

**ORDINANCE NO. 23-066**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A TWO (2) YEAR LEASE AGREEMENT WITH PEERLESS STOVE AND MANUFACTURING CO., FOR THE BUILDING AND LAND LOCATED AT 334 HARRISON STREET, SANDUSKY, OHIO, FOR THE PERIOD OF JANUARY 1, 2023, THROUGH DECEMBER 31, 2024; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, Peerless Stove and Manufacturing Co. has leased the building and land located at 334 Harrison Street since January 1, 2003, which consists of approximately .90 acres of City owned land and is used as a manufacturing, warehousing, distribution and administrative activities related to production and sales of commercial cooking equipment; and

**WHEREAS**, the proposed Lease Agreement is retroactive from January 1, 2023, through December 31, 2024, and includes an automatic extension for up to two (2) additional two (2) year periods, unless terminated upon written notice; and

**WHEREAS**, the City will receive monthly rental payments of \$2,100.00 from Peerless Stove and Manufacturing Co. during the initial term of the lease with an increase of \$50.00 per month at the time of each automatic extension and these revenues will be placed into the Sewer Fund; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the Lease Agreement as the prior Lease Agreement expired on December 31, 2022, and to allow the operations and business activities of the Lessee to continue uninterrupted; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a two (2) year Lease Agreement with the Peerless Stove and Manufacturing Co., of Sandusky, Ohio, retroactive from January 1, 2023, through December 31, 2024, with an automatic extension for up to two (2) additional two (2) year periods unless terminated upon written notice, substantially in the same form as Exhibit

**PAGE 2 - ORDINANCE NO. 23-066**

"1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: March 13, 2023

## **LEASE AGREEMENT**

This Lease Agreement is made and entered into by and between the City of Sandusky, Ohio, an Ohio Charter Municipal Corporation with offices at 240 Columbus Avenue, Sandusky, Erie County, Ohio 44870, (hereinafter referred to as "Lessor"), and Peerless Stove and Manufacturing Co., an Ohio Corporation, located at 334 Harrison Street, Sandusky, Erie County, Ohio, 44870, (hereinafter referred to as "Lessee").

### **SECTION 1.**

#### **DESCRIPTION OF PREMISES**

Lessor does now lease to Lessee the building and land located at 334 Harrison Street, Sandusky, Erie County, Ohio 44870, and more specifically described in Exhibit "A" which is attached to this Lease Agreement and specifically incorporated as if fully rewritten herein and collectively hereinafter referred to as the "Leased Premises".

### **SECTION 2.**

#### **TERM**

The term of this Lease shall commence on January 1, 2023, and shall end on December 31, 2024 (the "Initial Term"). This Lease, pursuant to the terms contained herein, shall automatically extend for up to two (2) additional two year periods (the "Renewal Term(s)"), unless Lessor or Lessee, within one year of the end of the Initial Term or any subsequent Renewal Term(s) (collectively "Lease Term"), provides written notice to the other party to not renew the lease.

### **SECTION 3.**

#### **TERMINATION**

This Lease may be terminated by either party, for any reason, upon written notice thereof being provided to the persons and addresses provided in Section 22 below. In the event that the City determines to terminate this Lease, the Lessee shall have one year from the date of the notice of termination to vacate the property. In the event that this Lease is terminated with less than one year remaining in the Lease Term, this Lease shall automatically be extended to one year from the date of the notice of termination (the "Extension Period").

### **SECTION 4.**

#### **RENT**

Lessee shall pay Lessor for the use of the Leased Premises \$2,100.00 per month for each month of the Initial Term of the Lease payable in advance on the first day of month during the entire term of the Lease at the following office address, City of Sandusky Finance Department, 240 Columbus Avenue, Sandusky, OH 44870 or at another place as Lessor may designate, without any set-off or deduction, except that Lessee shall pay the 1st monthly installation of rent upon the execution of this Lease. The monthly rental rate shall be increased by \$50.00 at the time of each automatic extension of the lease.

If Tenant fails to make any payment of rent on or before the fifth business day after the date such payment is due and payable, Tenant shall pay to Landlord an administrative late charge of \$250.00. Such late charge shall be due and payable with the next installment of rent due hereunder.

## **SECTION 5.**

### **DELIVERY OF POSSESSION AT BEGINNING OF TERM / ACCEPTANCE**

Lessee acknowledges possession of the Leased Premises at the beginning of the term of this Lease. Lessee has occupied the premises under prior Lease Agreements since January 1, 2003, and knows the condition of the Leased Premises and accepts the same as being in a good state of repair and in sanitary condition.

## **SECTION 6.**

### **USE OF LEASED PREMISES**

Lessee agrees that the Leased Premises shall be used by Lessee exclusively for the operation and management of the Peerless Stove and Manufacturing Co. and for no other purpose and in compliance with all Federal, State and Local laws, regulations and requirements. No other usage of the Leased Premises shall be allowed unless prior written consent is obtained from the City Manager or his/her designee of the City of Sandusky, Ohio, which shall be granted or not granted at the absolute discretion of Lessor.

## **SECTION 7.**

### **INSURANCE / INDEMNIFICATION**

#### **A. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

(i) Lessee at its sole cost shall maintain liability insurance acceptable to Lessor with liability limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for its activities related to this Lease and the

Premises. Insurance shall be on an 'occurrence' form. Deductible or retention shall be disclosed to Lessor. Policy terms must be acceptable to Lessor.

(ii) All liability insurance shall insure performance by Lessee of the indemnity provisions of this Section 6. Both Lessor and its employees, agents, officers, elected officials and representatives shall be named as additional insureds. The liability insurance policy shall not include a Cross Insured exclusion.

(iii) All insurance required in this section shall be issued by insurance companies authorized to do business in the State of Ohio with a financial rating of at least A- and at least VI as rated in the most recent A. M. Best Company report and shall provide that the coverage may not be reduced or materially cancelled unless thirty (30) days unrestricted prior written notice thereof is furnished to Lessor.

(iv) All insurance required in this section shall be primary and not contributory with regard to any other available insurance to Lessor and its employees, agents, officers, elected officials and representatives.

(v) Each certificate and applicable endorsement of the policy shall be deposited with Lessor at the commencement of the term of this Lease Agreement and on each renewal of the policy. Lessor's failure to request, review or object to the terms of such certificates or insurance shall not be deemed a waiver of Lessee's obligations or the rights of Lessor.

(vi) The minimum limits of the insurance required in the section shall in no way limit or diminish Lessee's liability under other provisions of this Agreement.

## B. INDEMNIFICATION

(i) Lessee shall defend, indemnify and hold Lessor and its employees, agents, officers, elected officials and representatives, harmless from and against

any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever arising directly or indirectly, in whole or in part, from or out of this Lease Agreement and the performance or non-performance, act or omission of any of the obligations, responsibilities or requirements in this Lease Agreement by Lessee its parent company, or any subsidiaries, related and affiliated companies of each and the officers, directors, shareholders, agents, employees, agents, subcontractors or invitees of each, except to the extent caused by the negligence of Lessor.

C. ENVIRONMENTAL

Lessee shall comply with all applicable State, Federal, and Local Air and Water Pollution Control and prevention laws and regulations regarding the use and occupancy of the Leased Premises.

Lessee shall not cause or permit any hazardous material to be brought upon, or used in or about the Leased Premises by Lessee, its agents, employees, contractors, invitees or guests except for such hazardous material as is necessary to the operation of the Lessee.

Any Hazardous Material permitted in the Leased Premises as provided above, and all containers therefore, shall be used, kept, stored and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to this Hazardous Material.

Lessee shall not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system, or any body of water, that material (as is reasonably determined by a governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located in the Leased Premises or

elsewhere, of (b) the condition, use or enjoyment of the water or any other real or personal property.

As used herein, the term "Hazardous Material" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive and Liability Act of 1980, as amended from time to time. And regulations promulgated thereunder; (c) any oil, petroleum products, and their by-products; and (d) any substance that is or becomes regulated by any federal, state, or local governmental authority.

Lessee hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material utilized in the Leased Premises by the Lessee its agents, employees, contractors, invitees, or guests. Lessee shall defend, indemnify, and hold harmless Lessor and its officers, agents, elected officials, employees, any representatives from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultants' fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (a) the presence, disposal, release, or threatened release of any such Hazardous Material that is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to that Hazardous Material; (c) any lawsuit brought or threatened, settlement reached, or (d) any violation of any laws applicable thereto.



## **SECTION 8.**

### **MAINTENANCE AND REPAIR BY LESSEE**

Lessee shall take good care of the Leased Premises and the fixtures in the Leased Premises and shall keep the same in good working order and condition, including particularly the protection and repair of water pipes, electrical systems, heating and air conditioning equipment, plumbing, fixtures, appliances, and utility lines and systems, and shall keep the Leased Premises and the approaches, sidewalks, and the parking lot adjacent to the premises clean and presentable (including policing the grounds if they are included in the Leased Premises), and free from ice and snow and from fire hazard and any other nuisance. At the expiration of the term, Lessee shall surrender the Leased Premises broom clean, in as good condition as the reasonable use of the premises will permit. All damage or injury to the Leased Premises not caused by fire and other casualty, as set forth in Section 12 and all damage to glass shall be promptly repaired by Lessee.

Lessee shall provide routine maintenance and minor repair to the roof, exterior walls, gutters, and downspouts of the building leased, except as to damage arising from the negligence of Lessor. Lessor shall be responsible for major repair for damage not caused by Lessee. Any repairs, renovations, or modifications of the building must not change the exterior and must be approved by the City Manager or his/her designee of the City of Sandusky.

All building repairs, alterations, additions, improvements, installation, equipment, and fixtures, by whomsoever installed or erected (except such business trade fixtures belonging to Lessee as can be removed without damage to

or leaving incomplete the premises or building) shall belong to Lessor and remain on and be surrendered with the premises as a part of the premises, at the expiration of this Lease or any extension of it.

Lessor and Lessee agree that Lessor shall have no obligation to provide security in the form of or alarms or security personnel for the Leased Premises and that any such security desired by Lessee shall be obtained and paid for by Lessee.

#### **SECTION 9.**

##### **LESSOR'S RIGHT OF ENTRY**

Lessor or Lessor's agent may enter the Leased Premises at reasonable hours to examine the same, to do anything Lessor may be required to do under this Lease or which Lessor may deem necessary for the good of the Leased Premises.

#### **SECTION 10.**

##### **UTILITIES AND SERVICES**

Lessee shall furnish and pay for all electricity, gas, water, fuel, or any services or utilities used in or assessed against the Leased Premises unless otherwise expressly provided in this Lease Agreement. Lessee shall also be responsible for removal of garbage from the Leased Premises. Lessee shall place all utilities, with the exception of water, in Lessee's name.

#### **SECTION 11.**

##### **SIGNS AND ADVERTISEMENTS**

Lessee shall not put upon or permit to be put upon any part of the Leased Premises any signs, billboards or advertisements whatever, without the prior

written approval of the City Manager or his/her designee of the City of Sandusky and in compliance with the Codified Ordinances of the City of Sandusky.

## **SECTION 12.**

### **DAMAGE TO PROPERTY ON LEASED PREMISES**

Lessee agrees that all property of every kind and description kept, stored, or placed in or on the Leased Premises shall be at Lessee's sole risk and hazard and that Lessor and its employees, agents, officers, elected officials and representatives shall not be responsible for any loss or damage to any of such property.

## **EXHIBIT "1"**

### **SECTION 13.**

#### **DAMAGE BY CASUALTY**

In case the Leased Premises shall be destroyed or shall be so damaged by fire or other casualty, as to become untenable, then in such event, at the option of Lessor, this Lease shall terminate from the date of such damage or destruction and Lessee shall immediately surrender such premises and all interest in the premises to Lessor, and Lessee shall pay rent only to the time of such surrender. Lessor shall exercise such option to terminate this Lease by notice in writing delivered to Lessee within thirty (30) days after such damage or destruction. In case Lessor shall not elect to terminate this Lease in such event, this Lease shall continue in full force and effect and Lessor shall repair the Leased Premises with all reasonable promptness, placing the same in as good a condition as they were at the time of the damage or destruction and for that purpose may enter such premises, and rent shall abate in proportion to the extent and duration

of untenability. In either event, Lessee shall remove all rubbish, debris, merchandise, furniture, equipment, and other personal property, within thirty (30) days after the request of Lessor. If the Leased Premises shall be only slightly injured by fire or the elements, so as not to render the same untenable and unfit for occupancy, then Lessor shall repair the same with all reasonable promptness, and in that case the rent shall not abate. No compensation or claim shall be made by or allowed to Lessee by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the Leased Premises, however the necessity may occur.

**SECTION 14.**

**EXHIBIT "1"**  
**PUBLIC REQUIREMENTS**

Lessee shall comply with all laws, orders, ordinances, and other public requirements now or later affecting the premises or the use of the premises, and save Lessor harmless from expense or damage resulting from failure to do so. The Leased Premises are not exempted from compliance with zoning or any other municipal codes or ordinances nor from any other requirements of law due to title being in the name of Lessor.

**SECTION 15.**

**ASSIGNMENT OR SUBLEASE**

Lessee shall not assign, transfer or encumber this Lease Agreement and shall not sublease the Leased Premises or any part of the Leased Premises or allow any other person to be in possession of the Leased Premises without the prior written consent of the Lessor.

**SECTION 16.**

**SURRENDER AT END OF TERM**

At the expiration of the Lease Term and/or Extension Period, Lessor shall have the right to enter and take possession of the Leased Premises and Lessee agrees to deliver the same without process of Law. Lessee shall be liable to Lessor for any loss or damage including attorney's fees and court costs incurred as a result of Lessee's failure to comply with this obligation.

**SECTION 17.**

**RESTORATION OF LEASED PREMISES**

Lessee agrees that at the expiration of the Lease Term, Extension Period, upon the earlier termination of this Lease Agreement, or upon the Lessee's unlawful abandonment of the Leased Premises, whichever occurs first, Lessee will surrender the Leased Premises to Lessor in the same condition as when received, reasonable wear and tear, loss by fire or other casualty, and acts of God excepted.

**SECTION 18.**

**HOLDING OVER**

Any holding over by Lessee after the expiration of the term of this Lease Agreement or any extension of it shall be construed to be a tenancy from month to month at a monthly rental equal to the rent payable during the last month immediately prior to the expiration of the term and shall be subject to the terms and conditions of this Lease Agreement. Nothing in this Lease Agreement shall be construed to authorize any such holding over.

## **SECTION 19.**

### **DEFAULT**

If default is made in the payment of any installation of rent on its due date, or if Lessee shall default in the performance of any other agreement (other than payment of rent) continuously for ten (10) days after written notice of default, or if the premises be vacated or abandoned, then in any such event this Lease shall terminate, at the option of Lessor, and Lessor may re-enter the premises and take possession, with or without legal process and without notice or demand, other than the prior ten (10) days notice which shall include assertion the Lessor may take possession in ten (10) days if default remains uncured. The service of notice, demand, or legal process in such case is waived, and upon such entry by Lessor, this Lease shall terminate and Lessor may exclude Lessee from the premises, changing the lock on the door or doors if deemed necessary, without being liable to Lessee for any damages or for prosecution for the same. Lessor's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and Lessee agrees, notwithstanding termination of this Lease and re-entry by Lessor that Lessee shall remain liable for a sum equal to the entire rental payable to the end of the term of this Lease and shall pay any loss or deficiency sustained by Lessor on account of the premises being let for the remainder of the original term for a less sum than before. Lessor, as agent for Lessee, without notice may re-let the Leased premises or any part of the premises for the remainder of the term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and Lessee agrees to pay the difference between a sum equal to the amount of rent payable during the

remainder of the term and the net rent actually received by Lessor during the term after deducting all expenses of every kind for repairs, recovering possession, and re-letting the same, which difference shall accrue and be payable monthly.

All property of Lessee which is now or may later be at any time during the Lease Term in or upon such premises, whether exempt from execution or not, shall be bound by and subject to a lien for the payment of the rent reserved in this Lease, and for any damages arising from any breach by Lessee of any of the covenants or agreements of this Lease to be performed by Lessee. In the event of default by Lessee in the payment of rent or otherwise, Lessor may foreclose such lien and take possession of such property or any part of it and sell or cause the same to be sold, at such place as Lessor may elect, at public or private sale, with or without notice, to the highest bidder for cash, and apply the proceeds of such sale to pay the costs of taking possession of and selling such property, and then toward the debt and/or damages. Any excess of the proceeds of the sale over such costs, debt, and/or damages shall be paid to Lessee. Any such sale shall bar any right of redemption by Lessee.

If Lessor shall default in the performance of any of its obligations under this Lease, Lessee shall provide notice of the default to Lessor and should the default be substantial in nature so as to significantly affect Lessee's ability to perform its obligations pursuant to the Transportation Agreement between Lessor and continue for ten (10) days after written notice of default, the Lease shall terminate, at the option of Lessee. Should Lessor's default substantially affect Lessee's use (including but not limited to adequate function of all utilities), the rent due to Lessor may be withheld by Lessee until such time as the default is remedied.

## **SECTION 20.**

### **WAIVER**

The rights and remedies of Lessor and Lessee under this Lease Agreement, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies under this Lease Agreement or allowed by law. A waiver by Lessor or Lessee of any breach or breaches, default or defaults, of the other party under this Lease Agreement shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Lessor of any installment of rent, subsequent to the date the same should have been paid under this Lease Agreement shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date. The acceptance and use by Lessee of the any part of the premises subsequent to the date a default by Lessor should have been remedied shall in no manner alter or affect the covenant and obligations of Lessor pursuant to this Lease. No receipt of money by Lessor after the termination in any way of this Lease Agreement shall reinstate, continue, or extend the term above demised.

## **SECTION 21.**

### **INSOLVENCY / ENCUMBRANCES**

The occurrence of any of the following events shall constitute a breach of this Lease Agreement by Lessee and a default under this Lease Agreement: (1) the appointment of a receiver to take possession of all or substantially all of the



assets of Lessee; or (2) a general assignment by Lessee for the benefit of creditors; or (3) any action taken or suffered by lessee under any insolvency or bankruptcy act.

Any assignment, transfer, or conveyance by Lessee of any property rights arising out of this Lease shall not encumber, alienate, diminish, cloud, or impair in any way the title ownership and interests of Lessor in and to such property. Lessee shall promptly pay when due all obligations or indebtedness incurred under or by virtue of this Lease, including but not limited to taxes, labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which may be secured by any mechanic's or materialmen's lien or any other lien against the premises leased. This Lease is subject to provisions of the City Charter, Ordinances, and State Statutes prohibiting alienation of title.

# EXHIBIT "1"

## **SECTION 22.**

### **NOTICES**

Notices, approvals, consents and other communications required or permitted under this Lease Agreement shall be in writing and be deemed effectively served by depositing in the United States certified mail, or express mail, postage prepaid, return receipt requested, and addressed to the Lessor and Lessee at the following addresses:

Lessor:                   City of Sandusky  
                                  c/o City Manager  
                                  240 Columbus Avenue  
                                  Sandusky, Ohio 44870

With copies by regular U.S. mail to:

Law Director  
City of Sandusky  
240 Columbus Avenue  
Sandusky, Ohio 44870

And Finance Director  
City of Sandusky  
240 Columbus Avenue  
Sandusky, Ohio 44870

Lessee: Peerless Stove and Manufacturing Co.  
c/o Bryan Huntley  
334 Harrison Street  
Sandusky, Ohio 44870

Either party may change its notice address by giving notice to the other in the foregoing manner.

EXHIBIT "1"

#### **SECTION 23.**

#### **COVENANTS TO RUN WITH THE LEASED PREMISES**

The covenants contained in this Lease shall run with the Leased Premises, and shall bind the heirs, executors, administrators, assigns, and successors of Lessor and Lessee respectively. Consent of Lessor to assignment, and acceptance of rent from assignee of Lessee shall not release Lessee from the obligation to pay rent and comply with the other conditions of this Lease.

#### **SECTION 24.**

#### **ENTIRE AGREEMENT**

This Lease Agreement contains the entire agreement between the parties, and no modification of this Lease Agreement shall be binding upon the parties

unless evidenced by an Agreement in writing signed by Lessor and Lessee after the date of this Lease Agreement.

**SECTION 25.**

**SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Lease Agreement shall not render the other provisions invalid, illegal, or unenforceable.

**SECTION 26.**

**CAPTIONS**

The captions of this Lease Agreement are for convenience only and are not a part of this Lease Agreement and shall have no effect on the construction or interpretation of this Lease Agreement.

**EXHIBIT "1"**

**SECTION 27.**

**CHOICE OF LAW**

This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

**SIGNATURE PAGES TO FOLLOW**

**EXHIBIT "1"**

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this agreement, all as of the date hereinbefore written.

WITNESSES:

**LESSEE: PEERLESS STOVE AND  
MANUFACTURING CO.**

\_\_\_\_\_

\_\_\_\_\_  
BRYAN HUNTLEY

\_\_\_\_\_

STATE OF OHIO )

ERIE COUNTY ) ss:

**EXHIBIT "1"**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said County and State, personally appeared Bryan Huntley, Peerless Stove and Manufacturing Co., and acknowledged his execution of the foregoing instrument and by its authority and that the same is his voluntary act and deed on behalf of Peerless Stove and Manufacturing Co.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

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

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this agreement, all as of the date hereinbefore written.

WITNESSES:

**LESSOR: CITY OF SANDUSKY**

\_\_\_\_\_

\_\_\_\_\_  
JOHN ORZECH  
INTERIM CITY MANAGER

\_\_\_\_\_

STATE OF OHIO )  
  ) ss:  
ERIE COUNTY     )

On this            day of           , 2023, before me, a Notary Public in and for said County and State, personally appeared John Orzech, Interim City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Brendan Heil (#)  
Law Director, City of Sandusky

# EXHIBIT "A"

334 Harrison Street, Sandusky, Erie County, Ohio 44870

Lease area shown in Red

