

EXHIBIT "A"

# **RESTATEMENT OF LEASE AGREEMENT WITH AMENDMENTS**

BY AND BETWEEN

**CITY OF BRECKSVILLE, LESSOR**

AND

**BRECKSVILLE COOPERATIVE PRE-SCHOOL, INC., LESSEE**

**Building 10**

FOR A CERTAIN BUILDING(S) AND APPURTENANT  
AREAS LOCATED AT:

**BLOSSOM PROPERTIES**  
4430 OAKES ROAD  
BRECKSVILLE, OHIO 44141

**TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>ITEM</u></b>	<b><u>PAGE</u></b>
1	TERM.....	3
2	BASE RENT.....	3
3	COMMON AREA AND MAINTENANCE CHARGE.....	4
	Operating Cost Defined .....	5
4	REMODELING AND MAINTENANCE OF PREMISES .....	6
	General Repairs and Maintenance.....	6
	Structural and Systems.....	6
	Other Repairs and Replacements.....	6
	Plan Approval.....	7
	Quality of Work.....	7
5	USE OF PREMISES.....	7
	Other Uses.....	7
6	SIGNAGE.....	7
7	LANDSCAPING, SNOW AND ICE REMOVAL.....	7
8	RUBBISH REMOVAL.....	8
9	INSPECTION OF RECORDS.....	8
10	MANAGEMENT CONFERENCE.....	8
11	RIGHT TO ENTER PREMISES.....	8
12	MODIFICATIONS TO STRUCTURE.....	8
13	TAX ASSESSMENTS & UTILITY CHARGES .....	9
14	INSURANCE.....	9
	Public Liability Insurance.....	9
	Fire and Extended Liability Insurance.....	9
	Mutual Waiver of Subrogation.....	10
15	INDEMNIFICATION OF LESSOR.....	11
16	COMPLIANCE WITH LAW.....	11
17	LIENS.....	11
18	REMEDIES FOR BREACH .....	12
19	REDELIVERY OF PREMISES.....	13
20	NOTICES.....	13
21	POTENTIAL OPTION TO RENEW OR EXTEND.....	13
22	QUIET ENJOYMENT.....	14
23	MISCELLANEOUS .....	14
24	SUCCESSORS.....	15
24	MEMORANDUM OF LEASE.....	15

**RESTATEMENT OF LEASE AGREEMENT WITH AMENDMENTS**

**THIS RESTATEMENT OF LEASE AGREEMENT WITH AMENDMENTS** made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the CITY OF BRECKSVILLE, an Ohio Municipal Corporation (herein called the “City” or “Lessor”), and BRECKSVILLE COOPERATIVE PRE-SCHOOL, INC., an Ohio Not-for-Profit Corporation, (herein called the “Lessee,”), shall supersede the prior Lease Agreement, First Amendment to Lease Agreement and Second Amendment to Lease Agreement, between the parties. This Restatement of Lease Agreement with Amendments is made pursuant to authority duly adopted by the City on June 18, 2024 and authorized by the appropriate proceedings of the Lessee taken on \_\_\_\_\_, 2024, respectively, copies of which are attached hereto as Exhibits “A” and “B.” As required by the context herein, and as permitted by law, reference to the “City” shall also include its respective officials, agents and employees.

The City for and in consideration of the covenants and agreements hereinafter set forth on the part of the Lessee to be kept and performed, has demised and leased, and does hereby demise and lease unto the Lessee, and the Lessee does hereby take and hire, upon and subject to the conditions hereinafter expressed, the building(s) and improvements therein, plus the approved additions to the Building located at 4430 Oakes Road, Brecksville, Ohio 44141, also known as Building No. 10, as further described in Exhibit “C” attached hereto, which is made a part of this Lease, hereinafter referred to as the Building and/or Premises, which is a part of certain other lands and buildings owned by the City of which this Building is a part, which collectively shall be known as the “Blossom Complex.”

**SECTION 1**

**TERM**

1. Unless terminated sooner as provided herein, the term of this Restatement of Lease Agreement with Amendments shall be for a period of five (5) years commencing July 1, 2024 and ending June 30, 2029.

**SECTION 2**

**BASE RENT**

2. The Lessee shall pay to the City as base annual rent for the first year of the term (July 1, 2024 and ending June 30, 2025) the sum of Nine Thousand Nine Hundred Sixty-Six Dollars and Zero Cents (\$9,966.00) payable in quarterly installments of Two Thousand Four Hundred Ninety-One Dollars and

Fifty Cents (\$2,491.50). The first installment due on July 1, the second installment due on October 1, the third installment due on January 1, and the fourth installment due on April 1. The aforesaid annual rent sum is derived from the 3,322 square feet multiplied by Three Dollars and Zero Cents (\$3.00).

The Lessee shall pay to the City as base annual rent for the second year of the term (July 1, 2025 and ending June 30, 2026) the sum of Ten Thousand Three Hundred Fourteen Dollars and Eighty-One Cents (\$10,314.81) payable in quarterly installments of Two Thousand Five Hundred Seventy-Eight Dollars and Seventy Cents (\$2,578.70). The first installment due on July 1, the second installment due on October 1, the third installment due on January 1, and the fourth installment due on April 1. The aforesaid annual rent sum is derived from the 3,322 square feet multiplied by Three Dollars and Eleven Cents (\$3.11).

The Lessee shall pay to the City as base annual rent for the third year of the term (July 1, 2026 and ending June 30, 2027) the sum of Ten Thousand Six Hundred Seventy-Five Dollars and Eighty-Three Cents (\$10,675.83) payable in quarterly installments of Two Thousand Six Hundred Sixty-Eight Dollars and Ninety-Six Cents (\$2,668.96). The first installment due on July 1, the second installment due on October 1, the third installment due on January 1, and the fourth installment due on April 1. The aforesaid annual rent sum is derived from the 3,322 square feet multiplied by Three Dollars and Twenty-One Cents (\$3.21).

The Lessee shall pay to the City as base annual rent for the fourth year of the term (July 1, 2027 and ending June 30, 2028) the sum of Eleven Thousand Forty-Nine Dollars and Forty-Eight Cents (\$11,049.48) payable in quarterly installments of Two Thousand Seven Hundred Sixty-Two Dollars and Thirty-Seven Cents (\$2,762.37). The first installment due on July 1, the second installment due on October 1, the third installment due on January 1, and the fourth installment due on April 1. The aforesaid annual rent sum is derived from the 3,322 square feet multiplied by Three Dollars and Thirty-Three Cents (\$3.33).

The Lessee shall pay to the City as base annual rent for the fifth year of the term (July 1, 2028 and ending June 30, 2029) the sum of Eleven Thousand Four Hundred Thirty-Six Dollars and Twenty-One Cents (\$11,436.21) payable in quarterly installments of Two Thousand Eight Hundred Fifty-Nine Dollars and Five Cents (\$2,859.05). The first installment due on July 1, the second installment due on October 1, the third installment due on January 1, and the fourth installment due on April 1. The aforesaid annual rent sum is derived from the 3,322 square feet multiplied by Three Dollars and Forty-Four Cents (\$3.44).

The rent specified herein shall be paid to the City no later than the fifth (5th) day of each month. Any rents received by the City subsequent to such time shall, in addition to the base rental amount,

include a 5% administrative late fee. Rent shall be paid to the City at the place provided for in Section 20 below, or to such other party or to such other place as the City may from time to time designate in writing.

### SECTION 3

#### COMMON AREA AND MAINTENANCE CHARGE

3. (a) The Lessee agrees to pay the City a sum equal to Two Thousand Thirty-Four Dollars and Zero Cents (\$2,034.00) for the first year of the term for the operating costs (defined in (b) below), and expenses incurred by the City relating to the entire Blossom Complex, (CAM charge). The foregoing sum shall be paid in four (4) installments of Five Hundred Eight Dollars and Fifty Cents (\$508.50) on a quarterly annual basis within ten (10) days of the receipt of an invoice from the same by the City. The second year of the term the annual CAM charge will increase three and one half of a (3.5) percent to Two Thousand One Hundred Five Dollars and Nineteen Cents (\$2,105.19). The foregoing sum shall be paid in four (4) installments of Five Hundred Twenty-Six Dollars and Thirty Cents (\$526.30) on a quarterly annual basis within ten (10) days of the receipt of an invoice from the same by the City. The third year of the term the annual CAM charge will increase three and one half of a (3.5) percent to Two Thousand One Hundred Seventy Eight and Eighty-Seven Cents (\$2,178.87). The foregoing sum shall be paid in four (4) installments of Five Hundred Forty-Four Dollars and Seventy-Two Cents (\$544.72) on a quarterly annual basis within ten (10) days of the receipt of an invoice from the same by the City. The fourth year of the term the annual CAM charge will increase three and one half of a (3.5) percent to Two Thousand Two Hundred Fifty-Five Dollars and Thirteen Cents (\$2,255.13). The foregoing sum shall be paid in four (4) installments of Five Hundred Sixty-Three Dollars and Seventy-Eight Cents (\$563.78) on a quarterly annual basis within ten (10) days of the receipt of an invoice from the same by the City. The fifth year of the term the annual CAM charge will increase three and one half of a (3.5) percent to Two Thousand Three Hundred Thirty-Four Dollars and Six Cents (\$2,334.06). The foregoing sum shall be paid in four (4) installments of Five Hundred Eighty-Three Dollars and Fifty-One Cents (\$583.15) on a quarterly annual basis within ten (10) days of the receipt of an invoice from the same by the City.

(b) **Operating Costs Defined.** The "Operating Costs" of the Blossom Complex are hereby defined to include all real estate taxes and assessments, if any, which may be levied on the real property (land and buildings) of which the Premises are a part; snowplowing, ice removal, and all charges for landscaping and maintaining the common grounds; all charges for the maintenance, repair and/or

replacement of all common area roadways, driveways, parking lots, utility services lines including but not limited to water, sewer, electric and gas; and all other maintenance, operation, service or repair expenses and costs of supplies expended in connection with the operation of the Blossom Complex which are incident to the common use by the facilities comprising the Blossom Complex.

#### **SECTION 4**

##### **REMODELING AND MAINTENANCE OF PREMISES**

4 **General Repairs and Maintenance.** The Lessee shall in all respects and at its sole expense, maintain the Premises in a good and safe condition, repair and state of cleanliness, and shall make all repairs and replacements of every kind, nature and description as are necessary or required by any governmental entity.

5. **Structural and Systems.** The Lessee shall assume the entire cost of the repair, maintenance and replacement, if and when needed, of the heating, electrical and air conditioning systems, water, plumbing and sewer systems, under the slab and elsewhere which serve the subject Premises. The Lessee shall keep the structural portions of the Premises in good and tenantable condition and repair during the term of this Lease Agreement and agrees to repair, maintain and replace same as needed or required by any governmental entity.

6. **Other Repairs and Replacements.** The Lessee shall also undertake the entire cost of each and every other repair or replacement required at or for the Premises, including the parking lots exclusively serving the Premises. It is the intention of this provision to totally and completely relieve the City of any and all responsibility for the cost or the undertaking of any and all repairs or replacements for these Premises. All environmental or other health hazards which may exist at these Premises shall be removed by the Lessee at its sole cost and expense. In addition, during the term of this Lease Agreement or any renewals or continuations thereof, the Lessee at its sole cost and expense shall perform such work as may be necessary to comply with any order of any governmental entity relative to these premises for any lawful reason whatsoever. The Lessee additionally agrees to pay any fees, fines, penalties or other monetary imposition levied or imposed upon these Premises by any governmental entity for whatever lawful reason resulting from any action or inaction of the Lessee.

7. **Plan Approval.** No structural changes, additions, or remodeling of the Premises shall be made by the Lessee except with the prior written consent of the City. In the event of any proposed additions, remodeling or repairs which are to be made to the Building, the Lessee shall provide the

City with the plans and specifications for same and no work shall commence until such time as such plans and specification are approved by the City in writing.

8. **Quality of Work.** The Lessee further agrees to have all work done in a manner consistent with all applicable governmental laws, rules and regulations and to secure any and all necessary permits and/or licenses to perform said work.

9. **(Delete Base Rental Credits. Reserved)**

#### **SECTION 5**

#### **USE OF PREMISES**

10. The Lessee agrees that the Premises shall be exclusively used for providing pre-school educational facilities and for no other purposes whatsoever, unless said use is first approved by the City in writing. The Lessee shall not assign this Lease or any right, title, interest, estate or obligation of the Lessee hereunder, or sublease, without the express prior consent of the City, which consent may be withheld for any reason within the sole discretion of the City.

11. **Other Uses.** The Lessee agrees that it will not permit, authorize or allow any other person, organization or other entity, whether private or public, to use the Premises for any purpose whatsoever without first obtaining the City's written permission.

#### **SECTION 6**

#### **SIGNAGE**

12. All exterior signs of every kind, nature and description shall not be erected by Lessee or its agents during the term of this Lease Agreement or any renewal or continuation hereof, unless and until the Lessee first secures the written approval of the City. Lessee, at the end of the term of the Lease or any renewal or continuation hereof, shall be required to remove said signs from the Premises and Lessee shall repair any damage that may have been occasioned to the Premises by reason of such removal.

#### **SECTION 7**

#### **LANDSCAPING, SNOW AND ICE REMOVAL**

13. The Lessee shall in all respects and at its sole expense maintain the area delineated in Exhibit "C" including but not limited to the grounds, including lawns, plant beds, walks and driveways, if

any, in good condition, repair and state of cleanliness, shall removal all snow and ice therefrom, and shall make all repairs and replacements as necessary.

**SECTION 8**

**RUBBISH REMOVAL**

14. The Lessee shall make arrangements for the collection, removal and disposal of any and all wastes generated by its use of the Premises and shall place same out for collection on the regular rubbish collection day as established by the Lessor.

**SECTION 9**

**INSPECTION OF RECORDS**

15. The Lessee shall at all reasonable times give to the authorized representatives of the City such information relating to the operation of said Premises as they may reasonably request, and shall permit them to inspect the records of the Lessee relating to said operations.

**SECTION 10**

**MANAGEMENT CONFERENCE**

16. Upon reasonable notice, the representatives of the City and the Lessee shall meet at the request of either to discuss the operations of the parties under this Lease.

**SECTION 11**

**RIGHT TO ENTER PREMISES**

17. The City, by its duly authorized representatives, shall have the right to enter the Premises during usual business hours for the purpose of inspecting it and the operations therein and for the purpose of making repairs which may be necessary by reason of the Lessee's failure to perform any such act required of it hereunder, provided that to the extent practicable any such work shall be scheduled so as to minimize interference with normal Building operations.

**SECTION 12**

**MODIFICATIONS TO STRUCTURE**



18. All additions, changes, modifications and repairs, replacements, extensions, buildings and structures erected on or made to the leased Premises during the term of this Lease shall at once be and become the absolute property of the City unless the parties mutually agree otherwise.

**SECTION 13**

**TAXES ASSESSMENTS & UTILITY CHARGES**

19. Beginning with the commencement of this Lease and continuing thereafter during the term of this Lease, or any renewal or continuation hereof, the Lessee shall pay all gas, electric, telephone, water, sewer, and other utility charges and fees for service provided to the leased Premises.

**SECTION 14**

**INSURANCE**

20. **Public Liability Insurance.** Beginning with the commencement of this Lease and continuing thereafter during the term of this Lease, or any renewal or continuation hereof, the Lessee shall keep in full force and effect Public Liability Insurance, naming the City of Brecksville as an additional insured, with a minimum combined single limit of one million dollars (\$1,000,000) on account of bodily injuries to or death of one or more persons as a result of any one accident or disaster and on account of damage to property, and shall deposit a copy of the policy, or policies, of such Insurance, or Certificates thereof with the City.

21. **Fire and Extended Coverage.** Beginning with the commencement of this Lease, the City shall at all times during the term or any renewal or continuation hereof maintain in full force and effect, Fire and Extended Coverage policy or policies of insurance in an amount not less than one hundred percent (100%) of the full replacement cost of the leased Building(s) as updated from time to time during the entire term, renewal or continuation of the Lease.

22. The premium for the aforesaid insurance shall be paid by the Lessee within ten (10) days of the presentment of an invoice for same by the City.

23. Said policy or policies shall provide protection against any peril included within the classification "Fire and Extended Coverage" together with insurance coverage against sprinkler damage, vandalism and malicious mischief.

24. In the event the building(s) leased to the Lessee shall be more than twenty-five percent (25%) destroyed by the elements, fires, or other causes, the City may cancel this Lease within thirty (30) days after such destruction, by giving notice to the Lessee as provided in Section 20 of this Lease entitled

“Notices” stating such intention to terminate this Lease. In the event the City exercises such option, this Lease shall cease upon the mailing of such notice, and the Lessee shall surrender possession of the Premises. The City shall retain all proceeds received by it from any insurance carrier in settlement of any loss described herein. In the event the City does not cancel this Lease Agreement within thirty (30) days after more than twenty-five percent (25%) destruction of the building, or in the event the building is destroyed twenty-five percent (25%) or less, the City shall proceed to make the repairs necessary to put the building in its former condition and said Lease shall not terminate, but during the time in which such repairs are being made, no rent shall be payable except pro-rata for such parts of said Premises as may be then used and occupied by the Lessee.

25. The City shall not be obligated to make any repairs or replacements to the damaged buildings beyond the sums available to it from the proceeds of the insurance described in Paragraph 21 herein. However, the Lessee may add such moneys to any insurance proceeds as are necessary to complete repair, reconstruction or replacement of the Premises to the extent it desires additional work to be undertaken.

26. In addition, the Lessee agrees to pay to the City any increase in premiums to any other of the City’s insurances as a result of the lease of these premises to the Lessee.

27. **Mutual Waiver of Subrogation.** To the extent permitted by law and provided the same does not invalidate or diminish any insurance required to be carried hereunder, Lessor and Lessee each agree to cause to be included in their respective policies of fire and extended coverage insurance the agreement of the insurer thereof that said policies shall not be invalidated by a waiver of claim by the insured against Lessor or Lessee, as the case may be, and each will furnish evidence thereof to the other. In addition to any other waiver herein Lessor and Lessee each hereby waive any claim against the other for any property loss resulting from any cause, including the negligence of the other, to the extent of the insurance proceeds available therefor. All property insurance policies carried by either party covering the Premises, including but not limited to, contents, fire, and casualty insurance shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the Lessee pays such extra cost for all policies whether Lessor’s or Lessee’s. If cost shall be chargeable therefor on behalf of the Lessor’s policy or policies, the Lessor shall notify Lessee of the cost and the Lessee shall pay same. The failure of any insurance policy to include such waiver clause or endorsement shall not affect the validity of this Lease.

**SECTION 15**

**INDEMNIFICATION OF LESSOR**

28. Lessee shall defend, indemnify and save harmless the City, its agents and employees against any liability or claim thereof, including the expenditures of attorney fees in the defense of any litigation or otherwise, whether for injury to persons, including death, or damage to property arising out of the condition, use or in any way related to the leased Premises occurring after delivery of exclusive possession of said Premises to Lessee.

**SECTION 16**

**COMPLIANCE WITH LAW**

29. The Lessee, during the term of this Lease and any renewal or continuation thereof, shall comply with all applicable governmental laws, ordinances, regulations and requirements relating to maintenance, use and occupancy of the Premises.

30. The Lessee shall comply with all orders, regulations, rules and requirements of every kind and nature relating to the Premises and of any other governmental authority having jurisdiction with respect thereto; will pay the cost and expense incidental to such compliance and will indemnify and save harmless the City from expense and damage by reason of any claim, notice, orders, violation or penalties, or by reason of failure to comply with the orders, regulations, rules or requirements of any such other authority.

**SECTION 17**

**LIENS**

31. The Lessee shall not permit any mechanic's, materialmen's, service or similar liens or attested accounts or claims against public funds to remain upon the leased Premises for labor or material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed on the leased Premises or at the direction or with the consent of the Lessee whether such work was performed or materials furnished after the commencement of the term of this Lease. The Lessee may, however, contest the validity of any such lien or claim, provided Lessee shall give the City reasonable security or take other action in accordance with Chapter 13 of the Ohio Revised Code, to insure payment and to prevent any sale, foreclosure or forfeiture of the leased Premises by reason of such non-payment, if required by City. Upon a final

determination of the validity of any such lien or claim, Lessee shall immediately pay any judgment of decree rendered against Lessee or City with all proper costs and charges and shall cause such lien to be released of record without cost to City.

**SECTION 18**  
**REMEDIES FOR BREACH**

32. If the Lessee at any time during the term of this Lease or any renewal or continuation thereof, shall fail to observe or perform any of the Lessee's covenants, agreements, or obligations hereunder; and if any such default shall not be cured within thirty (30) days after the City shall have given written notice to the Lessee specifying such default; and if at the expiration of said number of days after the service of such notice, the default or happening of the contingency upon which said notice was based shall continue to exist; or in the case of default or contingency which cannot with due diligence be cured within a period of thirty (30) days; if the Lessee fails to proceed promptly after the service of such notice and with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within thirty (30) days, that the time of the Lessee within which to cure the same shall be extended for such period as may be necessary to complete the same with due diligence); or if the Lessee abandons or vacates the said Premises without authorization or permitted cause; then in any such event, the City shall have the right while such default shall continue, to give the Lessee notice of the City's intention to terminate this Lease and all the Lessee's rights hereunder on a date specified in such notice, which date shall not be less than ten (10) days after the date of the giving of such notice and, on the date specified in such notice, this Lease and all rights granted to the Lessee hereunder shall come to an end; and the Lessee hereby covenants to peacefully and quietly to yield up and surrender to the City such leased Premises and all structures, buildings and improvements located thereon.

33. If the Lessee fails at any time to make any payment or perform any act on their part to be made or performed hereunder, then the City may, but shall not be obligated to so do, and without notice to or demand upon the Lessee, and without releasing the Lessee from any of its obligations under this Lease or waiving any default, make such payment or perform such act.

34. If the failure on the part of the Lessee includes the failure to procure or maintain the insurance as provided in Section 14 hereof, then the City may obtain such insurance at the Lessee's expense, without regard to the notice requirements of this Section.

35. All sums paid by the City and all costs and incidental expenses in connection with such performance by the City as contemplated herein shall be reimbursed to the City by the Lessee on demand, and the City shall have, in addition to any other right or remedy of the City, the same rights and remedies as in the case of failure of the Lessee to observe any of their other covenants as provided in this Section.

**SECTION 19**

**REDELIVERY OF PREMISES**

36. At the expiration of the term of this Lease or of any renewal or continuation thereof, the Lessee will surrender and deliver up to the City the demised Premises and the improvements thereon, in good repair and condition, subject only to ordinary wear and tear.

**SECTION 20**

**NOTICES**

37. Any notice, permitted or required hereunder, shall be in writing and shall be deemed to have been properly given by mailing such notice by registered or certified mail, postage prepaid, addressed to such party as follows:

(a) To the Lessor:

City of Brecksville  
Brecksville City Hall  
9069 Brecksville Road  
Brecksville, Ohio 44141

(b) To the Lessee:

Brecksville Cooperative Pre-School, Inc.  
P. O. Box 41385  
Brecksville, Ohio 44141

(c) Or such other address as either party may from time to time designate in writing at least fifteen (15) days in advance of such notice.

**SECTION 21**

**POTENTIAL OPTION TO RENEW OR EXTEND**

38. The Lessee shall have the right and option, unless the City as its sole and complete discretion declines to renew this Lease Agreement, to renew this Lease Agreement for two (2) additional periods of three (3) years at the expiration of the initial term, upon the same terms and conditions contained herein except for the provisions contained in Sections 2, 3, and 4 (Paragraph 9).

39. The matters contained in Sections 2, 3, and 4 (Paragraph 9) shall be negotiated between the parties hereto and mutually agreed upon for the potential renewal period for which the Lessee exercises its option to renew. In the event the parties cannot mutually agree upon the matters contained in the aforesaid Sections 2, 3, and 4 (Paragraph 9), or if the City simply declines to renew this Lease Agreement, then this Lease shall terminate upon the expiration of the current term or current renewal term or upon the giving of thirty (30) days written notice to the other party, whichever event occurs later.

40. In the event the Lessee desires to exercise its option to renew, the Lessee shall provide the City with written notice of such intention to exercise its option to renew at least ninety (90) days prior to the expiration of the initial term of this Lease or any renewal term specified herein.

**SECTION 22**  
**QUIET ENJOYMENT**

41. The City hereby covenants and agrees that if Lessee shall perform all of the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during the continuance hereof have the peaceful and quiet enjoyment and possession of the Premises without any manner of hindrance from the City or any person or persons lawfully claiming the Premises, save and except in the event of the taking of said Premises by public or quasi-public authority or as provided in Paragraph 32 of this Agreement.

**SECTION 23**  
**MISCELLANEOUS**

42. All terms and words used in this Lease, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Lease or any paragraph or clause herein may require, the same as if such words have been fully and properly written in the number and gender. The headings of Sections and paragraphs, if any, to the extent used herein are used for reference only, and in no way define, limit or describe the scope of intent of any provisions hereof.

43. All references to duly enacted statutes, contained herein, shall also apply to such statutes as they may hereafter be amended, modified or reenacted. In the event of the repeal of any referenced statute, comparable statutes, if any, shall govern, if possible.

44. This Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

45. The City agrees to consider all reasonable requests made by Lessee in good faith concerning the matters contained herein.

46. The City agrees to permit the use of a Community Center meeting room twice per year, with prior approval of the City, during the term of this Lease for Lessee to have meetings at no charge.

**SECTION 24**

**SUCCESSORS**

47. The covenants and agreements herein contained shall bind and inure to the benefit of the parties and their respective successors and assigns as the same may be permitted herein.

**SECTION 25**

**MEMORANDUM OF LEASE**

48. Either party may, at its expense, record a short form memorandum of this Lease, which shall describe the term, renewal rights and other such pertinent information as such party deems appropriate. However, the failure to record such a short form memorandum shall not affect or impair the validity or effectiveness of the within Lease as between the parties, their successors or assigns.

**IN WITNESS WHEREOF**, the City has caused this Lease to be executed by its Mayor and the Lessee has caused this Lease to be executed by the \_\_\_\_\_ and \_\_\_\_\_ of the Lessee, as of the date first above written, pursuant to authority duly granted by the Council of the City of Brecksville and the appropriate governing authority of the Lessee.

**THE CITY OF BRECKSVILLE, Lessor**

\_\_\_\_\_  
Daryl J. Kingston, Mayor  
City of Brecksville

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
David J. Matty, Director of Law  
City of Brecksville

**BRECKSVILLE COOPERATIVE PRE-SCHOOL, INC.  
An Ohio Not-for-Profit Corporation, Lessee**

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Title



**CITY OF BRECKSVILLE**

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CUYAHOGA        )

**NOTARY PUBLIC**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said County and State, personally appeared Daryl J. Kingston, the Mayor of the City of Brecksville, Ohio, to me personally known, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of said City of Brecksville, Ohio, and the voluntary and corporate act and deed of said City of Brecksville, Ohio.

**IN WITNESS WHEREOF**, I have hereunder subscribed my name and affixed my official seal on the date and year aforesaid.

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

**BRECKSVILLE COOPERATIVE PRE-SCHOOL, INC.**

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF CUYAHOGA        )

**NOTARY PUBLIC**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and the \_\_\_\_\_ of the Brecksville Cooperative Pre-School, Inc., an Ohio Not-for-Profit Corporation, Lessee, both to me personally known, and acknowledged their signing of the foregoing instrument, and that the same is their voluntary act and deed on behalf of said Brecksville Cooperative Pre-School, Inc., and the voluntary and corporate act and deed of said Brecksville Cooperative ,Pre-School, Inc.

**IN WITNESS WHEREOF**, I have hereunder subscribed my name and affixed my official seal on the date and year aforesaid.

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

**EXHIBIT A**

**ORDINANCE BY CITY AUTHORIZING LEASE**

**EXHIBIT B**

**AUTHORIZATION BY BRECKSVILLE COOPERATIVE PRE-SCHOOL, INC.**

**TO ENTER LEASE**

**EXHIBIT C**

**PLAT OF LEASED PREMISES**

**EXHIBIT D**

**APPROVED LIST OF RENT CREDITS**

No rent credits are available for this Lease Agreement.