

ORDINANCE NO. 2026-057

AN ORDINANCE AUTHORIZING A THIRD AMENDMENT TO A LEASE OF LAND FOR PRIVATE REDEVELOPMENT WITH COLLEGE TOWN KENT, LLC TO CHANGE THE METHOD OF CALCULATION FOR THE ANNUAL PARKING LOT MAINTENANCE FEE AND DECLARING AN EMERGENCY.

WHEREAS, after review of the parking lot maintenance costs, the City is recommending modifying the maintenance fee calculation to align with the City's actual maintenance costs; and

WHEREAS, the 15-year period for the \$30,000 annual payment from College Town Kent is nearing completion and College Town Kent is requesting the City to provide a list of annual costs for the maintenance in the lot; and

WHEREAS, the City and College Town Kent are proposing a third amendment to the ground lease that will remove the language associated with the \$30,000 annual payment for maintenance costs and to add language stating College Town Kent is responsible for 29.76% of documented actual maintenance costs.

WHEREAS, the City will need to maintain records that will document the costs and this documentation and an invoice for 29.76% of the actual costs will be sent to College Town Kent within thirty (30) calendar days after the end of each calendar year.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio:

SECTION 1. That Kent City Council authorize the Third Amendment to a Lease of Land for Private Redevelopment with College Town Kent, LLC to change the method of calculation for the annual parking lot maintenance fee and are more fully outlined per Exhibit "A", attached hereto and made a part thereof.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediate after passage.

PASSED: June 17, 2026
Date

EFFECTIVE: June 17, 2026
Date

ATTEST: Kathleen Coleman
Kathleen Coleman
Clerk of Council


Jack Amrhein
Mayor and President of Council

I, KATHLEEN COLEMAN, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND
IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS
OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF *ORDINANCE No.*
2026-057, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON June 17, 2026.

(SEAL)


KATHLEEN COLEMAN
CLERK OF COUNCIL

THIRD AMENDMENT
TO
LEASE OF LAND FOR PRIVATE REDEVELOPMENT

This Third Amendment to the Lease of Land for Private Development (this "Third Amendment") is made and effective as of the ____ day of June, 2026, (the "Effective Date") and is entered into by and between the City of Kent, OH (the "City") and College Town Kent, LLC ("Lessee"). The City and Lessee are sometimes referred to individually as a "Party" and collectively as the "Parties".

PREAMBLES

A. WHEREAS, the City and Lessee entered into a written ground lease agreement, entitled Lease of Land For Private Redevelopment, dated September 6, 2011, (the "Original Lease"), concerning the certain real estate located in the City of Kent, Ohio and more fully described in the Original Lease; and,

B. WHEREAS the City and Lessee subsequently entered into two (2) amendments to the Original Lease, entitled "Amendment to Lease of Land For Private Redevelopment", dated December 19, 2011, (the "First Amendment") and "Second Amendment to Lease of Land For Private Redevelopment", dated January 8, 2013, (the "Second Amendment"), and;

C. WHEREAS, there have been no other amendments to the Original Lease, the First Amendment or the Second Amendment; and,

D. WHEREAS, the Original Lease and the First Amendment and Second Amendment are referred to hereinafter collectively as the "Lease"; and,

E. WHEREAS, the Lease contemplated the construction by the City of Public Improvements as more fully described in the Original Lease (Section 6 and Exhibit C) including a "surface parking lot" (the "Surface Lot"); and,

F. WHEREAS, the Lease required the City to manage and maintain the Surface Lot and required Lessee to pay the City Thirty Thousand Dollars (\$30,000.00) per year to assist with the City's maintenance costs (the "Maintenance Costs"); and,

G. WHEREAS, Maintenance Costs are defined as the costs incurred by the City to maintain and care for the Surface Lot including, but not limited to, sweeping and plowing the parking area, seal coating the asphalt, mowing grass, caring for the trees, irrigation system and landscaping, and other duties of a similar maintenance nature; and,

H. WHEREAS, the City and Lessee desire to amend the terms of the Lease by entering into this Third Amendment in order to amend and clarify their respective duties regarding maintenance of the Surface Lot and payment of the Maintenance Costs.

NOW, therefore, in consideration of the foregoing Preambles, the terms and conditions of this Third Amendment, the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and intending to be legally bound hereby, the Parties hereto agree that the Lease is hereby clarified and amended by the following provisions that are hereby incorporated into the Lease:

1. **Incorporation Of Preambles** The Preambles set forth above are true, accurate and correct in all material respects, form a material part of this Third Amendment, modify, clarify and amend the terms and conditions of the Lease and are incorporated into the Lease and this Third Amendment. Capitalized terms used herein, unless otherwise defined in this Third Amendment, shall have the same meaning as those given in the Lease.

2. **AMENDMENTS TO LEASE** The Lease is hereby amended, confirmed and/or clarified by adopting following provisions:

2.01 The obligation of Lessee to pay the City's Costs in the amount of Thirty Thousand Dollars (\$30,000.00) per year is hereby deleted from the Lease and, in substitution thereof, Lessee shall pay the City twenty-nine and 76/100 percent (29.76%) ("Lessee's Share") of the City's actual Maintenance Costs.

2.02 Lessee's Share, for 2026, shall be:

January through June	\$15,000.00
July through December	29.76% of the City's Documented Costs

2.03 After December 31, 2026 29.76% of the City's Documented Costs

2.04 The City shall prepare invoices and other documentation to verify the City's Costs that it actually incurred and paid for maintenance related costs during the calendar year and deliver the invoices and other documentation to Lessee within thirty (30) calendar days after the end of each calendar year. Lessee shall then pay the City the Lessee's Share within thirty (30) calendar days of Lessee's receipt of the invoices and other documentation.

3. **NOTICES** Any notice, communication, request, reply or advice (a "Notice") required or permitted to be given under and/or pursuant to the Lease or this Third Amendment must be in writing and shall be deemed given upon transmission of the Notice via electronic mail addressed to the Party to be notified (the "Notified Party") at the addresses set forth below so long as a copy of the Notice is also sent simultaneously to the Notified Party by any one (1) of the following additional methods: (a) depositing it with the United States Postal Service (the "USPS"), postage prepaid, by regular mail; (b) depositing it with the USPS and sent by certified mail, return receipt requested, postage prepaid; (c) delivering it in person. If a Party fails to provide a physical or street address, an operational email address, or provides an address to which the USPS is unable to deliver, then any of the forms described in (a) through (c) above may be utilized together with a telephone call if the intended Notified Party has provided an operational phone number. If a Party does not fully comply with the foregoing Notice procedure, any Notice will be deemed delivered if and when actually received by the other Party. This paragraph shall control any Notice between the City and Lessee except for specifically limited situations or circumstances as may be discussed more fully herein. If either the City or

Lessee desires to change its address said change shall be effective upon providing Notice thereof to the other Party.

Notice to the City:

Bridget Susel
Community Development Director
City of Kent
930 Overholt Road, Kent, Ohio 44240
Email: bridget.susel@kentohio.gov

Notice to Lessee:

College Town Kent, LLC
Attn: Michele and Sam Felton
12 Grandview Circle, Canonsburg, PA 15317-8533
PH: 514-724-8523 Email: michele.mavilla@stclairmgmt.com
sam.felton@stclairmgmt.com

with a copy to:

John P. Liekar, Jr.
12 Grandview Circle, Canonsburg, PA 15317-8533
PH: 514-724-8613 Email: john.liekar@centimark.com

4. **ENTIRE AGREEMENT** The Lease is not otherwise amended. To the extent any terms of the Lease or any addendum, appendix or exhibit thereto conflict with this Third Amendment, the terms of this Third Amendment shall control. This Third Amendment contains the full, final and entire agreement between the Parties hereto, and neither they nor their agents shall be bound by any verbal or written agreements, conditions or representations not contained and/or incorporated into this Third Amendment. The Lease and this Third Amendment, together with any attached exhibits and/or incorporated documents, constitutes the entire agreement and understanding of the Parties hereto respecting the subject matter of the Lease and this Third Amendment and correctly sets forth the obligations of the Parties to each other as of the Effective Date of this Third Amendment. All prior understandings and agreements, whether oral or written, are superseded by the Lease and this Third Amendment. There are no other representations, agreements, arrangements or understandings, oral or written, between or among the Parties hereto relating to the subject matter of this Third Amendment that are not fully expressed herein. Any agreements or representations, oral or written, respecting the subject matter of this Third Amendment, not expressly set forth herein, are null and void. Prior drafts of the Lease or this Third Amendment, or any changes to said prior drafts or negotiations relating to said prior drafts, shall not be used to interpret this Third Amendment, and such drafts, changes, and negotiations shall not be admissible into evidence in any legal proceedings. This Third Amendment: (i) shall not be amended or modified in any manner whatsoever except by a writing signed by officers of all Parties hereto, (ii) may not be verbally modified by any agent or representative of the Parties.

5. **Counterparts and Execution** This Third Amendment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument and shall become effective when counterparts have been signed by, and

IN WITNESS WHEREOF, the Parties hereto, intending this document to be a sealed instrument and to be legally bound hereby, and after having carefully reviewed this Third Amendment and all other documents and exhibits incorporated herein and being satisfied with the contents thereof, have hereunto set their hands and seals the day and year noted by their signature.

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Signature of Witness

John P. Liekar, Jr., General Counsel

Printed Name of Witness

Date of Signing: _____, 2026

Commonwealth of Pennsylvania

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) SS:

County of Washington

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On this the ____ day of _____, 2026, before me, a Notary Public in and for said County and State, personally appeared **John P. Liekar, Jr.**, General Counsel of College Town Kent, LLC, known to me, or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of College Town Kent, LLC, by himself, as such officer and desiring the same to be recorded as such, the same being his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:

Notary Public

