



Facilities Committee Meeting
Tuesday, March 3, 2026 - 5:00 PM
AGENDA

1. Call to Order/Roll Call
2. American Legion Building Lease Review and recommendation to council
 - a. Draft Lease redline
3. Realtor discussion
4. Open discussion
5. Other Business
6. Adjourn

FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE (this "First Amendment") is made and entered into as of _____, 202~~6~~⁵, by and between THE CITY OF JOHNSTOWN, LICKING COUNTY, OHIO (formerly known as the Village of Johnstown, Ohio), an Ohio municipal corporation ("Lessor"), and AMERICAN LEGION POST #254, INC., an Ohio non-profit corporation ("Lessee").

WHEREAS, Lessor and Lessee entered into that certain Lease dated effective as of May 28, 2014, (the "Lease"), providing for the lease of real property and improvements located at 180 West Maple Street, Johnstown, Ohio 43031 (the "Premises"), as more particularly described therein; and

WHEREAS, Lessor and Lessee desire to amend the Lease, as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor hereby amend the Lease as follows:

Section 1 of the Lease is hereby deleted in its entirety and replaced with:

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, and surrounding land and improvements, all as shown on the map attached hereto as Exhibit A.

Section 4 of the Lease is hereby deleted in its entirety and replaced with:

4. **LESSOR'S RIGHT TO RELOCATE LESSEE**: ~~On or after October 1, 2055,~~ Lessor shall have the right, at Lessor's expense, to relocate Lessee to other substantially similar premises in Johnstown, Ohio ("New Premises"), at the same rental rate and according to the same terms of the Lease. In the event Lessor elects to exercise the right of relocation, Lessor shall deliver written notice to Lessee identifying the location of the proposed New Premises, ~~and providing Lessee not less than ninety (90) days to relocate to the New Premises. At the conclusion of the ninety (90) days, all of Lessee's rights to the Leased Premises shall terminate. Within thirty (30) days of receipt of the aforementioned notice, Lessee shall deliver to Lessor a written statement of the total cost of all improvements/renovations to the Premises incurred by Lessee after the date of execution of this First Amendment, attaching all paid invoices for said improvements/renovations. As a condition precedent to Lessee's obligation to relocate under this Section, Lessor must compensate Lessee based upon either the total cost of all Lessee's improvements/renovations to the Premises, or Three Hundred Thousand Dollars (\$300,000.00), whichever is less, according to the depreciation schedule below, the timeline for which is based on the anniversary of the full execution of this First Amendment.~~

<u>Year 1</u>	<u>100%</u>
<u>Year 2</u>	<u>96%</u>
<u>Year 3</u>	<u>92%</u>
<u>Year 4</u>	<u>88%</u>
<u>Year 5</u>	<u>84%</u>
<u>Year 6</u>	<u>80%</u>
<u>Year 7</u>	<u>76%</u>
<u>Year 8</u>	<u>72%</u>
<u>Year 9</u>	<u>68%</u>
<u>Year 10</u>	<u>64%</u>
<u>Year 11</u>	<u>60%</u>
<u>Year 12</u>	<u>56%</u>
<u>Year 13</u>	<u>52%</u>
<u>Year 14</u>	<u>48%</u>
<u>Year 15</u>	<u>44%</u>
<u>Year 16</u>	<u>40%</u>
<u>Year 17</u>	<u>36%</u>
<u>Year 18</u>	<u>32%</u>
<u>Year 19</u>	<u>28%</u>
<u>Year 20</u>	<u>24%</u>
<u>Year 21</u>	<u>20%</u>
<u>Year 22</u>	<u>16%</u>
<u>Year 23</u>	<u>12%</u>
<u>Year 24</u>	<u>8%</u>
<u>Year 25</u>	<u>4%</u>
<u>Year 26</u>	<u>0%</u>

By way of example, if Lessee spends \$100,000 on renovations to the Premises, and Lessor issues its notice to relocate Lessee within the first year after execution of this First Amendment, Lessor must pay to Lessee \$100,000 to exercise its right to relocate Lessee. As another example, if Lessee spends \$100,000 on renovations to the Premises, and Lessor issues its notice to relocate Lessee in year 10, Lessor must pay Lessee \$64,000 to exercise its right to relocate Lessee.

Lessee shall vacate the Premises within sixty (60) days of receiving compensation from Lessor as described above; or, if no compensation is due to Lessee, then Lessee shall vacate the Premises within ninety (90) days of receipt of Lessor's notice to relocate.

Section 8.A. of the Lease is hereby deleted in its entirety and replaced with:

- A. Lessee's members, guests, invitees, licensees, and sub-lessees shall be permitted to consume alcohol within the Leased Premises. Any alcohol usage on the Leased

Premises shall comply with all local laws regarding alcohol consumption on properties owned by the City of Johnstown. Lessee shall be permitted to acquire a liquor license/permit through the Ohio Division of Liquor Control (“ODLC”) to sell alcohol to members, guests, invitees, licensees, and sub-lessees. Lessee shall comply with all statutes, rules, regulations and other requirements of the ODLC pertaining to any such license/permit. Lessee shall not operate a bar in the Leased Premises which is open to the public. No smoking shall be permitted inside the Recreation Center Building.

Section 8.C. of the Lease is hereby deleted in its entirety and replaced with:

- C. Lessee will not in any way assign or transfer this Lease, or any interest therein, without the express prior written consent of Lessor. However, notwithstanding the foregoing, Lessee may sublet all or part of the Leased Premises to sub-lessees on a short-term basis for events (“Short-Term Rentals”). Any Short-Term Rental shall be for a period no longer than five (5) days. In the event Lessee wishes to sublet all or part of the Leased Premises for periods longer than five (5) days, Lessee shall seek approval of Lessor, which approval Lessor shall not unreasonably withhold.

Lessee shall require sub-lessees to execute a written agreement (a copy of which Lessee shall provide to Lessor upon request) related to such Short-Term Rentals including the following rules regarding alcohol consumption:

No alcohol may be served after 12:00am

All alcohol must be consumed within the Leased Premises / New Premises

Sub-lessee is responsible for ensuring no person is over-served

Sub-lessee must deposit an additional \$1,000 refundable cleaning deposit

Section 8.K. of the Lease is hereby deleted in its entirety and replaced with:

- 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) in the aggregate, and property damage insurance in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) in the aggregate. Every five (5) years Lessee shall provide a certificate of insurance to Lessor, or upon Landlord’s request. 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.

All other terms and provisions of the Lease are ratified, shall remain unchanged and shall continue in full force and effect. Should any provisions of this First Amendment conflict

with the Lease, the provisions of this First Amendment shall control.

All capitalized terms not otherwise defined herein shall have the same meaning given such terms in the Lease.

This First Amendment may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original, and all of which are identical. Facsimile and/or electronic signatures appearing hereon shall be also deemed original.

[signatures on following page]

DRAFT

LESSEE:

American Legion Post #254, Inc., an Ohio non-profit corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss:

COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, the _____ of American Legion Post #254, Inc., an Ohio non-profit corporation, who acknowledged that he did sign the foregoing instrument and that the same is his voluntary act and deed and that he had full authority to sign on behalf of said company.

IN TESTIMONY HEREOF, I have hereunto set my hand and official seal this day of _____, 202__.

NOTARY PUBLIC