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FAX TRANSMITTAL SHEET

TO: Barry Baker
Ohio Real Estate Auctions

FROM: Louisa Renda
President Hill School House Historical Museum

DATE: 10/14/13

FAX#: 614-635-3474

NUMBER OF PAGES:
COVER PAGE + 3

Notes/Comments:
50 year lease for
school house located on
SR 213 Steubenville, OH 43952
on property with bank building

243518

OR VOL. 894 PG 335

LEASE

ENTERED INTO THIS 5th day of September, 2008, by and between T. Dean Ferguson and Joseph DiAlbert ("Lessors") and Pleasant Hill School House Historical Museum, Inc. ("Lessee").

WHEREAS, Lessors owns certain property in the Township of Island Creek, County of Jefferson and State of Ohio, more particularly known as State Route #213, Steubenville, Ohio, being located in Sec. 9, Twp. 7, Rg. 2 and being a part of the property conveyed in O.R. Vol. 808, Pg. 47. ("the Property");

WHEREAS, Lessee wishes to lease the Property from Lessors under the terms and conditions set forth herein;

WHEREAS, Lessors are willing to lease the Property to Lessee under the terms and conditions set forth herein.

NOW, THEREFORE, in respect of the mutual covenants contained herein and with the intent to be legally bound hereby, the parties agree as follows:

I. LEASE TERM

The terms of this lease shall commence September 6, 2008, and shall continue through September 6, 2058, and shall be renewable in two additional fifty year options under the same terms should there be no changes to the Lease Agreement.

II. PARKING

The Lessee will have the right to use the parking lot provided it does not interfere with any subsequent rental uses for the property. It is acknowledged between the Lessors and Lessee that the Lessors desire to rent or sell the other portion of this property so the Lessee's right to use the parking lot shall not interfere with or prevent any subsequent Lessee or purchasers from using the parking lot. Lessors shall have the exclusive right to control the use of this parking lot and if it should become necessary to prohibit the Lessee from using any portion of the parking lot the Lessors shall reserve the right to do so. Lessee understands that the use of the parking lot is gratuitous and that they have no legal right to use the parking lot without the Lessors consent or any subsequent purchaser of the property's consent.

III. RENTAL

Lessee shall pay Lessors the sum of ONE DOLLAR (\$1.00) for each term, including the two additional renewal options. The intent of this Lease is to permit the Lessee the use of the school house, including the right of ingress and egress to access the school house (a photograph of the school house is attached as Exhibit "A") and the purpose of this Lease is for the Lessee to

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restore this historical site for the benefit of the community, which is the reason there is no monthly rent being paid.

IV. REPAIRS, REMODELING, MAINTENANCE AND SNOW REMOVAL

Lessee shall be responsible for all the maintenance and repairs to the exterior and interior of the school house. Lessors will bear no responsibility for the building, its contents or its repairs. The Lessors will, however, cut the grass and pay the real property taxes.

V. INSURANCE

Lessees shall maintain the insurance on the school house building and shall procure a minimum liability policy to protect the Lessors from any claims that are a result of the negligence of Lessee or its agents.

VI. DAMAGE OR DESTRUCTION OF PROPERTY/CONDEMNATION

A. If the Property shall be destroyed or rendered untenable by fire or other unavoidable casualty, this Lease shall terminate.

B. Should the Lessee's group be dissolved, discontinued or fail to remain active, then this Lease shall terminate.

VII. EXPIRATION/TERMINATION

A. This Lease shall automatically terminate upon the termination or cancellation of the Lessee's non profit corporation.

B. Upon termination of the Lease or any extension thereof the Lessee shall surrender the property to the Lessors and all the terms and obligations of this Lease shall cease for both parties.

IN WITNESS WHEREOF, the parties hereto set their hands on the date first set forth above.

WITNESS:

Joseph M. Lewis
Cathy Smurda

~~Lessors~~
T. Dean Ferguson
T. DEAN FERGUSON
Joseph Dialbert
JOSEPH DIALBERT
LESSORS

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[Handwritten Signature]

[Handwritten Signature]

PLEASANT HILL SCHOOL
HOUSE HISTORICAL MUSEUM
INC.

BY: *[Handwritten Signature]*

GLORIA RENDA, PRESIDENT
LESSEE

STATE OF OHIO)
) SS:
COUNTY OF JEFFERSON)

Before me, a Notary Public, in and for said County and State personally appeared the above named T. Dean Ferguson, Joseph DiAlbert and Gloria Renda on behalf of the Pleasant Hill School House Historical Museum, Inc, and they acknowledge that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Steubenville, Ohio, this 5th day of September, 2008.

PAUL R. MCKEEGAN
JEFFERSON CO. RECORDER
FEE \$ 44.00
2009 OCT 28 P 2:28

[Handwritten Signature]

NOTARY PUBLIC
My Commission Expires 10/09/2012

