

## **LEASE**

This Lease Agreement (“Lease”) is made by and between the **BOARD OF EDUCATION OF THE NORTH ROYALTON CITY SCHOOL DISTRICT**, 6579 Royalton Road, North Royalton, OH 44133 (hereafter referred to as the “LESSOR”), and the **CITY OF NORTH ROYALTON**, 14600 State Rd North Royalton, Ohio 44133 (hereafter referred to as “LESSEE”).

**WHEREAS**, the LESSOR has found and determined that a portion of the former Royal View elementary school is not needed at this time for public school purposes of the Board; and

**WHEREAS**, the LESSEE desires to lease a portion of said property from the LESSOR, subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the Premises and the mutual promises of the parties contained herein, the parties hereby agree as follows:

### **Article I Description**

- 1.1 The LESSOR hereby leases and LESSEE hereby agrees to lease the following property (the “Premises”): (i) approximately Nine Thousand (9,000) square feet of interior space, (ii) the gym (iii) with an undetermined amount of the adjoining exterior grounds to allow for outside seating and gathering space not to exceed Two Thousand (2,000) square feet all as noted on Exhibit 1 attached hereto and incorporated by reference herein, together with the right to use common areas of the building, parking lot, and driveway. It is the intention of the Lessee to use the leased premises as a senior center. Significant renovation is required to convert the Premises into a senior center. This lease is voidable until December 31, 2025 by the City if City Council elects not to renovate the Premises, all at city expense, with a general contractor based upon plans pre-approved by Lessor. It is understood by the City that the Lessor does not plan any capital improvements to Royal View School.
  - 1.1.1 Address and legal description or area attached as Exhibit 1.
- 1.2 The Premises shall be provided to LESSEE at the beginning of the term in “AS IS” condition, including fixtures and furniture in and about the Premises.
- 1.3 The Premises shall be used and occupied by LESSEE for the purpose of operating a senior center for the benefit of the citizens of the community.

### **Article 2 Rent**

- 2.1 In consideration for the leased premises on the terms set forth herein, Lessee agrees that, during the term of the lease, the Mayor shall have authority to waive building fees and charges of up to but not to exceed Ten Thousand Dollars (\$10,000), annually, which otherwise would be chargeable to Lessor, for any building or renovation project of Lessor. This waiver shall not extend to any fees for plan review or other charges to third parties that represent advances made by the City which shall remain fully reimbursable to the City. Furthermore, in the event that for any reason the Lessor exercise its right under the lease

to terminate the lease unilaterally, then such fees previously waived shall be fully repaid to the City within thirty (30) days of the City's vacation of the leased premises

### **Article 3**

#### **Term**

- 3.1 The term of this Lease shall be for a twenty-five (25) year term commencing January 1, 2024, and ending December 31, 2049. Thereafter, the Lease shall automatically renew for successive one-year terms unless either party gives the other party written notice of its intent not to renew the Lease at least ninety (90) days prior to the expiration of the then-current term.

### **Article 4**

#### **Termination**

- 4.1 In the event this Lease is terminated by LESSOR for default in accordance with Article 19 or it is needed for school district purposes, LESSEE shall peacefully and quietly yield up and surrender the Premises to the LESSOR and remain liable to LESSOR for all losses, liabilities and damages sustained by reason of or occurring during LESSEE' tenancy, save and except for ordinary and customary wear and tear
- 4.3 Upon termination of the Lease, LESSEE shall remove all personal property, signage and moveable fixtures placed on the Premises by LESSEE and restore the Premises to the condition comparable to that at the beginning date of this Lease, the renovations and improvements save and except for ordinary and customary wear and tear. LESSEE shall have no claim against the LESSOR for the value of any unexpired term of the Lease, nor any costs related to the removals referred to in this paragraph. In any such event, LESSEE shall peacefully and quietly yield up and surrender the Premises to the LESSOR and remain liable to the LESSOR for all losses, liabilities and damages sustained by reason of or occurring during LESSEE' tenancy, excluding future rental payments after the date of termination.

### **Article 5**

#### **Occupancy/Improvements**

- 5.1 The LESSOR hereby acknowledges that occupancy of the Premises will be granted upon the first day of the term of this Lease. Lessor acknowledges that in expectation of the required construction and renovation work necessary for the transformation of the leased premises to serve as a senior center, Lessee and its agents and representatives will need access to the leased premises in the months preceding the beginning of the term to inspect and prepare the necessary plans for the renovation to be made and Lessor agrees to make the premises available for those purposes during Lessor's custodians regular hours Lessor will provide notice to Lessee if it has to make any emergency capital improvements.
- 5.2 It is understood and agreed that upon taking occupancy, LESSEE may commence making the necessary renovations and improvements to suit its purposes of use. Such improvements shall be subject to the prior written approval of the LESSOR, whose approval shall not be unreasonably withheld. LESSEE shall be responsible for the costs of these improvements. The LESSEE acknowledges that it is responsible for preparing and maintaining the Premises in such a manner so as to comply with all local, state and national

laws, rules and regulations applicable to LESSEE' use of the Premises except as may otherwise be expressly provided herein.

- 5.3 LESSEE shall not alter or improve the Premises without prior written consent of the LESSOR. Any and all alterations, additions, improvements, and fixtures made or placed in or on said Premises shall on expiration or termination of this Lease belong to LESSOR without compensation to LESSEE unless otherwise agreed to in writing executed by both parties. However, in the event the Lessor needs the Premises for School District purposes, it will pay to the Lessee the present value of the improvements made by the Lessee using a straight-line depreciation method. Any such alterations or improvements shall comply with the building code and zoning code then in effect for the Premises and shall be constructed by competent contractors with experience working on historical buildings.
- 5.4 All Contracts entered into for any improvements by LESSEE shall name LESSOR as a third-party beneficiary of such contracts. All such contracts shall ensure that all contractors and subcontractors performing work within the Premises shall carry an appropriate amount of general, liability, workers' compensation and auto insurance with minimum limits acceptable to LESSOR. All applicable warranties shall be transferred to LESSOR upon termination or expiration of this Lease.

**Article 6  
Utilities and Services**

- 6.1 As LESSEE is leasing only a portion of the building but will be the primary user as the Landord is using the facility primarily for storage, LESSEE shall reimburse LESSOR for the cost of water, sewer, electricity, and heat that LESSEE or LESSEE's invitees use at the Premises on a quarterly basis. in an amount that reflects the increase costs associated with the Lessee's use or in an amount agreed upon by the parties.

**Article 7  
Parking**

- 7.1 LESSEE employees, visitors and business invitees shall have access to and use of the Building parking lots.

**Article 8  
Custodial, Maintenance and Repair**

- 8.1 LESSEE acknowledges that it is accepting the Premises in "AS IS" condition. LESSEE acknowledges that it has examined the Premises and that said Premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, and/or all other items provided by LESSOR are all in good working order and suitable for LESSEE use of the Premises, and LESSEE shall maintain all such items in the same condition at its expense.
- 8.2 LESSEE agrees to keep the Premises in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the Premises damaged by LESSEE, its employees, guests and/or invitees, except as provided by law; the LESSEE' cost and expense of repairing and/or replacing such damaged portion(s) of the Premises shall not be limited. Prior to LESSEE performing any such repairs, LESSEE shall seek and obtain the written consent of the LESSOR.

- 8.3 At the termination of this Lease, the Premises shall be returned to LESSOR in clean and good condition except for reasonable wear and tear and improvements, and the Premises shall be free of all personal property and trash not belonging to LESSOR. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the Premises, do not constitute reasonable wear and tear.
- 8.4 LESSEE shall not, without first notifying the LESSOR in writing, abandon the Premises, or allow the Premises to become vacant or deserted.
- 8.5 LESSEE shall observe and comply with the rules and regulations issued by LESSOR from time to time with respect to the use, safety, care and cleanliness of the Building.
- 8.6 LESSEE shall further be responsible for the following:
- 8.6.1 Maintenance of the access and sidewalks to the Premises, including snow and ice removal during the winter.
- 8.6.2 Cleaning and waste disposal of the Premises. LESSEE and LESSOR may separately agree upon an additional fee for custodial services to be provided by LESSOR of the Premises. Any such agreement shall incorporate the terms of this Lease as if fully restated.
- 8.7 LESSOR shall be responsible for the following:
- 8.7.1 Cleaning the building and disposal of waste in the remainder of the building not constituting the Premises.
- 8.7.2 Interior maintenance of the electrical systems, HVAC, phones, security systems, and computer systems and floor coverings not addressed in paragraph 8.1 above.
- 8.7.3 Complete responsibility for all maintenance and repairs, except as provided herein.
- 8.7.4 Lawncare and maintenance and snow removal except as provided in Section 8.6.
- 8.7.5 Maintenance and repairs of the parking lot and entrance drive
- 8.7.6 Maintenance and repairs to the roof, walls and structural integrity of the building
- 8.7.7 LESSOR shall consult with LESSEE over any major repairs as to the impact such repairs may have on the historic nature of the building.

**Article 9**  
**Waste**

- 9.1 LESSEE shall not commit or suffer to be committed any waste on the Premises nor maintain, commit or permit the maintenance or commission of any nuisance on the Premises or use the Premises for any unlawful purpose.
- 9.2 In the event any act of LESSEE, its employees, agents, or invitees, causes damage to the Premises, the LESSOR shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs for repairs or corrections shall be payable by LESSEE to the LESSOR.

- 9.3 LESSEE shall not do or suffer anything to be done on the Premises which will cause an increase in the rate of insurance on the Building, or which will cause a violation of any zoning, building or other laws or regulations.

**Article 10**  
**Inspection/Emergency Maintenance**

- 10.1 LESSEE shall permit the LESSOR and its agents to enter into and on the Premises at all reasonable times for the purpose of inspection of the same, provided that the LESSOR provides LESSEE with a 24-hour notice. The LESSOR shall have immediate access to the Premises should emergency security, repairs or maintenance issues arise.

**Article 11**  
**Condemnation**

- 11.1 If during the term of this Lease or any extension thereof, all or any part of the Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of taking of said Premises by the condemning authority.

**Article 12**  
**Jurisdiction, Venue and Governing Law**

- 12.1 The Parties agree to jurisdiction in Ohio in connection with any dispute between them arising out of this Lease and venue for any such dispute to be in the state courts sitting in Cuyahoga County. This Lease shall be governed by and construed in accordance with laws of the state of Ohio.

**Article 13**  
**Indemnity & Insurance**

- 13.1 LESSEE shall maintain, with responsible insurance companies reasonably acceptable to LESSOR, insurance in respect to this Lease and the Premises in the following amounts for any one accident or occurrence: (a) commercial general liability insurance with limits for property damage claims not less than \$100,000 and limits for personal injury or death not less than \$1,000,000 per person and \$1,000,000 per occurrence; and (b) casualty insurance insuring LESSEE against loss or damage to its equipment and other personal property in the Premises by fire and all other casualties usually covered under an "all risk" policy of casualty insurance. The policies described herein shall name LESSOR as an additional insured. LESSEE shall furnish the LESSOR with proof of all such insurance prior to the Commencement Date, and upon demand of the LESSOR. LESSOR shall maintain, at its sole cost and expense, commercial general liability insurance with limits for property damage claims of not less than \$100,000 and limits for personal injury or death not less than \$1,000,000 per person and \$1,000,000 per occurrence. In the event of an occurrence coverable under LESSEE's general liability insurance policy, the Parties hereby agree that each Party shall look first to the LESSEE's general liability insurance policy. In such case, LESSEE shall pay the full amount of the claim until the limits of its general insurance policy are exhausted prior to the LESSOR's general liability insurance contribution to the

claimed loss. LESSEE shall maintain workers compensation coverage on all its employees working at the Premises.

- 13.2 In any event of loss or damage to the Building, the Premises and/or any contents, each Party shall look first to any insurance in its favor before making any claim against the other Party; and, to the extent possible without additional cost, each Party shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance, and each Party, to the extent permitted, for itself and its insurers waives all insured claims against the other Party.
- 13.3 City & School, as Ohio political subdivisions, do not indemnify any person or entity, and agree that no provision of this Agreement may be interpreted to obligate either to indemnify or defend the other or any other person or entity. In the event of a legal claim relating to Royal View Elementary School, the parties will meet and determine which entity or insurance carrier is best positioned (information as to the underlying facts) to provide a joint defense or whether each party must defend the action independently.

**Article 14**  
**Notice**

- 14.1 All notices to the LESSOR shall be directed to:

North Royalton City School District Board of Education  
Attn: Superintendent  
6579 Royalton Road  
North Royalton, OH 44133

- 14.2 All notices to LESSEE shall be directed to:

City of North Royalton  
Attn: Mayor  
14600 State Rd.  
North Royalton, Ohio 44133

**Article 15**  
**Amendment & Prior Agreements**

- 15.1 This Lease contains the complete understanding of the Parties with respect to the subject matter herein and may only be modified or amended by a writing signed by both parties.

**Article 16**  
**Compliance with Laws**

- 16.1 In performing their obligations under this Lease, the Parties shall comply with all applicable state and federal laws and regulations, state executive orders and shall not lawfully discriminate against any employee or student on the basis of race, sex, religion, disability, national origin or veteran status.

**Article 17**  
**Counterparts: Facsimile Signatures**

- 17.1 This Lease may be executed in multiple counterparts, all of which shall be originals and which taken together shall constitute a single lease between the Parties. For the purpose of interpretation, facsimile signatures shall be equivalent to original signatures.

**Article 18**  
**Waiver and Force Majeure**

- 18.1 No waiver by the Parties hereto of any default or breach of any Article or provision of this Lease shall be deemed to be waiver of any other breach of the same or any other Article or provision contained herein. Neither Party shall be required to perform any Article or provision in this Lease so long as such performance is delayed or prevented by acts of God, strikes, lockouts, or other labor restrictions, material shortages, any governmental authorities, civil riot, floods, and any other cause not reasonably within the control of either Party and of which by the exercise of due diligence either Party is unable wholly or in part to prevent or overcome. If the LESSOR shall convey title to the Premises pursuant to a sale or exchange of property the LESSOR shall not be liable to LESSEE or successor of LESSEE as to any act or omission from and after such conveyance. If the LESSOR shall convey title to the Premises pursuant to a sale or exchange of property, this Lease shall be transferred, in whole, for the remaining period of this Lease.

**Article 19**  
**Defaults and Remedies**

- 19.1 If LESSEE shall remain in default under any condition of this Lease for a period of thirty (30) days after written notice from the LESSOR, the LESSOR may, at its option, without notice to LESSEE, terminate this Lease, and the LESSOR may re-enter and take possession of said Premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass. In any such event, LESSEE shall peacefully and quietly yield up and surrender the Premises to the LESSOR and remain liable to LESSOR for all losses, liabilities and damages sustained by reason of or during LESSEE' tenancy save and except for ordinary and customary wear and tear and excluding future rental payments after the date of termination. Unless LESSOR does so, upon termination, LESSEE shall remove all personal property, signage and moveable fixtures placed on the Premises by LESSEE and restore the Premises to the condition comparable to that at the beginning date of this Lease, the renovations and improvements and normal wear and tear excepted. LESSEE shall have no claim against the LESSOR for the value of any unexpired term of the Lease, nor any costs related to the removals referred to in this paragraph.
- 19.2 All rights and remedies of the LESSOR under this Lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.
- 19.3 If the LESSOR defaults in the performance of any term, covenant or condition required to be performed by it under this Agreement, LESSEE may elect to terminate this Agreement on giving at least thirty (30) days' written notice to the LESSOR of such intention, thereby terminating this Agreement on the date designated in such notice, unless the LESSOR shall have cured such default prior to expiration of the thirty (30) day period to the reasonable satisfaction of LESSEE.

- 19.4 Optional Mediation. If any dispute arises between the parties with respect to any term or condition of this Lease, or with respect to the level of performance of any duty, responsibility or obligation of a party under this Lease, then the LESSOR and LESSEE may meet and discuss a resolution to the concerns of any party. If the parties are unable to resolve any such dispute by their own discussions, then the parties may agree to select an independent mediator to assist them in resolving any such dispute. The parties agree that if any such meetings, discussions and mediation are to be effective, they shall occur and conclude within thirty (30) days of either party notifying the other of a dispute or its concern about performance under this Lease. This provision for meeting, discussing and mediating shall not replace any other remedies described in this Lease unless the parties in writing agree to do so at the time.
- 19.5 LESSOR and LESSEE each agree to provide prompt written notice of any default hereunder. No termination of this lease by either party shall be effective unless such notice has been given and the party to whom it applies shall have been given thirty (30) days to cure such default.

**Article 20**  
**Exculpation of the LESSOR**

- 20.1 If the LESSOR shall convey title to the Premises pursuant to a sale or exchange of property, the LESSOR shall not be liable to LESSEE or any immediate or remote assignee or successor of LESSEE as to any act or omission arising under the terms and conditions of this Lease from and after such conveyance. In the event of a conveyance of title to the underlying real estate, Lessee reserves the right to maintain its leasehold interest or to terminate the lease without notice at its option and discretion.

**Article 21**  
**No Assignment**

- 21.1 Except as otherwise noted in this Article, LESSEE shall not assign, mortgage, pledge or encumber this Lease, in whole or in part, nor sublet all or any portion of the Premises without the prior written consent of the LESSOR, which may be granted or withheld at the sole discretion of the LESSOR.

**Article 22**  
**Parties Bound**

- 22.1 All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto.

**Article 23**  
**Taxes and Assessments**

- 23.1 The Premises are currently exempt from real estate taxes. However, if that status changes with respect to any period of time during which LESSEE is a tenant of the Premises and the change is due to LESSEE's occupancy, then LESSEE shall pay and fully discharge all real property taxes and special assessments, if any, imposed during the term of this Lease



on or with respect to the Premises or any part thereof, and all improvements erected thereon.

**IN WITNESS WHEREOF**, the authorized representatives of the Parties have each set their hand hereunder in order to signify their intent to be bound by the foregoing.

**NORTH ROYALTON CITY SCHOOL DISTRICT BOARD OF EDUCATION**

By: \_\_\_\_\_  
DR. JOHN H. KELLY, Board President

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Biagio Sidoti, Treasurer

Date: \_\_\_\_\_, 2023

**CITY OF NORTH ROYALTON**

By: \_\_\_\_\_  
Larry Antoskiewicz, Mayor

Date: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Thomas A. Kelly  
Law Director