

TEMPORARY RESOLUTION NO. 139-11

PERMANENT RESOLUTION NO. 139-11

A RESOLUTION TO REPEAL RESOLUTION 63-11 AND AMEND A LEASE WITH FAIRFIELD NATIONAL BANK

WHEREAS, the City bid out a lease on a City owned parcel 10 years ago and entered into a lease dated April 4, 2001; and

WHEREAS, the City desires to amend said lease and enter into a new lease pursuant to Exhibit A;

BE IT RESOLVED BY COUNCIL OF THE CITY OF LANCASTER, OHIO

SECTION 1. That Resolution 63-11 is repealed in its entirety.

SECTION 2. The Service-Safety Director is hereby directed to enter into an amended lease effective January 1, 2011 as attached in Exhibit A.

SECTION 3. The Lease in the form presently on file with the Clerk of Council, is hereby approved and authorized with changes therein not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the Service-Safety Director. The Service-Safety Director for and in the name of this City, is hereby authorized to execute the Lease provided further that the approval of changes thereto by the Service-Safety Director, and their character as not being substantially adverse to the City, shall be evidenced conclusively by the Service-Safety Director's execution any amendments that are not inconsistent with the Resolution and not substantially adverse to this City.

SECTION 4. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: 9/12/2011 after 1st reading. Vote: Yeas 8 Nays 0

Date Approved: 9/12/2011

Clerk: Jessica Lee Sandy

Tom Smith
President of Council

Don Smith
Mayor

Offered by: [Signature]

Second by: Melody L. Bobbitt

Requested by Finance Committee

LEASE AGREEMENT Amendment

Resolution 14-2001 of Lancaster City Council authorized the Service Safety Director to go out for bid and enter into a lease for City owned property attached as Exhibit A. The original Bid packet is attached as Exhibit B.

On April 5th, 2001, Fairfield National Bank, as the successful bidder, and the City of Lancaster entered into a lease agreement attached hereto as Exhibit C.

Pursuant to the original bid documents and the lease agreement in section 1.02 Lease Terms, the term of the lease may be modified by consent of both parties. The City, hereinafter referred to as "Lessor", and Fairfield National Bank, hereinafter referred to as "Lessee", hereby agree to modify the Lease attached as Exhibit C as follows:

ARTICLE I

1.02 Lease Term

The term of this Lease shall commence on January 1, 2011 and shall end on December 31, 2108, unless otherwise extended, modified or terminated as hereinafter set forth.

ARTICLE II

2.01 Rent

LESSEE shall pay LESSOR at Service-Safety Director=s Office, 104 East Main Street, Lancaster, Ohio, or at such other place as the LESSOR shall designate from time to time in writing, as rent for the leased premises, the sum of _____ (\$ _____) in advance as follows:

At the time of the execution of this Lease Lessee shall pay Lessor _____ (\$ _____) for rent due from _____.

Thereafter Lessee shall pay to Lessor no later than _____ of each succeeding year the sum of _____ (\$_____) representing a full years rent in advance, the first such payment being due on or before _____.

Lessor and Lessee understand this to be an agreement to pay and accept rent in annual twelve (12) month lump sum payments in advance, to the City Service-Safety Director rather than the usual monthly payment plan, and therefore agree that if the parties mutually agree to terminate this lease prior to December 31, 2108, said agreement would include a return by Lessor to Lessee of any unused portion of said advance annual lump sum Twelve (12) month payment. Said overpayment shall be returned to Lessee within thirty (30) days after delivery of the premises back to Lessor provided Lessee has fully and dutifully complied with all terms and conditions set forth in this agreement.

Rent shall be adjusted every five (5) years unless both parties agree in writing to waive this. The parties agree to utilize a Market Analysis performed by a licensed appraiser agreed on by both parties as guidance for this process.

ARTICLE III

3.01 Use of Premises

The premises shall be used for Fairfield National Bank and Roots Restaurant purposes and for no other purposes without the written consent of LESSOR. Lessee shall be bound by the Lease Specifications and bid documents as if fully rewritten herein.

3.02 Restrictions on Property Use

- 1. The City of Lancaster maintains the right to install public utilities or permit others to install public utilities within ten (10) feet from back of curb or existing edge of pavement.*
- 2. No additional curb cuts onto Memorial Drive are permitted.*
- 3. No additional commercial signage in the restricted area described in Exhibit B.*
- 4. No structures are permitted to be constructed or installed in the restricted area described in Exhibit B, except those approved by the City.*

5. *The City maintains the right to install any traffic control devices on all leased property.*
6. *Paving and sidewalks, approved by the City Engineer, will be permitted in the restricted area described in Exhibit B. Lessee may not do any improvements in the restricted area described in Exhibit B without prior approval of City Engineer. Lessee is responsible for City procedures necessary pursuant to the Lancaster Codified Ordinances on Ohio Revised Code. Sidewalks will be required.*
7. *Lessee acknowledges and will allow the City of Lancaster to excavate at any time, and without prior notice in an emergency, any area within the restricted area described in Exhibit B.*
8. *Where City utilities exist or installed in the future, and the Lessee elects to construct paving over those utilities, Lessee will be responsible for the paving costs associated with the removal and replacement as required to remove, replace, or maintain said utilities.*
9. *No landscaping or hard scaping shall be permitted in the restricted area described in Exhibit B without written authorization from the City Engineer.*
10. *No structure shall be placed over any utility line or easement on any leased property.*

ARTICLE XVIII

18.17 Effective Date

This Agreement shall be effective as of:

January 1, 2011

ARTICLE XXIV

19.01 Termination

1. *Lessor and Lessee may terminate this lease with 180 days written notice.*

IN WITNESS WHEREOF, the undersigned LESSOR and LESSEE hereto execute this Agreement as of the day and year first above written.

Signed in the Presence of:

LESSOR

Service-Safety Director

City of Lancaster

LESSEE

STATE OF OHIO :
 : SS
COUNTY OF FAIRFIELD :

Before me, a Notary Public, in and for said State, personally appeared the above named
and _____ who signed the foregoing Lease as LESSOR, and
acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this
day of _____, 2001.

NOTARY PUBLIC - State of Ohio

STATE OF OHIO :
 : SS
COUNTY OF FAIRFIELD :

Before me, a Notary Public, in and for said State, personally appeared the above named
and _____ who signed the foregoing Lease as LESSEE, and
acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this
day of _____, 2001.

NOTARY PUBLIC - State of Ohio