

Resolution No. 88, 2008

Approval of Tentative Lease Agreement for the Lease by the County of Erie as Lessee of Office Space for Magisterial District Judge Carol Southwick with James W. Shreve and Linda M. Shreve for Property Located at 132 North Main Street, Union City, Pennsylvania.

WHEREAS, the County Executive has negotiated for and entered into a tentative Lease Agreement where the lease term is for more than one year (Exhibit A hereto) as provided for in Article III, Section 2A and F, of the Erie County Administrative Code; and,

WHEREAS, approval of such a Lease Agreement by County Council is required by Article III, Section 2F (2) of the Erie County Administrative Code to bind the County; and,

WHEREAS, the County Executive has attempted to arrive at a rental amount, lease term, and other provisions which are most favorable to the County of Erie; and

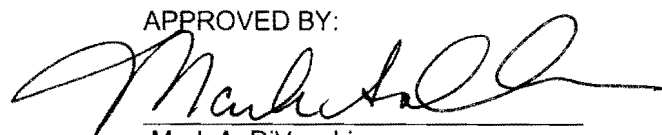
WHEREAS, the County Executive, pursuant to Article III, Section 5H of the Home Rule Charter for the County of Erie, is authorized to execute all documents necessary to conclude the Lease Agreement (Exhibit A hereto).

NOW, THEREFORE, BE IT RESOLVED by the County Council of the County of Erie, that the tentative Lease Agreement for the Lease by the County of Erie as Lessee of office space for Magisterial District Judge Carol Southwick for property located at 132 North Main Street, Union City, Pennsylvania (Exhibit A hereto), is hereby approved.


On the motion of Mr. Mitchell, seconded by Mr. Fatica, this resolution was passed on this 9th day of December, 2008 by a vote of 7 - 0.


Joseph F. Giles, Chairman
Erie County Council

Date: December 9, 2008

APPROVED BY:

Mark A. DiVecchio
County Executive

Date: 12.10.8

ATTEST:

Douglas R. Smith
County Clerk

Date: December 9, 2008

LEASE AGREEMENT

THIS LEASE AGREEMENT, is made this ____ day of November, 2008, by and between:

LESSOR: **James W. Shreve and Linda M. Shreve**

ADDRESS: **15848 Route 8, Union City, PA 16438**

AND

LESSEE: COUNTY OF ERIE

ADDRESS: 140 West 6th Street, Rm. 115, Erie, Pennsylvania 16501

1. **LEASED PREMISES:** Lessor does hereby let and rent to Lessee, and the Lessee does hereby take and lease from Lessor the property which is situate at and/or commonly known as **132 North Main Street, Union City, PA, consisting of 2200 square feet of first floor office space**, as more particularly described in the premises sketch attached hereto and made a part hereof as Exhibit "A". At all times during the term of this Lease, the Leased Premises will be accessible for handicapped persons and otherwise will be in total compliance with the requirements of the Americans With Disabilities Act (ADA) so that a certificate of occupancy for the premises is obtained from the appropriate regulatory authority by May 1, 2009. It is understood and agreed by the parties that Lessor will be renovating the demised premises so as to be suitable for the offices of a Magisterial District Judge and the renovations will be substantially similar to those of the offices of the Magisterial District Judge in Corry, PA. The final specifications and design are to be mutually agreed upon by Lessor and Lessee. These renovations are to be completed by May 1, 2009.

2. **TERM:** The term of this Lease shall commence on, and be effective, May 1, 2009 and shall expire on April 30, 2014. There shall be no holdover of the Lease. If the position of District Justice in district **6-3-04** is terminated for any reason whatsoever, or the

Commonwealth of Pennsylvania assumes responsibility for the operation of the District Justice System, negating the need for a separate office for the District Justice, the Lessee shall have the option of either terminating this Lease entirely, or of continuing the Lease on a month to month basis, upon giving a 60-day notice of its option to the Lessor.

3. **RENT:** During the first year of this, Lessee shall pay to Lessor rent in the sum of \$31,900.00 per year, payable in monthly installments of \$2,658.00 each, due and payable on or before the tenth day of each and every month. Rent due under this Lease shall be increased and adjusted every year based on the annual change in the Consumer Price Index for All Urban Consumers (CPI-U) as issued by the U.S. Department of Labor, Bureau of Labor Statistics. The date for measuring the change in the CPI-U shall be March 1. The new rent, as adjusted by the annual change in the CPI-U (as of March 1 of each year) shall become effective on May 1 of each year beginning May 1, 2010. Such rent, as adjusted, shall be payable in twelve equal monthly installments.

4. **UTILITY SERVICE:** It is agreed between the parties hereto that all taxes, light, heat, snow plowing, trash removal and any other expenses related to the Leased Premises shall be included in the monthly payment made by the Lessee and referenced above, and, the Lessor is completely responsible for such expenses throughout the term of the Lease. The Lessee's sole responsibility is to make the monthly rental payment as set forth above.

5. **MAINTENANCE:** Lessor shall take care of all repairs of the Leased Premises for the purpose of its use and occupancy by Lessee. Lessor shall be responsible for janitorial services of the Leased Premises (courtroom and office space.)

6. **PREMISES INSURANCE:** It is further agreed that Lessor shall carry liability insurance, and shall place an endorsement thereon naming the County of Erie as an additional insured, and Lessor shall deliver a copy of such policy to the County of Erie each year upon the anniversary date of payment of the premium thereon. The limits of such insurance shall not be

less than \$500,000.00 for injury (or death) caused to one or more persons, per property. The insurance required by this section shall be primary insurance and the insured shall be liable for the full amount of the loss up to and including the total limit of liability as set forth in the Declaration, without the right of contribution from any other insurance coverage held by Lessee. Lessor shall, upon execution of this Lease, hereby release Lessee and hold harmless Lessee from any and all liability by reason of damage or injuries to persons or property regarding the condition or use of the Leased Premises.

7. **EQUAL EMPLOYMENT OPPORTUNITY:** Lessor agrees to be bound by the provisions of the Equal Employment Opportunity clause of the Lessee contained in Ordinance Number 30 of 1993 a copy of which is attached hereto and made a part hereof and is further identified as Exhibit "C."

8. **SIGNS:** Lessee at its own cost and expense shall be permitted to erect reasonable signage on or about the Leased Premises subject to the prior written approval of the Lessor, which approval shall not be unreasonably withheld. Lessee shall be responsible at its own cost and expense for the installation and maintenance of any exterior signs and shall be obligated at its own cost and expense to remove such exterior signs at the expiration of the Lease term.

NOTICES: The parties to this lease shall send notices to each other only through the United States Mail, postage prepaid, Registered or Certified Mail, Return Receipt, addressed to either party hereto at their respective addresses specified above or such other address as either party has subsequently specified by written notice. Such notice shall be deemed given on the earlier of the date it is actually received or the date that is five (5) days after such notice is postmarked.

9. **SUBLEASING AND ASSIGNMENT:** Lessor shall have neither the right nor the power to assign this Agreement of Lease. Lessee shall not have the power to sublease the Leased premises or any portion thereof.

10. **EFFECTIVENESS OF THIS AGREEMENT:** Lessor agrees and acknowledges that this Lease Agreement will not become effective and shall not be binding on, or enforceable against, the Lessee until it is approved by action of County Council of the County of Erie.

11. **BINDING EFFECT:** This Lease Agreement shall be binding upon the parties hereto and their successors.

12. **ENTIRE AGREEMENT:** This Lease Agreement constitutes the entire agreement between the parties hereto and there are no other understandings, promises, representation or warranties, oral or written, relating to the subject matter of this Lease Agreement, which shall be deemed to exist or to bind any of the parties hereto, their respective heirs, executors, administrators, successors or assigns. No amendment, change or addition to this Lease Agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by both parties.

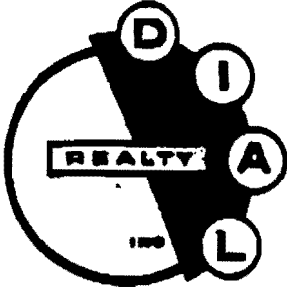
IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

James W. Shreve, Lessor

Linda M. Shreve, Lessor

COUNTY OF ERIE:

By _____
Mark A. DiVecchio, County Executive



DIAL REALTY INC. Realtors

UNION CITY, PENNSYLVANIA 16438 (814) 438-3885

P.O.Box 22
Union City, Pa. 16438

(814)438-3885
Fax #(814)438-8078
1-800-822-7844 PA. only

Date: 11-21-08 Total pages including cover sheet: 3

Sent to: LUIGI PASQUALE

Sent From: JIM SHREVE

Notes: HERE is the ADDENDUM -
please give me A CALL
AT 881-7138

THANKS

ADDENDUM

This Addendum is to the Lease Agreement dated November _____, 2008, by and between:

LESSOR: James W. Shreve and Linda M. Shreve

Address: 15858 Route 8, Union City, PA 16438

LESSEE: County of Erie

ADDRESS: 140 West 6th Street, Room 115, Erie, PA 16501

These provisions are in addition to the provisions contained in the said Lease Agreement.

13. This lease is conditioned upon Lessors' purchasing and closing on the purchase of the real estate known as 132 North Main Street, Union City, PA, as described in Exhibit "A".

14. The parties agree that notwithstanding anything contained in the Lease Agreement to the contrary, should Lessee opt to terminate the lease for any reason whatsoever prior to the expiration of the primary term, a "buy-out" fee shall be due and payable in full upon termination pursuant to the following schedule:

- a) Within the first two (2) years, twelve (12) months rent.
- b) After two (2) years but prior to four (4) years, six (6) months rent.
- c) After four (4) years there shall be no buy-out fee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day
and year first above written.

James W. Shreve, Lessor

Linda M. Shreve, Lessor

COUNTY OF ERIE:

BY: _____
Mark A. DiVecchio, County Executive