

## LEASE

### **CITY OF NORTH ROYALTON, LANDLORD, NORTH ROYALTON CITY SCHOOLS, TENANT**

**LEASE AGREEMENT** (herein called the "Lease") entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2013, between the CITY OF NORTH ROYALTON, OHIO (herein called "Landlord"), and NORTH ROYALTON CITY SCHOOLS (herein called "Tenant").

**WHEREAS**, the City of North Royalton has determined that a portion of certain property owned by the City, located in the City of North Royalton, is not presently needed by the City for municipal use; and,

**WHEREAS**, North Royalton City Schools have requested that the City lease a portion of said property so that the Schools can utilize said property for school purposes and specifically to park/store the school buses; and

**WHEREAS**, the City desires to lease said property to the Schools for this school purpose; and,

**NOW THEREFORE**, for the reasons set forth above, and in consideration of the mutual promises and agreements set forth therein, the City and the Schools agree as follows:

#### **WITNESSETH:**

1. **DEMISE** For the rent and upon the terms, conditions, limitations and provisions hereinafter set forth, the Landlord leases to and the Tenant leases from the Landlord, a portion of the real property owned by the Landlord located at 10789 Royalton Road, North Royalton, Ohio 44133 more fully described in Exhibit "A" and attached hereto and made a part hereof as though fully rewritten herein (herein called the "Leased Premises").
2. **TERM** The term of this Lease shall be for one year and may be renewed for four additional terms not to exceed five (5) years, unless sooner terminated as hereinafter provided. However, this Lease shall expire immediately if the Tenant abandons, deserts, vacates or discontinues use of the premises, including shared ingress/egress.
3. **USE** The Tenant shall use and occupy the premises for uses not inconsistent with the normal public purpose uses, specifically bus storage, maintenance, repairs, transport and office rental.
4. **ANNUAL RENT** The parties recognize and acknowledge that the lease value per year is in excess of \$20,000. The Tenant shall pay the Landlord, rent for the premises, the sum of one thousand (\$1,000) dollars per month, payable monthly beginning on the commencement of the lease and thereafter.
5. **SECURITY DEPOSIT** The Tenant shall not pay a Security Deposit.
6. **BUILDING SERVICES** The Tenant shall provide and be responsible for the following services and expenses to the entire Premises:
  - a. The Tenant shall provide and be responsible for the maintenance of the leased property, including but not limited to the common driveway. In the event other commercial tenants occupy an adjacent portion of Landlord's property after November 2013, Tenant shall only be responsible for the maintenance of its leased property, and a proportionate share of the common driveway as determined solely by Landlord.
  - b. The Tenant shall be responsible to provide and pay all utility expenses for the Leased Premises to include water, sewer, electric and gas, and garbage collection.
  - c. The Tenant shall be responsible for any improvements or modifications, as deemed necessary by Landlord, to the security system, including but not limited to the capital costs and operating costs.

7. **IMPROVEMENTS** Subject to the approval of the Landlord, the Tenant shall have the right and obligation to make any improvements or alterations to the Leased Premises as more fully set forth in Exhibit B. All improvements shall comply with all state and local requirements, including but not limited to prevailing wage law. Upon termination of the Lease for any reason, the improvements or alterations shall remain and be retained solely by Landlord. The Tenant accepts the premises in its "as is" condition.
8. **USE AND OCCUPANCY** In the use and occupancy of the Premises, the Tenant shall:
  - a. Comply with any laws, ordinances, rules, regulations, or orders of any governmental authorities having jurisdiction over the Premises or over the use and occupancy thereof,
  - b. Keep the Premises and the apparatus and equipment therein in a clean, safe, and sanitary condition, and not commit or suffer any waste to occur therein,
  - c. Not in any way interfere with the current or future operations of the Landlord, Kurtz Brothers and/or others on the Premises.
9. **ACCESS TO THE PREMISES** The Tenant shall have access to the Premises twenty-four hours a day, seven days a week, three-hundred and sixty-five (365) days a year.
10. **ACCESS TO ADJACENT LANDLORD'S PREMISES** The Tenant shall not have access to the Adjacent Premises.
11. **COMMON AREAS** The Leased Premises and the Adjacent Premises have only driveway common areas which Tenant agrees to construct and maintain.
12. **INSURANCE** The Tenant shall procure and maintain during the term of the Lease, at the Tenant's sole cost and expense, a policy or policies of comprehensive general liability insurance on an "occurrence" basis against claims for personal injury liability, including, without limitation, bodily injury, death, or property damage liability with a limit of not less than One-Million (\$1,000,000) dollars.

All of such insurance shall be primary and noncontributing with any insurance that may be carried by the Landlord. Such insurance shall be placed with an insurance company authorized to do business in the State of Ohio, shall name the Landlord as an additional insured and shall provide thirty (30) days prior written notification to the Landlord in the event of cancellation or termination.

The adequacy of the coverage afforded by the liability and property damage insurance held by the Tenant shall be subject to review. The Tenant shall provide to the Landlord an updated copy of the certificate of insurance, along with the policy declaration page. If it appears upon review and/or inspection that the completed improvements should require a limit increase and/or that a reasonable business person in the vicinity of the Premises, operating a similar business to that operated by the Tenant on the Premises, would increase the limits of its liability insurance, the Tenant shall effect such increases of insurance within ninety (90) days of receipt of notice from the Landlord.

Tenant shall itself, to the extent permitted by law, indemnify, defend and hold harmless the Landlord from and against all losses, claims, damages, liabilities and expenses of any kind or nature whatsoever resulting, arising or occurring by reason of the use, occupancy or possession of the Leased Premises by the Tenant and/or its employees.
13. **NOTICES** In every instance where it shall be necessary or desirable for the Landlord to serve any notice or demand upon the Tenant, such notice or demand shall be deemed sufficiently given or made if, in writing, notice is mailed to the Tenant by registered or certified United States mail, postage prepaid, addressed to the Tenant at 6579 Royalton Road, North Royalton, Ohio 44133, Attention Jim Presot. The time of giving or making such notice or demand shall be deemed to be the time when the same was mailed, as herein provided. Any notice by the Tenant to the Landlord must be sent by registered or certified United States mail, postage prepaid, addressed to the Landlord at 13834 Ridge Road, North Royalton, Ohio 44133, attention Mayor Robert A. Stefanik.

14. **HEADINGS** The captions of paragraphs and subparagraphs are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such paragraphs or subparagraphs.
15. **ENTIRE AGREEMENT** This Lease, together with the attachments, contains the entire agreement of the parties hereto as to the subject matter hereof, and there are no agreements, premises, covenants, warranties, or representations other than as set forth herein.
16. **TERMINATION** The Landlord and the Tenant agree that this lease may be terminated by the Landlord under any of the following conditions:
- a. **The Tenant hereby covenants and agrees as follows:**
- i. The Premises shall be used for public/municipal purposes, and
  - ii. The Premises shall be maintained in a safe manner, including the performance of maintenance obligations required for land of similar size and use; and
  - iii. The City of North Royalton, Ohio or its designees shall continue to utilize the designated Adjacent Premises; and
  - iv. The Tenant's use of the Leased Premises, shall not in any way interfere with the current or future operations of the Landlord or other tenant on the Adjacent Premises; and
  - v. The Tenant shall keep, perform and observe every promise, obligation and agreement set forth herein.
- Should the Tenant fail to satisfy any one or more of the above conditions and fail to cure the same within thirty (30) days after written notice is received from the Landlord, the Landlord shall have the option to terminate this lease and re-enter and take possession of the Premises within ninety (90) days.
- b. **Landlord's discretion: At any time, and at the sole discretion of the Landlord,** the Landlord may terminate this Lease and re-enter and take possession of the Premises, to include but not be limited to: should the Landlord reasonably experience a change in its operational conditions requiring it to utilize, sell, or otherwise dispose of the Premises in order to adequately perform its public purpose, the Landlord shall have the option to terminate this Lease and re-enter and take possession of the Premises.
- c. **Notice of termination:** Should the Landlord exercise its option to terminate the Lease as herein provided in Section 16(b), the Landlord shall provide the Tenant with a written notice of termination at least one hundred and eighty days, prior to the date of such termination.
- d. **Tenant's assumption of the risk:** Should the Landlord exercise its option to terminate the lease for any reason, the Tenant assumes the financial risk for any of the improvements made to the Premises. The Landlord shall not reimburse the Tenant for the cost of any improvements, nor shall the Landlord reimburse the Tenant for any relocation costs.
17. **REMOVAL OF PROPERTY** Upon cessation of this Lease for any reason and whether by abandonment, expiration, termination or by any mechanism, the Tenant shall forthwith and at its own expense, remove all its property and equipment. The Tenant shall also repair at its sole expense, any damage or loss to the Premises.
18. **REMEDIES** In the event that the Tenant defaults, or fails to keep, perform or observe any promise, obligation, or agreement as set forth herein, the Landlord reserves the right to exercise any and all rights and remedies that it may have at law or in equity, in addition to termination of the Lease as set forth herein.
19. **NO WAIVER** No waiver by the Landlord of any of the terms or conditions of the Lease shall be deemed or taken as a waiver at any time thereafter of the same or any other term of condition herein or of the strict and prompt performance thereof. No waiver shall be valid against the Landlord unless reduced to writing and signed by an officer of the Landlord empowered to execute the same.

**IN WITNESS WHEREOF**, Landlord and Tenant have hereto executed this Lease Agreement as of the day, month, and year first above written.

**LANDLORD:  
CITY OF NORTH ROYALTON, OHIO**

**By:** \_\_\_\_\_ **Its** \_\_\_\_\_

STATE OF OHIO                    )  
COUNTY OF CUYAHOGA        ) SS:  
  )

**BEFORE ME**, a Notary public in and for said County and State personally appeared the above named CITY OF NORTH ROYALTON, by Robert A. Stefanik, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is the free authorized act and deed personally and as Mayor of the City of North Royalton, Ohio.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal at, North Royalton, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

**TENANT:  
NORTH ROYALTON CITY SCHOOLS**

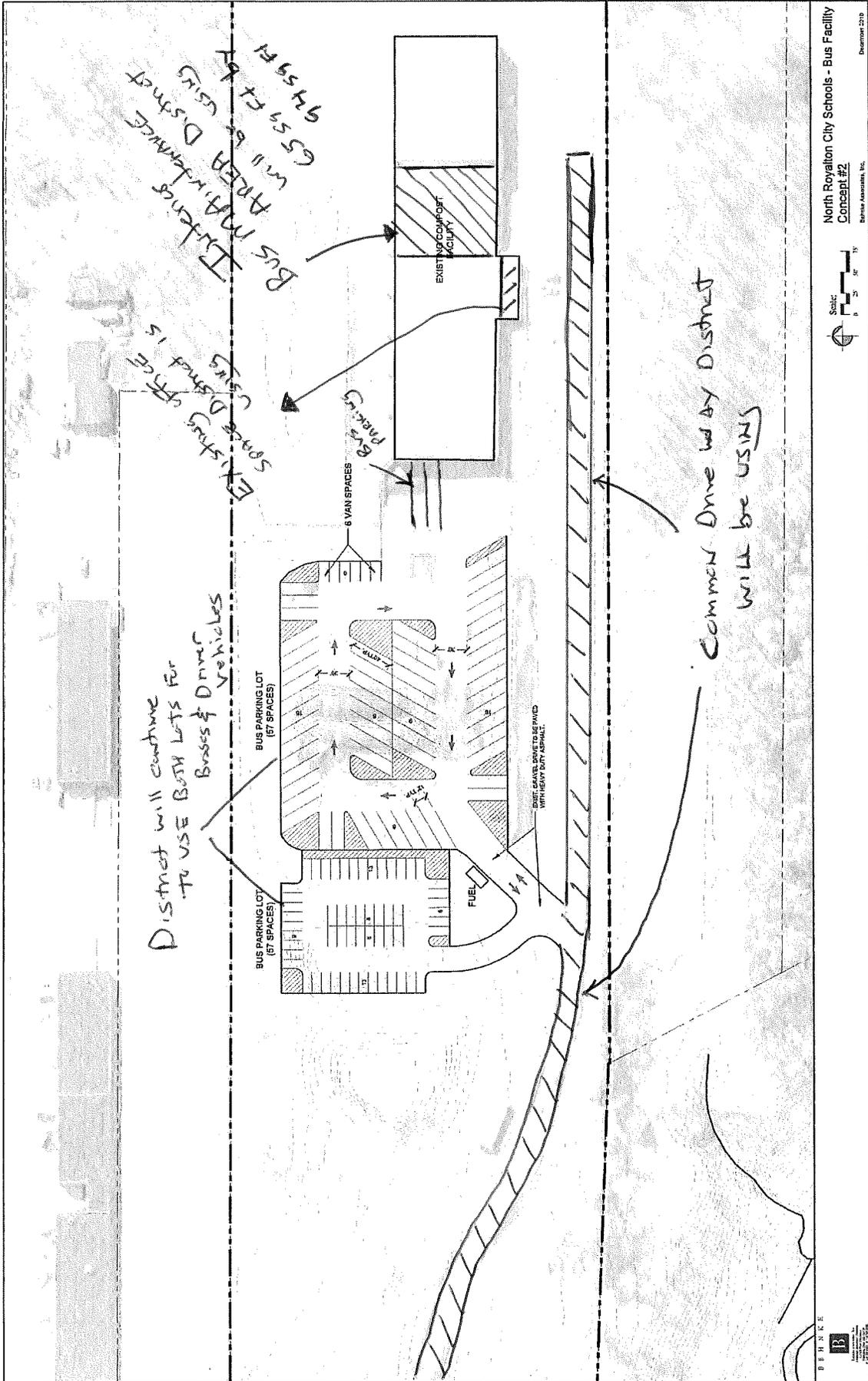
**By:** \_\_\_\_\_ **Its:** \_\_\_\_\_

STATE OF OHIO                    )  
COUNTY OF CUYAHOGA        ) SS:  
  )

**BEFORE ME**, a Notary public in and for said County and State personally appeared the above named NORTH ROYALTON CITY SCHOOLS, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that he did sign the foregoing instrument and that the same is the free authorized act and deed personally and as officer of North Royalton City Schools.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal at, \_\_\_\_\_ Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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



ROYALTON RD



BEHRENS  
 ARCHITECTURAL  
 ENGINEERS  
 10000 W. 12th St.  
 Suite 100  
 Overland Park, KS 66213  
 Phone: 913.241.2200  
 Fax: 913.241.2201  
 www.behrens.com

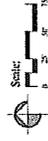


EXHIBIT (B)

**PCS Paving, LLC**  
 5700 Ashland Rd.  
 Wooster, OH 44691



# Estimate

Date	Estimate #
4/19/2013	2654

Name / Address	Project
North Royalton City Schools 6579 Royalton Rd. North Royalton, OH 44133	Bus Facility

Cust. Phone	Contact	Estimator	Job Status
	Jim Presott	Curt	<b>Upon Co...</b>

Item	Description	Total
Paving	12,743 Sq. Ft. Mill butt joints to ensure leveling Apply SS1 tack coat to ensure proper bonding of old asphalt to new Install 1.5" of top course asphalt	17,000.00

*Scheduling & completion of this work constitutes acceptance of the terms of this estimate.*

\*\*\*VISA & MasterCard Accepted\*\*\*



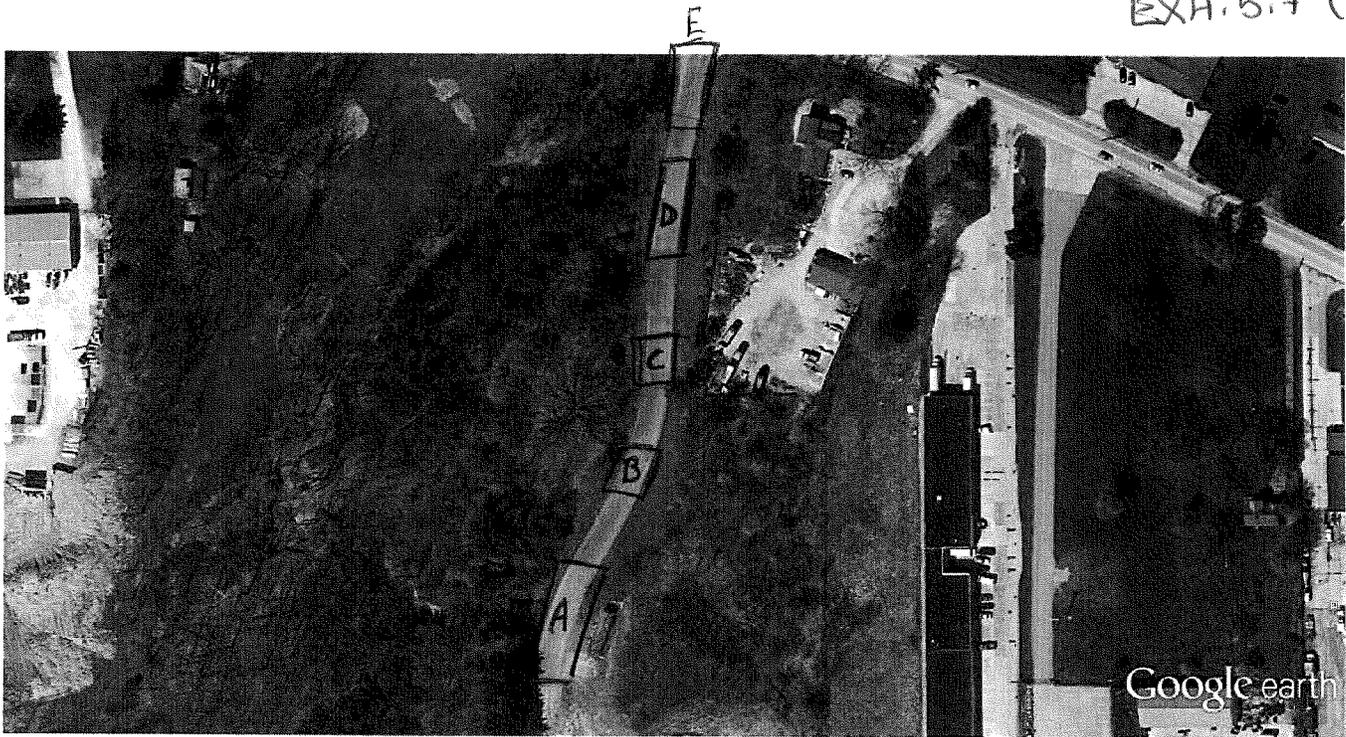
Subtotal	\$17,000.00
Sales Tax (0.0%)	\$0.00
<b>Total</b>	<b>\$17,000.00</b>

PCS Paving appreciates the opportunity to quote this work. Please note that due to uncertainty in asphalt pricing, PCS Paving will only be able to ensure the pricing on this proposal for a period of 30 days from the date of proposal. This quote covers the work listed only, any added work will constitute an additional charge. If you should have any questions or require any clarification, please do not hesitate to contact us.

Phone #	Fax #
330-264-5531	330-264-8330

**Terms: Due Upon Completion**

EXHIBIT (B)



Google earth



$$A. 108 \times 29 / 5 \times 62 = 3457^{SF} = \$4649.42 \quad 12,743^{SF}$$

$$B. 60 \times 29 = 1740^{SF} = \$2314.20$$

$$C. 64 \times 29 = 1856^{SF} = 2468.48$$

$$D. 120 \times 29 = 3480^{SF} = 4628.40$$

$$E. 65 \times 34 = 2210^{SF} = 2939.50$$

\$17,000.00