deductibles or retentions existing within the insurance purchased by it. Landlord shall be responsible for any deductibles or retentions existing within the insurance purchased by it.

(iii) Landlord and Tenant, for themselves and on behalf of their respective insurers, do hereby waive any recovery of damages against each other (including their employees, officers, directors, elected or appointed officials, agents, or representatives) for loss or damage to the Premises, Tenant's improvements, and betterments, fixtures, equipment, and any other personal property of the parties to the extent covered by the parties' respective Commercial Property insurance, or which could have been covered by Commercial Property insurance reasonably available at the date of commencement of the Lease, including that coverage available under an ISO Special Causes of Loss coverage form. If the Commercial Property insurance purchased by Landlord and/or Tenant as required herein does not allow the insured to waive rights of recovery against others prior to loss, each party shall cause its insurance policy to be endorsed with a waiver of subrogation as required herein.

(iv) If Tenant fails to maintain the insurance as required herein, Landlord shall have the right but not the obligation to purchase said insurance at Tenant's expense.

(v) Tenant's failure to maintain the required insurance may result in termination of this lease at Landlord's option.

(vi) By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in this lease.

11. DAMAGE TO PREMISES. In the event the leased Premises are destroyed or rendered untenantable by fire, storm, earthquake or other casualty, this Lease 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 leased Premises thereby be rendered untenantable for a period of thirty (30) days or more, the Rent shall abate in the proportion which the damaged part bears to the whole leased Premises. At Landlord's option, such part so damaged may be restored by Landlord after which the full Rent shall recommence and the Lease shall continue according to its terms. Should the Premises be rendered partially untenantable, the Tenant and Landlord shall negotiate occupancy for the remainder of the Lease term or either party may terminate the Lease upon written notice to the other.

12. HAZARDOUS OR UNLAWFUL USE. Tenant shall not use or occupy any part of the Premises for hazardous, unlawful or improper purposes. Tenant shall not bring any hazardous substances into the Premises nor allow any storage or dumping of any hazardous substances. All parties agree that they will not violate any local, state or federal laws in operation and Use of the Premises and if a violation of this provision occurs, Tenant shall reimburse Landlord upon demand any costs incurred.

13. LANDLORD'S ACCESS. Landlord, including its agents, shall have free access to the Premises at any time for any purpose within 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.

14. LANDLORD HELD HARMLESS. Neither SCCS nor Landlord shall in any way be liable for any loss, expenses or damage to Tenant's property, property of others, personal injury or any other type of liability of any kind or nature occurring in, on or about the Premises or parking areas or related to Tenant's use or occupancy of the Premises no matter what the cause including but not limited to any damage caused by any structural failure or collapses, bursting or leaking plumbing (including on adjacent properties), gas, water, steam, pipes or conduits, water outlets, and/or sewers. Tenant will release, indemnify, defend and hold harmless SCCS and the Landlord and its agents from any and all liability, claims, losses, expenses, damages, or causes of action arising out of the use, possession, occupancy or operation of the Premises or parking areas. Tenant will pay all reasonable attorneys' fees for SCCS' and the Landlord's selection and use of outside legal counsel. This indemnification will survive the termination of this Lease.

15. ASSIGNMENT OF LEASE. Tenant shall not assign this Lease or sublet the Premises or any part thereof, without the prior written consent of SCCS and the Landlord which may be withheld at Landlord's and SCCS' discretion.

16. RETURN OF PREMISES. 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 SCCS' and Landlord's satisfaction prior to Tenant's vacating the Premises. Upon Tenant's failure to make such repairs or replacements, Landlord shall cause such work to be completed and Tenant shall be responsible for such costs. Any of Tenant's property not removed within ten (10) days after the termination of this Lease 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 thereto by Tenant. Tenant shall pay the Landlord for any costs incurred by Landlord for such removal or disposal.

17. NOTICE

Any notice required hereunder shall be sent to the parties at the following addresses:

\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County of Summit, Ohio  
Attention: Director, Department of Law, Insurance  
and Risk Management  
175 South Main Street, 8th Floor  
Akron, Ohio 44308

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Summit County Children Services  
Attention: Julie Barnes, Executive Director  
264 South Arlington Street  
Akron, Ohio 44306

18. EVENTS OF DEFAULT

The occurrence of any one of the following events shall constitute a default under this Lease:

- (i) Tenant fails to pay within sixty (60) days any rent or additional rent required under this Lease or any other sum of money when due under this Lease, time being of the essence;
- (ii) Tenant's use or occupancy of the Premises disrupts or interferes with the nearby facilities, including, but not limited to, the playground, operated by SCCS;
- (iii) Tenant assigns or subleases the Lease;
- (iv) Tenant fails to maintain the insurance as required in the Lease;
- (v) Tenant abandons the Premises;
- (vi) Any execution, attachment or other order of court shall be issued upon or against the interest of Tenant in this Lease and shall continue for a period of thirty (30) days after notice;
- (vii) Any voluntary or involuntary petition for Bankruptcy filed by Tenant;
- (viii) Tenant dissolves or reorganizes; or
- (ix) Tenant fails to perform any of its obligations under this Lease. If Tenant defaults in any monetary obligation, Landlord may terminate the Lease immediately. If the Tenant defaults in any non-monetary default, then Tenant must cure such default within ten (10) days of notice of such default otherwise Landlord may terminate the Lease after the ten (10) day notice is provided.

19. REMEDIES OF LANDLORD

Upon the occurrence of any default by Tenant, Landlord shall have any or all of the following rights and remedies in addition to those rights and remedies at law or in equity. All remedies shall be cumulative and nonexclusive.

- (i) Landlord shall have the right, but is not obligated, to cure any such default on behalf of Tenant, in which event Tenant shall pay to Landlord, as additional rent, all costs and expenses

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incurred by Landlord in curing such default, including reasonable attorneys' fees, together with the next monthly installment of Rent.

(ii) Landlord may terminate this Lease immediately upon notice of such termination to Tenant. Upon termination of this Lease, the Landlord shall have the right to accelerate Rent and demand immediately all amounts due for the remainder of the Term and all other amounts due or owing to the Landlord. Landlord agrees to use its best efforts to re-let the Premises to mitigate the amount paid by Tenant for the accelerated Rent.

(iii) Landlord may reenter the Premises by force, without liability to prosecution or action therefor, and may distrain for rent and/or relet the Premises, as agent of Tenant, for any unexpired portion of the term and receive the rent and other payments therefor. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless written notice of such intention shall be given to Tenant or unless the termination has been decreed finally by a court of competent jurisdiction. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

(iv) Whether or not Landlord elects to reenter, as provided in Section 8(iii) or to take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease and accelerate all rentals due under this Lease, or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and relet said Premises or any part thereof upon such term or terms (which may be for a period extending beyond the term of this Lease) and at such rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each reletting, all rentals received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and costs of alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future rent as same may become due and payable hereunder. If the rentals received from reletting during any month are less than rent and other sums to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord.

20. RULES AND REGULATIONS: Tenant and Tenant's agents, employees, and invitees shall faithfully observe and strictly comply with any reasonable rules and regulations as Landlord may adopt.

21. WAIVERS. No waiver of any default and breach of the Lease shall be held to be a waiver of any other default and breach.

22. AUTHORIZATION: The parties signing this Lease represent and warrant that they are authorized to enter into this Lease and bind their respective entities to the terms and conditions of the Lease.





**"LANDLORD"  
COUNTY OF SUMMIT, OHIO**

By: \_\_\_\_\_

Ilene Shapiro

Title: Executive

Dated: \_\_\_\_\_, 2016

STATE OF OHIO    )  
                          ) ss:  
SUMMIT COUNTY    )

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deborah S. Matz  
Director, Department of Law, Insurance and  
Risk Management

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SUMMIT COUNTY CHILDREN SERVICES

Julie Barnes 10CT 19 2016  
Julie Barnes, M.Ed, LSW Date  
Executive Director

STATE OF OHIO )  
                          ) ss:  
SUMMIT COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared Julie Barnes, who acknowledged that she did sign the foregoing instrument on behalf of Summit County Children Services, in her official capacity as its Executive Director and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this 19<sup>th</sup> day of October, 2016.

Elizabeth A. Lowe  
Elizabeth A. Lowe  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Expires: 9/30/17  
Notary Public

APPROVED AS TO FORM:

Katerina C. Papas  
Katerina C. Papas Date  
Deputy Executive Director, General Counsel

Ansley R. Callanan 10 19 2016  
Ansley R. Callanan Date  
Legal Counsel/Risk Management Officer