

**RESOLUTION APPROVING LEASE AGREEMENT WITH ASHTABULA COUNTY SOIL AND WATER CONSERVATION DISTRICT FOR SPACE, JEFFERSON VILLAGE**

WHEREAS, The Board of Commissioners own the building located at 39 Wall Street in the Village of Jefferson; and

WHEREAS, There is space available in said building that may be leased by the County to other entities; and

WHEREAS, Janet Discher, County Administrator, has presented a lease agreement with the Ashtabula County Soil and Water Conservation District for the approval of the Board, to-wit:

- Lessee:** Ashtabula County Soil and Water Conservation District  
39 Wall St., Jefferson, OH 44047
- Location:** 39 Wall Street, Jefferson, Ohio  
1,145 sq. ft.
- Lease Period:** beginning retroactive to May 1, 2021 and ending April 30, 2024
- Cost:** \$9,975.00, per year, payable in annual installments; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Lease Agreement with the Ashtabula County Soil and Water Conservation District for space as noted above is approved in accordance with the terms and conditions contained in the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2023-48**

**January 10, 2023**

**RESOLUTION APPROVING LEASE AGREEMENT WITH ASHTABULA COUNTY  
SOIL AND WATER CONSERVATION DISTRICT FOR SPACE, JEFFERSON  
VILLAGE**

**Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.**

**VOTE:**

**Casey R. Kozlowski  
Kathryn L. Whittington  
J.P. Ducro IV**

**Aye  
Aye  
Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

## LEASE AGREEMENT

This lease agreement is made and entered into this 3 day of January, 2023, by and between the Ashtabula County Commissioners called Lessor, and the Ashtabula County Soil and Water Conservation District, hereinafter called Lessee.

### ARTICLE 1. DEMISE, DESCRIPTION, USE, TERM AND RENT

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain property, hereinafter called the leased premises for a thirty-six (36) month term commencing May 1, 2021 and ending April 30, 2024. Property is located at 39 Wall Street in the Village of Jefferson, Ohio. Lessee agrees to use the space for normal business office operations and may access the site at his/her discretion. Either party may terminate the lease providing a sixty (60) day notice in writing.

### ARTICLE 2. MAINTENANCE AND RENT

Lessor shall be solely responsible for all exterior & interior maintenance in connection with the leased premises, except for: housekeeping, sidewalk snow removal for the entrance to the building, lightbulb replacement and the restroom and common hallway janitorial maintenance. Lessee acknowledges that Lessee is accepting the Premises in its "as is" condition. Lessee further acknowledges that Lessee has thoroughly inspected the Premises and has found the Premises to be in good order. Rent shall be Nine Thousand Nine Hundred Seventy-Five Dollars (\$9,975.00) per year, paid by Lessee to Lessor by May 15<sup>th</sup> of each year. Lessee shall pay no additional rent to Lessor for the demised premises. Rent is to be paid via check and mailed or delivered to the Commissioners' office at 25 West Jefferson Street, Jefferson, OH 44047. Failure to pay rent in a timely fashion will result in termination of this lease.

At the end of the lease term, Lessee shall restore the leased premises to the condition not withstanding normal wear and tear.

### ARTICLE 3. INSURANCE AND TAXES

Lessee agrees to and shall secure from a good and responsible company or companies doing insurance business in the State of Ohio, and maintain during the entire term or extensions of this lease, liability coverage in the amount of One Hundred Thousand and No/100 Dollars

(\$100,000.00) Lessee agrees that the Lessor shall be named as an additional insured on the aforementioned policy of insurance. The original policy may be retained by the Lessee, but the Lessor shall have the right to inspect any and all such policies, and the insured, on demand, agrees to furnish the other party proof of payment of the premium or premiums on any such policies.

#### Lessor's & Lessee's Obligation

Lessor shall maintain fire and casualty insurance coverage in connection with the building only. Lessee shall maintain fire and casualty insurance on its tangible personal property and inventory.

In case of fire damage or other damage to the office not cause by Lessee, its agents, servants, employees, invitees and/or licensees, Lessee shall give Lessor immediate notice of same.

- (a) If the office is partially damaged by fire or other casualty, Lessor shall repair the damage and the rent and additional rent shall be apportioned from the day of the damage in relation to the portion of the office that has been rendered unusable to the day that the office has been repaired and is fully usable.
- (b) If the office is totally damaged and rendered wholly unusable by fire or other casualty, Lessor has the right to either repair the damages or terminate the lease.
  - (i) In the event that Lessor elects to repair the damages, rent and additional rent shall be abated for the period of time from the date of occurrence of the damage to the date that Lessor notifies Lessee that the office can be reoccupied.
  - (ii) In the event that Lessor elects to terminate this lease, Lessor may do so upon giving Lessee notice of his intent to do so within the sooner of ninety (90) days of the occurrence of the damages or thirty (30) days from the date that the insurance claim is adjusted which notice shall set forth a date on which the lease shall expire, which date shall not be more than sixty (60) days from the date of such notice and upon which date this lease shall terminate and all obligations owed by Lessor and

Lessee to each other shall cease and all obligations due shall be paid from one to the other.

Should this lease not be terminated, Lessor shall make all repairs in an expeditious manner subject to delays beyond the control of Lessor. Lessee shall cooperate fully with Lessor after such damage is incurred in all of Lessor's reasonable requests to remove undamaged items from the office. Before making claim against the other for damages as a result of fire or other casualty, each party shall look first to their respective insurance carrier. To the extent permitted by law and by the respective insurance policies, Lessor and Lessee hereby release and waive rights of discovery with respect to the above against the other or any one claiming through them. If this condition can only be obtained by paying an additional premium, then the one benefiting from such waiver shall pay the additional premium upon ten (10) days written notice and the one obtaining such insurance coverage is free from any other obligation with respect to waiver of subrogation. Lessee acknowledges that Lessor shall not be obligated to carry any insurance for the benefit of Lessee with respect to Lessee's personal property, equipment, inventory or the like and agrees that Lessor is not obligated to repair any damage to them.

#### Taxes

Lessor shall pay and discharge all real estate taxes, general and special assessments, and other charges of every description with during the term of this lease. Lessee shall be solely responsible for and shall indemnify Lessor, if necessary, for personal property taxes arising in connection with Lessee's use of the premises.

#### ARTICLE 4. UTILITIES

Lessor shall be solely responsible for all utilities associated with the premises. Utilities are defined as gas, electric, and water/sewer. Any other utility is lessee responsibility.

#### ARTICLE 5. WASTE AND NUISANCE

Lessee shall not commit, or suffer to be committed, any waste on the leased premises, nor shall he maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises for any unlawful purpose. Lessee shall not, at any time, use or occupy the

Premises in violation of or contrary to the permitted uses contained in the Certificate of Occupancy for the Premises and/or the Premises.

ARTICLE 6. ALTERATIONS, IMPROVEMENT AND FIXTURES

Lessee shall not alter or improve the leased premises without the prior written consent of Lessor to do so, and any and all alterations, additions, improvements, and fixtures, (except trade fixtures which Lessee shall be permitted to remove from the leased premises any time during the term hereof if such removal can be effected without injury to the leased premises and if any such fixture shall not have become, by the manner in which it is affixed, an integral part of the leased premises,) made or placed in or on said premises shall on expiration, or sooner termination of this lease, belong to Lessor without compensation to Lessee; provided however, that Lessor shall have the option, to be exercised on expiration or sooner termination of this lease, to require Lessee to remove any or all of such additions, improvements, or fixtures. Before installing any fixtures in or on the leased premises, Lessee shall submit plans and designs therefor to Lessor for its approval, and in the event that the plans and designs are disapproved by Lessor, such fixtures shall not be installed until any changes required by Lessor are made. The consent of Lessor hereunder shall not be unreasonably withheld.

ARTICLE 7. QUIET POSSESSION

Covenant of Quiet Possession

Lessor shall, on the commencement date of the term of this lease as hereinabove set forth, place Lessee in quiet possession of the leased premises and shall secure him in the quiet possession thereof against all persons lawfully claiming the same during the entire lease term and each extension thereof.

ARTICLE 8. SURRENDER OF PREMISES

Removal of Property

Lessee shall, without demand therefor and at his own cost and expense remove all property belonging to him and all alterations, additions, or improvements, and fixtures which by the terms hereof he is permitted to remove, repair all damage to the leased premises to the condition they were prior to the installation of the property so removed.

Surrender

At the end of the lease term, Lessee agrees to and shall, on expiration, promptly surrender and deliver the leased premises to Lessor without demand therefor in good condition, ordinary wear and tear (and damage by elements, fire, or act of God, or by other cause beyond the reasonable control of Lessee) expected. Prior to surrendering the property, Lessee shall restore the Premises to broom clean good condition notwithstanding normal wear and tear. All damages caused by or on behalf of Lessee shall be repaired by Lessee at Lessee's sole cost and expense prior to surrender of the Premises.

ARTICLE 9. INSPECTION BY LESSOR

Lessee shall permit Lessor and his agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same and/or making repairs, alterations or additions as Lessor deems proper and/or necessary.

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

Lessor:	Lessee:
Ashtabula County Commissioners	Ashtabula County Soil and Water Conservation District
25 West Jefferson Street	P.O. Box 119
Jefferson, Ohio 44047	Jefferson, Ohio 44047

#### Parties Bound

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement. The Lessee will not assign this Lease, or sublet or grant any concession or license to use the premises or any part of the premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Lessor's, terminate this Lease.

#### Ohio Law to Apply

This agreement shall be construed under and in accordance with the laws of the State of Ohio.

#### Legal Construction

In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### Sole Agreement of the Parties

This lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

#### Amendment

No amendment, modification, or alteration or the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

### Rights and Remedies Cumulative

The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any of all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

### Waiver of Default

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

### Time of Essence

Time is the essence in this agreement.

## ARTICLE 11. INDEMNIFICATION

Lessor will not be liable for any loss or damage to person or property caused by theft, fire, acts of God, acts of a public enemy, riot, strike, insurrection, war, court order, requisition, or order of government body or authority, unless caused by the acts of Lessor. Lessee will indemnify and defend Lessor, by counsel acceptable to Lessor, against any liabilities, including reasonable attorney fees and court costs, arising out of or relating to the following:

- (a) Claims of injury to or death of persons or damage to property occurring or resulting directly or indirectly from the use or occupancy of the Premises, or from activities of Lessee, Lessee's invitees, or anyone about the Premises, or from any other cause, except to the extent caused by Lessor's negligence or willful misconduct;
- (b) Claims for work or labor performed, or for materials or supplies furnished to or at the request of Lessee in connection with performance of any work done for the account of Lessee within the Premises or from activities of Lessee, Lessee's invitees, or anyone about the Premises, or from any other cause, except to the extent caused by Lessor's negligence or willful misconduct;

- (c) Claims arising from any breach or default on the part of Lessee in the performance of any covenant contained in this Lease. The provisions of this Section will survive the expiration or termination of this Lease with respect to any claims or liability occurring prior to the expiration of termination or from activities of Lessee, Lessee's invitees, or anyone about the Premises, or from any other cause, except to the extent caused by Lessor's negligence or willful misconduct;
- (d) Lessee agrees to and shall protect and hold harmless Lessor and the leased premises from liability for the protection of lessee's personal property kept at the leased premises or from activities of Lessee, Lessee's invitees, or anyone about the Premises, or from any other cause, except to the extent caused by Lessor's negligence or willful misconduct.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year above written.

Signed in the presence of:



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Witness

1-10-23

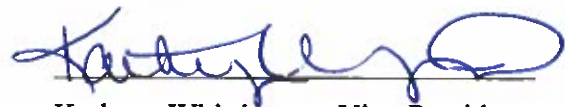
Dated

Ashtabula County Commissioners




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Casey Kozlowski, President



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Kathryn Whittington, Vice-President



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J.P. Ducro IV, Commissioner

Signed in the presence of:

Nathan Paskey  
Witness

Jan Clark  
Ashtabula County Soil & Water

1/17/2023  
Dated

DAN DECKER  
Printed Name