



Facilities Committee Meeting  
Friday, February 13, 2026 - 10:00 AM  
AGENDA

1. Call to Order/Roll Call
2. Review and discussion of American Legion lease proposal/agreement
  - a. American Legion Lease
3. Other Business
4. Adjourn

## LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as the "**Lease**") is made this 28 day of May, 2014 by and between **The Village of Johnstown, Licking County, Ohio**, an Ohio Municipal Corporation whose address is 599 South Main Street, Johnstown, Ohio 43031 (hereinafter referred to as "**Lessor**") and **American Legion Post #254, Inc.**, an Ohio Non-Profit Corporation, whose address is 180 West Maple Street, Johnstown, Ohio 43031 (hereinafter referred to as "**Lessee**").

Lessor, for and in consideration of the payment of the rent hereinafter provided to be paid by Lessee, and the performance of the covenants and agreements hereinafter set forth to be kept and performed by Lessee, does hereby lease unto Lessee the premises referred to hereinafter as the "**Leased Premises**" upon the terms and conditions hereafter set forth.

1. **LEASED PREMISES:** The Leased Premises shall consist of a portion of Lessor's property commonly known as 180 West Maple Street, Johnstown, Ohio 43031, consisting of the Recreation Center Building, tennis courts, basketball court, children's playground and horseshoe pit, all as shown on the attached map. Also included in this Lease of the Recreation Center Building shall be all equipment located in the building including, but not limited to, tables and chairs.

2. **TERM:** To have and to hold the Leased Premises for a term commencing on June 2, 2014 and ending on June 2, 2113 unless sooner terminated.

3. **RENT:** Lessee agrees to pay to Lessor the sum of One Dollar and 00/100 (\$1.00) per year throughout the term of this Lease due on January 1 annually or in lump sum at the time of lease signing.

4. **LESSOR'S RIGHT TO TERMINATE LEASE.** The Lessor shall have the right, upon ninety (90) days written notice to Lessee, to terminate this Lease; provided, however, that such termination shall be effective upon Lessee only upon Lessor being able to find a replacement location for Lessee similar in size and quality to the Leased Premises.

5. **USE RESTRICTION:** The Premises shall be used for the purpose of operating a non-profit Veteran's organization and for recreational purposes, but for no other purposes without the express prior written consent of Lessor, which consent shall not be unreasonably withheld.

6. **CONDITION OF THE PREMISES:** Lessee has examined the Premises, is familiar with the condition thereof, is satisfied therewith, and accepts the same in their present condition.

7. **MAINTENANCE:**

A. Lessor's Maintenance Responsibilities.

- a. Lessor shall be responsible for mowing the property.
  - b. After each snowfall, Lessor shall plow the road accessing the property and shall make one (1) trip with the snowplow around the exterior of the Building.
- B. Lessee's Responsibilities.
- a. Lessee shall maintain and repair the exterior and interior Building structure, including exterior walls and roof.
  - b. Lessee shall make no alterations or additions in or to the Leased Premises, or change the same or any part thereof in any way, without the express prior written consent of Lessor. Specifically, and without limitation, the location, type and method of affixing any signs to the Building shall be subject to Lessor's approval. If Lessee desires to improve the Leased Premises, plans for such improvement shall be presented to Village Council for review and approval.
  - c. If Lessee refuses or neglects to commence or complete said repairs and/or replacements promptly and adequately following receipt of written notice to that effect from Lessor, then Lessor may, but shall not be required to, make or complete said repairs and replacements and Lessee shall pay the cost thereof to Lessor as additional rent upon demand by Lessor.

8. **COVENANTS OF LESSEE:**

A. Lessee's members shall be allowed to consume alcohol within the Recreation Center Building; but, alcohol shall not be consumed by any other individuals, and no alcohol shall be consumed by any person on any other portion of the Leased Premises. Any alcohol usage on the Leased Premises shall comply with all local laws regarding alcohol consumption on Village owned properties for exterior purposes. No smoking shall be permitted inside the Building.

B. Lessee will use and occupy the Premises in a careful, safe and proper manner and will not commit or suffer any waste therein or thereon.

C. Lessee will not in any way assign or transfer this Lease, or any interest herein, or sublet any part of the Premises without the express prior written consent of Lessor. Nor will Lessee permit any other person except agents and employees of Lessee to occupy the Premises or any part hereof without first obtaining Lessor's express prior written consent.

D. Lessee will permit Lessor or its agents to enter upon or into the Premises at all reasonable hours (if not otherwise agreed to, during ordinary business hours, and on reasonable

notice to Lessee, except in emergencies) for the purposes of inspection, making such repairs, replacements or additions in, to, on or about the Premises as Lessor deems necessary or desirable for such reasons as may be consistent with the provisions of this Lease.

E. In the event that the Premises should be vacated or abandoned during the term of this Lease, Lessor, or the agents thereof, may enter therein and take possession thereof.

F. All goods and property stored or kept in or about the Premises shall be at the risk of Lessee, and Lessor shall not be responsible for any theft, loss, damage or destruction thereof or thereto.

G. Lessee shall maintain and permit the Leased Premises to be used by the general public as previously permitted by Lessor which includes hourly and daily rental for both Johnstown residents and non-residents. Lessee shall also permit the use of the Leased Premises for public voting and all general and special elections.

H. Lessee shall pay for all utilities, including, but being not limited to electric, gas, water, sewer, heating, cooling, lighting, telephone service and all other service and utilities supplied to the Premises. Lessor shall not be liable directly or indirectly for any damage or inconvenience caused by the lack of availability or interruption of the use of same.

I. Lessee will use and occupy the Premises only for the purposes set forth herein, and Lessee will, in such use and occupancy, comply with all valid and applicable present and future laws, ordinances, rules, regulations, requirements and orders of any governmental authority respecting the use and occupancy of the Premises.

J. Lessee agrees not to use the Premises in any manner, even for the purposes for which the Premises are leased, that will increase risks covered by insurance on the Premises so as to increase the rate of insurance on the Premises, or cause cancellation of any insurance policy in connection therewith. Lessee further agrees not to keep on the Premises or permit to be kept, used or stored thereon, anything prohibited by the policy of hazard insurance with respect to the Premises. Lessee agrees to comply, at Lessee's expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the Premises.

K. Lessee agrees to procure and maintain in force during the term of this Lease and any extension or renewal hereof, at Lessee's expense, with an insurance company approved by Lessor, comprehensive general liability insurance, in the amount of One Million Dollars (\$1,000,000.00) and property damage insurance in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00). Upon request, a certificate of insurance as to such coverage shall be delivered to Lessor. Lessor and Lessee hereby waive all causes of action and rights of recovery against each other and their respective agents, employees, licensees and invitees for any injury to or death of any person, or loss or damage occurring to the Premises, or the improvements, fixtures or other personal property located in or about the Premises resulting from any perils covered by insurance, regardless of the cause or origin of such loss or damage (including without

limitation the negligence of either party or their respective agents, employees, licensees and invitees), to the extent of any recovery on or under any policy or policies of insurance, provided that said insurance will not be invalidated in whole or in part by reason thereof.

L. Lessee, on behalf of its agents, employees, licensees and invitees, does hereby release Lessor of liability for injury to persons or loss damage to property resulting directly or indirectly from any act or omission to act of Lessee, its agents, employees, licensees or invitees, in connection with Lessee's use and occupancy of the Premises; and Lessee does hereby indemnify Lessor against all such liability and agrees to defend, at Lessee's cost and expense, all actions for such loss or damage.

M. Lessee shall not encumber or otherwise permit liens to be filed against Lessee's interest in the Leased Premises. Lessee shall be required to take any actions, and to pay any cost or expenses, to remove any such lien from the Leased Premises. Lessee shall not be agent of Lessor in the construction of any improvements to the Leased Premises.

9. **COVENANT OF QUIET ENJOYMENT:** Lessor shall, provided Lessee shall not be in default hereunder, permit Lessee to peaceably and quietly hold and enjoy the Premises during the term hereof.

10. **DESTRUCTION OF PREMISES:** Partial destruction of the Premises shall not render this Lease void or voidable or terminated except as herein provided.

11. **DEFAULT:** If Lessee fails to pay any installment of rent or other money obligation imposed upon Lessee by the terms and provisions of this Lease within Thirty (30) days from the due date thereof, or if Lessee fails to keep and perform any of the other covenants, agreements or conditions of this Lease which are to be kept and performed by Lessee within Thirty (30) days after written notice of default thereof from Lessor, or if Lessee abandons or vacates the Premises during the term hereof, is adjudged a bankrupt, makes an assignment for the benefit of creditors, suffers a receiver to be appointed in any action or proceeding by or against Lessee, or if Lessee's interest in the Premises be sold upon execution or other legal process, then in such event, Lessor may enter in and upon the Premises and again have, possess and enjoy the same as if this Lease had not been made, and thereupon this Lease and everything herein contained on the part of Lessor to be kept and performed shall cease, determine and be void. The commencement of a proceeding or suit in forcible entry and detainer, or otherwise, after any default by Lessee, shall be equivalent in every respect to actual entry by Lessor.

12. **SUBORDINATION AND ATTORNMENT:** This Lease and any changes or amendments hereto, or any renewals or extensions hereof, is subject and subordinate to all mortgages which may now or hereafter affect the Premises. This subordination shall be self-operative and no further instrument of subordination need be required by any mortgagee. However, in confirmation of such subordination, Lessee shall, promptly upon request by Lessor, execute an instrument of subordination, provided, however, that for so long as Lessee is not in

default hereunder, the possession of Lessee will not be disturbed by virtue of such subordination. In the event of a sale of all or any part of Lessor's interest in the Premises, or in the event that title or possession of the Premises is taken by any mortgagee or receiver for Lessor, or otherwise, Lessee shall attorn to such mortgagee or other person or entity so taking title and/or possession and shall recognize and accept the same as Lessor hereunder. Further, Lessee agrees to execute, at the request of such other person or entity, any attornment agreement requested by such person or entity which is consistent with the terms of this Lease, provided, however, that such attornment agreement contain a provision that for so long as Lessee is not in default hereunder, the possession of Lessee will not be disturbed by virtue of such attornment.

13. **ESTOPPEL CERTIFICATE:** Lessee shall, upon request by Lessor, promptly execute an instrument certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified), and the dates to which the rent, additional rent for real estate taxes and other charges have been paid, and stating whether or not to the best knowledge of the person who executes such instrument, Lessor is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease, and, if so, specifying each such default, it being intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser or mortgagee thereof.

14. **HOLDING OVER:** If Lessee remains in possession after expiration of the term hereof, or if the term of Lessee is renewed as provided hereinafter, and Lessee remains in possession after expiration thereof, without the written consent of Lessor, Lessee shall be considered to be a tenant-at-will, and there shall be no renewal of this Lease by operation of law.

15. **NOTICES:** Any notice or other communication required or desired to be given to any party under this Lease shall be in writing, and shall be sufficient if addressed to the respective parties hereto at their respective addresses as shown hereinabove, and either delivered personally to such party at such address or, in the alternative, sent by United States Certified Mail, postage fully prepaid, return receipt requested. The effective date of such notice or communication shall be the date of actual delivery thereof. The place to which such notices shall be delivered may be changed by either party from time to time by a communication in writing delivered otherwise in accordance with this provision.

16. **MUTUAL WAIVER OF SUBROGATION:** Lessor and Lessee hereby waive all causes of action and rights of recovery against each other and their respective agents, employees, licensees and invitees for any injury or death of any person or loss or damage occurring to the Premises or other personal property located in or about the Premises from any perils covered by insurance, regardless of the cost or origin of such loss or damage (including without limitation the negligence of either party or their respective agents, employees, licensees and invitees), to the extent of any recovery on or under any policy or policies of any insurance, provided that said insurance will not be invalidated in whole or in part by reason thereof. If Village needs to take back agreed upon area, it may do so but must provide a leased premises of equal or greater quality. If membership falls to a nonsustainable amount, Village has the ability to revoke the lease.

17. **FIRST RIGHT OF REFUSAL:** During the term of the Agreement, before Lessor may sell the Leased Premises to a third party, Lessor shall first offer the Leased Premises to Lessee on the same terms and conditions as are offered by the third party. Lessee shall have 30 days during which to accept said offer. If Lessee does not accept said offer within said period, Lessor shall be free to accept the third-party offer. If Lessor does not enter into an agreement with the third party on said terms and conditions and close the transaction within 90 days, Lessor's right to sell the Leased Premises to the third party shall expire and the procedure described in this Section shall again be applicable.

18. **MISCELLANEOUS PROVISIONS:**

A. All rights and remedies of Lessor enumerated herein shall be cumulative, and none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised and enforced concurrently. No waiver by Lessor of any covenant or condition of this Lease shall constitute a waiver of any subsequent breach of such covenant or condition, or authorize the breach or nonobservance on any other occasion of the same or any other covenant or condition hereof.

B. This Lease contains all of the agreements, promises and understandings of the parties hereto, and no oral agreement, promise or understanding of any kind or nature shall be binding. All additions, variations, or modifications of this Lease shall be valid and effective only if in writing and signed by the parties hereto.

C. This Lease shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

D. If either party desires, Lessor and Lessee will execute a Memorandum of Lease in accordance with the laws of the State of Ohio, which Lessee may prepare and record at its expense.

The parties have hereunto set their hands on the day and year first above written.

**LESSOR:**

**THE VILLAGE OF JOHNSTOWN, LICKING COUNTY, OHIO**

By: \_\_\_\_\_

James Lenner, Village Manager

State of Ohio)  
County of Licking ss:

May Sworn to before me, acknowledged, and subscribed in my presence this 58 day of May, 2014 by **James Lenner, Village Manager of the Village of Johnstown, Licking County, Ohio**, on behalf thereof.



Teresa R. Monroe  
Notary Public, State of Ohio  
My Commission Expires: 05/16/18

Teresa R. Monroe  
NOTARY PUBLIC

**LESSEE:**

**AMERICAN LEGION POST #254, INC.**

By: Charles H. Smith  
Trustee

By: Wron Hartcock  
Trustee

By: Nancy Galbreath  
Trustee

By: Joseph Hurdsey  
Trustee

By: W. Bruce Goltz  
Trustee

State of Ohio)  
County of Licking ss:

Sworn to before me, acknowledged, and subscribed in my presence this 28 day of May 20014, by Charles Sullivan, Urvin Hartsock, Harry Galbraith, Joseph Lindsay, Bruce Tolle, Trustees of American Legion Post #254, Inc., on behalf thereof.



Teresa R Monroe  
Notary Public, State of Ohio  
My Commission Expires 05/16/18

Teresa R Monroe  
NOTARY PUBLIC

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