

BILL NO. 66-2007

AN ORDINANCE

**AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF READING AND LAND DISPLAYS, INC., TO PROVIDE A TWENTY YEAR LEASE FOR AN OFF PREMISES SIGN ON CITY OWNED PROPERTY IN EXCHANGE FOR THE PURCHASE AND INSTALLATION OF A DIGITAL SIGN.**

**WHEREAS**, the City of Reading is interested in placing a digital sign on the Penn Street bridge to be viewed by eastbound traffic entering the City; and

**WHEREAS**, Land Displays, Inc., is interested in obtaining a twenty year lease for an off premises sign on City owned property (PIN # 530620928299); and

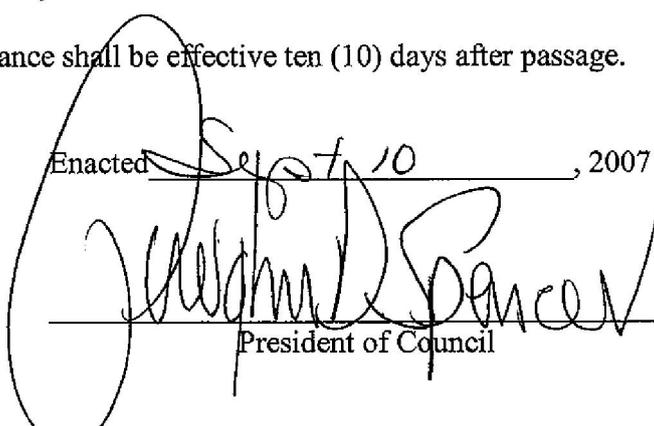
**WHEREAS**, the City of Reading and Land Display, Inc., desire to memorialize an agreement for the exchange of a twenty year lease for installation of a digital sign,

**NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:**

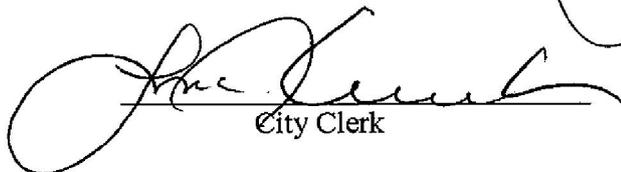
1. **SECTION 1.** The Mayor is authorized to execute the agreement between the City of Reading and Land Displays, Inc., (attached as Exhibit A), which provides for the City of Reading's twenty year lease of premises with PIN # 530620928299 to Land Displays, Inc., for an off premises sign in exchange for the installation of a digital sign on the Penn Street Bridge, Reading, Berks County, PA.

**SECTION 2.** This Ordinance shall be effective ten (10) days after passage.

Enacted Sept 10, 2007

  
\_\_\_\_\_  
President of Council

Attest:

  
\_\_\_\_\_  
City Clerk

(LAW DEPT.)

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance, passed by the Council of the City of Reading, on the 10 day of Sept, A. D. 2007. Witness my hand and seal of the said City this 10 day of Sept, A. D. 2007.

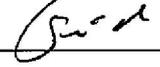
  
\_\_\_\_\_  
CITY CLERK

Submitted to Mayor: 

Date: 9-11-07

Received by the Mayor's Office: ms

Date: 9-11-07

Approved by Mayor: 

Date: 9/12/07

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

**LEASE AGREEMENT**

**THIS AGREEMENT OF LEASE**, effective as of this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ (“**LEASE**”), by and between the **CITY OF READING**, a municipal corporation of the Commonwealth of Pennsylvania (“**LESSOR**”);

AND

**LAND DISPLAYS, INC.**, a Pennsylvania Corporation, (“**LESSEE**”);

**WITNESSETH:**

WHEREAS, **LESSOR** is the fee owner of certain real property being, lying and situated in the City of Reading, Berks County, Pennsylvania, near Angelica Lake, and adjacent to Morgantown Rd., Route 10, as approximately depicted in attached Exhibit “A” and being PIN 530620928299 (the “Premises”);

WHEREAS, **LESSOR**, desires to lease said premises to **LESSEE** under certain terms and conditions in exchange for **LESSEE’S** installation of a digital sign at another location;

WHEREAS, **LESSOR** and **LESSEE** desires to formalize the terms and conditions of said agreement in this **LEASE**;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **LESSOR** and **LESSEE**, intending to be legally bound, hereby agree as follows:

1. **PREMISES:**

**LESSOR** hereby leases to **LESSEE**, and **LESSEE** hereby rents from **LESSOR**, upon and subject to the terms and conditions hereof, all that certain parcel situate in the City of Reading, Berks County, Pennsylvania, as approximately depicted in attached Exhibit “A” and being PIN 530620928299.

2. **TERM:**

This LEASE shall be for a term of twenty (20) years beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, and continuing until the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

3. **RENT:**

(a) In lieu of a set monetary figure as rent for the premises payable at certain intervals, LESSEE shall purchase and install a 5' x 10' digital sign in place of a certain existing sign on the Penn Street Bridge, Reading, Berks County, PA (See attached Exhibit "B" Proposal Synopsis). Included with the said sign is software which shall be capable of installation on any computer to control the message.

(b) LESSOR agrees to accept said sign and software in lieu of monetary rent payments during the term of the Lease and further assumes responsibility for any necessary electrical and/or phone line connections and maintenance to power the sign and update the message provided thereon.

4. **USE OF PREMISES & CONTINGENCY:**

(a) LESSEE shall use, occupy and be permitted to build and maintain a back-to-back billboard structure at the southwest edge of the premises. Said sign shall replace LESSEE'S existing sign currently located on Morgantown Road (See attached Exhibit "C" drawing);

(b) LESSEE shall obtain all required permits, local, state, etc., and comply with all ordinances (zoning, etc.) and any applicable law before erecting the back-to-back billboard structure on the premises and installation of the digital sign on the Penn Street bridge;

(c) LESSOR and LESSEE agree that the twenty year lease of the premises is contingent upon the purchase and installation of the digital sign (with software) on the Penn Street bridge.

5. **MAINTENANCE AND REPAIRS:**

(a) LESSEE shall be solely responsible for and/or make any repairs to: (i) the back-to-back billboard located on the premises; (ii) the general upkeep of the premises, including but not limited to the grounds, outer areas, and grass; (iii) the removal of trash; (iv) mowing lawns; and (v) removing snow, if required by local ordinance.

(b) LESSEE shall be solely responsible for maintenance and/or make any repairs to the digital sign installed by LESSEE on the Penn Street bridge.

(c) The **LESSEE**, at its own expense, shall keep the premises in a safe, sanitary and sightly condition, in good repair, and shall restore and yield them back to the **LESSOR** said premises upon the termination of this **LEASE** in such condition and repair, ordinary wear and tear excepted.

**7. ALTERATIONS, ADDITIONS AND IMPROVEMENTS BY LESSEE:**

(a) Except as heretofore provided in re the back-to-back billboard, **LESSEE** will not cause or permit any changes, alterations, repairs on any part of the premises unless approved by the **LESSOR**.

(b) With the exception of the back-to-back billboard, any and all improvements to said premises by the **LESSEE**, or done by others at the request of the **LESSEE**, shall remain on the premises and become **LESSOR**'s upon termination of this **LEASE**.

(c) **LESSEE** agrees to pay the cost of repairing any damage that may be done to the premises by any act of the **LESSEE** or any of **LESSEE**'s employees or agents or anyone visiting the premises upon the invitation of **LESSEE**. It is expressly agreed that the **LESSOR** shall determine whether any such damage has been done, the amount of that damage and the reasonable cost of repairing that damage, and whether it is one for which, under the terms of this agreement, **LESSEE** is to be held responsible. Notwithstanding the forgoing, **LESSEE** shall be permitted to have the statement setting forth the amount of damages reviewed by a trade professional of its choice to determine the reasonableness of the charge. In the event a dispute arises over the reasonableness of such costs and expenses, **LESSEE** shall not be deemed in default under this **LEASE** until ten (10) days after the dispute has been resolved.

**8. INSPECTION:**

The **LESSEE** stipulates that **LESSEE** has examined the premises prior to the execution of this **LEASE** and is satisfied with the physical condition of the premises, and **LESSEE**'s taking possession shall be conclusive evidence of its receipt of the premises in a safe, sanitary and sightly condition.

**9. RESPONSIBILITY AND INDEMNITY:**

(a) The **LESSEE** shall only assume all risks, based on or arising out of, the use and occupancy of the premises and shall only be responsible for all accidents or injuries of any nature to persons or property caused by its use and rental of the premises.

(b) **LESSEE** shall indemnify, defend upon request and hold **LESSOR**, its employees and agents harmless from and against all costs, damages, claims, liabilities and expenses (including attorneys' fees), losses and court costs suffered by or claimed against **LESSOR**, directly or indirectly, based on or arising out of, in whole or in part, the use and occupancy of the premises.

(c) The LESSOR assumes no responsibility for any property placed on the premises.

**10. INSURANCE:**

The LESSEE shall carry, at its own expense, with a company satisfactory to the LESSOR and authorized to do business in the Commonwealth of Pennsylvania, the following insurance coverage, and shall furnish the LESSOR certificates of the coverage which include LESSOR as an additional insured: (i) Property Damage insurance in the amount of \$ \_\_\_\_\_; and (ii) public/general liability insurance with the limit in the amount of \$1,000,000.00 for any one accident. The LESSOR is to be made a coinsured with the LESSEE on this insurance and the insurance policy is to contain a rider requiring that the LESSOR be notified \_\_\_\_\_ days in advance of any change or termination of the insurance policies.

**11. CASUALTY:**

In case the premises covered by this LEASE be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this LEASE by the LESSOR impossible, then the term of this LEASE shall end UNLESS the LESSEE elects to reconstruct and/or restore the premises for continued use pursuant to the terms of this LEASE.

**12. ASSIGNMENT AND SUBLETTING:**

The LESSEE shall not assign this LEASE, nor suffer any use of the premises other than originally intended without the prior written consent of the LESSOR. The LESSEE shall not sublease the premises unless prior approval by the LESSOR is obtained in writing.

**13. COMPLIANCE WITH LAWS:**

The LESSEE agrees that all persons, employees, or agents connected with the purposes for which the premises are rented shall comply with all laws of the United States, Commonwealth of Pennsylvania, and all ordinances / resolutions of the applicable municipality/borough.

**14. NOTICES:**

Any notice required to be sent shall be in writing and shall be mailed to the respective parties by posting it in the United States mail at the following addresses:

**LESSOR:**  
City of Reading, Department of Law  
Rm. 2-54, 815 Washington Street  
Reading, PA 19601

**LESSEE:**

Land Displays, Inc.  
1350 Schuylkill Avenue  
Reading, PA 19601

**15. GOVERNING LAW AND VENUE:**

This **LEASE** shall be construed in accordance with the law of the Commonwealth of Pennsylvania and the courts of Berks County, PA shall have jurisdiction of any dispute.

**16. PARTIES:**

This **LEASE** and all provisions shall be binding and inure to the benefit of the heirs, executors, administrators, successors, and assigns of both parties.

**17. CAPTIONS:**

The captions preceding the Paragraphs of this **LEASE** are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this **LEASE** nor in any way affect this **LEASE**.

**18. SEVERABILITY:**

If any provision of this **LEASE** shall be deemed to be invalid or unenforceable, the remainder of the provisions of this **LEASE** shall not be affected thereby and each and every provision of this **LEASE** shall be enforceable to the fullest extent permitted by law.

**19. INTERPRETATION:**

As used in this **LEASE** and when required by context, each number (singular or plural) shall include all numbers, and each gender shall include all genders. The term "person" as used herein means person, firm, association, or corporation, as the case may be. This **LEASE** was prepared and negotiated by the parties hereto and all clauses of this **LEASE** as an entirety shall be so construed regardless of, and without prejudice to, the party who actually memorializes this document in final form.

**20. AMENDMENT:**

No alteration, amendment, change or addition to this **LEASE** shall be binding upon **LESSOR** or **LESSEE** unless reduced to writing and signed by each party.

21. **ENTIRE AGREEMENT:**

This **LEASE** constitutes and expresses the whole **LEASE** of the parties hereto with reference to the subject matter hereof and to any of the matters or things herein provided for or hereinbefore discussed or mentioned in reference to the subject matter hereof; all prior promises, undertakings, representations, agreements, understandings and arrangements are null and void unless in writing as part of this **LEASE**.

IN WITNESS WHEREOF, **LESSOR** and **LESSEE** do hereby execute this Agreement as of the date set forth above by their duly authorized representatives.

CITY OF READING

LAND DISPLAYS, INC.

By: \_\_\_\_\_  
THOMAS M. McMAHON  
MAYOR

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

Attest: \_\_\_\_\_  
CITY CLERK

Attest: \_\_\_\_\_