

**ORDINANCE NO. 92-25**


**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE BETWEEN THE CITY OF MEDINA AND THE MEDINA METROPOLITAN HOUSING AUTHORITY TO RENOVATE AND USE THE PROPERTY LOCATED AT 135 N. ELMWOOD AVE.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

- SEC. 1:** That the Mayor is hereby authorized and directed to enter a Lease between the City of Medina and the Medina Metropolitan Housing Authority to renovate and use the property located at 135 N. Elmwood Avenue for MMHA operations upon the Municipal Court moving to the 1969 Courthouse on the Square in 2026.
- SEC. 2:** That a copy of the Lease is marked Exhibit A, attached hereto and incorporated herein, and subject to the final approval of the Law Director.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage 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 the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** May 12, 2025

**SIGNED:**   
**President of Council**

**ATTEST:**   
**Clerk of Council**

**APPROVED:** May 13, 2025

**SIGNED:**   
**Mayor**

## LEASE

ORD. 92-25  
Exh. A

This Lease is made on this 11 day of June, 2025 by and between the **CITY OF MEDINA, OHIO**, an Ohio municipal corporation, 132 North Elmwood Avenue, Medina, Ohio 44256, as "Lessor," and **MEDINA METROPOLITAN HOUSING AUTHORITY**, a public body, corporate and politic organized and existing under the laws of the State of Ohio, 120 W. Washington Street, Suite 1-L, Medina, Ohio 44256, as "Lessee."

### **WITNESSETH:**

#### **ARTICLE 1. DEMISED PREMISES**

1.1. Lessor hereby leases to the Lessee the real property situated in the City of Medina, County of Medina, and State of Ohio commonly known as 135 N. Elmwood, Medina, Ohio 44256 (previous site of the Medina Municipal Court), identified as Medina County PPN 028-19A-21-092, containing approximately 0.956200 acres of land including the use of the parking lot, the aerial depiction of which is set forth on Exhibit A, hereinafter called "demised premises."

1.2. Lessor reserves the right to shared use of the entire parking lot located on PPN 028-19A-21-092. The parking lot shall always be available to the public for public parking purposes.

1.3. Lessor shall have the right to store documents and records in the lower level of the building located on the demised premises provided that such storage of documents and records shall not materially limit Lessee's occupancy of the demised premises. Lessor shall have access to its documents and records at all reasonable times and upon prior notification to Lessee. Lessor shall bear the risk of damage or loss to any of the stored documents or records solely, unless such damage or loss is caused by the negligence of Lessee, its employees, or agents.

1.4. Lessee accepts the demised premises "AS IS," "WHERE IS" and "WITH ALL FAULTS" and agrees that neither Lessor nor any of its agents or employees have made any other representations or warranties, either written or oral, express or implied, with respect to the condition, suitability, state of repair or zoning of the demised premises. Lessee waives, releases and forever discharges Lessor, and Lessor's heirs, personal representatives, successors and assigns, of and from any and all suits, legal or administrative proceedings, claims, demands, damages, losses, costs, liabilities, interest, reasonable attorneys' fees and expenses of whatever kind and nature, in law or in equity, known or unknown, that Lessee has or in the future may have against any such persons based upon, or arising directly or indirectly out of, the condition, status, quality, or nature of the demised premises as of the date of possession of this Lease. Lessee agrees to assume all repair, maintenance and renewal obligations with respect to the demised premises after the date of possession with the exception of the parking lot, which the Lessor agrees to continue repair and maintain at Lessor's sole cost and major repairs or replacement to the structural components of the building and roof, the division of cost for which is set forth in Article 10 below.

## **ARTICLE 2. TERM OF LEASE**

To have and to hold for a term of three (3) years to commence within forty-five (45) days after the Lessor informs the Lessee that the demised premises has been vacated by the Lessor; provided however, that the same occurs prior to August 1, 2026. If the Lessor has not vacated the demised premises by August 1, 2026, either party shall have the right to terminate the Lease by providing written notice to the other.

## **ARTICLE 3. RENT**

The parties hereto agree that there shall be no exchange of rent as between the Lessor and the Lessee for the use of the demised premises. Consideration for this agreement shall be established by way of payment from Lessee to Lessor of the sum of One Dollar (\$1.00). The parties, however, state that the rights and responsibilities granted under this Lease, including alterations, improvements, and additions made by Lessee to the demised premises, provide legal consideration for the formation of this Lease, the receipt and sufficiency of which is hereby acknowledged.

## **ARTICLE 4. UTILITIES**

4.1. Lessee covenants and agrees to pay for all public utility services rendered or furnished to the demised premises, including heat, water, gas, electricity, sewer rental, security monitoring costs, and the like, together with all taxes levied or other charges on such utilities. In no event shall Lessor be liable for the quality, quantity, failure, or interruption of such service to the demised premises. To the extent reasonably possible, utilities shall be put into Lessee's name.

4.2. Lessor may, with ten (10) days' written notice to Lessee, discontinue gas, water, electricity, and any or all other utilities, whenever such discontinuance is necessary to make repairs or alterations. Unless the parties otherwise agree, in no event shall utilities be discontinued by Lessor for more than three (3) consecutive business days. No such action by Lessor pursuant to this Section 4.2 shall be construed as an eviction or disturbance of possession or as an election by Lessor to terminate this Lease, nor shall Lessor be in any way responsible or liable for such action.

## **ARTICLE 5. QUIET ENJOYMENT**

Subject to the terms of this Lease, Lessor covenants and agrees that if Lessee is in compliance with the terms hereof and performs all of the covenants and agreements herein stipulated to be performed, Lessee shall, at all times during said term, have the peaceful and quiet enjoyment and possession of said demised premises without any manner of hindrance from Lessor or any persons lawfully claiming through Lessor.

## **ARTICLE 6. USE OF PREMISES**

6.1. The demised premises shall be occupied and used by Lessee as its main office space for Lessee's staff consistent with the operation of Lessee's mission as a Housing Authority for the County of Medina.

6.2. Lessee shall comply with and cause the demised premises to be in compliance with all laws, ordinances, and regulations, and other governmental rules, orders, and determinations, including but not limited to, the Americans with Disabilities Act, now in force or subsequently enacted, whether or not presently contemplated (collectively "Legal Requirements") applicable to the demised premises or its use and all contracts (including insurance policies), agreements, covenants, conditions and restrictions applicable to the demised premises or the ownership, occupancy or use of same.

6.3. Lessee covenants and agrees that the demised premises shall not be abandoned or left vacant and shall be used in a manner suitable to the purpose for which the building is being leased. In addition, Lessee agrees as follows:

- a. To keep the demised premises in a careful, safe, and proper manner; to keep the outside areas adjoining the demised premises clean of snow, ice, and debris, with the exception of the parking lot which will be plowed and salted by the Lessor, at Lessor's sole cost; and
- b. To prevent the demised premises from being used in any way which would injure the reputation of same or of the building; to prevent the demised premises from becoming a nuisance, annoyance, inconvenience, or damage to others in the neighborhood.

6.4. Lessee covenants and agrees not to use or occupy or suffer or permit said demised premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in any manner so as to increase the cost of hazard insurance to the Lessor over and above the normal cost of said insurance for the type and location of the building of which the demised premises is a part or for the approved purpose as set forth in Article 6.1 above. If the Lessee shall install any electrical equipment that overloads the lines in the demised premises, Lessee shall, at its own expense, make whatever changes are necessary to comply with the requirements of insurance underwriters and governmental authorities having jurisdiction thereof.

6.5. Except as otherwise specifically provided herein, this Lease is a "net" Lease. Lessee shall pay all charges due under this Lease without notice or demand and free from any charges, taxes, assessments, impositions, claims, damages, expenses, deductions, setoffs, counterclaims, abatement, suspension or defense of any kind. Subject to the foregoing sentence, it is the intention of the parties that the obligations of Lessee shall be separate and independent covenants and that the monetary obligations and all other charges payable by Lessee shall continue to be payable in all events, and that the obligations of Lessee shall continue unaffected unless the requirement to pay or perform the same shall have been terminated or modified pursuant to an express provision of this Lease. Except as otherwise specifically provided in this Lease, Lessee shall pay and be responsible to Lessor for all costs, expenses, obligations, liabilities, and acts necessary to and for the proper use, operation, maintenance, care and occupancy of the demised premises.



6.6. All persons using the demised premises will be treated fairly and equally without regard to race, color, religion, sex, familial status, disability, national origin, or source of income.

## **ARTICLE 7. SIGNS**

Lessee may after Lessor's review and written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, at its sole risk and expense and in conformity with applicable laws and ordinances, erect and thereafter, repair or replace, if it shall so elect, signs on the demised premises provided that Lessee shall remove any such signs upon termination of this lease and repair all damage occasioned thereby to the demised premises.

## **ARTICLE 8. ALTERATION**

The Lease is executed with the anticipation of Lessee making improvements to the demised premises as consideration for Lessee's occupancy. Lessee covenants and agrees that all alterations, improvements, and/or additions to the demised premises or any part thereof, shall be made with the written consent of the Lessor. All alterations, improvements, and additions to the demised premises shall be made in accordance with all applicable laws, and shall, at once when made or installed, be deemed to have attached to the freehold and to have become the property of Lessor, and shall remain for the benefit of Lessor at the end of the term or the expiration of this Lease in as good order and condition as they were when installed, reasonable wear and tear excepted. In the event of making alterations, improvements, and additions as herein provided, Lessee agrees to indemnify and save harmless Lessor from all expense, liens, claims, or damages to either persons or property arising out of or resulting from the undertaking or making of said alterations, additions, and/or improvements.

## **ARTICLE 9. MECHANIC'S LIEN**

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Any mechanic's lien filed as against the demised premises for work claimed to have been done or for materials claimed to have been furnished to Lessee shall be discharged within twenty (20) days after filing by bonding or as provided or required by law or in any other lawful manner.

Nothing in this Lease shall be construed as constituting the consent or request of Lessor, express or implied, to any contractor, subcontractor, laborer, materialman or vendor for the performance of any labor or services or the furnishing of any materials for any construction, alteration, addition or repair to the demised premises. Lessor gives notice that it will not be liable for any labor, services or materials furnished or to be furnished to Lessee, or to anyone holding the demised premises or any part or interest in the demised premises through or under Lessee, and that no mechanic's or other lien for any such labor or materials shall attach to or affect Lessor's interest in the demised premises.

## **ARTICLE 10. MAINTENANCE**

Except as otherwise provided in this Lease, Lessee, at its sole expense, shall keep and maintain the building, roof, structure, mechanical systems and all additions, improvements and all other portions of the demised premises (including, but not limited to, non-major components of all

heating, air conditioning, plumbing and electrical equipment and apparatus and landscaping) in good repair and condition and shall make all repairs, replacements and renewals, foreseen or unforeseen, ordinary or extraordinary, interior or exterior, necessary to put or maintain the demised premises in that state of repair and condition as of the commencement date of this Lease, reasonable wear and tear excepted.

If Lessee fails to commence to make such repairs within thirty (30) days after written notice from Lessor, or fails to complete such repairs within ninety (90) days after written notice from Lessor (except where there has occurred an event of a force majeure nature whereupon such time periods shall be extended as is reasonable under the circumstances or in case of emergency where imminent waste to the demised premises is either occurring or likely whereupon the above time periods shall be shortened to five (5) and thirty (30) days, respectively), Lessor, at its option, may make such repairs and Lessee shall pay Lessor on demand Lessor's actual costs in making such repairs, plus a fee of five percent (5%) to cover Lessor's overhead, provided that Lessor has acted in a commercially reasonable manner in connection with the making of and contracting for such repairs.

Notwithstanding any provision in this Lease to the contrary, the Lessor shall repair and maintain the parking lot, at Lessor's sole cost.

Notwithstanding any provision in this Lease to the contrary, Lessee shall pay the first \$5,000 of the cost of any repair or replacement of the roof or a structural component of the building. Lessee shall be responsible to pay a portion of any repair or replacement cost in excess of \$5,000 by dividing the number of months remaining in the lease by the useful life of the replacement or repair. For example, if there is a roof replacement in the first month of the lease with a useful life of 240 months, Lessee shall pay 35/240, or fourteen percent (14%) of the amount over \$5,000; Lessor shall pay the balance.

## **ARTICLE 11. INDEMNITY AND INSURANCE**

11.1. To the extent permitted by law, Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and against and from any penalty or damage or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will, at all times, protect, indemnify and save and keep harmless the Lessor against and from all claims, loss, cost, damage, or expense arising out of or from any accident or other occurrence on or about the demised premises causing injury to any person or property, and will protect, indemnify, save, and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage, or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this Lease.

11.2. To the extent permitted by law, Lessee covenants and agrees that it shall indemnify Lessor and save Lessor harmless from any and all claims and judgments for injury to or death to persons (including cost of litigation and attorney fees) made or obtained against Lessor by third parties, based upon injuries to persons arising out of any accident or other occurrence on or about the demised premises or in any manner caused by, incidental to, connected with, resulting or

arising out of this Lease Agreement. The provisions of this Article 11.2 shall not include claims arising as a result of the willful actions or negligence of Lessor, its employees or agents.

11.3. Lessee agrees that, at its own cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injuries to persons occurring in, upon, or about the demised premises, including all damage from signs, glass, awnings, fixtures or other appurtenances now or hereafter erected on the demised premises during the term of this Lease, such insurance at all times to be in an amount of not less than One Million Dollars (\$1,000,000) for injury to any one person, and not less than Three Million Dollars (\$3,000,000) for injuries to more than one person in one accident. Such insurance shall name the Lessor as an additional named insured and shall be written with a company or companies engaged in business of general liability insurance in Ohio, and there shall be delivered to the Lessor customary insurance certification evidencing such paid up insurance, and such insurance shall not be canceled without at least thirty (30) days' advance notice, in writing, to the Lessor. In the event Lessee fails to furnish such policies, the Lessor may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by the Lessee unto the Lessor upon demand.

11.4. Lessee agrees that, at its own cost and expense, it will procure and continue in force insurance covering property damage to the demised premises in an amount not less than one hundred percent (100%) of the replacement cost, the exact amount to be approved by Lessor. Lessee agrees to make Lessor an additional insured on the insurance policy as stated herein. The parties agree to coordinate their efforts for the periodic review of the value of the demised premises so the amount of the property damage insurance may be properly adjusted.

11.5 If Lessee fails to effect, maintain, or renew any insurance as required in this Lease or to pay the premiums for the same, or to deliver to Lessor any required certificates, then in addition to any other remedy available to Lessor, Lessor may (but shall not be obligated to) procure such insurance. Lessee shall reimburse Lessor for all amounts so paid within five (5) days after Lessor notifies Lessee of the payment.

## **ARTICLE 12. REAL ESTATE TAXES AND ASSESSMENTS**

If applicable, Lessee shall pay all real estate taxes and assessments, if any, with respect to the demised premises during the term of this Lease. When the actual bills for real estate taxes, if any, covering the term of this Lease are rendered by the taxing authority, Lessor shall provide the bill to Lessee, and Lessee shall forthwith pay to Lessor the actual amount of taxes due Lessor during Lessee's possession. Lessor agrees to coordinate with Lessee in any application with the taxing authority for the abatement of real property taxes due to Lessee's status as a public body, corporate and politic.

## **ARTICLE 13. DESTRUCTION BY FIRE OR CASUALTY**

If the demised premises shall be totally destroyed by fire or other casualty covered by Lessee's policy of fire and extended coverage during the period of this Lease, then Lessor shall have the option to rebuild or to terminate the Lease. Lessee shall maintain fire and extended coverage insurance on the building and improvements of the demised premises in an amount not



less than one hundred percent (100%) of the replacement cost, the exact amount to be approved by Lessor. Lessor shall be named as an additional insured on the said fire and/or casualty insurance policy. Lessee shall not be liable for fire or casualty costs to the demised premises which exceed the replacement value set forth in the insurance policy. If the demised premises are destroyed during the period of this Lease and Lessor decides to not rebuild, Lessee shall be entitled to a portion of the insurance proceeds equal to the cost of improvements that Lessee can document establishing the amount of money that Lessee spent on improvements to and maintenance of the premises prorated to present dollar value.

#### **ARTICLE 14. WAIVER OF SUBROGATION CLAIMS**

Lessor and Lessee hereby waive any claim of subrogation by an insurer against the other party for loss or damage to their respective real and/or personal property located at or within the demised premises resulting from any of the perils insured against in any fire and extended coverage or property or indemnity insurance carried by either Lessor or Lessee, whether or not negligently caused by the other party; however the parties agree that a waiver of subrogation shall not apply in any case in which the application would result in the invalidation of an applicable policy of insurance.

#### **ARTICLE 15. PROPERTY IN DEMISED PREMISES**

15.1. All fixtures, additions, improvements, and installations provided by Lessee shall at once when furnished or installed be deemed to have attached to the freehold and to have become the property of Lessor and shall not be removed by Lessee during or at the expiration of the term hereof unless Lessee is so directed as hereinbefore provided.

15.2. All Lessee's personal property of every kind or description, which may at any time be in the demised premises, shall be at Lessee's sole risk, or the risk of those claiming under Lessee, and Lessor shall not be liable for any damage to said property or loss suffered by the business or occupation of Lessee caused by water from any source whatsoever or from the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odors or caused in any manner whatsoever.

#### **ARTICLE 16. HAZARDOUS MATERIALS**

Lessee shall conduct its business and shall cause all persons occupying all or any portion of the premises and all of their respective agents, employees, contractors, and invitees to act in such a manner as to (i) not release or permit the release of any Hazardous Material, and (ii) not create any nuisance or unreasonable interference with or disturbance of Lessor. "Hazardous Material" means any hazardous, explosive, radioactive, or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Ohio, or the United States, including, without limitation, any material or substance which is (A) defined or listed as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," hazardous substance," "hazardous material," "pollutant," or "contaminant" under any law, (B) petroleum or a petroleum derivative, (C) a flammable explosive, (D) a radioactive material, (E) a polychlorinated biphenyl, (F) asbestos or an asbestos derivative, or (G) a carcinogen.



## **ARTICLE 17. ACCESS TO DEMISED PREMISES**

In addition to continuous access to the demised premises to access its storage documents and records with prior notice to Lessee, Lessor shall also have the right to enter upon the demised premises for a period commencing one hundred twenty (120) days prior to the termination of this Lease for the purpose of exhibiting the same to prospective tenants or purchasers upon providing prior notice to Lessee. During said period, Lessor may place signs in or upon said premises to indicate that same are for rent or sale, which signs shall not be removed, obliterated or hidden by Lessee.

## **ARTICLE 18. ASSIGNMENT AND SUBLETTING**

Lessee covenants and agrees not to assign this Lease or to sublet the whole or any part of the demised premises, or to permit any other persons to occupy same without the written consent of the Lessor, which consent may be withheld in its sole discretion.

## **ARTICLE 19. DEFAULT**

19.1. **Default.** Lessor or Lessee shall be in default of this Lease if either fails to perform any duty or obligation imposed by this Lease. Lessee shall be in default if the Lessee fails to perform or observe any other covenant or condition to be performed or complied with by the Lessee pursuant to this Lease and that failure continues for thirty (30) days after written notice from the Lessor to the Lessee.

19.2. **Remedies.** In the event of Lessee's default, Lessor shall have the right to terminate this Lease and regain possession of the demised premises through formal legal proceedings in an action for Forcible Entry and Detainer.

In the event of Lessor's default, in addition to any other right or remedy at law or equity, Lessee shall have the right of injunctive relief or the ability to terminate this Lease, in Lessee's sole discretion.

19.3. **Right to Cure.** Without limiting any other remedy available to Lessor or Lessee by reason of the other party's default, in the event of a default in the performance of any of the obligations set forth in this Lease, the non-defaulting party, at its option (but without any obligation so to do), may do all things as it deems necessary and appropriate to cure the default, perform any obligation of the defaulting party, and expend such sums as may be required.

## **ARTICLE 20. HOLDING OVER**

A holding over beyond the expiration of the term of this Lease shall operate as an extension of this Lease from month to month. The holding over may be terminated by Lessor at the end of any month by giving thirty (30) days' written notice to the Lessee.

## **ARTICLE 21. SURRENDER OF DEMISED PREMISES**

21.1. Lessee covenants and agrees to deliver up and surrender to the Lessor possession of the demised premises upon expiration of this Lease, or its earlier termination as herein provided, clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, or may have been put by the Lessor during the continuance thereof, ordinary wear and tear and damage by fire or the elements excepted.

21.2. Lessee shall, at Lessee's expense, remove all property of Lessee as required by Lessor, including exterior signage, and Lessee shall not remove any alterations, additions, and improvements unless approved or required by Lessor, repair all damage to the demised premises to the condition in which it was prior to the installation of the article so removed. Any property not so removed and to which Lessor shall have not made said election, shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

## **ARTICLE 22. INVALIDITY OF PARTICULAR PROVISIONS**

If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

## **ARTICLE 23. PROVISIONS BINDING**

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties as well as their successors and permitted assigns. Each term and each provision of this Lease to be performed by the Lessee shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Lessee is not intended to constitute a consent to assignment by Lessee, but has reference only to those instances in which Lessor may have given written consent to a particular assignment.

## **ARTICLE 24. REIMBURSEMENT**

All terms, covenants, and conditions herein contained, to be performed by Lessee, shall be performed at its sole expense; and if Lessor shall pay any sum of money or do any act which requires the payment of money, by reason of the failure, neglect, or refusal of Lessee to perform such term, covenants or condition, the sum of money so paid by Lessor shall be payable by Lessee to Lessor within sixty (60) days of Lessor's written demand.

## **ARTICLE 25. COMPLETE AGREEMENT**

This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman, or officer of Lessor hereto has authority to make or has made any

statement, agreement, or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms hereof. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

#### **ARTICLE 26. MEMORANDUM OF LEASE**

The parties hereto agree to execute a Memorandum of Lease, in recordable form and record the same with the Medina County Recorder's Office. The Lessor shall provide the Lessee with a proper legal description for demised premises as approved by Medina County Tax Maps. The cost of recording the Memorandum of Lease shall be split equally between the parties. Within fifteen (15) days following the expiration of the term of this Lease, or earlier termination Lessee shall cooperate with Lessor to cause a release or termination of the Memorandum of Lease to be recorded, the cost of which shall be split equally between the parties.

#### **ARTICLE 27. CONSTRUCTION OF AGREEMENT**

The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement may have been prepared by one of the parties, it being mutually acknowledged and agreed that the parties and/or their respective counsel have contributed substantially and materially to the preparation and negotiation of this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

#### **ARTICLE 28. RIGHTS CUMULATIVE**

The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or its successor), whether pursuant to this Agreement, or to any other agreement, or to law, shall not preclude or waive its rights to exercise any or all other rights and remedies.

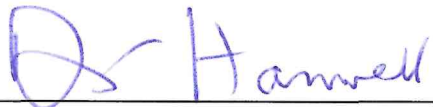
#### **ARTICLE 29. NON-WAIVER**

No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party through a duly authorized individual.

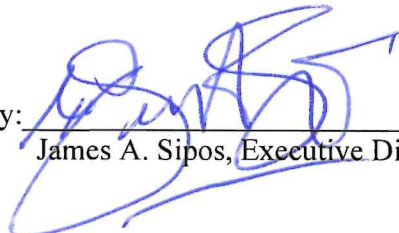


Signed and acknowledged by the parties hereto the day and year first above written.

**CITY OF MEDINA,  
an Ohio Municipal Corporation**

By:   
DENNIS HANWELL  
Its: Mayor

**Medina Metropolitan Housing Authority  
a public body, corporate and politic  
organized and existing under the laws of  
the State of Ohio**

By:   
James A. Sipos, Executive Director

STATE OF OHIO     )  
MEDINA COUNTY    ) ss:

The foregoing instrument was acknowledged before me this 11 day of June, 2025 by  
**DENNIS HANWELL, Mayor of the CITY OF MEDINA**, an Ohio municipal corporation.



TRACY ECKERT  
Notary Public  
State of Ohio  
My Comm. Expires  
August 25, 2029

  
NOTARY PUBLIC

STATE OF OHIO     )  
MEDINA COUNTY    ) ss:

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 2025 by  
**JAMES A. SIPOS, Executive Director of the MEDINA METROPOLITAN HOUSING  
AUTHORITY** a public body, corporate and politic organized and existing under the laws of the  
State of Ohio.



  
NOTARY PUBLIC

Exhibit A

Aerial Depiction of the Demised Premises



028-19A-21-092

