

RESOLUTION APPROVING LEASE AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY COMMISSIONERS AND THE ASHTABULA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES (DD) LOCATED AT 2505 SOUTH RIDGE ROAD EAST, ASHTABULA

WHEREAS, Lessor (Ashtabula County) is the owner of the building located at 2505 South Ridge Road East, Ashtabula, Ohio 44004, which real property is further described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Lessor is authorized by Section 307.02 of the Ohio Revised Code to lease retail store rooms and offices; and

WHEREAS, Lessee (Ashtabula County Board of Developmental Development) is required by Section 5126.05 to administer and operate facilities, programs and services as provided by Chapters 5126 and 3323 of the Ohio Revised Code and desires to lease certain office space in the aforementioned building for these purposes; and

WHEREAS, the building referred to in the Lease aka "premises" or "leased premises" shall mean the building, parking area, and improvements; and

WHEREAS, a lease agreement has been presented for the approval of the Board, to-wit:

- Lessee:** Ashtabula County Board of Developmental Disabilities
2505 South Ridge Road East, Ashtabula, Oh 44004
- Lessor:** Ashtabula County Commissioners
25 West Jefferson Street, Jefferson, OH 44047
- Location:** 2505 South Ridge Road East, Ashtabula, Oh 44004
- Lease Period:** 20 years, (retroactive to March 1, 2024 through December 31, 2044)
- Cost:** \$1.00 per year; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Lease Agreement, 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. 2024-298

June 11, 2024

RESOLUTION APPROVING LEASE AGREEMENT BY AND BETWEEN THE ASHTABULA COUNTY COMMISSIONERS AND THE ASHTABULA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES (DD) FOR PROPERTY LOCATED AT 2505 SOUTH RIDGE ROAD EAST, ASHTABULA)

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

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

**Absent
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.



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

LEASE AGREEMENT

This LEASE AGREEMENT (“Agreement”) is made and entered into as this ____ day of March 2024, between the Board of County Commissioners of Ashtabula County (“Lessor”) and the Ashtabula County Board of Development Disabilities (“Lessee”).

WHEREAS, Lessor is the owner of the building located at 2505 South Ridge Road East, Ashtabula, Ohio 44004 (the “Building”), which real property is further described in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, Lessor is authorized by Section 307.02 of the Ohio Revised Code to lease retail store rooms and offices;

WHEREAS, Lessee is required by Section 5126.05 to administer and operate facilities, programs, and services as provided by Chapters 5126 and 3323 of the Ohio Revised Code;

WHEREAS, Lessee wishes to lease certain office space within the Building to administer and operate facilities, programs, and services as provided by Chapters 5126 and 3323 of the Ohio Revised Code; and

WHEREAS, Lessor desires to lease certain offices in the Building to Lessee, and Lessee desires to lease such offices from Lessor;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Lessor hereby leases to Lessee the Leased Space, upon the following terms and conditions:

I. DEFINITIONS

A. “Premises” or “Leased Space” shall mean the Building, parking area, and improvements.

II. TERM

The term of this Agreement shall commence upon the date set forth above (the “Commencement Date”) and end on December 31, 2044 (the “Term”).

III. RENT, UTILITIES, OTHER CHARGES

A. During the Term, Lessee shall pay Lessor as rent (the “Rent”) \$1.00 per year for the Leased Space. The Rent shall be paid on a monthly basis beginning on the Commencement Date.

B. Except as otherwise specifically provided in this Lease, Lessee shall pay and be responsible for its own telephone service and custodial service within the Leased Space, and all other costs, expenses, obligations, liabilities, and acts necessary to and for the operation of its business within the Leased Space.

C. Lessor shall bear, pay, and discharge, all real property taxes and assessments which shall or may during the Lease be charged, laid, levied, assessed, imposed, become due and payable, or liens upon the Premises or any part thereof, or any buildings, appurtenances,

or equipment thereon or therein, or any part thereof, or the parking area, sidewalks or streets in front of or adjoining the Premises.

- D. Lessee at its sole cost and expense shall obtain and promptly pay for all utility services furnished to or consumed on the Property, including, but not limited to, electricity, gas, water, sewer, telephone, garbage collection and all charges related to these services.

IV. MAINTENANCE

Throughout the Term, Lessee, at its expense, shall keep and maintain the Leased Space in good repair and condition, excepting normal wear and tear. Lessee shall keep the parking areas and access to the Premises reasonably free and clear of ice, snow, and other debris, and the Premises in a clean, safe, and healthy condition according to the ordinances and directions of the proper governmental authority, and otherwise shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to the Premises and their use.

V. USE

Lessee may use the Leased Space as offices for the operation of facilities, programs, and services as provided by Chapters 5126 and 3323 of the Ohio Revised Code, and for no other purpose without Lessor's prior, written consent. Lessee will not use or permit the Premises to be used for any unlawful use, nor for any use in violation of any present or future laws, rules, orders, ordinances, or regulations. Lessee shall not use the Premises as lodging, bathing or showering, or any other temporary or permanent accommodation for clients outside of regular business hours.

VI. ALTERATIONS, SIGNS

- A. Lessee will obtain Lessor's written consent prior to making any alterations, additions, or improvements (other than minor redecorating) in or to the Premises (collectively referred to as "Alterations").
- B. Lessee may place signs relating to its business on the entrance door to the Leased Space.

VII. INSURANCE

- A. Lessee shall keep in effect, at its sole expense, commercial general liability insurance for bodily injury and property damage arising out of the use of the Leased Space, or cover such liability and property damage by means of membership in a joint self-insurance pool, or by some combination thereof. Lessee shall purchase said coverage with liability limits not less than \$1,000,000 per occurrence. Lessee shall also maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles. Lessor shall be named as an additional insured by endorsement to such commercial general liability and automobile liability coverage.

- B. Lessor shall insure, and keep insured during the term of this Lease, any buildings or other insurable structures constructed on the Premises against loss or damage by fire, lightening, windstorm or other casualty in such amount and with such insurance company or joint self-insurance pool as Lessor may select.
- C. Prior to the Commencement Date, Lessee shall deliver to Lessor certificates of the insurance required herein. Such certificates shall provide that the insurer will notify Lessor in writing should any of the above described policies be canceled before the expiration date thereof. This notice to be mailed by the insurer to the Lessee not less than 30 days prior to said cancellation date. Lessee shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance required by this Section.

VIII. TERMINATION

- A. In the event Lessee defaults under this Agreement and if such default shall continue and not be cured or corrected within thirty (30) days after receipt of written notice to Lessee from Lessor, then this Agreement may, at any time thereafter, be terminated by Lessor.
- B. Lessee, at any time, may terminate this Lease by giving six months' written notice to Lessor.

IX. NOTICES

Any notice required or permitted to be given to a party under the provisions of this Lease shall be in writing and shall be deemed given if mailed by certified or registered United States mail, postage prepaid, return receipt requested, addressed as follows:

Lessor: Ashtabula County Board of Commissioners
25 W. Jefferson St.
Jefferson, OH 44047

With a copy to: Ashtabula County Prosecutor's Office
25 W. Jefferson St.
Jefferson, OH 44047

~~Lessor:~~ Lessee: Ashtabula County Board of Development Disabilities
2505 South Ridge Road East
Ashtabula, Ohio 44004

With a copy to: Ashtabula County Prosecutor's Office
25 W. Jefferson St.

X. MISCELLANEOUS

A. Lessor does not warrant title to the Leased Property, and the rights and privileges, and authority granted herein shall be subject to any easements, rights-of-way, covenants, and restrictions of record.

B. During the Term, Lessor, with the consent of Lessee, which shall not be unreasonably conditioned, delayed or withheld, may grant rights-of-way across the Land; provided such rights-of-way do not interfere with the rights and privileges herein granted to Lessee.

C. Lessor shall have the right to inspect the Leased Premises at any time during the Term, subject to reasonable notice in advance to Lessee.

D. Lessor may assign its rights under this Lease, after 60 days prior notice to Lessee but without the consent of Lessee, to any individual, corporation, firm or other entity, public or private, or any governmental agency, municipal, county, state or federal; provided that such assignee assumes in writing the obligations of Lessor hereunder. Lessee shall not assign this Lease nor sublet all or any portion of the Leased Premises, without the prior, written consent of Lessor, which may be withheld for any reason.

E. So long as Lessee pays the Rent and performs Lessee's covenants, Lessee shall peacefully and quietly hold the Land throughout the term of this Lease free from hindrance or molestation by Lessor and others claiming by, through, or under Lessor, but subject, however, to the terms of this Lease. Upon request of Lessee, Lessor will assist in providing rights of way on or across the Leased Premises for electric, gas, telephone, water, sewer and other public utilities and facilities reasonably necessary or convenient for the construction or operation of the Leased Premises or the Improvements.

F. Lessee shall abide by all applicable provisions of Section 125.111 of the Ohio Revised Code, and shall operate the Property in a manner which is open and available to all members of the public without regarding to sex, race, color, creed, ancestry, national origin, handicap or disability, as defined in Section 4112.10 of the Ohio Revised Code and shall follow all applicable regulations regarding competitive selection, prevailing wages, equal employment opportunity, drug free workplace and workers' compensation.

G. No waiver of any condition or covenant of this Lease shall be deemed to imply or constitute a further waiver of the same or any other like condition or covenant.

H. This Agreement and the covenants and agreements of the parties shall be binding upon and inure to the benefit of Lessor and Lessee and their successors and assigns. This Lease shall be governed by and construed in accordance with the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula Purchaser, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

I. This Agreement constitutes the entire agreement of the parties and may be amended or modified only in writing signed by both parties, and all prior agreements or understandings between the parties, either oral or written, are superseded by this Agreement.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the purposes, representations, terms, and conditions of this Lease.

Lessor:

BOARD OF COUNTY COMMISSIONERS OF ASHTABULA COUNTY

By: _____
By: _____
By: _____
Attest: _____
By: _____

Lessee:

ASHTABULA COUNT BOARD OF DEVELOPMENTAL DISABILITIES

By: _____
Board of DD, Member

STATE OF OHIO)
) ss.
COUNTY OF ASHTABULA)

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

The foregoing instrument was acknowledged before me this day of 4th June, 2024, by Lisa Ebersole, member of, a Corporation for Non-profit, on behalf of the company. President - Board of DD

Notary Public

My commission expires: 7/14/2025

Approved as to Legal Form Only:

By: CM

Collen M. O'Toole
Ashtabula County Prosecutor

Date: 5.28.24

EXHIBIT A

Exhibit A

