

RESOLUTION NO. 20-13
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Brooks Compton ON THE 20th
DAY OF May, 2013.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY
MANAGER TO ENTER INTO AN AMENDMENT TO LAND LEASE
AGREEMENT FOR THE PARKING LOT LOCATED AT 38 N. MAIN
STREET.

WHEREAS, the City and Cross Point Church ("Church") executed a land
lease for the parking lot located at 38 N. Main Street, Centerville, Ohio, in 2003
to provide additional public parking in the Architectural Preservation District; and

WHEREAS, said Agreement is set to expire in August, 2013; and

WHEREAS, the City and Church intend to execute a land lease
amendment for said parking lot that extends the term of the lease to December 31,
2018; and

WHEREAS, the City and Church have negotiated for an extension of said
land lease agreement; and

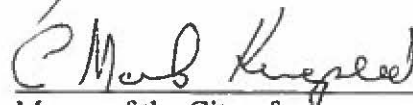
WHEREAS, this Council has determined that it would be in the best
interests of the citizens of Centerville to enter into said agreement.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the City Manager is authorized and directed to enter into an
amendment to the agreement with Cross Point Church associated with the
occupation and use of a parking lot in accordance with the terms of said
Amendment to the agreement, a copy of which is attached hereto as Exhibit "A"
and incorporated herein.

Section 2. This Resolution is to take effect at the earliest date allowed by law.

PASSED THIS 20th day of May, 2013.



Mayor of the City of
Centerville, Ohio

ATTEST:

Debra A. James
Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 20-13, passed by the Council of the City of Centerville, Ohio on the 20th day of May, 2013.

Debra A. James
Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

AMENDMENT TO LAND LEASE

THIS AGREEMENT made at Centerville, Ohio by and between the City of Centerville, Ohio, 100 W. Spring Valley Road, Centerville, Ohio, 45458, an Ohio municipal corporation (hereinafter "the City") and Cross Point Church, 38 N. Main Street, Centerville, Ohio, 45459, an Ohio corporation (hereinafter "the Church").

WITNESSETH:

WHEREAS, the City and the Church executed a land lease in August of 2003, for the parking lot located at 38 N. Main Street, Centerville, Ohio; and,

WHEREAS, the current land lease is set to expire on August 31, 2013; and

WHEREAS, both parties wish to extend the term of the land lease to provide additional public parking for the Architectural Preservation District/ Town Hall Area for the benefit of the overall community; and

NOW, THEREFORE, in consideration of the foregoing recitations and the benefits to them mutually accruing, the parties agree as follows:

Section 1 - All terms and conditions of the land lease executed by the parties in August of 2003 shall remain in full force and effect except as otherwise modified herein.

Section 2 - The parking lot expense agreement shall now expire on December 31, 2018.

Section 3 - The annual rent amount to be paid by the City to the Church shall be \$7,828.63. Since the annual rent payment is due by September 1st of each year, both parties acknowledge that the City will submit its final annual rent payment on or before September 1, 2017, and will then submit one more prorated rent payment on or before September 1, 2018, to be applied toward the period from September 1, 2018, to December 31, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year set forth beneath each party's respective signature.

WITNESS:

CITY OF CENTERVILLE, OHIO

By: _____
Gregory B. Horn, City Manager

Date: _____

CROSS POINT CHURCH

By: _____

Its: _____

Date: _____

STATE OF OHIO)
)
COUNTY OF MONTGOMERY)

SS:

BE IT REMEMBERED, that on this _____ day of _____ 2013, before me, the subscriber, a Notary Public in and for said County and State, personally came _____, the _____ of _____, which executed the foregoing instrument, who acknowledged that he did sign said instrument as such officer on behalf of said municipal corporation and by authority of the City Council; that said instrument was signed as his free act and deed individually, and the free act and deed of said corporation.

Notary Public

STATE OF OHIO)
)
COUNTY OF MONTGOMERY)

SS:

BE IT REMEMBERED, that on this _____ day of _____ 2013, before me, the subscriber, a Notary Public in and for said County and State, personally came _____, the _____ of _____, which executed the foregoing instrument, who acknowledged that he/she did sign said instrument as such officer on behalf of Cross Point Church; that said instrument was signed as his/her free act and deed individually, and the free act and deed of said corporation.

Notary Public

Approved as to form:

Scott A. Liberman
Municipal Attorney

This Agreement prepared by:

Scott A. Liberman (0058432)
Altick & Corwin Co., L.P.A.
1 South Main St., Suite 1590
Dayton, Ohio 45402