

THE DIOCESE OF STEUBENVILLE

OFFICE OF CIVIL LAW

March 7, 2023

John Haswell, Superintendent
Shadyside Local Schools
3890 Lincoln Avenue
Shadyside, OH 43947

RE: Lease Agreement, Diocese of
Steubenville and Shadyside Local School
District

Dear Mr. Haswell:

Enclosed you find a signed copy of the Lease Agreement between the Diocese of Steubenville and the Board of Education of the Shadyside Local School District for the property in Shadyside.

A copy has also been emailed to Dan Lauter, Attorney for Shadyside Local School District.

Should you have any questions, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Thomas S. Wilson".

THOMAS S. WILSON

TSW:dk
Enclosure

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 16th day of February 2023, by and between the **DIOCESE OF STEUBENVILLE, Jeffrey M. Monforton, bishop, Trustee for the Congregation of the Roman Catholic Church of St. Mary, Shadyside, Belmont County, Ohio**, whose mailing address is 422 Washington Street, P. O. Box 969, Steubenville, OH 43952, hereinafter referred to as "**Landlord**" and **BOARD OF EDUCATION OF THE SHADYSIDE LOCAL SCHOOL DISTRICT**, a political subdivision, whose tax mailing address is 3892 Central Ave., Shadyside, OH 43947, hereinafter referred to as "**Tenant**."

RECITALS

A. **Landlord** owns certain real property in Belmont County, Ohio, commonly known as Saint Mary School, located at 360 East 40th Street, Shadyside, OH 43947, and surrounding grounds and improvements. Collectively, the school building, rectory, and surrounding grounds and improvements will be hereinafter referred to as the **Common Areas**.

B. **Tenant** is a local school district located in Belmont County, Ohio.

C. The **Tenant** will be constructing a new school building; and during said period, the school district is in need of a facility for the students in the school district.

D. **Tenant** desires to lease the **Real Property** to teach students and to provide administrative offices during the construction period.

AGREEMENT

LANDLORD and **TENANT**, each in consideration of the acts and promises of the other, hereby agree as follows:

1. **LEASE DESCRIPTION OF PREMISES:** Except as stated otherwise in this Lease, Landlord hereby leases to Tenant, for its exclusive use during school hours (defined below), certain portions of the Real Property described as follows and collectively referred to as the "**Premises**."
 - a. The school building, the rectory, and surrounding grounds and improvements.
 - b. Landlord shall be able to use the school building for its Parish School of Religion on Sundays from 4:30 PM to 7:00 PM.
 - c. Landlord agrees that the operation of the Parish School of Religion shall not interfere with Tenant's use of the Premises for school purposes.

Tenant's lease of the **Premises** shall include the non-exclusive right, throughout the term of this Lease, to use the buildings' restrooms, hallways, appurtenant parking and drive areas, and all other common areas located in or on the **Real Property** of which the

Premises are a part (collectively, the Common Areas). Landlord and Tenant agree to work cooperatively with respect to each party's scheduled use of shared areas.

2. **TERM/SCHOOL HOURS**: The term of this Lease shall commence on August 1, 2023 ("Commencement Date") and shall expire on July 31, 2028.
3. **RENT**: Tenant shall pay to Landlord, as rent for the Premises and the Common Areas, and as consideration for all services and other amenities provided to Tenant under this Lease, **Three Thousand Five Hundred Dollars (\$3,500.00)** per month, beginning on the 1st day of August 2023, and thereafter on or before the 15th day of each calendar month of the term. The rent shall be payable without setoff and without notice or demand. Rent shall be prorated on a per diem basis for any partial calendar month falling within the term. Tenant shall deliver rent payments to Landlord's notice address stated above (to the attention of Rev. M. Daniel Heusel) or such other address as Landlord may designate from time to time by written notice.
4. **USE OF PREMISES**: Tenant shall use and occupy the Premises solely for the operation of a school program, along with incidental activities and uses necessary in connection therewith, and for no other purpose without Landlord's express written consent in advance. Tenant shall not use or allow the Premises to be used for any unlawful purpose, and Tenant shall be responsible for ensuring that the business and activities conducted on the Premises by Tenant comply with all laws, ordinances, rules, and regulations of federal, state, and local governmental authorities and agencies having jurisdiction thereover. Tenant shall be responsible for obtaining and maintaining all licenses, permits, and other certificates and approvals required in connection with Tenant's educational programs and related activities conducted on the Premises.

Subject to Landlord's obligations hereunder, Tenant shall be responsible for providing all of Tenant's own equipment, furnishings, materials, personnel, and anything else needed in connection with Tenant's permitted use of the Premises.

5. **ACCESS TO PROPERTY SECURITY**: Tenant shall have the right to exclusive control of access to the Premises during school hours, and there will be no visitors permitted unless authorized by Tenant in writing. In addition, all entrances to the classroom space will remain secure during school hours. Notwithstanding any other term of this Agreement, Tenant's use of the rectory and one (1) classroom within the Premises shall be exclusive at all times during the term of this Agreement.
6. **REPAIRS AND MAINTENANCE**: After the commencement date, Landlord shall be responsible, at Landlord's expense, for maintaining, repairing, and, as necessary, replacing every portion of the Premises, the buildings of which the Premises are a part, and all interior and exterior Common Areas, as required to keep the same in good, safe, operating condition through the term, reasonable wear and tear excepted, including all components of the buildings (structural, exterior, mechanical, and interior, including all doors, windows, the roof and roof system, and all other components of the buildings), any access and parking areas and sidewalks, interior and exterior lighting, and all other

improvements that are part of or appurtenant to the Premises, along with all plumbing, electrical, and heating and cooling systems, and other mechanical and utility systems, lines, fixtures, facilities, and equipment serving the Premises and the buildings. Landlord also shall keep the Premises at all times in a clean and sanitary condition, including keeping all lawn and landscaped areas and other open areas regularly mowed, groomed, and maintained.

During school hours, Tenant shall be responsible for trash removal from the Premises and for janitorial/sanitation service for the Premises as a standard equal to the janitorial/sanitation service that Tenant is required to meet for its other school buildings in the school district. During non-school hours, when Landlord uses the Premises, Landlord shall provide for janitorial service for and trash removal from the Premises.

Tenant shall be responsible for snow removal services for all parking and drive areas and sidewalks during school hours only.

Without limiting Landlord's obligations herein, Landlord also shall take such steps as are necessary to avoid waste occurring to the Premises and shall keep the building in compliance with all safety and building codes. Landlord acknowledges that Tenant shall have no maintenance or repair obligations whatsoever with respect to any portion of the Premises, except that Tenant shall be responsible for maintaining its own furnishings, personal property, and other contents owned by Tenant and located in the Premises or otherwise located in the buildings.

7. **ALTERATIONS:** Landlord shall not be required to make any alterations of the Premises in preparation for Tenant's use thereof. If Tenant requires any alterations of the Premises in preparation for Tenant's use thereof, it shall be at Tenant's expense. Tenant shall not make any permanent or affixed additions or improvements to the Premises or any alterations to the existing improvements in or around the Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld. Tenant shall be responsible for ensuring that any permitted alterations or additions are completed in a good and workmanlike manner, in compliance with all applicable laws, codes, and required governmental permits. In no event shall Tenant have the right to create or permit there to be established any lien or encumbrance of any nature on the buildings or Landlord's interest therein for work performed on or materials supplied to the Premises, and Tenant shall fully pay the cost of any improvements made or work or materials contracted for by Tenant. Prior to the commencement of any work by Tenant, Tenant shall obtain or demonstrate to Landlord's reasonable satisfaction that Tenant's contractors have obtained public liability and workers' compensation insurance to cover every contractor to be engaged by Tenant and shall, upon request, deliver duplicate originals of all certificates of such insurance to Landlord.
8. **UTILITIES:** Separate utility meters shall be installed by Landlord, at Landlord's expense, for utility services to be provided exclusively to the Premises. Tenant agrees to reimburse Landlord for the full cost of utility services provided exclusively to the

Premises during the term of this Agreement. Tenant shall pay Landlord within ten (10) days of written notice from Landlord containing the relevant utility bill.

9. **TAXES:** Landlord shall be responsible for the payment of all real estate taxes and assessments, if any, payable with respect to the Premises, the buildings, and underlying land during the term.
10. **INSURANCE:** Landlord shall obtain and maintain throughout the term of this Lease (a) a policy of commercial general liability insurance with respect to its ownership, operation, maintenance, and use of the buildings and surrounding areas, in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, naming Tenant as additional insured with respect to liabilities arising out of Landlord's ownership, operation, maintenance, and use of the common areas in and around the building; and (b) a policy of special or broad form property insurance covering the buildings and all fixtures and other permanent improvements in or around the buildings, in an amount equal to the full replacement value of such property, naming Landlord as loss payee with respect to its own improvements.

Tenant shall obtain and maintain throughout the term of this Lease a policy of special or broad form property insurance covering all of Tenant's own personal property, equipment, trade fixtures, and other contents located or installed in or around the Premises, in an amount equal to the full replacement value of such property. Tenant shall name Landlord as additional insured/loss payee on Tenant's policy of liability insurance.

Each party may maintain its insurance coverages (except Landlord's property insurance for the buildings) under a blanket policy or policies. Each party's insurance policies shall not be cancellable or subject to expiration without at least thirty (30) days' prior written notice to the other party. Each party shall provide the other party with proof of the required insurance coverages hereunder immediately upon request from the other party.

11. **WAIVER OF SUBROGATION:** Landlord and Tenant each hereby releases and waives all rights of subrogation against the other, and the other party's officers, members, directors, owners, employees, and agents from any and all liability or responsibility for any loss or damage to property or loss of business covered by the releasing and waiving party's policies of insurance, or required to be covered by the releasing and waiving party pursuant to the terms of this Lease, even if the fire or other cause of the loss or damage has been caused by the fault or negligence of the other party or anyone for whom such party may be responsible. Landlord covenants to include a waiver of subrogation clause to such effect in Landlord's insurance policies required to be carried hereunder.
12. **CASUALTY:** If the premises and/or the buildings are damaged or destroyed by fire or other casualty during the term, then, subject to any election by Tenant to terminate this Lease pursuant to the provisions of this Section, Landlord shall restore the damaged part of the premises and/or building to substantially the same condition as existed prior to the casualty, and Landlord shall be responsible for restoring any fixtures, equipment, and other property of Landlord located or installed in or on the Premises and the buildings. If

the damage to the Premises or Common Areas of the buildings will require more than thirty (30) days to restore, then Tenant may terminate this Lease at any time within thirty (30) days after the date of the casualty (or, if later, Tenant may terminate this Lease within ten (10) days after any insurance settlement is determined), and Tenant shall be entitled to all proceeds of insurance (whether carried by Tenant or Landlord) payable with respect to all property of Tenant located in or around the Premises. Upon any occurrence of a casualty, the rent payable under Section 3 of this Lease and any additional rent due under this Lease shall be abated to the extent of the resulting interference with Tenant's use of the Premises from the time of the casualty through the date of restoration of the Premises and the Common Areas of the buildings.

13. **CONDEMNATION:** In the event of a condemnation of any portion of the land or improvements of which the Premises are a part by a governmental or quasi-governmental authority, if such condemnation renders the premises unsuitable for Tenant's permitted use, then Tenant may terminate this Lease within ninety (90) days after title vests in the governmental agency or quasi-governmental authority by giving written notice thereof to Landlord. All condemnation and appropriation proceeds relating to the real property interests of Landlord shall be the property of Landlord.
14. **SIGNAGE:** Tenant shall not erect any signs on or around the exterior of the building without Landlord's prior written approval, except where such signage is required by law, and all permitted signage shall conform to all local zoning requirements and all other applicable legal requirements and restrictions of record.
15. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign Tenant's interest in this Lease or sublet all or any part of the Premises without the prior written consent of Landlord. Any attempt by Tenant to assign this Lease or sublease the Premises in violation of this Section shall be null and void.
16. **NOTICES:** All notices required or permitted to be given under this Lease shall be in writing and shall be deemed to have been given on the day such notice is delivered personally to an officer of the other party, or one (1) business day after being deposited with an overnight delivery service for delivery to the other party, or three (3) business days after being deposited for delivery by certified mail to the other party, return receipt requested and postage prepaid, at such other party's notice address set forth on page 1 of this Lease or to such other address as either party may give notice of in writing.
17. **SURRENDER OF PREMISES:** Tenant shall surrender possession of and all keys to the Premises (and the buildings, as applicable) upon the expiration or earlier termination of the Lease term in a condition consistent with Tenant's obligations under this lease, allowing for reasonable use and wear. In connection with surrendering possession of the Premises at the end of the term, Tenant shall promptly remove all of its personal property, equipment, and other property of Tenant from the Premises.

18. **DEFAULT:** Neither party shall be deemed to be in default of this Lease until it has received written notice from the other party specifying the breach and such breaching party fails to cure the same within a reasonable period following such notice.
19. **HAZARDOUS MATERIALS:** Landlord shall not cause or permit the escape, disposal, or release of any hazardous substances or materials on or around the Premises or buildings. Landlord also shall not allow the storage or use of any hazardous substances or materials on or around the Premises or the buildings in any manner not sanctioned by law, nor allow to be brought into or around the buildings any such materials or substances. Without limitation, hazardous substances and materials shall include all of those hazardous substances and materials described as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., any applicable state or local environmental laws, and the regulations adopted under any of the foregoing.
20. **BROKERS:** Tenant and Landlord warrant and represent to each other that there was no broker or similar agent instrumental in consummating this Lease. Tenant and Landlord each agrees to be responsible for any claims for brokerage fees or commissions arising out of a breach by such party of the foregoing representation and warranty.
21. **RECORDING:** A Memorandum of this Lease may be recorded in the public records by either party, and, upon request, each party agrees to execute and deliver a memorandum of this Lease in recordable form.
22. **LIMITATION ON LIABILITY:** Nothing contained in this Lease is intended to limit or nullify immunities or other limitations on the liability of Tenant that are applicable under law to Tenant as a school district and political subdivision.
23. **QUIET ENJOYMENT:** Landlord covenants that upon Tenant's paying the rent and performing and observing all of the terms and conditions on Tenant's part to be performed and observed hereunder, Tenant may peaceably and quietly enjoy the premises without disturbance from Landlord or anyone claiming through or under Landlord.
24. **GOVERNING LAW:** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.
25. **FURTHER ASSURANCES:** The parties agree, as necessary from time to time, to execute any and all documents reasonably necessary in order to carry out the intent of this Lease.
26. **CAPTIONS:** The headings and captions of this Lease are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this lease or any of the provisions hereof.
27. **SEVERABILITY:** If any one or more of the provisions contained in this Lease shall be invalid, illegal, or unenforceable in any respect under any applicable law, the validity,

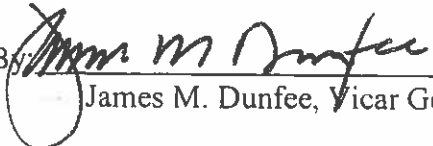
legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired; provided, however, that in such case the parties shall use their best efforts to achieve and give effect to the purpose and intended effect of the invalid provision.

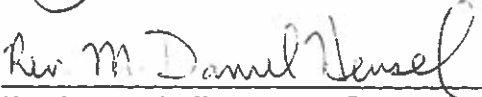
28. **NO PARTNERSHIP:** Nothing contained in this Lease shall be deemed to create or be interpreted as creating a partnership or joint venture or any other arrangement whereby one of the parties is authorized to act as an agent for the other.
29. **NO WAIVER:** No failure on the part of either party to exercise and no delay in exercising, any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy by a party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.
30. **COUNTERPARTS:** This lease may be executed in identical counterparts, and the same shall be construed together as a single agreement. Execution and delivery of a counterpart by way of facsimile or scanning and emailing shall be treated as equivalent to the delivery of any original executed counterpart.
31. **ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT:** This Lease constitutes the entire agreement between the parties with respect to Tenant's agreement to lease the premises for the term stated herein. Any prior understanding or representation of any kind relating thereto and preceding the date of this lease shall not be binding upon either party, except to the extent incorporated into this Lease. Any modification of this Lease or additional obligation assumed by either party in connection with this lease shall be binding only if evidenced in writing signed by the party against whom enforcement is sought. This Lease shall bind and inure to the benefit of the parties and their respective permitted successors and assigns.

IN WITNESS OF THE FOREGOING, each party to this Lease has caused it to be duly executed effective as of the date first set forth above.

LANDLORD:

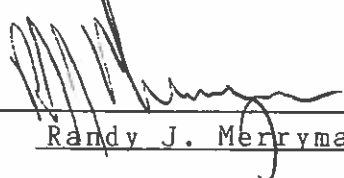
**Diocese of Steubenville for
St. Mary Church, Shadyside, Ohio**

By:  2-27-23
James M. Dunfee, Vicar General


M. Daniel Heusel, Pastor of
St. Mary Church, Shadyside, Ohio

TENANT:

**BOARD OF EDUCATION
SHADYSIDE LOCAL SCHOOL DISTRICT**

By: 
Randy J. Merryman, President

STATE OF OHIO)
) SS:
COUNTY OF JEFFERSON)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Landlord, **Diocese of Steubenville on behalf of St. Mary Church, by James J. Dunfee, its Vicar General**, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of St. Mary Church.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of February 2023.

Thomas S. Wilson
Notary Public State of Ohio

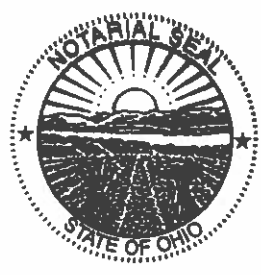
THOMAS S. WILSON, Attorney at Law
Notary Public State of Ohio
My Comm. has no Expiration Date
Section 147.03 R.C.

STATE OF OHIO)
) SS:
COUNTY OF BELMONT)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Tenant, **BOARD OF EDUCATION OF SHADYSIDE LOCAL SCHOOL DISTRICT**, by Randy J. Merryman, its President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17 day of February 2023.

Claudia Johnson
Notary Public State of Ohio



CLAUDIA JOHNSON
Notary Public
In and for the State of Ohio
My Commission Expires
October 19, 2024

