

**TOWNSHIP OF MIDDLETOWN
DELAWARE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 835

AN ORDINANCE AUTHORIZING MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, TO LEASE 0.68 ACRES OF LAND IN MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, BEING PROPERTY BETWEEN BALTIMORE PIKE AND LENNI ROAD IN MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA.

The Council of the Township of Middletown, Delaware County, Pennsylvania, hereby ENACTS and ORDAINS as follows:

Section 1. Pursuant to Section 212(H) of the Home Rule Charter and Section 4-45.B. of the Middletown Township Code, the Township of Middletown is hereby authorized to Lease \pm 0.68 acres of land located between Baltimore Pike and Lenni Road, in Middletown Township, Delaware County, Pennsylvania, identified as a portion of Delaware County Folio No. 27-00-01199-01, to Gerald J. and Susan Hale for continued maintenance and use as open space. The land to be leased is more particularly described on Exhibit "A" attached hereto and made a part hereof.

Section 2. The Township Manager and Township Solicitor are authorized to take any and all steps necessary for the leasing of the above property.

Section 3. The Lease must be approved by Township Council.

Section 4. This Ordinance shall be effective on the thirty-first day after its enactment.

ENACTED AND ORDAINED this 27th day of September 2021 at a regularly scheduled public meeting.

ATTEST:

By: 
John McMullan
Township Manager

**TOWNSHIP OF MIDDLETOWN
COUNCIL**

By: 
Mark Kirchgasser
Chairman of Council

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 27th day of September 2021, by and between the Township of Middletown, 27 North Pennell Road, Lima, Delaware County, PA 19037 ("Landlord") and Gerald J. and Susan Hale, 219 Lenni Road, Media, PA 19063 ("Tenant")(collectively, Landlord and Tenant are sometimes hereinafter referred to as the "Parties").

BACKGROUND STATEMENT

WHEREAS, by and through that certain Deed of Dedication recorded June 6, 1989 in the Delaware County Recorder of Deeds at Book 675, Page 1500 *et seq.* (the "Deed"), Landlord is the owner of a certain 0.68 parcel of vacant, open space land located between Baltimore Pike and Lenni Road, Middletown Township, Delaware County, PA, identified as a portion of Delaware County Folio No. 27-00-01199-01, and more particularly described in the legal description attached hereto, made a part hereof and marked as Exhibit "A", and identified as Parcel B on the Final Subdivision Plan of Property attached hereto, made a part hereof and marked as Exhibit "B (the "Leased Premises");

WHEREAS, pursuant to the Deed, the Leased Premises are to be maintained for open space purposes as deemed appropriate by the Landlord;

WHEREAS, Tenant is the owner of a parcel abutting the Leased Premises, known as 219 Lenni Road, Media, PA 19063;

WHEREAS, Tenant currently voluntarily maintains certain portions of the Leased Premises and has agreed to maintain the Leased Premises and preserve the Leased

Premises as open space in accordance with the conditions set forth herein for the term of this Lease Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. The Parties agree that the above Background Statement is hereby made a part of this Lease Agreement.

2. Landlord hereby rents to the Tenant the Leased Premises for an initial term commencing on the date of this Lease Agreement and extending until December 31, 2021 and thereafter continuing on a year-to-year basis, unless either Party cancels this Lease Agreement by providing the other Party written notice of cancellation at least thirty (30) days prior to December 31 of the year of cancellation.

3. The rental shall be One Dollar (\$1.00) per year or part thereof, the receipt and sufficiency of which is acknowledged herein.

4. During the term of this Lease Agreement, the Tenant shall mow the lawn and otherwise maintain the Leased Premises in good condition, preserving the Leased Premises as open space and using the Leased Premises for no other purposes except those consistent with open space use. As part of Tenant's maintenance obligations hereunder, Tenant shall remove all dead trees and fallen tree limbs, trash and debris from Leased Premises and take reasonable action necessary to preserve all other living trees on the Leased Premises.

5. Tenant shall not place any objects of any kind on the Leased Premises except "no dumping" posters, which postings shall be subject to the approval of the Landlord and compliance with all applicable Middletown Township Codes.

6. Prior to execution of this Agreement, and annually throughout the term of this Lease, Tenant will provide Landlord with a Certificate of Comprehensive General Liability Insurance evidencing liability coverage for the Leased Premises with minimum limits of two million dollars, naming Landlord, its agents, employees and assigns as additional insureds. The Policy and Certificates of Insurance shall provide that the insurance for the Leased Premises shall not be modified, cancelled, reduced or allowed to lapse, except upon thirty (30) days prior written notification (by Certified Mail, Return Receipt Requested) to Landlord.

7. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property arising out of or from any occurrence in, upon or at the Leased Premises or any part thereof occasioned wholly or in part by any negligence or other wrongful act or omission of the Tenant, its contractors, agents, employees, servants, licensees or invitees or any failure of the Tenant to perform or comply with the covenants, terms, conditions, agreements and limitations contained in this Lease Agreement. In the event Landlord is made a party to any litigation in connection with this Lease Agreement commenced by or against the Tenant, then the Tenant shall indemnify, defend and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation, except for a successful action commenced by the Tenant against Landlord.

8. The Leased Premises are presently exempt from real estate taxation. The Tenant agrees to assume and pay any and all real estate taxes which may be levied upon the Leased Premises as a result of this Lease Agreement.

9. The Tenant shall not assign this Lease Agreement or sublet the Leased Premises, or any part thereof.

10. The Tenant agrees to pay to Landlord the costs incurred by Landlord for legal, engineering and advertising related to the Middletown Ordinance permitting Landlord to enter into this Lease Agreement and the drafting of this Lease Agreement and matters related thereto.

11. All Notices or other communications given hereunder shall be deemed sufficiently given or rendered only if in writing and delivered in person or sent by Registered or Certified Mail, Postage Prepaid, Return Receipt Requested, or sent by nationally operating overnight courier service, addressed as follows:

If to Landlord:

Middletown Township
P.O. Box 157
Lima, PA 19037
Attention: Township Manager

If to the Tenant:

Gerald and Susan Hale
219 Lenni Road
Media, PA 19063

12. This Agreement constitutes the entire Agreement between the Parties and cannot be amended or altered unless in writing and signed by both Parties.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year above written.

LANDLORD:

MIDDLETOWN TOWNSHIP

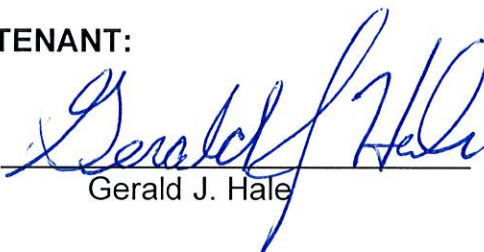
BY: _____


Mark Kirchgasser
Council Chairman

ATTEST: _____


John McMullan
Township Manager

TENANT:


Gerald J. Hale


Susan Hale

ATTEST: _____

