

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 181

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE STRONGSVILLE EMERGENCY FOOD BANK, INC. FOR PREMISES LOCATED AT PEARL ROAD AND ZVERINA LANE, IN THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2014-149, the City Council authorized and granted permission to the Strongsville Rotary Foundation, an Ohio non-profit and tax exempt corporation, to construct a building and facility of approximately 1,955 square feet, at its sole cost, on City-owned land located at Pearl Road and Zverina Lane, to be donated to the City of Strongsville, all in conformance with the approval of the City's Planning Commission; and

WHEREAS, the sole purpose and use of the facility is intended to house and have occupied the space by the Strongsville Emergency Food Bank, Inc., an Ohio non-profit and tax exempt corporation (hereinafter "Food Bank"), which seeks occupancy for its eleemosynary purposes within the Strongsville community; and

WHEREAS, it is the City's desire to accommodate the "Food Bank" and its charitable purposes by entering into a Lease agreement on a "net" basis to be effective upon completion of the construction and donation to the City of the building and facility on specified terms and conditions mutually agreed by the parties and consistent with Chapter 264, Section 264.02 of the City's Codified Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, TWO-THIRDS OF THE MEMBERS CONCURRING:

Section 1. That this Council finds and determines that the premises located on Zverina Lane in Strongsville, Ohio, and described in Exhibits "A" and "B", attached hereto to Exhibit "1", are not needed entirely for municipal public use, and authorizes and directs the Mayor to enter into a Lease agreement with the Strongsville Emergency Food Bank, Inc., an Ohio non-profit and federal tax exempt corporation, for a term of ten (10) years, with two (2) five (5) year renewals, and upon the other terms and conditions set forth in the Lease agreement attached hereto and designated Exhibit "1" and incorporated by reference, all for charitable and public purposes benefiting the community.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and in order to provide continuity in the use of City lands by a non-profit organization, for charitable and eleemosynary purposes, and to conserve City funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

Michael Daymut
 President of Council

Approved Thomas B. Buehr
 Mayor

Date Passed: September 15, 2014

Date Approved: September 16, 2014

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Daymut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DeMio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dooner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maloney	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schonhut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Southworth	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: Aimee Pientka
 Clerk of Council

ORD. No. 2014-181 Amended: _____
 1st Rdg. 09-15-14 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: 09-15-14 Defeated: _____

LEASE

THIS LEASE is made effective the 16th day of September, 2014, by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation organized and existing pursuant to law (hereinafter "City") and **THE STRONGSVILLE EMERGENCY FOOD BANK, INC.**, an Ohio non-profit corporation, qualified as a federal tax-exempt 501(c)(3) entity, (hereinafter called "Tenant" or "Food Bank").

WITNESSETH:

1. DESCRIPTION AND LEASE OF PREMISES

The City hereby leases to Tenant, and Tenant hereby leases from City on a "net" basis, certain premises including an approximate 1,955 square foot structure and facility with related property, constructed and situated on Zverina Lane, with a mailing address of 13259 Pearl Road, in the City of Strongsville, County of Cuyahoga, and State of Ohio, and which is being donated by the Strongsville Rotary Foundation to the City of Strongsville. A legal description of the property containing such premises is attached hereto, labeled Exhibit "A" and as reflected in the map, Exhibit "B", both made a part hereof (hereinafter the "Premises"). Parking will consist of assigned handicap accessible spaces in front of the facility; some spaces in front adjacent to the facility as the area will permit; and otherwise free access on a non-exclusive basis to the general City parking for the City's nearby Communications and Technology Center.

2. TERM

2.1 Original Term

The term of this Lease shall be ten (10) years, commencing on or about October 1, 2014, and ending at midnight September 30, 2024, with the dates being subject to final adjustment based upon when an occupancy permit has been issued by the City of Strongsville. Each successive lease term, if any, shall commence on the first day of October or the adjusted date, and end the last day of September, subject to such possible adjustment.

2.2 Additional Term

If at the time provided herein for exercise of the option conferred herein, this Lease has not been terminated and Tenant is not in default of any provision of this Lease, and the City has not terminated this Lease, Tenant shall have the option to extend this Lease for two (2) successive additional terms of five (5) years each, under the same terms and conditions as are provided in this Lease, except that the rent for such additional terms shall be as set forth in Section 3.1 hereafter. Tenant may exercise such options by giving notice to the City as provided herein no later than six (6) months prior to the expiration of the original or additional Lease terms. At the time of any final termination or expiration of the Tenant's tenancy, the subject premises will be governed by a separate Right of First Refusal pursuant to a separate Agreement with the Strongsville Rotary Foundation, Inc. for Construction and Donation of a Building, etc. dated July 22, 2014.

2.3. Holding Over

If Tenant holds over in possession of the Premises after the expiration date of the original term or any additional term of this Lease, and no new lease is executed, the City shall have the option of considering Tenant a month-to-month tenant. In such event, the tenancy shall be under the same conditions, other than term, as are provided in this Lease and then in effect, including rent. Therefore, a month-to-month tenancy shall be deemed to have been created.

3. RENT

3.1 Basic Rent

Tenant agrees to pay to the City as rental for the original term of this Lease the sum of Twelve and No/100 Dollars (\$12.00), payable in advance on the first day of the Lease year. Rental during the first renewal term shall be increased to Two Dollars (\$2.00) per month or Twenty-Four and No/100 Dollars (\$24.00) per year; and to Three Dollars (\$3.00) per month or Thirty-Six Dollars (\$36.00) per year during the second renewal term.

3.2 Effect of Increase in the City's Insurance Premiums

(a) If the City's expense for insurance premiums relating to the Premises is increased over that for the period of the first year of the base term, which will be the first year of this Lease, by reason of Tenant's particular use of the Premises, then the rental shall be increased over the amounts otherwise provided for in this Lease by the amount of such increase in premiums over the premium paid by the City immediately prior to the successive year of the Lease term.

(b) Upon receipt of each premium notice, the City shall prepare and render to Tenant a statement for the amount of additional rent to be paid to the City hereunder. Such amount shall be payable within fifteen (15) days after such statement shall have been rendered.

3.3 Method of Payment

All rent payments shall be made payable to the City of Strongsville and shall be sent to the City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44149, Attention: Finance Department, unless the City shall direct otherwise by notice to Tenant.

4. POSSESSION

Tenant may enter into possession of the Premises on the commencement date of the Original Term, subject to having received a proper occupancy permit from the City.

5. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE

5.1 Condition of Premises at Commencement of Term

Tenant has examined the Premises, knows their condition and accepts the Premises in their present condition. Tenant acknowledges that the City has made no representations to Tenant as to the condition of the Premises prior to or at the execution of this Lease, and has promised no repairs or alterations thereto.

5.2 Required Repairs and Maintenance

(a) Tenant shall have sole responsibility, at its expense, to repair and maintain the interior of the premises, including but not limited to all mechanical and electrical systems, and all sidewalks and parking areas specifically allocated to the Tenant's use. Tenant shall also, at its sole expense, keep all walks, sidewalks, or other paved areas specifically allocated to the Tenant servicing the Premises free of snow, ice, water, rubbish and dirt and other natural or artificial accumulations, except that the City will undertake snowplowing of the roadway and parking areas.

(b) Tenant shall perform such repairs and maintenance thereon as may be necessary to maintain such areas in a clean, safe, serviceable and sound condition, and to comply with the laws, ordinances and regulations of all authorities which have jurisdiction over the Premises.

(c) The City shall be responsible at its sole expense for repairs and maintenance to the exterior structure, including the walls, roof and foundation, unless repairs or damages are caused by Tenant or Tenant's contractors, invitees or customers, in which event the Tenant shall be solely responsible.

5.3 Condition of Premises at Termination of Lease

(a) Upon the expiration or other termination of this Lease, Tenant shall remove its personalty, goods and effects and those of all persons claiming under it from the Premises, and shall deliver and yield the Premises to the City in as good repair and condition as the Premises were at the commencement of the term of this Lease, reasonable wear and tear excepted.

(b) All improvements installed on the Premises by Tenant and/or others on behalf of Tenant shall become the property of the City. Tenant may be required to remove any or all improvements installed on the Premises upon the termination of this Lease and shall repair to the City's satisfaction or reimburse the City for any damage resulting from such removal. All improvements affixed to the Premises with the intention to make them permanent installations, whether installed by Tenant or by the City, shall be the sole property of the City, and Tenant shall have no right to remove same.

6. UTILITIES; RUBBISH PICK-UP

Tenant shall pay all charges for the use of sewers, electricity, light, gas, fuel or other utilities relating to both the Premises and the City's garage/storage portion of the overall structure, whether or not separately metered, presuming usual, routine and reasonable use of heat and other such utilities by the City in its portion of the structure. Wherever possible, Tenant shall make all payments directly to the provider of the services; otherwise, Tenant shall promptly reimburse the City for any payments made directly by the City to the providers of such services. Tenant shall be solely responsible for privately contracting for its rubbish pick-up.

7. INSURANCE

7.1 Public Liability Insurance

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises (being the building/facility and areas of parking that Food Bank guests/invitees may utilize or occupy), and will maintain so long as Tenant continues to occupy or lease any part of the Premises, complete comprehensive liability

insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are licensed or authorized to conduct business in Ohio by the Ohio Department of Insurance and otherwise satisfactory to the City, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Two Million Dollars (\$2,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. Policy coverages shall include but not be limited to those specifically protecting the insureds from adulterated foodstuffs and/or injuries or damages arising therefrom. Tenant shall also arrange for proper coverage on its personalty and on the contents and interior of the structure, in amounts reasonably satisfactory to the City. Said policy or policies, or a copy or copies thereof, or a certificate or certificates thereof, will be deposited with the City together with evidence of payment of the premiums thereon, within thirty (30) days after their issuance.

7.2 Fire, Extended Coverage and Similar Coverages

If insurance coverage of all or any part of the Premises against loss or damage by fire, lightning, such perils as are at this time comprehended within the term "Extended Coverage," vandalism, malicious mischief, boiler and risk form, such perils as are included in the "Superior Form" of policy as issued by the Factory Insurance Association, Improved Risk Mutual, or similar organization, war risk, floods, earthquakes, rent insurance, etc., should be desired by the City, such insurance shall be obtained and maintained at the sole responsibility and expense of Tenant. Such additional insurance coverage on the value of the completed structure occupied by the Tenant shall be required by the City.

8. USE

8.1 General

(a) Tenant shall occupy and use the Premises for charitable and eleemosynary purposes to distribute foodstuffs and other related items on a charitable basis, but not for sale, and for no other purpose, and in a careful, safe and proper manner and shall not commit or suffer any waste therein, including but not limited to creation of any hazardous waste. In this regard, and concerning only the leased premises, Tenant shall be solely responsible to pay for any environmental clean-up required and resulting from Tenant's actions, errors or omissions and consistent with state and federal environmental protection laws, rules, regulations and other applicable requirements. Tenant shall not occupy or use the Premises for any unlawful purpose, in violation of any lawful covenant or condition of record restricting the use of the Premises, or in any way that would increase or cause foreseeable harm or injury to others. In its occupation and use of the Premises, Tenant shall comply with all laws, ordinances, rules, regulations, requirements and orders of all governmental authorities having jurisdiction over the Premises. Tenant shall be responsible to provide whatever security is reasonably necessary and appropriate for this type of use and operation.

(b) If any such authority notifies the City of a violation of any such law, ordinance or regulations, the City shall notify Tenant thereof, and Tenant shall have ten (10) days following such notice to correct such violations. Failure by Tenant so to act within such ten (10) day period shall constitute a default for the purpose of this Lease.

(c) All excise taxes, license fees and charges for permits which may arise from the use or operation of the Premises or the conduct of any business thereon

shall be payable by Tenant, and Tenant shall save the City harmless from all liability therefor.

(d) Tenant acknowledges that Strongsville currently pays no real property taxes on Strongsville's property, which is tax exempt. Tenant shall pay any other taxes assessed by the State of Ohio or Cuyahoga County or City of Strongsville beyond real estate taxes, against Tenant's Facilities, and Lessor or Strongsville, as appropriate, shall advance payment when due, of all real property taxes and all other taxes, fees and assessments attributable to Strongsville's Property, the Premises and this Lease. However, Tenant shall reimburse Strongsville an amount equal to any amount of real estate taxes that may be attributable to Tenant's presence on the Premises or any improvements to the Premises made by Tenant. If such tax is paid by Lessor or Strongsville, Tenant shall reimburse the appropriate party for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid, and the calculation of Tenant's pro-rata share. Upon written request by Tenant, the party paying the tax shall furnish evidence of payment of taxes.

8.2 Alterations and Improvements

(a) Only upon obtaining the City's explicit prior written consent, which may be withheld, may the Tenant, at its sole expense, make such alterations and improvements to the Premises as shall be necessary for its use of the Premises consistent with the Lease, provided that no such alterations will materially decrease the value or marketability of the Premises. The City may withhold such consent for any reason, and without cause, including but not limited to the following: if (i) the proposed alterations or additions materially decrease the value or marketability of the Premises, (ii) the proposed alterations or additions, in the view of the City, interfere with its future plans for the Premises, (iii) Tenant fails to provide the City with reasonably sufficient drawings and specifications of work to be done and materials to be used, (iv) Tenant fails to provide the City with sufficient security to assure that proper insurance and workers' compensation coverage are in effect during the performance of any work and that the work will be completed free of liens against the Premises, and (v) the proposed alterations and additions are not approved by the City Planning Commission. Such alterations and improvements shall be done in a good, workmanlike manner and in accordance with all applicable laws, ordinances, rules and regulations.

(b) Notwithstanding the above, with regard specifically to any proposed re-partitioning of interior rooms only, the City's consent, which will be necessary, shall not be unreasonably withheld presuming that all work is to be accomplished in accordance with the City Code.

(c) The City may make such alterations and additions affecting the Premises as it might desire, provided that the same shall not materially interfere with or otherwise impair Tenant's use of the Premises consistent with this Lease.

8.3 Signage

(a) Signage on the building/facility on behalf of Tenant will be only such location, size and configuration, as permitted by the City's Building Commissioner and consistent with applicable provisions of the City's current Codified Ordinances then in effect.

(b) No signage for Tenant's purposes will be permitted on the roadway, driveway or parking areas.

(c) The cost of any approved signage will be paid for solely by Tenant.

9. DEFAULT

9.1 Events Constituting Default

For the purpose of this Lease, "default" shall mean any of the following events: (a) abandonment of the Premises by Tenant, or (b) failure by Tenant to pay any installment of rent or other money obligations within ten (10) days after the City shall have given Tenant written notice that such rent or other obligation is past due, or (c) failure by Tenant to perform or observe any other covenant or agreement under this Lease, which failure shall continue uncured for a period of thirty (30) days after delivery to Tenant of written notice thereof, or (d) Tenant's permitting the Premises to be vacant or unoccupied for more than thirty (30) consecutive days.

9.2 Effect of Default

In the event of default, the City may at its option (a) terminate this lease, or, without terminating this Lease, terminate Tenant's right to possession of the Premises under this Lease, (b) re-enter the Premises with due process of law, and consistent with requirements under law, using such force as may be necessary and remove all persons and chattels therefrom and the City shall not be liable for damages or otherwise by reason of such re-entry, (c) cure any default relating to the condition of the Premises and obtain reimbursement of expenses therefor from Tenant, or (d) employ any other remedy provided by law. The foregoing remedies may be exercised individually or cumulatively at the option of the City, and the exercise of any one shall not be deemed a waiver of the City's right to exercise one or more additional remedies under law or equity. Except as provided in this Lease, Tenant waives the necessity of demand for rent and any other demand or notice that may now or thereafter be required by any statute, regulation or decision for the maintenance by City of any action in forcible entry and detainer. The commencement of such an action by the City shall for the purpose of this Lease be equivalent to the City's exercise of its right to re-enter the Premises. Once the Lease is terminated, the City's disposition of the Premises shall be governed by a separate Right of First Refusal with the Rotary Foundation, Inc., per separate written agreement. The Tenant shall have the right to exercise any available remedies at law or equity if the City is in default of the terms of this Lease.

9.3 No Waiver of Default

No waiver of any condition or covenant of this Lease by the City or Tenant shall be construed as constituting a waiver of any subsequent breach of any such condition or covenant, or as justification or authorization for the breach or any other covenant or condition of this Lease; nor shall the acceptance of rent by the City at a time when Tenant is in default under any covenant or condition of this Lease be construed as a waiver of such default or any of the City's rights, including, but not limited to, the right to terminate this Lease on account of such default or as an estoppel against the City, or be construed as an amendment to this Lease or as a waiver by the City of any other right created herein or by law in favor of the City and against Tenant on account of such default.

10. MECHANICS' LIENS

The Tenant shall not permit any mechanics', laborers', materialmens' or other liens to stand against the Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with the work of any character performed

or claimed to have been performed on, or pertaining to the Premises solely for Tenant or under Tenant's control, whether such work was performed or materials furnished prior to or subsequent to the commencement of the term of this Lease. If any such lien shall be filed or shall attach, the Tenant shall promptly either pay the same or procure the discharge thereof by giving security or in such other manner as is required or permitted by law. If Tenant fails to do so within forty-five (45) days after receiving written notice from the City, the City may procure the discharge of such lien, by payment or otherwise, and may recover all costs and expenses of so doing from Tenant. Moreover, Tenant shall defend, indemnify and hold harmless the City from and against all claims, demands and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery, material and fuel, and shall directly pay or reimburse the City for all costs and expenses thereof, including, but not limited to, attorneys' fees (to the extent permitted by law), bond premiums and court costs.

11. NONDISCRIMINATION

Tenant agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee, applicant for employment or recipient of foodstuffs because of race, color, religion, age, creed, gender, national origin, sexual preference, or disability.

12. QUIET ENJOYMENT

Upon Tenant's paying the rent, and performing and observing the agreements and conditions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises during the term of this Lease without interference by the City or anyone claiming by, through or under the City. However, the City shall not be liable for any damage or interference with use occasioned by or from (a) any gas, water or other pipes bursting or leaking, or (b) water, snow or ice on the Premises.

13. RIGHT OF ENTRY

The City, its agents and employees shall have the right, at all reasonable times, and upon reasonable notice to Tenant, during the term of this Lease, to enter the Premises to view and inspect the same and to perform any work therein which may be required or permitted of the City hereunder; provided, however, that the City, its agents and employees shall in exercising such right not unreasonably interfere with Tenant's use of the Premises.

14. INDEMNITY BY TENANT; CITY'S NON-LIABILITY

Tenant will indemnify, hold harmless and defend the City, its agents, employees, officials, and individual board and Council members from any and all claims, liabilities, demands, costs, damage or loss to persons (including loss of life) or property which may arise from the use of the Premises or from the conduct or management of or from any work or thing done in or about the Premises by or on behalf of Tenant or any employee, agent, invitee, or licensee of Tenant, together with all costs, expenses and attorneys' fees incurred by the City in connection with any such claim, demand, or legal proceeding arising therefrom and brought against the City, unless caused by the

negligent or willful acts of the City, its employees or representatives. Furthermore, the City will not be responsible for any damages or injuries arising from vandalism or other acts of third parties; problems or defects with the building structure (for example, a leaking roof); or otherwise occasioned by any cause and resulting in damage to Tenant's property.

15. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION

15.1 Assignment and Sublease

Tenant shall not assign this Lease or any of its benefits or burdens under this Lease, or sublet all or any part of the Premises, or permit all or any part of the Premises to be used or occupied by others unless Tenant first obtains the City's prior written consent, which the City may, in its sole discretion, withhold without reason or cause; but otherwise as may be governed by a separate Right of First Refusal with another party as referenced above.

15.2 Change of Organization of Tenant

Tenant shall not terminate its existence, change its form of organization or the transfer of all, or substantially all of its assets without first having obtained the City's written consent. The City shall not unreasonably withhold such consent, and shall be deemed to consent to any change in officer status or otherwise resulting from the death or long-term disability of any officer or trustee of Tenant, any of which shall be promptly disclosed to the City. Notwithstanding, if for any reason the Tenant should lose its federal tax exempt status under law, it shall promptly inform the City of such fact which may constitute an act of default within the City's discretion.

16. NOTICES

All notices to the City
shall be sent to:

The City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Mayor
(With a copy to the Law Director)

All notices to the Tenant
shall be sent to:

The Strongsville Emergency
Food Bank, Inc.
c/o Rev. Joseph Santomen
19900 Bennington Drive
Strongsville, OH 44136

Either party may at any time change the address and/or individual officers to which notice shall be sent by advising the other party in writing of such a change. Notice shall be deemed given if sent by certified mail, postage prepaid, return receipt requested, and any such notice shall be deemed given when mailed as provided in this Section.

17. PARTIES BOUND AND BENEFITED

This Lease shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Lease shall be construed to include the corporations named herein as City, and Tenant, respectively, and their respective successors and permitted assigns. This Section shall not be construed to

abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Lease.

18. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, or any relationship between the parties hereto other than that of City and Tenant.

19. ONLY AGREEMENT

This instrument contains the entire and only agreement between the parties, and neither party has made any representations or warranties other than those contained herein. It shall not be modified in any way except by a writing signed by both parties and approved in accordance with law.

20. CAPTIONS

The captions utilized as headings for the various articles and sections of this Lease are used only as a matter of convenience for reference, and are not to be considered a part of this Lease nor to be used in determining the intent of the parties to this Lease.

21. GOVERNING LAW

The validity and construction of this Lease shall be governed by the law of the State of Ohio, where the Premises are located.

22. COUNTERPARTS

This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the City and Tenant have caused this Lease to be executed by their duly authorized officers on the dates written below.

Witnesses:

Aimee Pientka
Nancy M. Sikorski

CITY OF STRONGSVILLE
(an Ohio municipal corporation)

By: *Thomas B. Brunel*

Its: Mayor

Date: 9-16-14

Approved for form:

By: *K. M. Kraus*
Law Director

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350
FAX: (440) 234-7351

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

City Of Strongsville

DESCRIPTION

6-3-2014.

Food Bank Lease Parcel

EXHIBIT "A"

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 55, and further bounded and described as follows:

Beginning at an Iron Pin in a monument box marking the intersection of the centerline of Pearl Road (varies), with the centerline of Westwood Drive (West of Pearl);

Thence North 00 degree 10 minutes 12 seconds West along said centerline of Pearl Road, a distance of 223.34 feet to an iron pin in a monument box marking the PI of a centerline curve;

Thence North 08 degrees 03 minutes 36 seconds West along the centerline of Pearl Road, a distance of 485.90 feet to the Southwesterly corner of a parcel of land conveyed to the City of Strongsville on April 19, 1963 and recorded in Volume 10907, P. 693 of Cuyahoga County Deed Records;

Thence North 79 degrees 07 minutes 47 seconds East along the Southerly line of said land conveyed, a distance of 234.33 feet to an angle point;

Thence North 80 degrees 10 minutes 11 seconds East continuing along the southerly line of land conveyed, a distance of 420.59 feet to a point;

Thence North 43 degrees 31 minutes 47 seconds West, a distance of 100.18 feet to the southeasterly corner of a building under construction, said point being the principal place of beginning;

Thence South 89 degrees 04 minutes 52 seconds West along the southerly wall of said building, a distance of 54.83 feet to the southwesterly corner of said building;

Thence North 00 degree 55 minutes 08 seconds West along the westerly wall of said building, a distance of 36.00 feet to the Northwesterly corner of said building;

Thence North 89 degrees 04 minutes 52 seconds East along the northerly wall of said building, a distance of 54.83 feet to the Northeasterly corner of said building;

Thence South 00 degree 55 minutes 08 seconds East along the easterly wall of said building, a distance of 36.00 feet to the principal place of beginning.

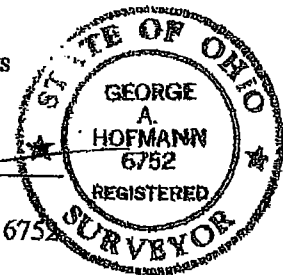
The basis of bearings is the centerline of Pearl Road (North of angle point), bearing North 08 degrees 03 minutes 36 seconds West. The courses used in this description are used to indicate angles only.

Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By: 
George A. Hofmann

Registered Surveyor Number 6752



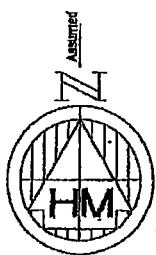
**MAP MADE TO ACCOMPANY
LEGAL DESCRIPTION OF FOOD BANK
LEASE PARCEL**

KNOWN AS BEING PART OF ORIGINAL STRONGSMILLE TOWNSHIP LOT No. 55
NOW IN THE CITY OF STRONGSMILLE, COUNTY OF CUYAHOGA, STATE OF OHIO

HOFMANN-METZKER, INC.

Registered Professional Surveyors
24 Beach St. - P.O. Box 343
Berea, Ohio 44017
(440) 234-7350 fax (440) 234-7359
email: george_hm@compuserve.com

George A. Hofmann
Registered Surveyor No. 0752
George A. Hofmann



PP 396-08-005
Village of Strongsville Cemetery

PP 396-08-006
City of Strongsville
D.V. 10907, P. 693

PP 396-10-007 & 016
Strongsville Historical Society
D.V. 92-7963, P. 14

PEARL ROAD (VARIES)

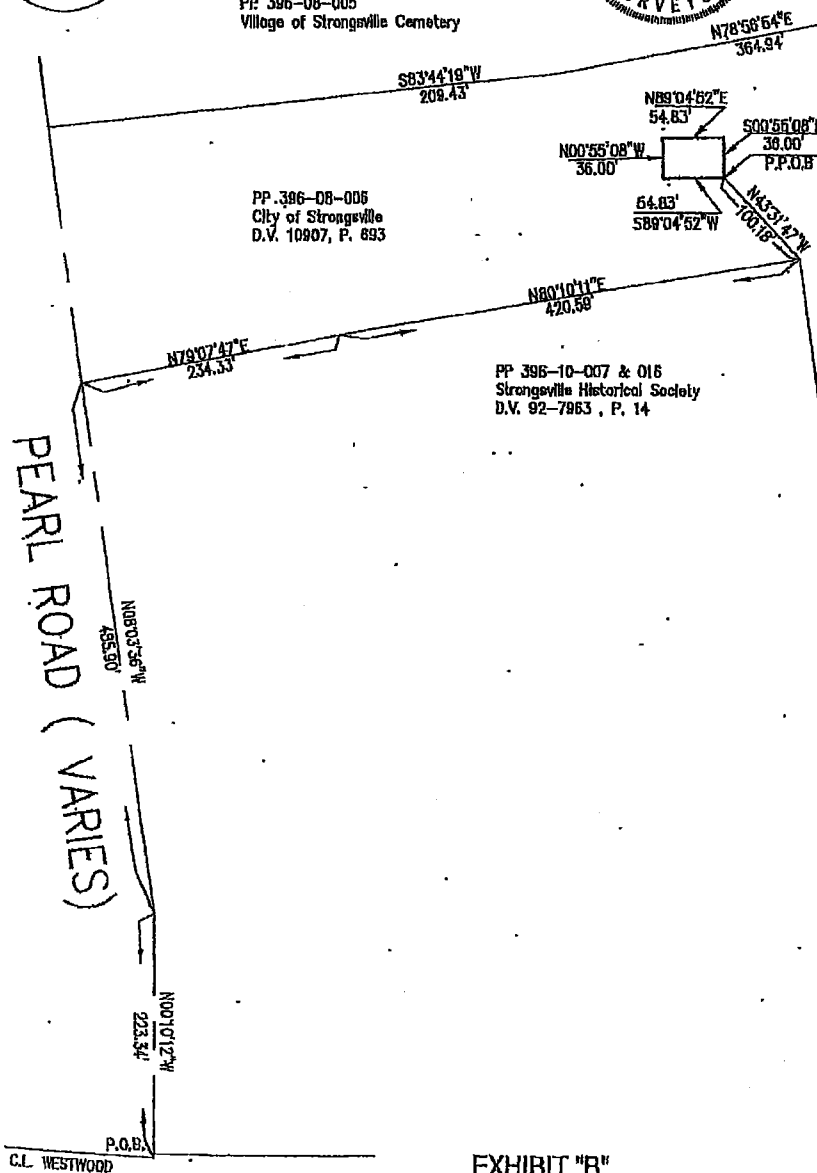


EXHIBIT "B"