| RE 123A | PID |  |
| --- | --- | --- |
| Rev | PARCEL | - |
|  | CTY-RTE-SEC |  |
|  | Lease Start Date | Click for date. |
|  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **LEASE AGREEMENT**  This Lease Agreement [hereinafter “Lease”] is entered into on this the Choose an item. day of Click or tap to enter a date. by and between the [\*insert name of property owner\*] [hereinafter “Lessor”]. and the State of Ohio, Department of Transportation, Lessee. Lessor and Lessee may periodically be referred to throughout this Lease singularly as a “Party” or collectively as the “Parties”.  In consideration of the mutual promises, agreements, and covenants herein contained, the Parties contract as follows:  **1. Subject Premises**  The property that is the subject of this Lease is commonly known as [\*Insert address, city, County, zip\*], and all structures situated thereon [hereinafter “Subject Premises”].  **2. Term and Duration of Lessee’s Duty to Pay Rent**  This Lease shall commence on Click or tap to enter a date., and shall terminate on Click or tap to enter a date. (hereinafter the “Lease Term”), or upon the occurrence of one (1) or more of the Intervening Events, as further defined below. Lessee’s duty to pay the rent provided for in Section 3 below shall continue from that date forward until either: (a) the termination date of this Lease, as provided for above; or (b) the occurrence of one (1) or more of the following Intervening Events:   1. Lessee files a petition to appropriate the Subject Premises and the same together with a summons are served upon Lessor, all as provided for in the Ohio Revised Code Section 163.06(B) and 163.07; or 2. Lessee gives Lessor written notice of its intention to terminate this Lease; such written notice shall state the date upon which this Lease is to terminate and shall be provided not less than thirty (30) days prior to that date of termination.   **3. Rent Payments – Prepayment Option**  Lessee shall pay to Lessor for rent of the Subject Premises the sum of $ [\*Insert monthly rent\*] per month, in advance, commencing on Click or tap to enter a date.**.** At the Lessee’s option, rent for more than one month may be paid in advance.  Any and all payments of rent shall be delivered by ordinary U.S. Mail, or by such other means as Lessee may elect, to Lessor at the following address:  [\*Insert address\*]  **4. Parties’ Use, Occupancy and Leasing of Subject Premises**  The Parties’ rights to use, occupy and lease the Subject Premises are subject to the following limitations:   1. During the period of time Lessee is obligated to pay rent, Lessee will not sublet the Subject Premises, or otherwise permit, allow or suffer any third party to occupy, use or enjoy the Subject Premises; 2. During the period of time Lessee is obligated to pay rent, Lessor will not lease the Subject Premises to any third party or otherwise permit, allow or suffer any third party to occupy, use or enjoy the Subject Premises; 3. During the period of time Lessee is obligated to pay rent, Lessor will not use the Subject Premises for storage or any other purpose whatsoever, except and unless Lessee provides its prior written consent; and 4. At any time subsequent to Lessee’s filing of a petition to appropriate the Subject Premises as provided for in Section 2(B) above, Lessor will not occupy the Subject Premises for any purpose whatsoever, nor will Lessor lease the Subject Premises to any third party or otherwise permit, allow or suffer any third party to occupy, use or enjoy the Subject Premises, except and unless Lessee first consents in writing.   **5. Utilities, Insurance, Real Estate Taxes and Assessments, and Maintenance**  Lessor shall be exclusively responsible for maintaining any and all utility services as may be reasonably necessary to maintain the property in a safe manner. Any loss or damage suffered as a consequence of inadequate utility services shall be borne exclusively by Lessor. Lessor shall continue to pay all real estate taxes and/or assessments for this property. Lessor shall maintain insurance on the Subject Premises until such time that the property is acquired by the State of Ohio, Department of Transportation. In the event the Subject Premises are damaged by vandalism during the term of this Lease, any such damages shall not impact the Lessee’s calculation of the fair market value of the Subject Premises relative to its acquisition or appropriation by Lessee: provided, however, if the Subject Premises are damaged by vandalism caused by any act of commission or omission of Lessor, then the amount of such damages shall be deducted from the fair market value. The Lessor shall be responsible for maintaining the Subject Premises in compliance with any and all applicable federal, state, county, city or other public fire, safety, police, zoning and use laws, codes and ordinances.  In Witness Whereof, the Parties, namely [\*insert name of property owner\*] and the State of Ohio, Department of Transportation have executed this Lease on the date(s) indicated immediately below their respective signatures. | | | | | |
|  | | | | | |
|  |  | |  | | |
| [\*Type Name of Owner 1\*], Lessee |  | | [\*Type Name of Owner 1\*], Lessor | | |
| Click or tap to enter a date. | | | Click or tap to enter a date. | | |
|  | | |  | | |
|  | | |  | | |
|  | | |  | | |
|  |  | |  | | |
| [\*Type Name of Owner 2\*], Lessee | | | [\*Type Name of Owner 2\*], Lessor | | |
| Click or tap to enter a date. | | | Click or tap to enter a date. | | |
|  | | |  | | |
|  | | |  | | |
|  | | |  | | |
|  | | |  | | |
| State Of Ohio, County Of Choose an item. ss:  Be It Remembered, that on the Choose an item. day of Click or tap to enter a date., before me the subscriber, a Notary Public in and for said state and county, personally came the above named [\*insert name of property owner\*], who signed or acknowledged the signing of the foregoing instrument to be their voluntary acts and deeds.  In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid. No oath or affirmation was administered to [\*insert name of property owner\*] with regard to the notarial act. | | | | | |
|  | |  | | | |
|  | | NOTARY PUBLIC | | | |
|  | | My Commission expires: | | |  |
|  | |  | | | |
|  | |  | | | |
|  | |  | | | |
|  | |  | | | |
|  | |  | | | |
|  | |  | | | |
|  | |  | | | |
|  | | STATE OF OHIO DEPARTMENT | | | |
|  | | OF TRANSPORTATION | | | |
|  | |  | | | |
|  | |  | | | |
|  | |  | | | |
|  | |  | | | |
|  | | Jack Marchbanks, Ph.D., Director, Lessee | | | |
|  | |  | | | |
| By: | | [\*Type Name of ODOT Signer\*] | | | |
|  | | [\*Type Title of ODOT Signer\* | | | |
| Date: | |  | | | |
|  | |  | | | |
|  | |  | | | |
|  | |  | | | |
|  | |  | | | |
| State Of Ohio, County Of Choose an item. ss:  Be It Remembered, that on the Choose an item. day of Click or tap to enter a date., before me the subscriber, a Notary Public in and for said state and county, personally came the above named [\*Type Name of ODOT Signer\*], the duly authorized representative of the State of Ohio, Department of Transportation, who acknowledged the foregoing instrument to be their voluntary acts and deeds. No oath or affirmation was administered to [\*Type Name of ODOT Signer\*] with regard to the notarial act.  In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid. | | | | | |
|  | |  | | | |
|  | |  | | | |
|  | | NOTARY PUBLIC | | | |
|  | | My Commission expires: | |  | |

This form subordination agreement was updated to conform to new notarial language requirements as per Revised Code 147.542.

This instrument was prepared by or on behalf of the State of Ohio, Department of Transportation.