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(1896-1976)  
GEORGE W. SECREST  
(1894-1959)  
PAUL A. GUARNIERI  
(1912-1992)

May 28, 2025

*Via Certified Mail*

Ashtabula County Board of Revisions  
27 West Jefferson Street  
Jefferson, Ohio 44047

*In Re: Whirlwind Properties, Inc. (Teri Caldwell)*  
*BOR Case No. 2024-0011*

Received

JUN 02 2025

Ashtabula County Auditor  
Scott Yamamoto

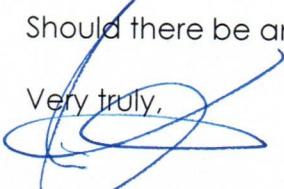
Gentlemen:

Pursuant to Rule 6(A)(2) of the Ashtabula County Board of Revision Rules of Practice and Procedure, please find enclosed herewith the following materials to be used at the June 16, 2025 hearing:

1. Exhibit 3 – Lease Amendment  
This document amends Exhibit 2, attached to the Complaint
2. Exhibit 5 – Lease Agreement between Teri Caldwell and Lee Campbell  
For PPN0201320-3200
3. Exhibit 7 – Lease Agreement for PPN020180002500
4. Exhibit 6 – Lease Agreement for PPN020180002500
5. Exhibit 4A-Y photocopies of photographs to be used at the Hearing – the original photographs will actually be used and these are submitted purely for example purposes

Should there be any questions, please advise.

Very truly,



RANDIL J. RUDLOFF  
RJR/lg

## LEASE AMENDMENT

This Lease Amendment (the "Amendment"), dated as of <sup>Feb 6</sup> January 6, 2025, (the "Effective Date"), is by and between Whirlwind Properties, Inc. an Ohio Corporation ("Landlord"), and Teri Caldwell ("Caldwell").

WHEREAS, Caldwell, and Lee Campbell Assignor are presently the tenants under that certain Amended Lease Agreement and Sales Agreement between Whirlwind Properties, Inc. as Landlord and Lee Campbell and Teri Caldwell collectively as the Tenants dated August 28th 2020 regarding the property known as 43 East Main Street Andover, Ohio 44003.

WHEREAS, Caldwell and Lee Campbell have resolved a controversy between them which has resulted in Lee Campbell surrendering his interest in the Lease Agreement and Caldwell agreeing to assume all obligations of the Lease Agreement. A copy of the Settlement Agreement between Caldwell and Campbell is attached hereto As Exhibit A and incorporated herein.

WHEREAS, the current term of the Lease Agreement expires on August 31, 2025. Landlord and Caldwell as the Tenant desire to extend the term of the Lease Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Lease Term Extension. Landlord and Tenant agree that the term of the Lease Agreement is extended from until August 31<sup>st</sup> 2027. The monthly Base Rent for the extended lease Term shall be Three Thousand Nine Hundred and Eighty-Eight Dollars (\$3,988.00) plus all other tenant obligations.

2. Assumption. Caldwell hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by the Tenant under the Lease, including the rights of the tenants to purchase the Property as set forth in the Lease Agreement.

3. Tax Appeals. Caldwell shall have the right upon prior notice to Landlord, at her own cost and expense, to initiate and prosecute any proceedings permitted by law for the purpose of obtaining an abatement of or otherwise contesting the validity or amount of Real Estate Taxes assessed or levied upon the Property and the Building and/or other Improvements constructed on the Property, provided that Caldwell will not take any action that will cause or allow the institution of foreclosure proceedings. Caldwell agrees to permit the reasonable participation by Landlord in any such contest at Landlord's request.

4. Indemnification of Landlord. Caldwell shall and does hereby indemnify Landlord against, and agrees to hold Landlord harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, arising as a result of any claim or lawsuit brought by Lee Campbell with respect to the Lease and occurring or alleged to have occurred at anytime during the Lease Agreement.

5. No Waiver. Landlord's execution of this Extension is not a waiver of any claims Landlord may have against the tenants for any defaults under the Lease by tenants, including delinquent payment of real estate taxes.



6. **Binding Effect.** This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

7. **Counterparts.** The parties agree that this Assignment may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic copies of this Assignment may be deemed to be originals. Facsimile and electronic counterparts of this Assignment shall be binding.

IN WITNESS WHEREOF, Landlord and Caldwell have executed this Amendment as of the date set forth above.

**LANDLORD:**  
**WHIRLWIND PROPERTIES, INC.**  
an Ohio Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OHIO  
COUNTY OF TRUMBULL

Before me, a notary public in and for said county and state, personally appeared the above named Frank Pasqualetti as President of Whirlwind Properties, Inc., who acknowledged that he did sign the foregoing instrument and that the same is their free act and deed on behalf of the Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wan, Ohio, this 14 day of January 2025

*Fely*

*[Signature]*

Notary Public

Thomas C. Nader, Attorney at Law  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Sec 147.03 RC

*[Signature]*

Teri Caldwell

STATE OF OHIO )  
 )  
COUNTY OF Trumbull ) ss:  
 )

Before me, a notary public in and for said county and state, personally appeared the above named Teri Caldwell, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed and that she is duly authorized herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at NARRA, Ohio, this 6th day of February, 2025.

*[Signature]*  
Notary Public



Randall J. Rudloff, Attorney at Law  
Notary Public - State of Ohio  
My Commission Has No Expiration Date  
Section 147.03 O.R.C.

**LEASE AGREEMENT**

By this Lease Agreement ("Lease"), entered into on the dates set forth below, **Terri Caldwell** of 3880 Mill Road, Dorset, Ohio 44032 herein called LESSOR (whether one or more), lets unto **Lee Campbell** of \_\_\_\_\_, herein called LESSEE, the real estate located at 409 East Main Street, Andover, Ohio 44003, further described below, hereinafter called the "Leased Premises".

Situated in the Village of Andover, County of Ashtabula, and State of Ohio: Known as being part of Original Andover Township Lot No. Twenty-Five (25), and bounded and described as follows:

**TRACT ONE:** Beginning in the center of East Main Street, at the Southeast corner of land in Lot No. 25 conveyed to Daniel F. McClintic by deed recorded in Volume 651, Page 87 of Ashtabula County Records of Deeds; Thence North along the east line of said McClintic land, a distance of about 265 feet to a point in the South line of land conveyed to Harry G. Swezey by deed recorded in Volume 469, Page 286 of the Ashtabula County Records of Deeds; Thence East along the South line of said Swezey lands, a distance of about 210 feet to a point in an angle in said Swezey lands; Thence in a southeasterly direction along said Swezey land, about 330 feet to a point in the center of East Main Street; Thence West along the center of said East Main Street, a distance of about 410.00 feet to the place of beginning and containing within said boundaries about 1.67 acres of land, be the same more or less, but subject to all legal highways.

**TRACT TWO:** Beginning in the center of East Main Street at the Southeast corner of land formerly owned by Eliza Stinson and conveyed to George B. and Mary A. Domen by deed recorded in Volume 571, Page 71 of the Ashtabula County Records of Deeds; Thence North along the east line of said Domen land, a distance of about 265 feet to a point in the South line of land conveyed to Harry G. Swezey by deed recorded in Volume 469, Page 286 of the Ashtabula County Records of Deeds; Thence East along the South line of said Swezey land, a distance of 150 feet to a point Thence South on a line parallel with the East line of said Domen land, a distance of about 265 feet to a point in the center line of East Main Street; Thence West along the center line of the highway, a distance of 150 feet to the place of beginning, and containing approximately .912 of an acre of land, be the same more or less, but subject to all legal highways.

Permanent Parcel Number: 02-013-20-132-00 and consisting of a commercial building and adjacent lots containing an auto body repair business.



The provisions of this Lease shall be binding on the successors and assigns of both Lessor and Lessee in like manner as upon the original parties, unless modified by mutual agreement.

#### **Article 1. Term**

1.01 The term of this Lease shall begin on this 1st day of October 2024, and shall expire on the 31st day of July 2025, or terminate sooner once Lessee no longer operates his auto body shop on the premises. In the event Lessee terminates this agreement prior to July 31, 2024 Lessee shall give Lessor at least thirty (30) days written notice of his intent to terminate this lease early.

#### **Article 2. Rent**

2.01 Rent shall be \$1,350.00 per month, commencing 1st day of October 2024, and each month thereafter until the Lease expires. There shall be no grace period for payment of rent.

2.02 The rent paid under this Article does not include utilities. It is Lessee's responsibility to pay any and all utilities and Lessee shall upon request of Lessor, oral or written, from time-to-time provide Lessor with written proof of payment of such utilities on a current basis.

#### **Article 3. Possession**

3.01 Lessee is already in possession of the Leased Premises and shall remain in possession, so long as he abides by all terms of the Lease.

#### **Article 4. Insurance & Real Estate Taxes**

4.01 Lessor is required to maintain casualty and extended coverage insurance on the Leased Premises. Any insurance proceeds for loss of the Leased Premises shall be payable to owner of the premises or paid out in accordance with the Lease and Sales Agreement executed with Whirlwind Properties Inc. The Lessor shall pay all real estate taxes related to the Premises. Lessee shall be responsible to fully insure his own personal property and contents as well as premises liability insurance coverage of at least \$100,000.00 per person/\$500,000.00 per occurrence and will cause Lessor to be name as a coinsured under any such policy of insurance and will provide Lessor with a copy of such policy of insurance together with the declaration page for such policy.

#### **Article 5. Hold Harmless Clause**

5.01 Lessee agrees to and shall indemnify, defend, protect and hold Lessor harmless from and against all loss, liability, damage and expense, including reasonable attorney fees, occasioned by or associated with any claims and/or suits arising out of or in any way related to Lessee's use of the Leased Premises or improvement or repair of same.

## **Article 6. Waste and Nuisance**

6.01 Lessee shall not commit, or suffer to be committed, any waste on the Leased Premises, nor shall they maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose.

## **Article 7. Repairs**

7.01 Lessee agrees to keep the Leased Premises in good order and repair, reasonable wear and tear, and damage by accident, fire or other casualty not resulting from Lessee's negligence excepted.

Upon surrender of the leased premises, Lessee shall leave the premises in good order, condition and repair, broom clean, and free of any personal property, material or debris related to Lessee's business operations and will immediately surrender all keys to the premises to Lessor.

7.02 Lessor and Lessee shall inspect the Leased Premises and identify any existing conditions not the result of Lessee's actions that require repair. The costs of repairs necessitated by Lessee's conduct shall be paid for by Lessee the cost of repairs not caused by Lessee shall be borne by the Lessor.

## **Article 8. Alterations, Improvements, Fixtures**

8.01 After obtaining written permission from the Lessor, Lessee shall have the right to improve, add to, or alter the Leased Premises and to install fixtures thereon; provided, however, that Lessee shall not remove any such improvements, additions, alterations or fixtures without the prior written consent of Lessor, and provided further, that on expiration or sooner termination of this Lease, all improvements, including permanent fixtures and any addition, alteration or repair to the Leased Premises made to the premises by Lessee during the term hereof, shall revert to and become the absolute property of Lessor and stay with the premises, free and clear of any and all claims against them by Lessee or any third person, and Lessee hereby agrees to hold Lessor harmless from the satisfaction of any claims that may be made against Lessor for such improvements, alterations or repairs by any third person. This provision does not include Lessee's office furniture, equipment, and machinery that he uses to operate his auto body shop.

## **Article 9. Defaults and Remedies**

9.01 In the event Lessee breaches this Lease in any way other than failure to pay rent, Lessor may terminate this Lease after giving Lessee written notice of their default and a thirty-day period in which the Lessee may cure the default. Termination shall not be declared if the Lessee cures said default within the thirty-day period.

## **Article 10. Assignment, Sub-Lease, and Sale**

10.01 Lessee shall not assign this Lease nor sublet all or any portion of the Leased

Premises without the prior written consent of Lessor, such consent to not be unreasonably withheld.

### Article 11. Miscellaneous

11.01 All notices provided to be given under this agreement shall be given by personal service or certified mail or registered mail addressed to the proper party at the following address:

Lessor: 3880 Mill Road, Dorset, Ohio 44032  
Lessee: \_\_\_\_\_

11.02 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

11.03 This agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Ashtabula County, Ohio.

11.04 In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11.05 This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

11.06 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

11.07 The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

11.08 No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

11.09 Within 30 days of termination of this Rental Agreement, Lessee agrees to provide to Lessor a written notice of Lessee's forwarding address.

11.10 Time is of the essence in this agreement.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Lease Agreement effective as of \_\_\_October 1, 2024\_

<Signatures on following page>

**LESSOR**

\_\_\_\_\_  
TERRI CALDWELL

DATE OF EXECUTION: \_\_\_\_\_

**LESSEE**

\_\_\_\_\_  
LEE CAMPBELL

DATE OF EXECUTION: \_\_\_\_\_

**COMMERCIAL LEASE**

This Lease is made and entered into at Andover, Ashtabula County, Ohio, this 5th day of May, 2025 ("the Lease Date"), by and between Teri Caldwell, of P.O. Box 399, Andover, OH 44003 ("Lessor") and Bryan Johnson of 691 Camplands Blvd, Andover OH 44003 ("Lessee").

**WITNESSETH THAT:**

The Lessor does hereby lease to the Lessee a portion of buildings and land at a location known for street numbering purposes as 413 E Main St., Andover 44003 ("Leased Premises"). The permanent parcel number of the Leased Premises is 020180002500.

**THEREFORE, IT IS NOW FURTHER MUTUALLY AGREED**

**BY AND BETWEEN**

**THE LESSOR AND THE LESSEE:**

**ARTICLE I**

**Description of Real Estate**

The Street address of the Leased Premises is 413 E Main St, Andover OH 44003. The PPN is 020180002500. The leased portion of the property is shown on Exhibit 1 attached herein.



ARTICLE II

Inspection; Lease in "AS IS" Condition

Lessee has inspected the Leased Premises to Lessee's satisfaction. Lessee agrees that his/her/its acceptance of the Leased Premises is in its "AS IS" condition.

ARTICLE III

Rental; Acceptance; Security Deposit

Rental In addition to the other obligations imposed under this Lease Agreement, Lessee agrees to pay \$250/month as and for rent each month of the term of this Lease. Lease payments shall be made at Lessor's address listed above.

Rent shall be due and payable to the order of "Teri Caldwell" on the first day of each month, in advance. If any rent payment is more than ten days late, Lessee shall be in breach, and shall be liable for a \$50 late penalty for each month rent is delinquent. If the Effective Date of this Lease is any day other than the first day of a month, rent shall be prorated for that month based on a 30 day month. Lessor may designate to Lessee, in writing, other locations where the rent payment is to be made (including but not limited to a physical location or direct deposit to a designated deposit account of Lessor).

Each payment of rent is absolutely due and payable on the due date without any right of set-off, counterclaim or defense of any nature whatsoever on the part of the Lessee.

Acceptance of Lease Agreement Upon the execution of this Lease Agreement by Lessee, Lessee shall tender two (2) fully executed original copies of this Lease Agreement to Lessor together with the following: a security deposit in the amount of \$ 250.00 made payable to

the order of Lessor; and payment of the first month's rent (\$250.00) made payable to the order of Lessor. Upon delivery of this payment Lessee shall have full and immediate occupancy of the Leased Premises on the Effective Date. INITIAL ANY CHANGE: TC \_\_\_\_\_

Security Deposit The Security Deposit (if any) shall be held by Lessor under the following conditions: the Security Deposit shall be paid to Lessor and held by Lessor until the termination of this Lease. Within sixty (60) days after the termination of the Lease, the Security Deposit will be returned to Lessee provided that Lessee has complied with all the terms and conditions of this Lease Agreement on its part to be performed and has returned the Leased Premises to Lessor in the same condition as Lessee received same, normal wear and tear, and permitted improvements, excepted.

Full Amount of Rent for Entire Lease Term Due Lessee shall be responsible to pay base rent for the entire Six Months (0.5 year) term (a total of \$1,500) whether Lessee occupies the Lease Premises during the entire Lease term or vacates the Leased Premises prior to the end of the Six Month term (The "term" of this Lease is defined in Article IV, below.).

#### ARTICLE IV

##### Term

The Term of this Lease shall be six (6) months (0.5 years), commencing on the 1st day of May, 2025 ("the Effective Date"). Lessor may increase rent after the first term by not more than ten percent (10%) over the original monthly lease amount. Lessor must give written notice to Lessee of any such increase in the rental amount.

## ARTICLE V

### Lease Disclosures; Inclusions, Exclusions and Restrictions

(1) This Lease includes the entire Leased Premises.

(2) Lessee may, but only upon prior written consent of Lessor, make such alterations in, make renovations and improvements to, and affix such items of personal property to the Leased Premises as Lessee desires. However, when Lessee vacates the premises, unless otherwise provided in Lessor's consent to such improvements, Lessee must remove at Lessee's cost all such renovations, improvements and items of personal property which Lessor does not consent in writing to remain at Lessee's cost, and repair the floors, walls, beams, posts, paved areas, land and any other areas where Lessee has affixed personal property to the floors and structure of the building. If Lessee fails to do so, Lessor may do so and collect the cost from Lessee.

## ARTICLE VI

### Condition of Leased Premises

Lessee has satisfied it/her/himself with the condition of the Leased Premises as of the date of the execution of this Lease Agreement. Lessee acknowledges that the Leased Premises complies with all applicable local, state or federal laws and regulations, including but not limited to: building codes, zoning, land use regulation, and environmental laws or regulations. Lessee must submit building, sign and occupancy permits to the Village of Andover for approval.

## ARTICLE VII

### Use of Leased Premises

The Lessee will use the premises for the sole purpose of operating a Golf Cart Sales &

Rental business, and such activities as are necessary and/or incident thereto, and no other business without Lessor's prior written consent.

#### ARTICLE VIII

##### Lessee's Covenant of Lawful Use

Lessee covenants he will use and occupy the entire Leased Premises in a lawful, careful, safe and proper manner. Lessee will not permit the Leased Premises to be used for any unlawful purpose, and will conform to and abide by all laws and regulations of the United States of America, the State of Ohio, the County of Ashtabula, and the City of Andover, respecting the Leased Premises and its use and occupancy. Lessee will indemnify and save Lessor harmless from all losses, damages, seizures, forfeitures, fines, costs, attorney's fees, and other detriment whatsoever Lessor may suffer as a result of the breach of this ARTICLE VIII by Lessee, its guests, invitees, permitted users, and all those in privity with Lessee concerning the Leased Premises, its use and occupancy.

#### ARTICLE IX

##### Real Estate Taxes and Assessments

With the exception of the first six (6) months, during the term of this Lease, Lessor shall be responsible for all real estate taxes and assessments levied and imposed on the premises, or such other taxes as may imposed by Andover, Ashtabula County, the State of Ohio or the United States of America, or any other governmental agency or district, from time to time, and in place of or in addition to the presently enacted real estate tax which is imposed upon real property and its improvements.

## ARTICLE X

### Utilities

During the term of this Lease, Lessee shall be responsible for payment for all utilities used on the Leased Premises including but not limited to water, sewer, gas, electricity, and trash removal.

## ARTICLE XI

### Insurance

During the term of this Lease the Lessor will insure the Leased Premises against fire and similar hazards and will maintain, in full force and effect, a policy of property damage for damage or destruction of the Leased Premises by fire and similar hazards with policy limits of not less than the fair market value of the buildings and structures erected on the Leased Premises.

Lessee shall insure the premises against premises liability and will obtain and carry public liability insurance in an amount not less than \$1,000,000. All such insurance shall be purchased from insurers authorized to do business in the State of Ohio, rated A or higher by Best's Key Rating Service or an insurer otherwise acceptable to Lessor. Lessee shall hold Lessor harmless, and indemnify Lessor, against all liability whatsoever arising out of or in connection with Lessee's use of the Premises.

In addition, Lessee may, but is not required to, purchase insurance for its own property on and at the Leased Premises. Lessor is not, and shall not be, liable for any damage, theft, loss, destruction or other injury whatsoever to Lessee's property on and at the Leased Premises.

Lessee waives any right of subrogation against Lessor for any liability arising under this Lease Agreement.

Lessor may otherwise or additionally insure the Leased Premises to protect Lessor's interest

in the Leased Premises.

Lessee shall indemnify Lessor, and hold Lessor harmless from, any and all liabilities whatsoever, roof, whether in tort or contract, arising out or, or in connection with, Lessee's occupancy of the Lease Premises during the Lease term.

## ARTICLE XII

### Maintenance and Repairs: Lessee's Responsibilities

Lessee shall maintain and keep the Leased Premises, its grounds, parking lots, buildings, structures and appurtenances, and the tangible personal property, in a well maintained, clean, safe and sanitary condition, and free and clear of garbage, trash, rubbish, debris, snow and from all obstructions whatsoever.

## ARTICLE XIII

### Additional Covenants

There are not additional covenants, representations, or terms of this Lease except those set forth in this Lease Agreement and its Exhibits.

## ARTICLE XIV

### Conduct

Any business of, and the occupancy of the Lease Premises by, the Lessee shall be conducted in a businesslike manner and in accordance with the rules, laws, and regulations of all authorities having jurisdiction thereof and shall be free of all nuisance of any nature whatsoever.

## ARTICLE XV

### No Assignment

This Lease shall not be assigned by Lessee without prior consent of Lessor. Lessee shall not sublease any part of the Leased Premises without prior written consent of Lessor. If the Lessor does consent to any assignment or partial assignment, such assignment shall not relieve Lessee of any of its obligations to the Lessor hereunder, unless Lessor has so consented in writing. Upon any assignment or sublease of any portion, or all, of this Lease and/or the Leased Premises, the assignee or sub-lessee shall pay all rent directly to Lessor upon Lessor's insistence.

## ARTICLE XVI

### Signs

The Lessee shall have the right to erect and maintain signs on and in the Leased Premises. However, all signs shall comply with all regulations of Andover, Ashtabula County, and/or the State of Ohio, relating to the erection and maintenance of signs. Such signs shall be of proper construction and securely attached to the Leased Premises, and the Lessee shall indemnify the Lessor from any and all loss or damage by signs and any event involving signs. Lessee shall submit to the Village of Andover a Sign Permit for approval.

## ARTICLE XVII

### Rubbish, Garbage and Waste Material

The Lessee shall remove from the Leased Premises regularly, in receptacles provided by Lessee at Lessee's expense and by waste removal companies of Lessee's choosing at Lessee's expense, all rubbish, garbage and waste material. If Lessee creates or otherwise has rubbish,

garbage or waste material which is classified by any government entity as "Hazardous" or otherwise environmentally unsafe, Lessee shall comply with all applicable laws and regulations governing the removal/disposal of all such substances.

#### ARTICLE XVIII

##### Waste

Lessee shall not commit nor suffer to be committed any material waste (other than arising from Lessor's failure to comply with its obligations under this Lease Agreement) upon, on, in or of the Leased Premises. If any such waste is committed upon, on, in or of the Leased Premises and the Leased Premises is damaged thereby, Lessor may elect to treat the creation or maintenance of waste or damage as an event of default, or may, at its option, bring an action to any one or more of the following: evict Lessee and/or terminate this Lease and/or recover damages for such waste or damage (even without avoiding this Lease).

#### ARTICLE XIX

##### Third Person Injury

Lessee shall, at all times, save Lessor harmless from all damages that may occur to any person or persons whomsoever on the Leased Premises, or to the Leased Premises itself resulting from any act of negligence, misfeasance, malfeasance, gross negligence or willful act, done or committed or suffered to be committed or done by or through the Lessee, its agents, employees, invitees, business visitors and vendors, and any and all loss, costs, liability or expense resulting therefrom (including, without limitation, attorney's fees, costs and interest).

## ARTICLE XX

### External Caused Damage

Lessor shall not be liable for any damages occasioned by failure of Lessee to keep the Leased Premises well maintained, in good repair, safe and/or clean, or for any damages of any kind or nature whatsoever arising from acts of negligence of owners or occupants of adjacent buildings or contiguous property, or occasioned by any defective utility or service lines, including wiring and equipment conveying electricity, gas, plumbing, and water or sewer lines, resulting from any cause whatsoever, including the breakage, leakage, failure or obstruction of any wiring and equipment conveying electricity, water, gas or sewer pipes, or of the roof or rain ducts, or other leakage or overflow in or about the Premises.

## ARTICLE XXI

### Entry

Lessor, or its agent identified to Lessee, shall have the right to enter the Leased Premises to examine its use, state of maintenance, safety and cleanliness, compliance with this Lease Agreement and laws governing use of the Leased Premises, proper construction of improvements, and to determine what maintenance, repair or other action is necessary for the satisfactory preservation of the Leased Premises. Except in the case of emergency and to protect persons or property, Lessor shall give to Lessee not less than one business day's prior written notice of such inspection.

## ARTICLE XXII

### Insurable Condition

The Lessee agrees it shall not fail to keep the Leased Premises insured, and that no part of

the Leased Premises will, at any time, be kept, maintained or occupied so that the Leased Premises will not be insurable against loss or damage by fire or similar loss; nor will the Lessee do, cause or allow anything in or upon or about the Leased Premises that voids or has the potential to void any policy of insurance then effective, placed or in force thereon. If Lessee violates this covenant, Lessor may obtain such insurance and charge Lessee for the cost of such insurance as additional rent.

### ARTICLE XXIII

#### Partial Destruction

Lessee shall use every reasonable precaution against fire or other casualty and, in the case of fire or other casualty, give immediate notice to Lessor. In the event the Leased Premises shall, without fault or neglect on a part of the Lessee, be so injured by the elements or other causes as to be unfit for occupancy ("the Occurrence"), in whole or in part, and any such injury can be reasonably repaired within ninety (90) days of the Occurrence, then Lessee shall repair the damages with all reasonable speed. The rent shall not be abated or reduced for the period during which the Leased Premises, or any part of it, shall be and remain unusable. If, however, the damage cannot be reasonably repaired within ninety (90) days after the occurrence, either party may terminate this Lease.

### ARTICLE XXIV

#### Default

If Lessee shall fail to pay rent when due, or in the event said Lessee shall fail to keep and perform any of the other provisions of this Lease on its part to be kept and performed, and such default shall continue for a period of ten (10) days after notice thereof, in writing, has been given

to the Lessee by the Lessor, or if any waste be committed or damage done on or to the Leased Premises by the Lessee or persons for whom Lessee is responsible under ARTICLE XVIII, above, or if Lessee be adjudicated bankrupt, or shall make any assignment for the benefit of creditors, or a receiver for its affairs shall, for any reason, be appointed, or if the interest of the Lessee shall be sold under execution or other legal process, then, and in any such event, the Lessor may, at its election, declare the termination of this Lease and may enter into possession of the Leased Premises, without prejudice to any right of action or remedy which might otherwise be available to recover the full balance of rent due through the end of the Term and all damages which might have accrued by reason of the breach of the provisions of this Lease Agreement. (The total amount of rent is due on the first day of the Lease; however, the Lessor is permitting the Lessee to make monthly installment payments on the rent.) Any material violation by the Lessee of any of the material provisions of this Lease Agreement which is not cured within ten (10) days after notice thereof may, at the election of the Lessor, constitute grounds forfeiting the residue of the Term of the Lease. In case of default by the Lessee and entry by the Lessor, the Lessor shall use reasonable efforts to re-let the Leased Premises for the remainder of the term for the highest rent obtainable and may recover from the Lessee any deficiency from the amount so obtained and the rent required to be paid by Lessee.

#### ARTICLE XXV

##### Notice

Any notice to be served by either party upon the other under this Lease, shall be sufficiently served by forwarding by certified mail, return receipt requested, addressed to the other party at the addresses given above; or by any method of delivery satisfactory for service of a Complaint in a

Civil Action under the Ohio Rules of Civil Procedure; or at any subsequent address either party may give the other, or at any address where the party giving notice knows the other regularly receives business correspondence. All notices and consents required by the provisions of this Lease Agreement shall be in writing.

#### ARTICLE XXVI

##### Holdover

Rights acquired under this Lease shall not extend beyond the term, and no holding over, or continuance in the possession or occupancy of the Leased Premises, shall cause, or be construed to be, an extension of the Lease. In all such cases, the Lessee shall be a trespasser or tenant at will at the option of the Lessor, subject to removal by the Lessor by appropriate legal process and proceedings. The Lessee agrees to pay for the time the Lessee shall retain possession of the premises, or any part thereof, after the termination of this Lease, at 150% the rate of rental in effect for the last month of the immediately past term, and to pay all expenses the Lessor incurs in enforcing any of the provisions hereof (including but not limited to attorney fees, costs and interest); but neither this Lease Agreement nor any act or course of conduct of Lessor shall not be held as a waiver by the Lessor of any right of re-entry or other remedy available to Lessor.

#### ARTICLE XXVII

##### Lessee's Duties Upon Termination

Lessee shall, at the termination of this Lease, return the Leased Premises to the Lessor in as good condition as when received, normal wear and tear and permitted improvements excepted. By midnight of the date of termination of this Lease, Lessee shall remove all rubbish, garbage, waste material and debris whatsoever, and all Lessee's property from the Leased Premises (save

only whatever property Lessor has consented shall remain), and shall surrender all keys to the Leased Premises. At the expiration of this Lease, any property of Lessee not removed may, at the sole election of Lessor, be removed at Lessee's cost or become the property of Lessor.

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##### Abandonment by Lessee

If, during the Term of this Lease, Lessee shall remove substantially all its property from the Leased Premises, or shall withdraw or absent all its employees, officers, or other agents from being present upon the Leased Premises for a continuous period of thirty (30) days without prior notice to Lessor setting out just cause for same, then Lessor shall have the absolute right to treat the Leased Premises as having been abandoned by Lessee. In that case, Lessor may re-enter the Leased Premises and take such actions as it deems necessary or advisable to secure the Leased Premises, and may treat the abandonment as a breach of this Lease and take any, such and further action to which Lessor is entitled under the terms and provisions of this Lease Agreement and under Ohio law.

#### ARTICLE XXIX

##### Cumulative Rights

All rights and remedies of each party under this Lease Agreement shall be cumulative and none shall be exclusive of any other right or remedy allowed by this Lease Agreement and/or Ohio law.

#### ARTICLE XXX

##### Quiet Enjoyment

Lessor will warrant and defend the Lessee in the enjoyment and peaceful possession of the

Leased Premises during the Term of this Lease, so long as Lessee shall perform all its part of this Lease.

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Binding Effect

The provisions of this Lease, within the limitations imposed, shall accrue to the benefit of and be binding upon Lessor and Lessee and any and all persons in privity with either of them.

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Condemnation

In the event any governmental authority shall appropriate any portion of the Leased Premises, all monies and damages accruing by reason of said appropriation shall be and remain the sole property of the Lessor. Lessee waives any right to participate in any such award, but the Lessee may maintain its own action for loss or damage to property of Lessee.

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Memorandum of Lease

The parties agree that they may execute a Memorandum of Lease, in form prepared by counsel for the party requesting the Memorandum of Lease, which Lessee or Lessor, at its own expense, may record in the records of the Ashtabula County Recorder.

ARTICLE XXXIV

Exoneration

Notwithstanding any other provision to the contrary herein, the liability of Lessor to Lessee

for any legal action or judgment which Lessee may recover against Lessor as a result of any of Lessor's obligations under this Lease Agreement may not be maintained or satisfied against any other assets which Lessor may own have an interest, other than the premises, its rents, issues and profits.

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Within ten (10) days of receipt of a written request from the requesting party, the other party will execute and deliver a written estoppel certificate or SNDA in standard form in order to permit the requesting party to obtain commercially reasonable financing.

ARTICLES XXXVII and XXXVIII

RESERVED

ARTICLE XXXIX

Other Terms and Provisions

(1) Each party has had the benefit of such professional advisors as it has desired to confer with concerning this Agreement, and has not relied on any representation of the other or the other's

agent(s) concerning this Agreement.

(2) This Agreement has been prepared by Lessor.

(3) This Agreement is governed by the law of the State of Ohio.

(4) Any action concerning this Lease Agreement, the Lease, and any question, issue or dispute eviction action arising out of same shall be brought either in the Municipal or County Court having jurisdiction over the parties and the dispute, or in the Common Pleas Court of Ashtabula County, Ohio, which Courts shall have sole venue and jurisdiction over same.

(5) This Agreement may be modified, but only in a written document signed by both parties.

(6) Each party represents, covenants and warrants it has full authority to enter into this Agreement; and that it is ready, willing and able to perform its part of this Agreement to be performed.

(7) In the event any consent by Lessor is required under this Lease Agreement, such consent shall not be unreasonably withheld or delayed.

(8) This Lease Agreement shall be executed in two (2) or more original counterparts, each to be numbered as follows: "Number 1 of 3 Original Counterparts." Any single Original Counterpart shall be considered a sole original copy, and no party shall be required or compelled to produce all Original Counterparts for any purpose whatsoever.

(9) A photocopy of a fully executed Original Counterpart shall be sufficient for all purposes as a fully executed Original Counterpart.

(10) Neither party has made any representation, covenant or warranty to the other that is not true at the time of the execution of this Lease Agreement.

(11) Each party has acted and proceeded in good faith in the negotiation and execution of

this Lease Agreement.

ARTICLE XXXX

No Option to Purchase

- (1) Lessee has, and shall have, no option to Purchase the Leased Premises.

THE REST OF THIS PAGE IS INTENTIONALLY BLANK.



LESSEE:



By: Bryan Johnson, Its President

Date: May 5<sup>th</sup>, 2025

At: Andover, OH, Ohio

STATE OF OHIO )

COUNTY OF Ashtabula )

SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named Bryan M. Johnson, who is known to me personally or has satisfactorily proven his/her identity, and who acknowledges that he/she did execute the foregoing instrument and that same is his/her own free act and deed.

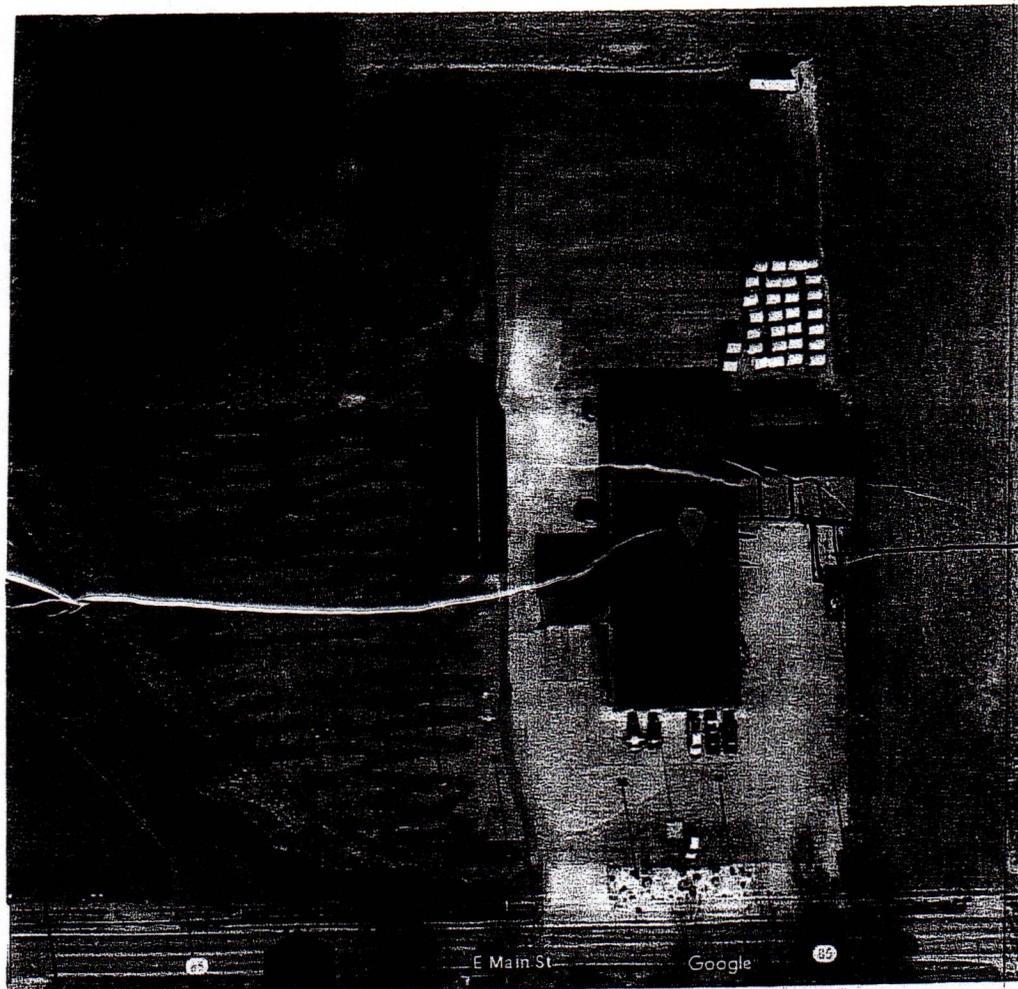
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal at Ashtabula, Ohio this 5<sup>th</sup> day of May, 2025.

  
NOTARY PUBLIC

PAUL J. MURPHY III  
NOTARY PUBLIC • STATE OF OHIO  
My Commission Expires  
11/21/28

Form prepared by:  
John C. Grundy, Esq.  
3578 Niles-Cortland Road  
Cortland, Ohio 44410

Exhibit 1



→ 20' Trailer  
Dodge Truck  
Parking

Boat Sales  
Truck Parking  
Golf Cart Storage

\* Areas Not Highlighted Are Owners

#1

413 E. Main St.

**COMMERCIAL LEASE**

This Lease is made and entered into at Andover, Ashtabula County, Ohio, this 5th day of May, 2025 ("the Lease Date"), by and between Teri Caldwell, of P.O. Box 399, Andover, OH 44003 ("Lessor") and Roaming Shores Marina of 1 Marina Dr, Roaming Shores OH 44084 ("Lessee").

**WITNESSETH THAT:**

The Lessor does hereby lease to the Lessee a portion of buildings and land at a location known for street numbering purposes as 413 (portion of) & 413 ½ E Main St., Andover 44003 ("Leased Premises"). The permanent parcel number of the Leased Premises is 020180002500.

**THEREFORE, IT IS NOW FURTHER MUTUALLY AGREED**

**BY AND BETWEEN**

**THE LESSOR AND THE LESSEE:**

ARTICLE I

Description of Real Estate

The Street address of the Leased Premises is 413 (portion of) & 413 ½ E Main St., Andover OH 44003. The PPN is 020180002500. The leased portion of the property is shown on Exhibit 1 attached herein.



## ARTICLE II

### Inspection; Lease in "AS IS" Condition

Lessee has inspected the Leased Premises to Lessee's satisfaction. Lessee agrees that his/her/its acceptance of the Leased Premises is in its "AS IS" condition.

## ARTICLE III

### Rental; Acceptance; Security Deposit

Rental In addition to the other obligations imposed under this Lease Agreement, Lessee agrees to pay One Thousand Five Hundred Dollars and 0/100 (\$1,500) as and for rent each month of the term of this Lease. Lease payments shall be made at Lessor's address listed above.

Rent shall be due and payable to the order of "Teri Caldwell" on the first day of each month, in advance. If any rent payment is more than ten days late, Lessee shall be in breach, and shall be liable for a \$50 late penalty for each month rent is delinquent. If the Effective Date of this Lease is any day other than the first day of a month, rent shall be prorated for that month based on a 30 day month. Lessor may designate to Lessee, in writing, other locations where the rent payment is to be made (including but not limited to a physical location or direct deposit to a designated deposit account of Lessor).

Each payment of rent is absolutely due and payable on the due date without any right of set-off, counterclaim or defense of any nature whatsoever on the part of the Lessee.

Acceptance of Lease Agreement Upon the execution of this Lease Agreement by Lessee, Lessee shall tender two (2) fully executed original copies of this Lease Agreement to Lessor together with the following: a security deposit in the amount of \$ 1500.00 made payable to the order of Lessor; and payment of the first month's rent (\$1500.00) made payable to the order of

Lessor. Upon delivery of this payment Lessee shall have full and immediate occupancy of the Leased Premises on the Effective Date. INITIAL ANY CHANGE: TC \_\_\_\_\_

Security Deposit The Security Deposit (if any) shall be held by Lessor under the following conditions: the Security Deposit shall be paid to Lessor and held by Lessor until the termination of this Lease. Within sixty (60) days after the termination of the Lease, the Security Deposit will be returned to Lessee provided that Lessee has complied with all the terms and conditions of this Lease Agreement on its part to be performed and has returned the Leased Premises to Lessor in the same condition as Lessee received same, normal wear and tear, and permitted improvements, excepted.

Full Amount of Rent for Entire Lease Term Due Lessee shall be responsible to pay base rent for the entire Six Months (0.5 year) term (a total of \$9,000) whether Lessee occupies the Lease Premises during the entire Lease term or vacates the Leased Premises prior to the end of the Six Month term. (The "term" of this Lease is defined in Article IV, below.) Lessee shall have the option to lease more the property under new lease as long as both parties can agree to terms and conditions.

#### ARTICLE IV

##### Term

The Term of this Lease shall be six (6) months (0.5 years), commencing on the 1st day of May, 2025 ("the Effective Date"). Lessor may increase rent after the first term by not more than ten percent (10%) over the original monthly lease amount. Lessor must give written notice to Lessee of any such increase in the rental amount.

## ARTICLE V

### Lease Disclosures; Inclusions, Exclusions and Restrictions

(1) This Lease includes the entire Leased Premises.

(2) Lessee may, but only upon prior written consent of Lessor, make such alterations in, make renovations and improvements to, and affix such items of personal property to the Leased Premises as Lessee desires. However, when Lessee vacates the premises, unless otherwise provided in Lessor's consent to such improvements, Lessee must remove at Lessee's cost all such renovations, improvements and items of personal property which Lessor does not consent in writing to remain at Lessee's cost, and repair the floors, walls, beams, posts, paved areas, land and any other areas where Lessee has affixed personal property to the floors and structure of the building. If Lessee fails to do so, Lessor may do so and collect the cost from Lessee.

## ARTICLE VI

### Condition of Leased Premises

Lessee has satisfied it/her/himself with the condition of the Leased Premises as of the date of the execution of this Lease Agreement. Lessee acknowledges that the Leased Premises complies with all applicable local, state or federal laws and regulations, including but not limited to: building codes, zoning, land use regulation, and environmental laws or regulations. Lessee must submit building, sign and occupancy permits to the Village of Andover for approval.

## ARTICLE VII

### Use of Leased Premises

The Lessee will use the premises for the sole purpose of operating a Boat Sales & Repair

business, and such activities as are necessary and/or incident thereto, and no other business without Lessor's prior written consent.

#### ARTICLE VIII

##### Lessee's Covenant of Lawful Use

Lessee covenants he/she/it will use and occupy the entire Leased Premises in a lawful, careful, safe and proper manner. Lessee will not permit the Leased Premises to be used for any unlawful purpose, and will conform to and abide by all laws and regulations of the United States of America, the State of Ohio, the County of Ashtabula, and the City of Andover, respecting the Leased Premises and its use and occupancy. Lessee will indemnify and save Lessor harmless from all losses, damages, seizures, forfeitures, fines, costs, attorney's fees, and other detriment whatsoever Lessor may suffer as a result of the breach of this ARTICLE VIII by Lessee, its guests, invitees, permitted users, and all those in privity with Lessee concerning the Leased Premises, its use and occupancy.

#### ARTICLE IX

##### Real Estate Taxes and Assessments

This is a Gross lease. Lessor will pay taxes.

#### ARTICLE X

##### Utilities

During the term of this Lease, Lessee shall be responsible for payment for all utilities used on the Leased Premises including but not limited to water, sewer, gas, electricity, and trash

removal. Lessee shall have all such utilities billed in his name on and after the Effective Date.

## ARTICLE XI

### Insurance

During the term of this Lease the Lessor will insure the Leased Premises against damage, fire and similar hazards and will maintain, in full force and effect, a policy of property damage for damage or destruction of the Leased Premises by fire and similar hazards with policy limits of not less than the fair market value of the buildings and structures erected on the Leased Premises.

Lessee shall insure the premises against premises liability and will obtain and carry public liability insurance in an amount not less than \$1,000,000. All such insurance shall be purchased from insurers authorized to do business in the State of Ohio, rated A or higher by Best's Key Rating Service or an insurer otherwise acceptable to Lessor. Lessee shall hold Lessor harmless, and indemnify Lessor, against all liability whatsoever arising out of or in connection with Lessee's use of the Premises.

In addition, Lessee may, but is not required to, purchase insurance for its own property on and at the Leased Premises. Lessor is not, and shall not be, liable for any damage, theft, loss, destruction or other injury whatsoever to Lessee's property on and at the Leased Premises.

Lessor may otherwise or additionally insure the Leased Premises to protect Lessor's interest in the Leased Premises.

## ARTICLE XII

### Maintenance and Repairs: Lessee's Responsibilities

Lessee shall maintain and keep the Leased Premises, its grounds, parking lots, buildings,

or sub-lessee shall pay all rent directly to Lessor upon Lessor's insistence.

## ARTICLE XVI

### Signs

The Lessee shall have the right to erect and maintain signs on and in the Leased Premises. However, all signs shall comply with all regulations of Andover, Ashtabula County, and/or the State of Ohio, relating to the erection and maintenance of signs. Such signs shall be of proper construction and securely attached to the Leased Premises, and the Lessee shall indemnify the Lessor from any and all loss or damage by signs and any event involving signs. Lessee shall submit to the Village of Andover a Sign Permit for approval.

## ARTICLE XVII

### Rubbish, Garbage and Waste Material

The Lessee shall remove from the Leased Premises regularly, in receptacles provided by Lessee at Lessee's expense and by waste removal companies of Lessee's choosing at Lessee's expense, all rubbish, garbage and waste material. If Lessee creates or otherwise has rubbish, garbage or waste material which is classified by any government entity as "Hazardous" or otherwise environmentally unsafe, Lessee shall comply with all applicable laws and regulations governing the removal/disposal of all such substances.

## ARTICLE XVIII

### Waste

Lessee shall not commit nor suffer to be committed any material waste (other than arising

from Lessor's failure to comply with its obligations under this Lease Agreement) upon, on, in or of the Leased Premises. If any such waste is committed upon, on, in or of the Leased Premises and the Leased Premises is damaged thereby, Lessor may elect to treat the creation or maintenance of waste or damage as an event of default, or may, at its option, bring an action to any one or more of the following: evict Lessee and/or terminate this Lease and/or recover damages for such waste or damage (even without avoiding this Lease).

#### ARTICLE XIX

##### Third Person Injury

Lessee shall, at all times, save Lessor harmless from all damages that may occur to any person or persons whomsoever on the Leased Premises, or to the Leased Premises itself resulting from any act of negligence, misfeasance, malfeasance, gross negligence or willful act, done or committed or suffered to be committed or done by or through the Lessee, its agents, employees, invitees, business visitors and vendors, and any and all loss, costs, liability or expense resulting therefrom (including, without limitation, attorney's fees, costs and interest).

#### ARTICLE XX

##### External Caused Damage

Lessor shall not be liable for any damages occasioned by failure of Lessee to keep the Leased Premises well maintained, in good repair, safe and/or clean, or for any damages of any kind or nature whatsoever arising from acts of negligence of occupants.

## ARTICLE XXI

### Entry

Lessor, or its agent identified to Lessee, shall have the right to enter the Leased Premises to examine its use, state of maintenance, safety and cleanliness, compliance with this Lease Agreement and laws governing use of the Leased Premises, proper construction of improvements, and to determine what maintenance, repair or other action is necessary for the satisfactory preservation of the Leased Premises. Except in the case of emergency and to protect persons or property, Lessor shall give to Lessee not less than one business day's prior written notice of such inspection.

## ARTICLE XXII

### Insurable Condition

The Lessee agrees it shall not fail to keep the Leased Premises insured, and that no part of the Leased Premises will, at any time, be kept, maintained or occupied so that the Leased Premises will not be insurable against loss or damage by fire or similar loss; nor will the Lessee do, cause or allow anything in or upon or about the Leased Premises that voids or has the potential to void any policy of insurance then effective, placed or in force thereon. If Lessee violates this covenant, Lessor may obtain such insurance and charge Lessee for the cost of such insurance as additional rent.

## ARTICLE XXIII

### Partial Destruction

Lessee shall use every reasonable precaution against fire or other casualty and, in the case of fire or other casualty, give immediate notice to Lessor. In the event the Leased Premises shall, without fault or neglect on a part of the Lessee, be so injured by the elements or other causes as to

be unfit for occupancy ("the Occurrence"), in whole or in part, and any such injury can be reasonably repaired within ninety (90) days of the Occurrence, then Lessee shall repair the damages with all reasonable speed. The rent shall not be abated or reduced for the period during which the Leased Premises, or any part of it, shall be and remain unusable. If, however, the damage cannot be reasonably repaired within ninety (90) days after the occurrence, either party may terminate this Lease.

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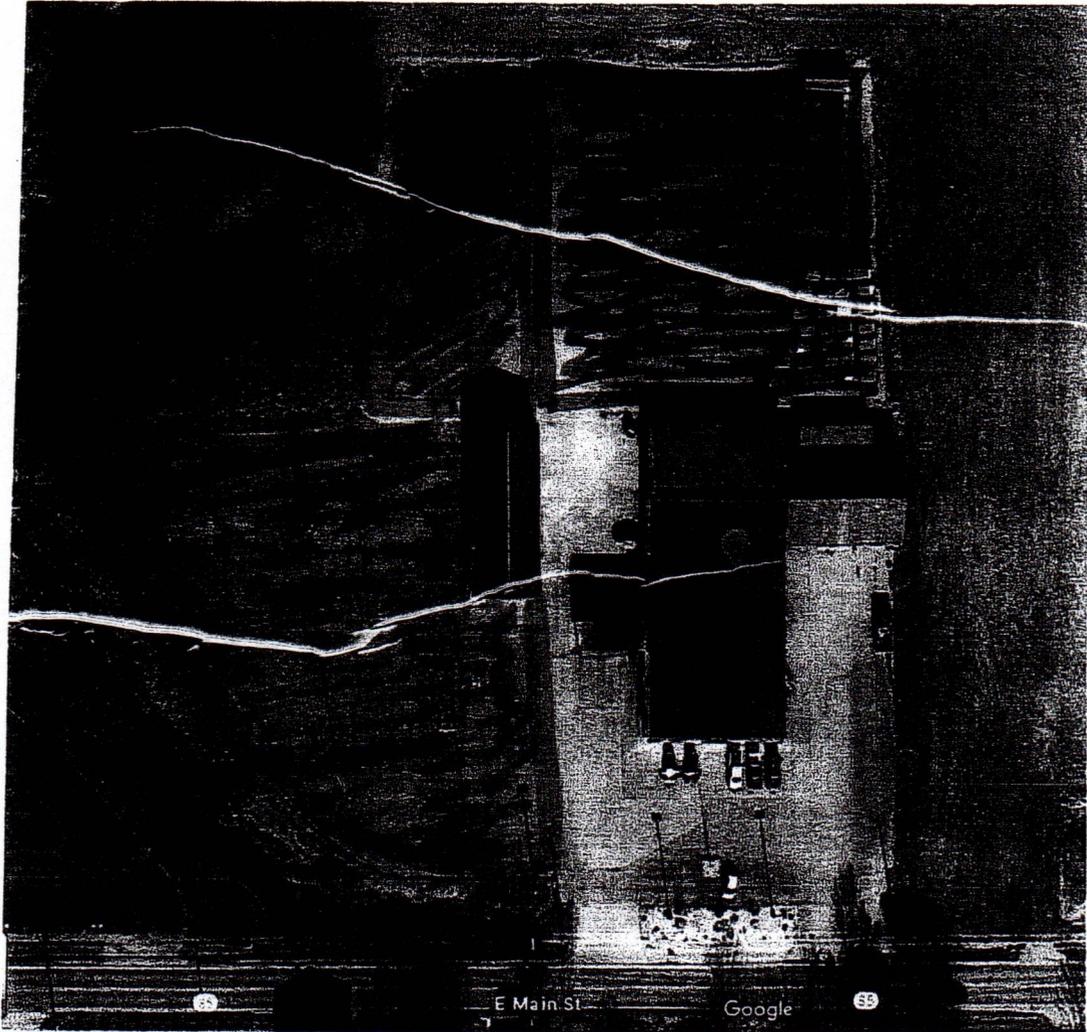
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-  Golf Cart Sales
-  Truck Parking

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Exhibit #1

413 E. Main St.

