

ORDINANCE NO. 2016-09

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING A LEASE AGREEMENT BETWEEN THE TOWNSHIP OF RADNOR AND THE SPORTS LEGENDS OF DELAWARE COUNTY, INC.

*WHEREAS*, Radnor Township and the Sports Legends of Delaware County, Inc. ("Sports Legends") entered into a two year lease in September, 2015 for a portion of the Radnor Township Municipal Building at 301 Iven Avenue, Wayne, PA; and

*WHEREAS*, the Sports Legends desire to extend the term of its lease of the Township Municipal Building in order to display and showcase to the community the significant athletic achievements of Delaware County residents, organizations and athletic teams; and

*WHEREAS* § 3.01 of the Radnor Township Home Rule Charter permits the lease of real property by the Township for a term in excess of three years by ordinance.

*NOW, THEREFORE*, be it hereby *ENACTED* and *ORDAINED* that the Radnor Township Board of Commissioners hereby approves the Lease Agreement with Sports Legends, effective September 1, 2016 for a four year term, a copy of which is attached hereto and incorporated herein.

*ENACTED AND ORDAINED* this 15 day of August, 2016.

RADNOR TOWNSHIP

By:



Name: Phil Ahr  
Title: President

ATTEST:

  
Robert A. Zienkowski, Secretary

7.11.16

## LEASE AGREEMENT

**THIS AGREEMENT OF LEASE**, made effective this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016, by and between **RADNOR TOWNSHIP** (hereinafter "Lessor") and **SPORTS LEGENDS OF DELAWARE COUNTY, INC.** (hereinafter "Lessee").

### W I T N E S S E T H:

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Leased Premises upon all the terms and conditions herein contained. Intending to be legally bound hereunder and in good and valuable consideration of the rents herein reserved and the mutual covenants herein contained, Lessor and Lessee hereby agree as follows:

1. LEASED PREMISES. Lessor, for and in consideration of the covenants and conditions hereinafter contained on the part of the Lessee to be performed, and in consideration of the annual rent of \$1.00, does hereby grant, lease, demise, and let unto Lessee and Lessee does hereby rent, and take from Lessor ALL THAT CERTAIN real property consisting of approximately \_\_\_\_\_ square feet of space, more or less, of that portion on the first floor, second floor, stairs and atrium walls of the Radnor Township Municipal Building as more fully described in *Exhibit "A"*, located at 301 Iven Avenue, Radnor Township, Delaware County, Pennsylvania, all of which are hereinafter called the "Leased Premises" and/or "Premises" and/or "Property". Lessor warrants and represents that Radnor Township is the owner of the Leased Premises and has good and marketable title thereto.

2. USE. Lessee shall continuously use and occupy the Leased Premises during the Term of this Lease, which use and occupancy shall be solely for the purpose of housing and displaying Lessee's museum of sports collections and memorabilia, and for no other purpose or purposes without the prior written consent of Lessor. Lessee shall be allowed access to the leased premises during regular Radnor Township office hours Monday through Friday. Lessee shall be allowed access to the leased premises on Saturday and Sunday and at other times with prior written consent from Lessor.

3. TERM.

A. The term of this Lease shall be for a period of four (4) years ("Term") commencing the 1st day of September, 2016 and expiring at 11:59 p.m. on the 31st day of August, 2020.

B. Either party shall have the right to terminate this Lease upon giving at least six months notice before the end of the Term to the other, in writing.

C. If neither party gives notice of termination to the other as described in Section 3.B. above, the Lease, upon the last day of the current Term, shall continue thereafter year to year unless terminated by either party. ("Renewal Term") This Lease shall automatically terminate on the last day of the Renewal Term unless otherwise agreed by both parties in writing. All renewal terms shall be upon the same terms, provisions and conditions as are in effect under this

Lease immediately prior to the time such Renewal Term begins.

4. CONDITION OF THE LEASED PREMISES. By taking and assuming possession of the Leased Premises, Lessee acknowledges that it has: (i) inspected the Property; and (ii) accepted the Leased Premises, and all improvement, betterments and equipment, with no representation or warranty by Lessor as to the condition or suitability of the Leased Premises and/or Property for the Lessee's purpose. Lessee accepts the Leased Premises as is, where is, with all faults, latent or otherwise, and without any representations, warranties or promises from Lessor whatsoever, provided however the Lessor represents and warrants that, to its knowledge, the Lessee's use of the Leased Premises for office space under this Lease is in full compliance with the applicable law, regulations and zoning currently in effect.

5. RULES AND REGULATION.

A. Lessee shall not disrupt or disturb other tenants and occupants within the Radnor Township Building.

B. Lessee and any of Lessee's agents shall not be permitted to smoke within the Leased Premises, the Radnor Township Building or anywhere on Township property.

C. Upon termination or expiration of this Lease, Lessee shall leave the leased premises in the same condition it was prior to assuming possession of the Leased Premises under this Lease.

D. These Rules and Regulations may be modified and amended by the Lessor from time to time.

6. COMMON AREAS. The term "Common Areas" as used in this Lease, shall mean the following areas within the township property and building: parking areas, roadways, sidewalks, driveways, courts, footways, loading and unloading facilities, landscaped areas, berms, stairs, ramps, public restrooms and comfort stations, service areas, service and fire and exit corridors, passageways, and other areas, amenities, facilities and improvements provided by Lessor. The use and occupancy by Lessee of the Leased Premises shall include the use of the Common Areas in common with Lessor and with all others for whose convenience and us the Common Areas have been or may hereafter be provided by Lessor, subject, however to rules and regulations for the use thereof as prescribed from time to time by Lessor.

7. REPAIRS AND IMPROVEMENTS. Lessee will, during the term and all continuations, keep, and at the expiration peaceably surrender possession of the Demised Premises in as good order and condition as the same now are, reasonable wear and tear and damage by fire or other casualty not occurring through Lessee's negligence excepted, and will at expiration of the term, or any continuation of it, deliver the keys to the residence of the Lessor. Lessee shall not make any alterations, additions or improvements without Lessor's consent, and all alterations, additions or improvements made by either of the parties upon the premises, except movable and detached furniture, equipment or mirrors put in at Lessee's

expense shall be the property of Lessor, and shall remain upon and be surrendered with the premises, as part of it, at the termination of this lease, without molestation or injury. In the event of the failure of Lessee promptly to perform any necessary repairs, Lessor, or persons authorized by Lessor, may go upon the demised premises and perform such repairs, the costs, at the sole option on Lessor, to be charged to Lessee.

8. SIGNS. Lessee shall not have the right to place signs on any part of the Leased Premises unless approved in advance by Lessor. It is contemplated that Lessee will have a single sign on the exterior of the Leased Premises approved by Lessor and temporary signs from time-to-time for business events.

9. FIRE. If, during the term of this Lease, the building is so injured by fire or other casualty not occurring through the negligence of Lessee or those claiming under Lessee, or their employees respectively, that the Demised Premises are rendered wholly unfit for occupancy and the Demised Premises cannot be repaired within sixty days from the happening of such injury, then this Lease shall cease and terminate from the date of such injury. In such case Lessee shall immediately surrender the Demised Premises to Lessor, who may enter upon and repossess the same. If such injury can be repaired within sixty days thereafter, Lessor may enter and repair, and this Lease shall not be affected. If the Demised Premises shall be so slightly injured by fire or other casualty as aforesaid as not to be rendered unfit for occupancy, Lessor agrees that the same shall be repaired with a reasonable time.

10. DAMAGE IN GENERAL. Lessee agrees that Lessor shall not be liable to Lessee and Lessee hereby releases Lessor from any liability, for any personal injury, loss of income or damage to or loss of persons or property in or about the Demised Premises from any cause whatsoever. Lessor shall not be liable to Lessee for any such damage or loss, whether or not such damage or loss results from Lessor's own negligence.

11. RIGHT OF ENTRY. Lessor and persons authorized by Lessor shall have the right to enter the Leased Premises to inspect, perform maintenance, do repairs and show the premises to prospective lessees and purchasers.

12. SUBLETTING AND ASSIGNMENTS. Lessee shall not assign this Lease or enter into any sublease agreement without the prior written consent of Lessor. Any attempted assignment or sublease by Lessee without the prior written consent of Lessor is a violation of this Lease. If Lessor shall consent to an assignment or sublease, any consent shall not be considered to be a consent to any other assignment or sublease.

13. INSURANCE.

A. *Insurance Coverage*, Lessee, at its own expense, shall maintain during the term comprehensive general liability insurance, and property damage insurance under policies issued by insurers of recognized responsibility having a combined single limit for any one occurrence of not less than five hundred thousand dollars (\$500,000.00) and not less than one million dollars (\$1,000,000.00) aggregate for personal injury, bodily injury, death, disease and damage or injury to or destruction of property (including its loss of use) occurring upon, in,

or about the Demised Premises. Lessee shall add Lessor as an insured party under the policy.

B. *Proof of Coverage.* On an annual basis, Lessee shall provide to Lessor proof of payment for the insurance required herein. Failure to purchase said insurance coverage or provide proof of payment for such insurance shall be a default under this lease.

14. VERBAL AGREEMENTS. It is hereby mutually agreed and understood that this Lease contains all agreements, promises and understandings between Lessor and Lessee and that there are no verbal or oral agreements, promises or understandings of any kind or nature and that no verbal or oral agreements, promises or understandings shall or will be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law.

15. BENEFIT. This Agreement shall be binding on, and inure to the benefit of; the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

16. EJECTMENT. When this lease shall be terminated by condition broken, either during the original term of this lease or any renewal or extension, and also when and as soon as the term hereby created or any extension shall have expired, it shall be lawful for any attorney as attorney for Lessor to file an agreement for entering in any competent court an amicable action and judgment in ejectment against Lessee and all persons claiming under Lessee for the recovery by Lessor of possession of the demised premises, for which this lease shall be his sufficient warrant, whereupon, if Lessor so desires, a writ of possession may issue, without any prior proceedings whatsoever, and provided that if for any reason after such action shall have been commenced the same shall be determined and the possession of the premises hereby demised remain in or be restored to Lessee. Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this lease, to bring one or more amicable action or actions to recover possession of the said premises.

17. REMEDIES. All of the remedies herein given to Lessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No termination of this lease or the taking or recovering of the premises shall deprive Lessor of any of its remedies or actions against the Lessee for violation of this Lease.

18. TERMINATION. It is hereby mutually agreed that either party may terminate this lease by giving to the other party written notice at least six months notice prior to the end of the Term or any extensions thereto. If neither party provides any written notice to terminate this Lease, upon expiration of the current Term, this lease shall continue upon the same terms and conditions in force of its term thereafter for a year to year Renewal Term following the original term unless or until terminated by either party hereto, giving the other 90 days written notice for removal previous to expiration of the then current term; PROVIDED, however, that should this lease be continued for a further period under the terms herein above-mentioned, and further provided, however, that if Lessor shall have given such written notice prior to the expiration of any term of its intention to change the terms and conditions of this lease, and Lessee shall not within thirty days from such notice notify Lessor of Lessee's intention to vacate the demised premises at the end of the current term, Lessee shall be considered as Lessee under the terms and conditions mentioned in such notice for a further

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term as above provided, or for such further term as may be stated in such notice. In the event that Lessee shall give notice, as stipulated in this lease, of intention to vacate the demised premises at the end of the present term, or any renewal or extension of it, and shall fail or refuse to vacate on the date designated by notice, then it is expressly agreed that Lessor shall have the option either (a) to disregard the notice so given as having no effect, in which case all the terms and conditions of this lease shall continue thereafter with full force precisely as if such notice had not been given, or (b) Lessor may, at any time within thirty days after the present term or any renewal or extension, give the said Lessee ten days' written notice of its intention to terminate the lease; whereupon the Lessee expressly agrees to vacate the premises at the expiration of the period of ten days specified in the notice. All powers granted to Lessor by this lease may be exercised and all obligations imposed upon Lessee by this lease shall be performed by Lessee as well during any extension of the original term of this lease as during the original term itself.

Notices. All statements, notices or other communications shall be deemed sufficiently given or rendered only if in writing and sent to Lessee or Lessor by certified or registered mail, return receipt requested, postage prepaid, as follows:

If to Lessee: 14 Morgan Road, Aston, Pennsylvania 19014

If to Lessor: 301 Iven Avenue, Wayne, Pennsylvania 19087-5297

or such other person or place as either party may designate by notice given as stated above. Notice shall be deemed received as of the date set forth on the return receipt.

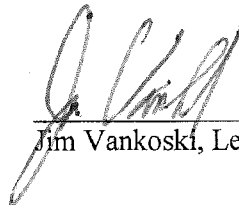
19. MODIFICATION. This Lease may only be modified, or a term thereof waived, by a writing signed by an authorized officer of both Lessee and Lessor.

20. SEVERABILITY. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year aforesaid.

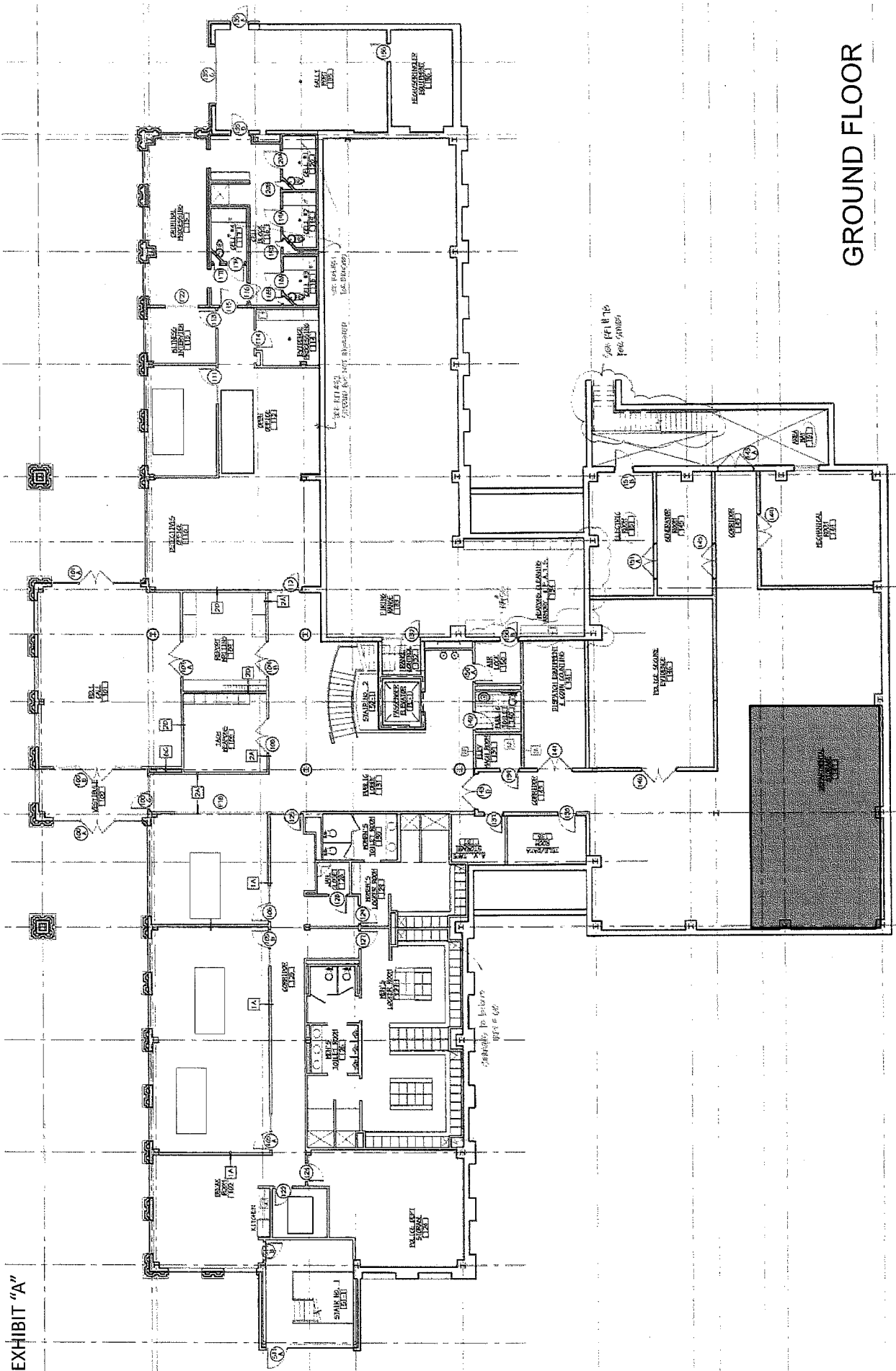


Robert Zrenkowski, Township Manager  
Radnor Township, Lessor



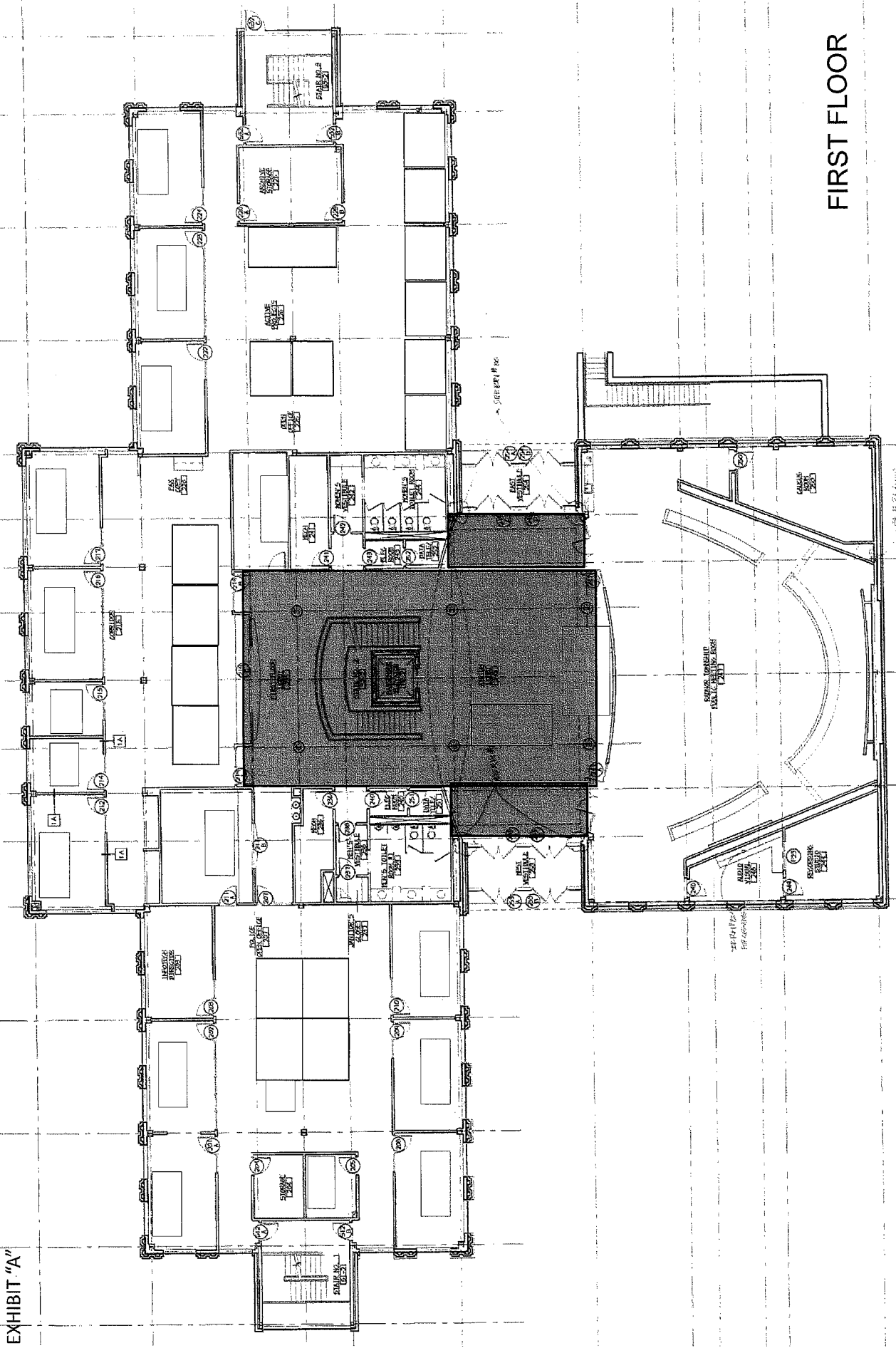
Jim Vankoski, Lessee

EXHIBIT "A"



GROUND FLOOR

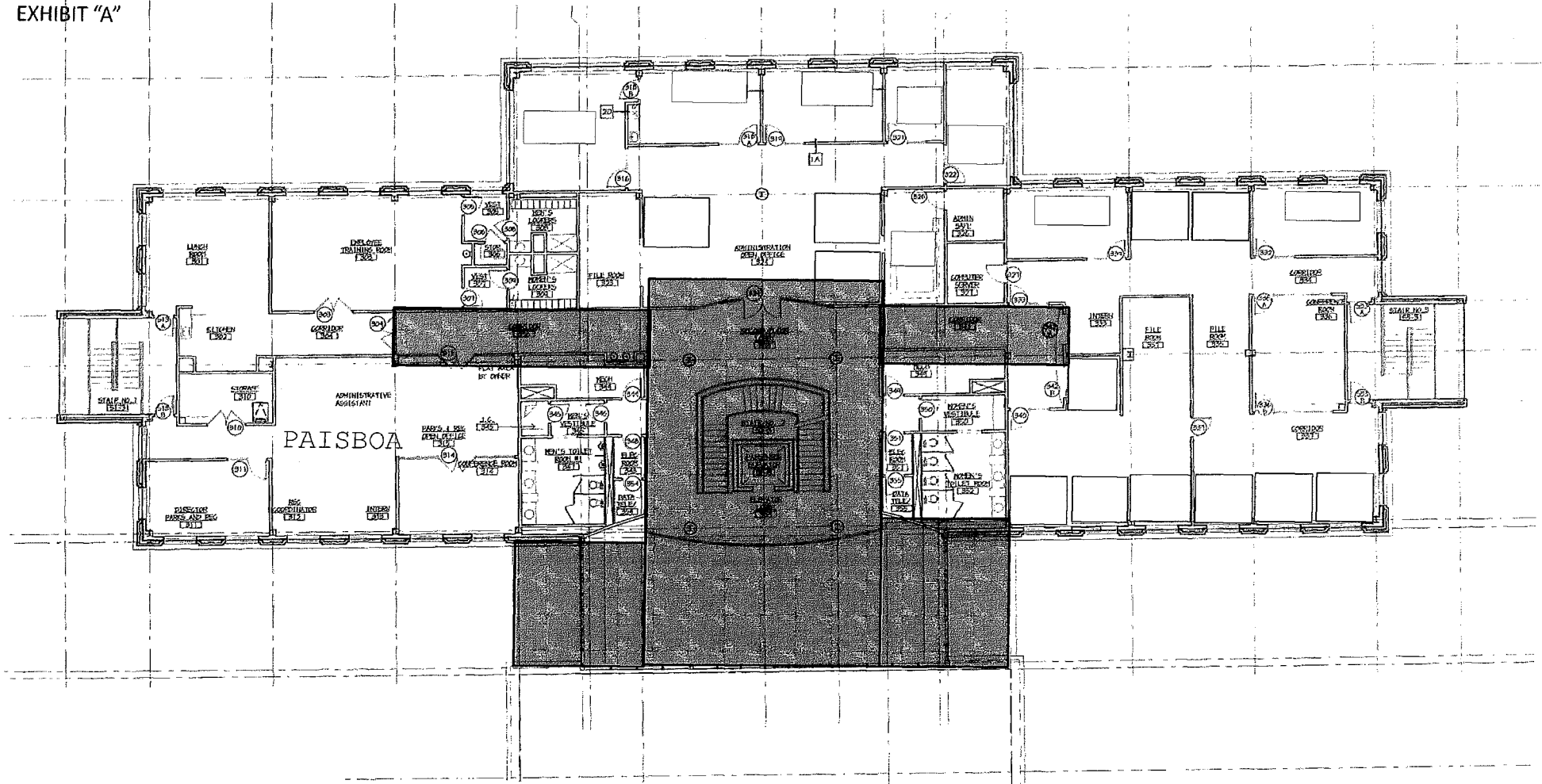
EXHIBIT "A"



FIRST FLOOR



EXHIBIT "A"



SECOND FLOOR

J. LAWRENCE GRIM, JR.  
MARY C. EBERLE  
JOHN B. RICE  
DIANNE C. MAGEE \*  
DALE EDWARD CAYA  
DAVID P. CARO \*  
DANIEL J. PACI \* †  
JONATHAN J. REISS †  
GREGORY E. GRIM †  
PETER NELSON \*  
PATRICK M. ARMSTRONG  
SEAN M. GRESH  
DIANE M. SODANO \*  
KELLY L. EBERLE \*  
COLBY S. GRIM  
JOEL STEINMAN  
MATTHEW E. HOOVER  
STEPHEN J. KRAMER

\* ALSO ADMITTED IN NEW JERSEY  
† ALSO ADMITTED IN NEW YORK  
‡ MASTERS IN TAXATION  
• ALSO A CERTIFIED PUBLIC ACCOUNTANT

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RESPECTIVELY  
121ST ANNIVERSARY 1895-2016

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PLEASE REPLY TO:  
PERKASIE  
John B. Rice  
e-mail: [jrice@grimlaw.com](mailto:jrice@grimlaw.com)

JOHN FREDERIC GRIM, OF COUNSEL  
104 S. SIXTH STREET  
P.O. BOX 215  
PERKASIE, PA. 18944-0215  
(215) 257-6811  
FAX (215) 257-5374  
(215) 536-1200  
FAX (215) 538-9588  
(215) 348-2199  
FAX (215) 348-2520

July 22, 2016

VIA ELECTRONIC CORRESPONDENCE

Delaware County Daily Times  
Attn: Legal Department  
500 Mildred Avenue  
Primos, PA 19018

Re: Radnor Township – Sports Legends Lease Ordinance

Dear Legal Department:

Enclosed please find for advertisement one (1) time in the August 1<sup>st</sup> edition of your newspaper, a Legal Notice for the possible enactment of the above ordinance by the Board of Commissioners of Radnor Township at their meeting on August 15, 2016. Kindly provide proof of publication and your invoice for the advertisement directly to Radnor Township, c/o Robert Zienkowski, 301 Iven Avenue, Wayne, PA 19087. A full copy of the text of the ordinance is enclosed for public inspection. If you have any questions regarding the enclosed, please do not hesitate to contact my office.

Sincerely,

**GRIM, BIEHN & THATCHER**

By: 

John B. Rice

JBR/hlp  
Enclosure

cc: Robert A. Zienkowski (w/encl.) – via email  
Jennifer Destefano (w/encl.) – via email

## LEGAL NOTICE

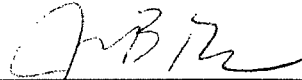
Notice is hereby given that the Board of Commissioners of the Township of Radnor, Delaware County, Pennsylvania, will consider for possible enactment an ordinance, of which this Notice is a summary, approving a Lease Agreement between the Township of Radnor and the Sports Legends of Delaware County, Inc. for a four (4) year term commencing on September 1, 2016.

The Board of Commissioners will hold a public hearing on August 15, 2016, at 6:30 p.m., at the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087 to consider the ordinance. Copies of the full text of the proposed ordinance are available at the Township offices, the Delaware County Law Library, and the offices of this newspaper during normal business hours.

RADNOR TOWNSHIP  
BOARD OF COMMISSIONERS  
301 Iven Avenue  
Wayne, PA 19087-5297

ATTEST:

I do hereby certify that this is a true and correct copy of the proposed Ordinance of Radnor Township, being advertised for possible adoption by the Radnor Township Board of Commissioners on August 15, 2016.



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John B. Rice, Esquire  
Grim, Biehn & Thatcher  
Township Solicitor