



City of Gahanna

Signature

Office of the Clerk of Council
200 South Hamilton Road
Gahanna, Ohio 43230

Ordinance: ORD-0075-2014

File ID: ORD-0075-2014

Type: Ordinance

Status: Passed

In Control: City Council

Version: 1

Final Action: 5/19/2014

At a meeting of the City Council on 5/19/2014, a motion was made by Karen J. Angelou, seconded by Stephen A. Renner, that this Ordinance be Adopted. The motion passed.

Yes: 7 Angelou, Jolley, Kneeland, Larick, Leeseberg, Renner and Schnetzer

TO AUTHORIZE THE MAYOR TO ENTER INTO LEASE AGREEMENT WITH DARIA PADEGIMAS FOR THE RESIDENTIAL USE OF CITY OWNED PROPERTY.

WHEREAS, the City is the owner of certain premises located in the City of Gahanna south of High Street; and

WHEREAS, Daria Padegimas, the owner of an adjacent parcel, is requesting to maintain at her expense the City's parcel for residential purposes only; and

WHEREAS, the City has determined the demised premises not necessary for any other public purpose at this time;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA, COUNTY OF FRANKLIN, STATE OF OHIO:

Section. 1. That the Mayor is hereby authorized to enter into Lease Agreement for property located south of High Street, as more particularly described on Exhibit A attached hereto and incorporated herein, with Daria Padegimas, said Lease Agreement attached hereto as Exhibit B, and made a part herein.

Section 2. That this Ordinance shall be in full force and effect after passage by this Council and 30 days after date of signature approval by the Mayor.

President Brian D. Larick
Brian D. Larick

Date 5/22/14

Attest by Kimberly McWilliams
Kimberly McWilliams, CMC
Clerk of Council

Date 5/22/14

Approved by the Mayor Rebecca W. Stinchcomb
Rebecca W. Stinchcomb

Date 5/23/14

Approved as to Form Shane W. Ewald
Shane W. Ewald

Date 5/20/14

LEASE AGREEMENT

This Lease agreement is made and entered into on this the ____ day of _____, 2014, by and between the City of Gahanna, its successors and assigns, having an address at 200 South Hamilton Road, Gahanna, Ohio, hereinafter designated as the “Lessor”, and Daria Padegimas, her successors and assigns, having an address at 112 South High Street, Gahanna, Ohio, 43230, hereinafter designated as the “Lessee”.

WITNESSETH

WHEREAS, the Lessor is the owner of certain premises located in the City of Gahanna, State of Ohio, as more particularly described on “Exhibit A” attached hereto and incorporated herein, and hereinafter referred to as the “premises”; and

WHEREAS, the Lessee desires to lease from Lessor the premises as more particularly described on “Exhibit A” attached hereto and incorporated herein, and hereinafter collectively referred to as the “demised premises”; and

WHEREAS, the execution of this Lease is authorized pursuant to Ordinance No. ____ passed by the Gahanna city Council and approved by the Mayor and incorporated herein as if fully rewritten, the Lessor having determined that the demised premises is not necessary for any other public purpose at this time;

NOW, THEREFORE, in consideration of the premises and the mutual promises and benefits contained herein, the parties hereto hereby agree as follows:

1. Premises and Title. The Lessor hereby leases the demised premises to Lessee. The Lessor covenants and warrants that, as of the date hereof, the Lessor holds good and marketable title to the premises; the Lessor has full authority and power to enter

into this Lease; and so long as this Lease is in effect and the tenant is not in default, the Lessee shall, at all times during the continuance hereof, have quiet, continuous, peaceable and undisturbed possession and enjoyment of the demised premises, free from the claims of the Lessor and all persons claiming under, by or through the Lessor, and free from the claims of all persons through or under whom the Lessor claims, subject to the terms and conditions of this Lease.

Lessee agrees to use the demised premises in a manner consistent with the surrounding residential use.

This lease agreement does not constitute any express or implied waiver of Lessee's obligation to comply with any and all provisions of the Codified Ordinances of Gahanna. Lessee agrees to assume responsibility for maintaining, trimming, cutting the grass or any foliage on the demised premises and further agrees to keep the area free of debris and litter.

2. Rental. The rental for the term of this Lease shall be one dollar (\$1.00) per year, payable to the City of Gahanna. The Lessee's obligation to pay such rent shall commence as of the commencement date of this Lease for the year first here written. The rental for each successive renewal term shall be the same unless otherwise agreed to by the parties.

3. Term. The term of this Lease shall commence on the first day of the calendar month upon execution of this Agreement.

The Lessee is hereby granted the right and option to renew this Lease for two (2) successive terms of five (5) years each, for a total of ten (10) years, provided this Lease is in full force and effect at the time of each renewal, and the Lessee shall not then be in default. Each renewal term shall be on the same terms and conditions as set forth herein.

This Lease shall automatically be renewed unless the Lessee shall notify the Lessor in writing not less than two (2) months prior to the end of the term or renewal term of Lessee's intention to terminate this Lease and vacate the devised premises, or the Lessor so notifies the Lessee of the Lessor's intention to terminate this Lease under the same notice requirements as written above.

4. Conditions. During the term hereof, and those terms identified herein, the Lessee shall be responsible for the maintenance and preservation of the demised premises, and will indemnify and hold the Lessor, its successors and assigns, the City of Gahanna, and the officials and employees of the City, free and harmless from and against any and all claims, judgments, awards, penalties, costs, demands, actions and/or suits whatsoever for injuries and death sustained by persons or damage to property, arising out of the Lessee's use or occupancy of the demised premises, including all ingress and egress, excepting therefrom those which are due to or arise out of the Lessor's negligence, and/or omission.

5. Assignments. The Lessee shall not assign this Lease without the prior written consent of the Lessor.

6. Default. If the Lessee shall fail to pay the rent for a period of thirty (30) days after receipt of written notice to the Lessee of such default, or if the Lessee shall fail to perform any other agreements or conditions contained herein, and such failure shall not be corrected within thirty (30) days after the Lessee shall have received written notice from the landlord of such failure (or such longer period as may be required to correct such failure, if within said thirty (30) days, the Lessee shall commence to correct the same and thereafter diligently pursue the correction thereof), the Lessee shall be in default hereunder. Upon the occurrence of any such event of default, the Lessor shall have the rights

permitted by law, including but not limited to, the right of its election to terminate this Lease and thereafter the Lessor may re-enter the demised premises and take possession thereof in any manner then permitted by law.

7. Surrender at End of Term. At the expiration or termination of this Lease, whereby by lapse of time or otherwise, the Lessee will peaceably and quietly surrender to the Lessor all of the demised premises, in good condition, reasonable wear and tear, acts of God, and other causes beyond the control of Lessee excepted.

8. Termination. The Lessor shall have the right to terminate this Lease at any time without penalty or further liability whatsoever.

9. Notices. All notices required under this Lease to be served upon either party shall be sent registered or certified mail, return receipt requested, and shall be deemed served when deposited in the United States Mail, properly stamped and addressed to the party for whom it is intended at its address herein above set forth, or to such other address as the Lessor or Lessee shall hereinafter give notice to the other in writing.

10. Miscellaneous. It is mutually stipulated and agreed by and between the parties thereto that this instrument contains the entire Agreement between them as of this date, and that the execution thereof has not been induced by either party by any representations, promises or undertakings not expressed herein. It is further mutually stipulated and agreed by and between the parties that there are no other promises or undertakings whatsoever by the respective parties in any way affecting the subject matter of this lease which are not expressly contained in this instrument and no change, alteration or modification hereof may be made except in writing signed by both parties hereto.

The terms, covenants and conditions hereof shall be binding upon and inured to the benefit of the parties hereto, and their respective successors and assigns.

If any part of this Agreement is held to be unlawful, or null and void, such part shall be severed from the whole hereof, and the remaining portion thereof shall retain its full force and effect as fully written herein.

This Lease shall be construed under the law of the State of Ohio.

IN WITNESS WHEREOF, the parties hereunder set their hands the day and year first written above.

CITY OF GAHANNA – LESSOR

DARIA PADEGIMAS – LESSEE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

State of Ohio}

ss.:

County of Franklin}

On the _____ day of _____ in the year 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

My Commission Expires _____

HIGH STREET RIGHT-OF-WAY

Adjoining Lots 86, 87 & part of 88 of "Dickerson's Addition"

Situated in the State of Ohio, County of Franklin, City of Gahanna, located in Section 4, Township 1, Range 17 of the United States Military District, being that portion of the High Street right-of-way (60 feet in width), adjoining Lots 86, 87 & part of 88 of "Dickerson's Addition," of record in Plat Book 7, Page 420 (record references being to those of the Recorder's Office, Franklin County, Ohio), and being more particularly described as follows:

Beginning in the easterly right-of-way line of High Street, at the northwesterly corner of said Lot 86;

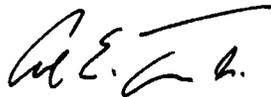
thence SOUTH, along said easterly line of High Street, being the westerly line of said Lots 86, 87 & part of 88 of said Addition, (passing the westerly corner common to Lots 86 & 87 at 50.0 feet and the westerly corner common to Lots 87 & 88 at 100.0 feet) a distance of 103.95 feet;

thence North 33°42'20" West, along the top of bank of Big Walnut Creek, 108.12 feet to the westerly line of said High Street, being the southeasterly corner of that tract of land described in the deed to the Gahanna Historical Society, as recorded in Official Record 1224A14;

thence NORTH, along said westerly line of High Street, 14.0 feet to where the westwardly extension of the northerly line of said Lot 86 intersects said line;

thence EAST, along aforesaid westwardly extension of the northerly line of said Lot 86 and crossing said High Street, a distance of 60.0 feet, returning to the 'Point of Beginning,' containing 3,538 square feet of land, more or less, as described from records only, in April 2014, by Carl E. Turner, Jr., Professional Surveyor No. 6702.

Subject, however, to all legal rights-of-way of previous record.



Carl E. Turner Jr.,
Professional Surveyor No. 6702
8 April 2014



* End of Description *