

THE COURT OF APPEALS OF OHIO

TENTH APPELLATE DISTRICT

|                                                           |   |                                       |
|-----------------------------------------------------------|---|---------------------------------------|
| Long Street Associates, LLP,                              | : |                                       |
| Plaintiff-Appellant,                                      | : |                                       |
| v.                                                        | : | No. 26AP-57<br>(C.P.C. No. 20CV-7580) |
| The Young Men’s Christian Association<br>of Central Ohio, | : | (REGULAR CALENDAR)                    |
| Defendant-Appellee.                                       | : |                                       |

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D E C I S I O N

Rendered on October 6, 2026

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**On brief:** *Arnold & Clifford, LLC, Damion M. Clifford, and Gerhard A. Gosnell II*, for appellant.

**Argued:** *Damion M. Clifford*.

**On brief:** *Ice Miller LLP, Catherine L. Strauss, and Lydia F. Reback*, for appellee.

**Argued:** *Lydia F. Reback*.

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APPEAL from the Franklin County Court of Common Pleas  
MENTEL, J.

{¶ 1} Plaintiff-appellant, Long Street Associates, LLP (“Long Street”), appeals from the judgment entry of the Franklin County Court of Common Pleas granting the motion for summary judgment of defendant-appellee, the Young Men’s Christian Association of Central Ohio (“YMCA”). For the reasons that follow, we affirm.

**I. FACTS AND PROCEDURAL HISTORY**

{¶ 2} Long Street is the owner of the building located at 31-55 West Long Street, Columbus, Ohio (“premises”). On December 9, 2019, the YMCA entered into an agreement with Long Street to lease and occupy the premises.

{¶ 3} The parties set out terms concerning the condition and modifications to the premises through the lease agreement. As the space was unfinished, the lease agreement included terms as to the cost and schedule for completing such improvements. Under the lease agreement, Long Street was to provide the YMCA “with a preliminary rendering of [the YMCA’s] proposed design and layout,” which was termed “Tenant’s Preliminary Plans.” (Emphasis deleted.) (Nov. 20, 2020 Compl., Ex. Lease Agreement at Section 10.3.) The YMCA was required to provide reasonable comments and revisions to the Tenant’s Preliminary Plans within 30 days. The YMCA was also to provide “the design, size, materials, quality, coloring, lettering and shape” of the YMCA’s proposed “sign package.” *Id.* The parties were to “work together in good faith to agree upon the final plans and specifications of the Tenant Improvements . . . (‘Tenant’s Final Plans’) based upon Tenant’s Preliminary Plans and [Long Street]’s comments or revisions as soon as practical.” (Emphasis deleted.) *Id.*

{¶ 4} Pursuant to Section 10.10 of the lease agreement, following the development of the Tenant’s Final Plans, Long Street “shall prepare, or cause the General Contractor to prepare, a budget detailing the costs associated with” construction of “the Tenant Improvements (the ‘Construction Budget’).” (Emphasis deleted.) *Id.* at 10.10. The lease agreement required Long Street to contribute a “Tenant Improvement Allowance” equal to \$30 per square foot of the premises, which totaled approximately \$323,100. Per Section 10.7 of the lease agreement, the YMCA agreed to cover up to \$200,000 of additional costs (“Tenant’s Share”) to be paid and “amortized over the Initial Term at an interest rate equal to five percent (5%) per annum,” with the YMCA making payments on a monthly basis. If the Tenant’s Share exceeded \$200,000, the YMCA was responsible for paying the excess costs. *Id.* at 10.7. As set forth in Section 10.10 of the lease agreement:

In the event that the Construction Budget indicates that the costs associated with the completion of the Tenant Improvements will exceed [a fixed figure equal to approximately \$523,100 (“Construction Budget Threshold”)], *Tenant shall have a one-time option to terminate this Lease by providing Landlord with written notice of Tenant’s desire to terminate this Lease within seven (7) days following Tenant’s receipt of the Construction Budget.* . . . If Tenant objects to any of the costs identified in the Construction Budget, Landlord and Tenant shall use commercially reasonable efforts in good faith to work with one another to make minor adjustments to the scope of work of any subcontractors performing portions of the Landlord’s Work or make

minor changes to the [] Final Plans in order to agree upon the [] final Construction Budget to the mutual satisfaction of both Landlord and Tenant.

(Emphasis added.)

{¶ 5} The lease agreement also provided an acknowledgement that the premises was listed on the national registry of historic buildings. *Id.* at 1, Section B. The parties agreed that the rehabilitation work within the premises for any historic tax credits “[was] subject to the certification and approval by the Ohio Historic Preservation Office (the ‘OHPO’) and the National Parks Service (the ‘NPS’).” *Id.*

{¶ 6} On July 30, 2020, Jeff Baur provided the YMCA with a Construction Budget. (Aug. 8, 2022 Mot. for Summ. Jgmt., Ex. 10.) In the Construction Budget, the costs of the Tenant Improvements totaled \$1,036,697.38, nearly twice the Construction Budget Threshold. *Id.* On August 6, 2020, the YMCA, citing Section 10.10 of the lease agreement, notified Long Street that it was terminating the lease agreement. Long Street wrote, “[h]aving received and reviewed the Construction Budget, the YMCA is exercising its option to terminate the Lease within seven (7) days following Tenant’s receipt of the Construction Budget.” *Id.* at Ex. 13.

{¶ 7} On November 20, 2020, Long Street filed a complaint against the YMCA for claims of declaratory judgment pursuant to R.C. 2721.01 et seq., breach of contract, and anticipatory breach of contract. On August 8, 2022, the YMCA filed a motion for summary judgment. On September 6, 2022, Long Street filed a memorandum in opposition. A reply brief was filed on September 14, 2022.

{¶ 8} On May 16, 2024, the trial court granted the YMCA’s motion for summary judgment. The trial court found the YMCA had demonstrated that the parties had reached Final Plans, and Long Street had provided the YMCA with a Construction Budget as contemplated under the lease agreement, which exceeded the agreed-upon Construction Budget Threshold. The trial court found that “[t]he submission of the Final Plans, followed by a Construction Budget that surpassed this threshold, effectively triggered [the YMCA]’s contractual right to terminate the lease. [The YMCA] duly exercised this right of termination.” (Aug. 8, 2024 Nunc Pro Tunc Decision & Entry at 6.)

{¶ 9} On June 7, 2024, Long Street filed a notice of appeal in this case. *Long Street Associates, LLP v. The Young Men’s Christian Assn. of Cent. Ohio*, 24AP-358 (10th Dist.).

On June 13, 2024, the YMCA filed a motion for attorneys' fees seeking to recover fees, under Section 33.5 of the lease agreement, incurred in the course of the litigation. The trial court issued a nunc pro tunc decision and entry granting the motion for summary judgment of the YMCA on August 8, 2024. On August 16, 2024, this court granted the YMCA's motion to stay further proceedings and remanded the case to the trial court to rule on the YMCA's pending motion for attorneys' fees. Long Street filed an application for reconsideration, which we denied on August 26, 2024. On January 5, 2026, the trial court entered an agreed judgment entry regarding attorneys' fees.

{¶ 10} Long Street filed a timely appeal.

## II. ASSIGNMENT OF ERROR

{¶ 11} Appellant assigns the following as trial court error:

The trial court erred in granting summary judgment in favor of Defendant on Long Street's claim under the lease agreement between the parties.

## III. STANDARD OF REVIEW

{¶ 12} A trial court must grant summary judgment under Civ.R. 56 when the moving party demonstrates that (1) no genuine issue of material fact exists; (2) the moving party is entitled to judgment as a matter of law; and (3) reasonable minds could come to but one conclusion and that conclusion is adverse to the party against whom the motion for summary judgment is made, that party being entitled to have the evidence most strongly construed in its favor. *BBI Logistics, L.L.C. v. GRS Transport, Inc.*, 2026-Ohio-1146, ¶ 65 (10th Dist.), citing *A.J.R. v. Lute*, 2020-Ohio-5168, ¶ 15; *McConnell v. Dudley*, 2019-Ohio-4740, ¶ 18.

{¶ 13} As set forth in Civ.R. 56(C), the party moving for summary judgment bears the initial burden of informing the trial court of the basis for the motion and of identifying those portions of the record that demonstrate the absence of a genuine issue of material fact. *Burns v. Fodor*, 2026-Ohio-2622, ¶ 21 (10th Dist.), citing *Dresher v. Burt*, 1996-Ohio-107. The moving party cannot discharge this initial burden under Civ.R. 56 by simply making conclusory allegations. *Id.* Rather, the moving party must affirmatively demonstrate, by affidavit or other evidence allowed by Civ.R. 56(C), that there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. *Id.* If the moving party meets its burden, then the nonmoving party has a reciprocal

burden to set forth specific facts showing that there is a genuine issue for trial. *Gustafson v. Ohio State Univ.*, 2026-Ohio-2792, ¶ 8; Civ.R. 56(E). If the nonmoving party does not so respond, summary judgment, if appropriate, shall be entered against the nonmoving party. *Id.*

{¶ 14} Appellate review of a trial court’s grant of summary judgment is de novo. *Copp v. Roush Honda*, 2025-Ohio-4558, ¶ 10 (10th Dist.), citing *A.J.R.* at ¶ 15. “[D]e novo appellate review means that the court of appeals independently reviews the record and affords no deference to the trial court’s decision.’ ” *Burns* at ¶ 20, quoting *Holt v. State*, 2010-Ohio-6529, ¶ 9 (10th Dist.).

{¶ 15} Ohio courts have found that the interpretation and construction of a written contract is a question of law. *See, e.g., Ohio Veterans & Fraternal Charitable Coalition, Inc. v. Charitable Mgt. & Capital Group, L.L.C.*, 2025-Ohio-1191, ¶ 28 (10th Dist.), citing *Alexander v. Buckeye Pipeline Co.*, 53 Ohio St.2d 241 (1978), paragraph one of the syllabus; *Gatling Ohio, L.L.C. v. Allegheny Energy Supply Co., L.L.C.*, 2018-Ohio-3636, ¶ 12 (10th Dist.), citing *Long Beach Assn. v. Jones*, 82 Ohio St.3d 574 (1998) (“[A] de novo standard of review applies to matters of law, including the interpretation and construction of written contracts.”). “Under the de novo standard, the court of appeals gives no deference to a trial court’s interpretation of legal issues.” *Gatling Ohio, L.L.C.* at ¶ 12.

#### **IV. LEGAL ANALYSIS**

##### **A. Appellant’s Sole Assignment of Error**

{¶ 16} In Long Street’s sole assignment of error, it argues that the trial court erred in granting the YMCA’s motion for summary judgment regarding its “claim under the lease agreement between the parties.” (Appellant’s Brief at 12.)

{¶ 17} In order to establish a breach of contract claim, the plaintiff must demonstrate (1) the existence of a contract, (2) performance by the plaintiff, (3) breach by the defendant, and (4) damages or loss resulting from the breach. *Ohio Veterans & Fraternal Charitable Coal., Inc.* at ¶ 28, citing *Claris, Ltd. v. Hotel Dev. Servs., L.L.C.*, 2018-Ohio-2602, ¶ 28 (10th Dist.), citing *Lucarell v. Nationwide Mut. Ins. Co.*, 2018-Ohio-15, ¶ 41.

{¶ 18} When interpreting the terms of a written contract, a court’s primary objective is to determine the intent of the parties. *Id.*, citing *Jezerinac v. Dioun*, 2020-Ohio-587, ¶ 33

(10th Dist.), citing *Hamilton Ins. Servs., Inc. v. Nationwide Ins. Cos.*, 1999-Ohio-162. The intent of the parties is presumed to reside in the language of the agreement. *Id.* at ¶ 30, citing *Kelly v. Med. Life Ins. Co.*, 31 Ohio St.3d 130, 132 (1987). “‘When parties to a contract dispute the meaning of the contract language, courts must first look to the four corners of the document to determine whether or not an ambiguity exists.’” *You v. N.E. Ohio Med. Univ.*, 2020-Ohio-4661, ¶ 15 (10th Dist.), quoting *Drs. Kristal & Forche, D.D.S., Inc. v. Erkis*, 2009-Ohio-5671, ¶ 21 (10th Dist.). Where the terms of the contract are clear and unambiguous, a court should not look outside the plain language of the instrument to discern the rights and obligations of the parties. *Guaranteed Constr. Servs., L.L.C. v. Grand Communities, Ltd.*, 2017-Ohio-9288, ¶ 23 (10th Dist.), citing *Drs. Kristal & Forche, D.D.S., Inc.* at ¶ 21. Common, undefined words in a contract are given their “plain and ordinary meaning, unless another meaning is clearly evident from the face or overall content of the contract, or unless the result is manifestly absurd.” *Hope Acad. Broadway Campus v. White Hat Mgmt., L.L.C.*, 2015-Ohio-3716, ¶ 36, citing *Alexander v. Buckeye Pipe Line Co.*, 53 Ohio St.2d 241 (1978), paragraph two of the syllabus.

{¶ 19} Long Street first contends that there is a dispute of fact whether it conveyed the Construction Budget as “there is substantial evidence that the spreadsheet sent by a Long Street employee *was not* the Construction Budget contemplated by the lease.” (Emphasis in original.) (Appellant’s Brief at 13.) Long Street also argues that since the spreadsheet was sent as a courtesy by a third party, “not Long Street,” it cannot constitute the Construction Budget as part of its compliance with the lease provision. (Appellant’s Brief at 13-14.)

{¶ 20} A judicial admission is a distinct and unequivocal statement, made by a party or their representative during a judicial proceeding, which acts as a substitute for evidence at trial. *Zook v. JPMorgan Chase Bank*, 2017-Ohio-838, ¶ 44 (10th Dist.), citing *Benchmark Contrs., Inc. v. Southgate Mgt., L.L.C.*, 2014-Ohio-1254, ¶ 46 (10th Dist.), citing *In re Regency Village Certificate of Need Application*, 2011-Ohio-5059, ¶ 32 (10th Dist.), citing *Haney v. Law*, 2008-Ohio-1843, ¶ 7 (1st Dist.). “So if a party unequivocally concedes a fact, that concession constitutes a judicial admission for the purposes of trial.” *Haney* at ¶ 7. Judicial admissions may occur at any point in the litigation process, including the pleading stage. *Id.* This court has found that “[f]or some purposes, pleadings

containing admissions against interest are admissible as evidence against the pleader, ‘as long as the admissions involve material and competent facts.’ ” *Ford Motor Credit Co. v. Ryan & Ryan, Inc.*, 2018-Ohio-3960, ¶ 34 (10th Dist.), quoting *Haney* at ¶ 7. A party is bound by their written admissions made in the course of a “cause as a substitute for proof of any material fact, and cannot repudiate them at pleasure.” (Further quotation marks deleted and citation omitted.) *Reed v. Toledo Co.*, 1992 Ohio App. LEXIS 3572, \*6 (6th Dist. July 10, 1992) (affirming the trial court’s grant of summary judgment based on a judicial admission that plaintiff was not entitled to disability benefits as he admitted in the complaint that the disability did not begin until two months after he had been terminated).

{¶ 21} Per Long Street’s complaint, “[o]n July 30, 2020, Landlord [Long Street] sent an initial Construction Budget . . . to Tenant [YMCA] in accordance with Section 10.10 of the Lease Agreement.” (Compl. at ¶ 20.) Even construing the evidence in a light most in favor of Long Street, as required under Civ.R. 56, Long Street’s complaint provides a material and unequivocal statement that they sent the YMCA a Construction Budget consistent with Section 10.10 of the lease agreement.

{¶ 22} Long Street next contends that there is a dispute of fact whether the parties had agreed to the Tenant’s Final Plans. Long Street contends that it could not have sent a final Construction Budget because the Tenant’s Final Plans were not completed as of July 30, 2020. Because the parties had not agreed to the Tenant’s Final Plans, the YMCA breached the contract by unilaterally terminating the lease agreement. (Appellant’s Brief at 12.) Long Street also takes issue with the trial court’s finding that its complaint regarding the existence of the Tenant’s Final Plans constituted a judicial admission. (Appellant’s Brief at 14.) Long Street contends that the YMCA denied paragraph 20 of the complaint in their answer, so it cannot constitute a judicial admission. (Appellant’s Brief at 16.)

{¶ 23} Upon review, we agree with the trial court that Long Street’s own complaint and filings belie its arguments on appeal. In its complaint, Long Street referred to the July 30, 2020 Construction Budget as the budget contemplated under Section 10.10 of the lease agreement. As set forth in the complaint:

Following the execution of the Lease Agreement, Landlord provided Tenant with preliminary renderings of Tenant’s proposed design and layout of the Lease Premises. Thereafter, the Parties worked together to agree upon Tenant’s Final Plans in accordance with Section 10.3 of the Lease Agreement.

...

*Following finalization of Tenant's Final Plans, Landlord worked to develop a Construction Budget. On July 30, 2020, Landlord sent an initial Construction Budget ("initial Construction Budget") to Tenant in accordance with Section 10.10 of the Lease Agreement.*

(Emphasis added.) (Compl. at ¶ 18, 20.)

{¶ 24} As set forth in Section 10.10 of the lease agreement, “[f]ollowing the development of Tenant’s Final Plans, Landlord shall prepare, or cause the General Contractor to prepare, a budget detailing the costs associated with the Tenant Improvements.” (Emphasis added.) Under the plain terms of the lease agreement, Long Street’s statement that a Construction Budget was set in accordance with Section 10.10 of the lease agreement, as well as its statement that it was sent “[f]ollowing finalization of Tenant’s Final Plans,” constitute an unequivocal admission that the Tenant’s Final Plans were agreed upon. (Compl. at ¶ 20.) While Long Street refers to the July 30 budget as the “initial Construction Budget,” the lease agreement does not make a distinction regarding an initial or final budget. Once the Tenant’s Final Plans were completed, and “a budget” was sent, *see* Lease Agreement at Section 10.10, the YMCA may exercise its one-time option to terminate the lease if the Construction Budget exceeded the Construction Budget Threshold. *Id.* That is precisely what happened in this case. We disagree with Long Street’s contention that the YMCA’s response in its answer undercuts its argument that paragraph 20 of the complaint constitutes a judicial admission. In its answer, the YMCA provided that the contract speaks for itself and, thus, no response was required. The YMCA goes on to acknowledge that Long Street sent the Construction Budget on July 30, 2020. The YMCA denied any remaining allegations. As such, the YMCA’s response does not contradict any of the material points in the complaint.

{¶ 25} Long Street next argues that there is a dispute of fact regarding whether the Construction Budget was, in fact, over the Construction Budget Threshold. (Appellant’s Brief at 18.) Long Street contends that representatives for the parties held a telephone call on August 6, 2020. According to Long Street, it offered to cover any additional costs that exceeded the Construction Budget Threshold. “Thus, the only conclusion at this stage is that Long Street’s promise to cover all expenses over the Construction Budget Threshold meant that the Construction Budget *did not* exceed that threshold. And because the Construction Budget (to the extent it even existed) did not exceed the threshold, Defendant

did not have the one-time option to terminate the lease.” (Emphasis in original.) (Appellant’s Brief at 19.) Long Street posits that the YMCA exercised the one-time termination provision because of financial strain from the COVID-19 pandemic. (Appellant’s Brief at 9.)

{¶ 26} In the case sub judice, there is no dispute that the YMCA sent Long Street a notice of termination on August 6, 2020. There is also no dispute that the parties engaged in various conversations in an effort to revive the agreement. Even accepting Long Street’s account of the August 6, 2020 telephone call, the verbal proposal, i.e. Long Street assuming responsibility for portions of the Construction Budget that exceeded the Construction Budget Threshold, would amount to a material modification to the price and lease agreement as a whole. Per Section 33.9 of the lease agreement, “[n]o changes, alterations, modifications, additions, or qualifications to this Lease shall be made or be binding unless made in writing and signed by each of the parties.” This court has explained that the essential terms of a contract have been identified as the identity of the parties to be bound, the subject matter, consideration, a quantity term, and a price term. *Ta v. Chaudhry*, 2016-Ohio-4944, ¶ 13 (10th Dist.), citing *Alligood v. Procter & Gamble Co.*, 72 Ohio App.3d 309 (1st Dist. 1991); *Cairelli v. Brunner*, 2016-Ohio-5535, ¶ 40 (10th Dist.).

{¶ 27} As set forth in Section 10.7 of the lease agreement, the YMCA agreed to cover up to \$200,000 of additional costs beyond that Tenant Improvement Allowance to be paid and “amortized over the Initial Term at an interest rate equal to five percent (5%) per annum” with the YMCA making payments on a monthly basis. To be sure, the oral conversation does not alter the construction budget but the YMCA’s responsibility to cover costs over the \$200,000 threshold. As such, any agreement between the parties that would relieve the YMCA’s responsibility for these additional costs would constitute a material change to the essential terms of the contract that would be required to be in writing under Section 33.9 of the lease agreement.

{¶ 28} The record also reflects Long Street’s efforts to memorialize their proposal in writing after the YMCA provided its notice of termination. On August 10, 2020, Long Street requested that the YMCA “withdraw” the termination notice. (Aug. 9, 2022 Mot. for Summ. Jgmt., Ex. 12 Aug. 10, 2020 Letter.) The letter represented that Long Street had made “a good faith attempt to compromise on the costs incurred by Tenant for the Tenant

Improvements and induce the Tenant to withdraw its notice to terminate the Lease” and “memorialize the understanding between [Long Street] and the [YMCA] with respect to the costs of the Tenant Improvements based upon Tenant’s Final Plans as identified in the Construction Budget.” *Id.* There is no dispute the proposal, either through the August 10, 2020 letter or otherwise, was never memorialized in writing by the parties. Regardless of what costs Long Street subsequently offered to cover, there is no reasonable dispute that the Construction Budget presented to the YMCA exceeded the Construction Budget Threshold. Long Street’s efforts after the Construction Budget was conveyed does not negate the YMCA’s right to terminate the lease agreement.

{¶ 29} Finally, Long Street argues that there could be no Tenant’s Final Plan as it had not obtained or sought approval by the OHPO. (Appellant’s Brief at 17.) “A ‘condition precedent’ is ‘a condition that must be performed before obligations in a contract become effective.’ ” *Transtar Elec. v. A.E.M. Elec. Servs. Corp.*, 2014-Ohio-3095, ¶ 22, quoting *Coffman v. Ohio State Adult Parole Bd.*, 2013-Ohio-109, ¶ 11 (10th Dist.), citing *Atelier Dist., L.L.C. v. Parking Co. of Am., Inc.*, 2007-Ohio-7138, ¶ 35 (10th Dist.). While we agree that the lease agreement indicates that “any changes to the Building . . . are subject to additional requirements of the OHPO and the NPS relating to the preservation of the historical integrity of the Building,” *see* Section 1.4 of the lease agreement, the lease does not provide that such approval was required from these agencies as a condition precedent of the Tenant’s Final Plans. The lease agreement contemplates that rehabilitation work was subject to certification and approval by these entities for tax credit purposes. However, the lease agreement does not provide that these provisions are a condition precedent for the Final Plans between the parties or the parties’ obligations under Section 10.10 of the lease agreement.

{¶ 30} Accordingly, Long Street’s sole assignment of error is overruled.

## V. CONCLUSION

{¶ 31} Having overruled Long Street’s sole assignment of error, we affirm the judgment of the Franklin County Court of Common Pleas.

*Judgment affirmed.*

BOGGS, P.J., and BEATTY BLUNT, J., concur.

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