

ORDINANCE C-22-09

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO LEASE AGREEMENTS FOR THE FORMER HUNTINGTON BANK BUILDING LOCATED AT 3378 PARK ST

WHEREAS, on January 2, 2007, the City acquired ownership of the former Huntington Bank Building located at 3378 Park Street; and

WHEREAS, the City desires to enter into Lease Agreements with various non-profit organizations including the Grove City Area Chamber of Commerce; the Grove City Visitors & Convention Bureau; the Southwest Franklin County Historical Society; the Grove City Town Center Inc. (Town Center Merchants Assoc.); and the Grove City Area Community Improvement Corporation, for the property; and

WHEREAS, these Leases would be virtually identical in form and collectively would be for the entire property; and

WHEREAS, the term of each of these Leases would be for a period that would exceed one year, requiring Council approval per Section 5.11 of the Charter.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The City Administrator is hereby authorized to enter into Lease Agreements with:

Grove City Area Chamber of Commerce
Grove City Visitors & Convention Bureau
Southwest Franklin County Historical Society
Grove City Town Center Inc. (Town Center Merchants Assoc.)
Grove City Area Community Improvement Corporation

as shown in the Lease Agreement attached hereto as Exhibit "A", with each Agreement being identical in form except that each agreement shall specify the portion of the property that each organization shall occupy.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

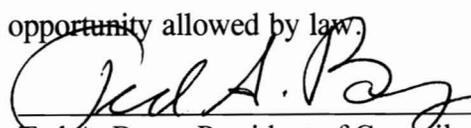
Passed: 06-01-09

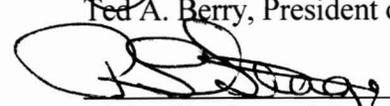
Effective: 07-01-09

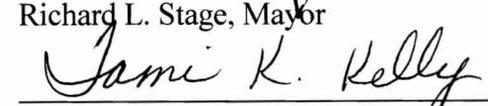
Attest:

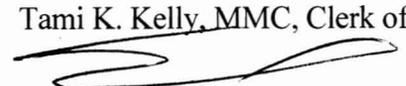
I Certify that this ordinance is correct as to form.

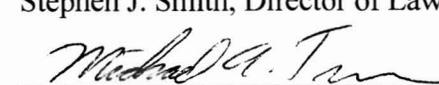
certify that there is money in the treasury, or is in the process of collection, to pay the within ordinance.


Ted A. Berry, President of Council


Richard L. Stage, Mayor


Tami K. Kelly, MMC, Clerk of Council


Stephen J. Smith, Director of Law


Michael A. Turner, Director of Finance

C-22-09
EXHIBIT "A"
LEASE AGREEMENT

This Lease Agreement (the "**Lease**") is made and entered into on this ___ day of April, 2009 ("Effective Date"), by and between The City of Grove City, Ohio an Ohio municipal corporation ("Landlord"), whose address is 4035 Broadway, Grove City, Ohio 43123, and _____, a(n) _____, ("Tenant"), whose address is _____.

In consideration of the Premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the property located at 3378 Park Street, Grove City, Ohio 43123 and known as Franklin County Auditor's Tax Parcel Numbers 040-000027, 040-000282, and 040-000227, which contains approximately 1657 square feet (the "Premises") of leasable space. The Premises are legally described on Exhibit A, attached hereto and hereby made a part hereof. During the term of this Lease, the Premises shall be utilized by multiple tenants who will each have areas that may be designated for their exclusive use and the Premises may have common areas that will be utilized by all of the tenants. The Tenant shall have exclusive use of the portion of the Premises as described in Exhibit B. Tenant shall not have access to the second floor of the Premises.

2. **LEASE TERM.** The term of this Lease shall be for sixty (60) months (the "Initial Lease Term"), commencing on the date Landlord delivers possession of the Premises to Tenant (the "Delivery Date") and terminating on the last day of the last full month of the Initial Lease Term. Tenant shall have two (2) options to extend the Initial Lease Term each for an additional twelve (12) month period (the "Renewal Term"), provided Landlord agrees in writing to such extension. The term "Lease Term" shall be deemed to include both the Initial Lease Term and any Renewal Term.

3. **FUTURE LOCATION.** During the Lease Term, Grove City may develop or caused to be developed the property behind the current City hall (commonly known as the "Lumberyard Project"). In consideration of the mutual promises contained herein, if and when the Lumberyard Project is developed, the parties hereto agree to use their best efforts to negotiate, in good faith, the potential of relocating Tenant to premises in the Lumberyard Project.

4. **RENT.** So long as Tenant continuously occupies the Premises for any public purpose and for no other purpose during the Lease Term, Tenant shall not be required to pay any rent for the Premises. Tenant shall comply with all applicable laws and regulations in connection with its use of the Premises. Notwithstanding any provision contained herein, Tenant agrees to pay \$50.00 per month to Landlord to help offset utilities and other costs. Payments under this section shall begin after the Landlord delivers the Premises as set forth herein.

5. **MAINTENANCE, REPAIRS AND REPLACEMENTS.** Any costs for the repair, maintenance or replacement of any portion of the Premises, including, but not limited to the roof, exterior walls, landscaping, parking lot, sidewalks and any structural components of the Premises, the HVAC, and all electrical, plumbing, sewage, sprinkler and other utility lines to the Premises (including all exterior electric wiring and electrical fixtures, exterior pipes, drains and plumbing connections, equipment and fixtures) shall be paid by Landlord. Notwithstanding the foregoing, Landlord shall only be required to make any such repairs, maintenance or replacements as Landlord deems reasonably necessary, and Tenant shall be responsible for all repairs to the Premises that are necessary due to Tenant's negligence or willful misconduct.

Landlord shall prepare the Premises for the initial use of the Premises based on the plans and specifications approved by Tenant. Promptly upon completion of the construction of the improvements, Landlord shall deliver the Premises to Tenant, and Tenant shall accept same in its "as is" condition.

In the event Tenant shall require certain additional improvements to be made to the interior, including common areas, of the Premises, then Tenant shall submit to Landlord its plans and specifications for such improvements.

6. UTILITIES AND SERVICES. Landlord shall be responsible for the payment of all utilities consumed on the Premises during the Lease Term, except for cable, telephone and internet service, which shall be paid solely by Tenant.

Tenant shall be responsible for trash, general custodial and cleaning services. The costs for the trash, general custodial and cleaning services shall be paid by the Tenant. Unless otherwise agreed to by all of the Tenants, these costs shall be divided amongst all of the Tenants based on each Tenant's exclusive square footage as set forth in Section 1.

7. INDEMNIFICATION AND LIABILITY. Subject to Section 8(c), Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) incurred by Landlord by reason of any injury or damage to any person or property whatsoever, occurring in, on or about the Premises when such injury or damage is caused in part or in whole by the negligence or willful misconduct of Tenant, its employees, invitees, contractors, subcontractors, licensees, subtenants, agents, successors and assigns.

8. INSURANCE.

(a) Tenant shall, at its sole cost and expense unless otherwise agreed to by the parties, obtain and keep in full force and effect from and after the Effective Date, an insurance policy or policies insuring against such risks for its exclusive area, and in such amounts, as follows:

- (i) commercial general liability insurance insuring Landlord and Tenant against bodily injury (including death) and property damage (including loss of use), against liability arising out of Tenant's use, occupancy, or maintenance of its exclusive portion of the Premises, with minimum limits of liability in the amount of One Million Dollars (\$1,000,000) on account of bodily injury to or death of one person, and Two Million Dollars (\$2,000,000) on account of bodily injury to or death of more than one person as a result of any one accident or disaster, and One Million Dollars (\$1,000,000) property damage insurance, unless Landlord or Landlord's mortgagee require higher limits;
- (ii) workers' compensation insurance in the maximum amount required by law; and
- (iii) commercial property insurance, insuring against loss of, or damage to, Tenant's improvements and fixtures, equipment, inventory and personal property used in the conduct of its business in its exclusive portion of the Premises, covering all risks of physical loss in forms of insurance available on the market at the time the insurance is purchased. This shall not be applicable to any historical artifacts or other items on display in the common areas of the Premises.

(b) Landlord shall, at its sole cost and expense, obtain and keep in full force and effect from and after the Effective Date a commercial fire and extended coverage insurance policy insuring against loss of, or damage to, the Premises, including the common areas and exterior, which insurance

shall be in an amount at least equal to the full replacement cost of the Premises. Such policy shall name Landlord as the loss payee.

(c) Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance required herein to be maintained, the one carrying or required to carry such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss; and Landlord and Tenant further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

9. FIRE OR OTHER CASUALTY. In the event of any fire or other casualty causing material damage to the Premises during the Lease Term, this Lease shall terminate as of the date of such fire or other casualty and all insurance on the Premises shall be payable exclusively to Landlord.

10. QUIET ENJOYMENT. Landlord represents that it has full right and power to execute this Lease and to grant the estate leased herein and that Tenant, upon the performance of all other terms, conditions and covenants herein contained, shall have, hold and peaceably enjoy the Premises during the Lease Term, subject and subordinate to all of the terms, covenants and conditions of this Lease.

11. WAIVER OF JURY TRIAL. THE RESPECTIVE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF SAID PREMISES, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.

12. HAZARDOUS SUBSTANCES. As used herein, the terms "Environmental Laws" and "Hazardous Substances" shall have the following meanings:

(a) "Environmental Laws" means any applicable federal, state or local law including common law, statute, ordinance, rule, regulation or code; any license, permit, certificate or authorization, administrative or court order, judgment, decree or injunction related to pollution, protection of health, safety or the environment, including without limitation those relating to the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, Release or disposal of pollutants or Hazardous Substances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601, *et. seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, *et. seq.* the Clean Air Act, as amended, 42 U.S.C. Section 7401, *et. seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, *et. seq.*; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601, *et. seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001, *et. seq.*, the Safe Drinking Water Act, 42 U.S.C. Section 300f, *et. seq.*; the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 *et. seq.*, and the Occupational Safety and Health Act, 29 U.S.C. 651, *et. seq.*; and their State of Ohio counterparts.

(b) "Hazardous Substances" shall mean all materials, substances or wastes defined, designated, regulated or classified as hazardous, toxic or radioactive, under any Environmental Laws, whether by type or by quantity, and petroleum or any derivative or by-product thereof.

Tenant agrees that it shall comply at all times during the Lease Term with all Environmental Laws and shall not use, permit, hold, release or dispose of any Hazardous Substances on, under or at the Premises or surrounding Environment and that Tenant shall not use or permit the use of the Premises or any portion of the Premises as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Substances.

In the event any authority demands any remedial environmental action be undertaken because of any release of a Hazardous Substance caused by Tenant that occurred during the Lease Term, Tenant shall, at Tenant's own expense, perform such environmental action. Any remedial environmental action caused by Landlord, either prior to or during the Lease Term shall be paid for exclusively by Landlord.

13. ASSIGNMENT. In no event shall Tenant assign or sublet this Lease without obtaining the prior written consent of Landlord, which consent can be withheld in Landlord's sole discretion.

14. DEFAULT. In the event Tenant is in default of any of the terms and conditions contained herein, Landlord shall have all rights and remedies available under Ohio law, including the right, at its option, to do any or all of the following: immediately terminate this Lease, demand payment for all amounts payable by Tenant hereunder, and evict Tenant from the Premises. Waiver of any of Landlord's rights under the terms of this Lease shall not constitute a waiver of all of Landlord's rights.

15. AUTHORITY. The parties hereto warrant to each other that they have full capacity, power and authority to enter into and perform this Lease according to its terms.

16. NOTICES. Any notices required to be given hereunder shall be sent to the parties via hand delivery or by certified mail, return receipt requested, at the addresses set forth above. Notices sent pursuant to this Lease shall be deemed delivered upon receipt or refusal of receipt.

17. BINDING EFFECT/ENTIRE AGREEMENT. The provisions contained herein shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Lease and any exhibits attached hereto constitute the entire agreement of the parties. No change, amendment or addition to this Lease shall be effective unless mutually agreed upon in writing.

18. SEVERABILITY. If any term or provision of this Lease or the application thereof to any person or circumstances shall be to any extent invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

19. APPROVAL. The terms and conditions contained herein are subject to approval from City Council of the City of Grove City, Ohio.

The parties have executed this Lease as of the day first above written.

**Rest Of Page Left Intentionally Blank
Signature Page To Follow**

LANDLORD:

The City of Grove City, Ohio
an Ohio municipal corporation

By: _____
Philip Honsey
City Administrator

STATE OF OHIO
COUNTY OF FRANKLIN, ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by Philip Honsey, the City Administrator of The City of Grove City, Ohio, an Ohio municipal corporation, for and on behalf of said municipal corporation.

Notary Public

TENANT:

_____,
a(n) _____

By: _____
Its: _____
Print Name: _____

STATE OF OHIO
COUNTY OF FRANKLIN, ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____, the _____ of the _____, a(n) _____, for and on behalf of said _____.

Notary Public

Lease Agreement
Exhibit A

DESCRIPTION OF A 0.488 ACRE TRACT
LOCATED WEST OF FIRST STREET
AND NORTH OF PARK STREET

Situate in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey Number 1388, being all of Lot 38 and part of Lots 39 and 40 of the TOWN PLAT OF GROVE CITY, of record in Plat Book 4, Page 55, the same being all of the 20744.6 square feet tract conveyed to The Huntington National Bank of Columbus by a deed of record in Deed Book 2418, Page 590, records of the Recorder's Office, Franklin County, Ohio and being bounded and more particularly described as follows:

Beginning at an iron pin set at the intersection of the northerly line of Park Street (80.00 feet in width) and the westerly line of First Street (40.00 feet in width), at the southeasterly corner of said Lot 38, said point also being the southeasterly corner of said 20744.6 square feet tract;

Thence North 56° 00' 00" West, a distance of 92.26 feet, along the northerly line of said Park Street and the southerly line of said 20744.6 square feet tract, to a Mag nail set at the southerly common corner of said 20744.6 square feet tract and a tract of land conveyed to Plank Family Investment Company, by a deed of record in Official Record 27583B16;

Thence North 32° 43' 47" East, a distance of 97.63 feet, along the line common to said 20744.6 square feet tract, Plank tracts and a tract of land conveyed to Sharps Grove City Auction Gallery, by a deed of record in Inst. No. 199909160234434, to a railroad spike found at a common corner of said 20744.6 square feet tract and Sharps tract;

Thence North 56° 58' 02" West, a distance of 16.92 feet, along the line common to said 20744.6 square feet tract and Sharps tract, to a 1/4" iron pin found at a common corner of said 20744.6 square feet tract and a tract of land conveyed to Berkley J. Roach, Tr., by a deed of record in Official Record 25316111;

Thence North 33° 58' 28" East, a distance of 40.00 feet, along the line common to said 20744.6 square feet tract and Roach tract, to a drill hole set in a concrete sidewalk, in the southerly line of a tract of land conveyed to Jack H. and Carol L. McClure, Tr., by a deed of record in Inst. No. 200301100010023 and being at the northerly common corner of said 20744.6 square feet tract and Roach tract;

Thence South 56° 00' 00" East, a distance of 5.00 feet, along the line common to said 20744.6 square feet tract and McClure tract, to a drill hole set in a concrete sidewalk at the southerly common corner of said 20744.6 square feet tract and McClure tract;

Thence North 33° 58' 28" East, a distance of 72.54 feet, along the line common to said 20744.6 square feet tract, said McClure tract and the tract of land conveyed to Hoover Road, Ltd., by a deed of record in Inst. No. 199708040062026, to a Mag nail set at the northerly common corner of said 20744.6 square feet tract and Hoover tract, said point being in the southerly line of Jackson Street (30.00 feet in width);

Thence South 56° 00' 00" East, a distance of 106.29 feet, along the northerly line of said 20744.6 square feet tract and the southerly line of said Jackson Street, to a Mag nail set at the intersection of the southerly line of said Jackson Street and the westerly line of said First Street and the northeasterly corner of said 20744.6 square feet tract;

Thence South 33° 58' 28" West, a distance of 209.87 feet, along the westerly line of said First Street and the easterly line of said 20744.6 square feet tract, to the Point of Beginning, containing 0.488 acres, more or less and being subject to all easements, restrictions and rights-of-way of record.

The bearings in the above description are based on the bearing of South 56° 00' 00" East for the northerly line of the TOWN PLAT OF GROVE CITY, of record in Plat Book 4, Page 55.

The above description is based on an actual field survey in March of 2006.

M-089
AVL OF
(040)
27
+
227
+
282

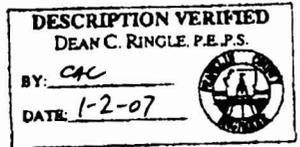


LANDMARK SURVEY GROUP, INC.

Scott D. Grundei 4/1/06
Scott D. Grundei, P.S. Date
Registered Surveyor No. 8047

83-91

~~TRANSFERRED~~
~~JAN 02 2008~~
JOHANN W. TESHA
AUDITOR
FRANKLIN COUNTY, OHIO



Lease Agreement
Exhibit B

