

ORDINANCE NO. 15-3488

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AMENDMENT TO A LEASE AGREEMENT WITH DR. MICHAEL POHL FOR PROPERTY OWNED BY THE VILLAGE AT 7440 MONTGOMERY ROAD AND DECLARING AN EMERGENCY

WHEREAS, the Village of Silverton acquired approximately 0.527 +/- acres of real property situated in Silverton, located at 7440 Montgomery Road, generally described as parcel number 602-0008-0285-00 on December 15, 2014; and

WHEREAS, Dr. Michael Pohl, DDS, is a tenant in good standing in this property, having leased the real property from the prior owner since 1987 and currently paying \$1,300 per month in rent; and

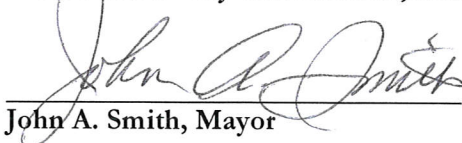
WHEREAS, the Village of Silverton and Dr. Pohl wish to continue and extend the landlord-tenant relationship after May 31, 2016 on a month-to-month basis to provide Dr. Pohl additional time to wind down his practice of more than 30 years in the Silverton community.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Silverton, Ohio, that:

SECTION I. The Village Manager is hereby authorized to execute the First Amendment to Lease Agreement in a form substantially similar to Exhibit A, attached hereto and made a part hereof.

SECTION II. This Ordinance is declared to be an emergency measure necessary to preserve the public peace, health, safety and welfare of the citizens of the Village of Silverton; the reason for the emergency being the immediate need to provide for a shared understanding for the occupancy of the property by Dr. Michael A. Pohl after May 31, 2016. Because the current lease requires Dr. Pohl to either extend his lease for three years by December 1, 2016 or vacate the structure on or before May 31, 2016, both the Village and Dr. Pohl benefit from clarifying the terms and dates by which the existing lease will end in 2016, effective immediately. Accordingly, this Ordinance shall take effect and be in force from and after its passage and approval.


Passed this 3rd day of December, 2015.


John A. Smith, Mayor

ATTEST:



Thomas M. Carroll, Village Manager

Approved as to form:


Bryan E. Pacheco, Village Solicitor

CERTIFICATION:

I, Meredith L. George, Clerk of Council of the Village of Silverton, County of Hamilton, State of Ohio; do hereby certify that there is no newspaper published in said municipality and that publication of the foregoing Ordinance No. 15-3488 has been duly made by posting true copies in three (3) of the most public places in said municipality, as determined by Council as follows: 1) Parkview Lane at Railroad; 2) Silverton Municipal Building and 3) The Village of Silverton's Website. Said posting was for a period of fifteen days commencing December 4, 2015.


Meredith L. George
Clerk of Council of Silverton, Ohio

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment"), dated and effective as of December 3, 2015 (the "Effective Date"), is made by and between the VILLAGE OF SILVERTON, OHIO, an Ohio municipal corporation ("Landlord"), and Dr. Michael A. Pohl, an individual Ohio resident ("Tenant").

RECITALS

WHEREAS, Landlord's predecessor-in-interest, Dr. Laurence and Elaine Lazarus, (collectively, "Lazarus"), and Tenant entered in a Lease Agreement dated November 18, 1987 (the "Original Lease") pursuant to which Lazarus leased to Tenant a portion of certain real property located at 7440 Montgomery Road, Cincinnati, Hamilton County, Ohio 45236, as more particularly described in the Original Lease (the "Premises"), for a term commencing September 1, 1987 and ending August, 31, 1992;

WHEREAS, Lazarus and Tenant agreed to numerous extensions to the Original Lease term, the most recent of which was dated May 31, 2013 and which extended the term to May 31, 2016 (the "2013 Extension") and, together with the aforementioned extensions and the Original Lease, the "Lease") (a copy of the Lease is attached hereto as Exhibit A and incorporated herein by reference);

WHEREAS, Landlord acquired title to the Premises from Lazarus pursuant to a General Warranty Deed executed on December 10, 2014 and recorded at Official Record Book 12774, Page 1256, Hamilton County, Ohio Recorder's Office; and concurrently with such acquisition, Landlord assumed Lazarus' rights in and obligations under the Lease pursuant to an Omnibus Assignment and Assumption of Leases executed by Lazarus and Landlord; and

WHEREAS, Landlord and Tenant mutually desire to amend the Lease as provided for in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated by reference herein as if fully restated.
2. Lease Term. Unless earlier terminated by the parties in accordance with the Lease, and subject to right of Tenant to extend the term pursuant to Section 3 of this Amendment, the term of the Lease shall expire on May 31, 2016.
3. Extension of Term: The Tenant shall be permitted to extend the term of the Lease from June 1, 2016 until December 31, 2016 (the "Extended Term"). In the event Tenant

does not surrender the Premises on or before May 31, 2016, the Lease shall automatically convert to a month-a-month lease effective June 1, 2016. Tenant may terminate the Lease at any time during the Extended Term by providing written notice to Landlord not less than thirty (30) days prior to such termination. During the Extended Term, Tenant shall pay rent in the amount of Thirteen Hundred and No/100 Dollars (\$1,300.00) per month. The Extended Term may be further extended beyond December 31, 2016 upon agreement of the parties.

4. Termination of Renewal Options. The parties hereby acknowledge and agree that the Lease term renewal options set forth in Sections 3 and 4 of the 2013 Extension are superseded by Sections 2 and 3 of this Amendment.

5. Surrender of Premises. Tenant shall remove all personal property and trade fixtures and surrender possession of the Premises to Landlord, in broom clean condition, on or before the expiration of the Lease term, as the same may be extended pursuant to Section 3 of this Amendment.

6. Continuing Validity of Lease. Except as specifically modified by this Amendment, all of the terms, provisions, and conditions of the Lease shall remain unchanged, valid, and in full force and effect, and are hereby ratified and affirmed by the parties.

7. Conflicts. If there is any conflict between this Amendment and the Lease, the terms and this Amendment shall control.

8. Controlling Law. This Amendment shall be governed by Ohio law without regard to conflict of laws principles.

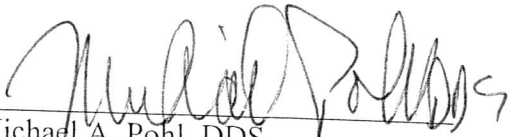
9. No Drafter. Neither party shall be deemed the drafter of this Amendment.

10. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original.

11. Binding Effect. This Amendment shall bind and inure to the benefit of the successors and assigns of Landlord and the heirs, representatives, successors, and permitted assigns of Tenant.

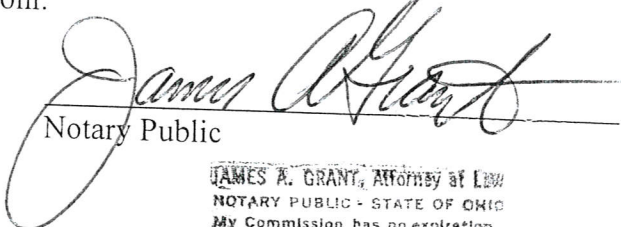
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TENANT:


Michael A. Pohl, DDS

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

This instrument was signed and acknowledged before me this 25th day of November, 2015, by Michael A. Pohl.


Notary Public
JAMES A. GRANT, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
Date: Section 147.03, O.R.C.

[Signature Page of Tenant]