

THE CITY COUNCIL OF NORTH ROYALTON, OHIO

ORDINANCE NO. 07-28

INTRODUCED BY: Gentile

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE WITH PAUL AND FRANCES FAFRAK FOR PPN 489-25-085 COMMONLY KNOWN AS THE VALLEY-VISTA PUMP STATION SITE, TO BE USED BY THE LESSEE FOR HORTICULTURAL PURPOSES, GARDENING ONLY, AND DECLARING AN EMERGENCY

WHEREAS: Council has previously adopted Ordinance 99-167 which authorized the Mayor to enter into a one (1) year lease with Paul and Frances Fafrak, PPN 489-25-085, commonly known as the Valley-Vista Pump Station Site, for horticultural purposes, gardening only, for the cost of \$1.00; and

WHEREAS: Council adopted Ordinance 01-152 which extended said lease until December 31, 2006; and

WHEREAS: The lessee has requested an extension of this lease; and

WHEREAS: Council desires to authorize an additional five (5) year extension of this lease agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA COUNTY AND STATE OF OHIO, THAT:

Section 1. Council hereby authorizes the Mayor to enter into a lease with Paul and Frances Fafrak for PPN 489-25-085, which parcel is more fully described in the Lease Agreement attached hereto and incorporated as if fully rewritten, commonly known as the Valley-Vista Pump Station site, for horticultural purposes, gardening only. The lease shall be for five (5) years at a cost of \$5.00.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that this Council deems it immediately necessary to continue the lease with Paul and Frances Fafrak for horticultural purposes, gardening only.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

/s/ Robert A. Stefanik
PRESIDENT OF COUNCIL

APPROVED: /s/ Cathy Luks
MAYOR

DATE PASSED: March 20, 2007

DATE APPROVED: March 23, 2007

ATTEST: /s/ Laura J. Haller
DIRECTOR OF LEGISLATIVE SERVICES

First reading March 6, 2007
Second reading suspended
Third reading March 20, 2007

YEAS: Stefanik, Bobulsky, Gentile, Willey,
McKee, Antoskiewicz, Uffman-Kirsch
NAYS: none

INDENTURE OF LEASE

THIS LEASE is made and executed in duplicate this _____ day of _____, 2007 by and between City of North Royalton, Ohio hereinafter referred to as "Lessor" and Paul G. and Frances Fafrak, husband and wife, of 3012 Valley Lane Drive, North Royalton, Ohio 44133 hereinafter collectively referred to as "Lessee."

1. Description of the Premises. Lessor leases to Lessee the premises that are described in attached Exhibits A, B, C, & D incorporated herein as if fully rewritten herein at length. The premises are further described as an untended meadow of grass and light brush.

2. Term. The term of this Lease is for five (5) year beginning January 1, 2007 and ending December 31, 2011.

3. Use of Premises. The leasehold premises shall be used and occupied solely for horticultural purposes, i.e., gardening.

4. Care of Premises. Lessee shall use and occupy the premises in a careful, safe and proper manner and shall be responsible to keep the premises in a safe, orderly, neat, groomed and healthy condition free and clear of debris and rubbish in accordance with local ordinances and lawful direction of proper public officers. Any breach of this provision shall be considered material and immediate grounds for termination of this Lease.

5. Hold Harmless & Indemnify by Lessee. Lessee will hold harmless and indemnify the Lessor from and against any loss, cost or damage resulting from injury to persons or property occurring on said premises during the term of said Lease, unless caused by the acts of the Lessor.

6. Insurance. Lessee shall include the Lessor as an additional insured under their current Homeowners Insurance Policy to provide coverage for the premises conveyed under this Lease. Lessee shall provide the Lessor proof of such insurance coverage within thirty (30) days after execution of this Lease. Such proof of insurance coverage shall accompany each renewal term of this Lease.

7. Prohibition as to Lessee. Lessee will not permit said premises to be used for any purpose other than those provided for herein. Lessee is not permitted to construct any building or structure on the premises without the expressed written consent of the Lessor. Lessee is not permitted to assign this Lease without the express written consent of the Lessor.

8. Surrender of Premises. Lessee shall deliver and surrender to Lessor possession of the premises upon the expiration of this Lease, or its termination otherwise, in the same condition as an untended meadow of grass and light brush.

9. Default. If lessee be in default of any terms or conditions of this Lease the Lessor may at its election and while such default continues, declare this Lease terminated and enter into possession of said premises.

10. Lessor's Access to Premises. Lessor by its duly authorized agents may have free access to the leased premises at any reasonable time for any legal purpose including but not limited to examination and inspections.

11. Lessor's Right to Terminate Lease. Lessor has the right to terminate this Lease for or without cause or for any reason it deems appropriate. Upon written notice of termination of the Lease to the Lessee, the Lessee shall forthwith vacate the premises and return the premises in the same condition Lessee obtained possession under this Lease.

12. Not Binding on Lessee's Heirs, Successors and Guarantors. The provisions of this Lease are not binding and do not inure to the benefit of the Lessee, their heirs, executors, administrators, successors, assigns and guarantors.

IN WITNESS WHEREOF, the Lessor causes its hand to be set hereto this _____ day of _____, 2007.

WITNESSES:

LESSOR: CITY OF NORTH ROYALTON

By: _____
Mayor Cathy Luks

LESSEE:

Paul G. Fafrak

Frances Fafrak