

RESOLUTION NO. 2011 - 91

**A RESOLUTION AUTHORIZING A RENTAL OF THE REAL PROPERTY LOCATED AT 4713 ORCHARD LANE IN SYCAMORE TOWNSHIP**

WHEREAS, the Board of Township of Sycamore Township is acquiring the real property located at 4713 Orchard Lane, Sycamore Township, Ohio 45236 (the "Real Property"); and

WHEREAS, in order to defray the expenses of the Real Property and in order to provide a positive cash flow from the Real Property, the Board wishes to enter into a rental agreement of the Real Property pursuant to the authority granted it under ORC 505.11;

NOW THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Sycamore Township, State of Ohio:

**SECTION 1.** The Board hereby approves the rental agreement of the Real Property with in substantially the same form as the attached Exhibit A. The President of the Board, or the Township Administrator, or the Assistant Township Administrator is hereby authorized and directed to execute the rental agreement and any other documents necessary in order to put the rental agreement into affect.

**VOTE RECORD:**

Mr. Bishop A/E Mr. Connor A/E Mr. Weidman ABSENT

Passed at a meeting of the Board of Township Trustees of Sycamore Township this 4<sup>th</sup> day of October, 2011.

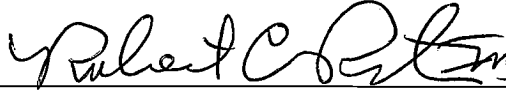
ABSENT  
Thomas J. Weidman, President

Cliff W. Bishop  
Cliff W. Bishop, Vice President

Dennis W. Connor  
Dennis W. Connor, Trustee


**AUTHENTICATION**

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 4<sup>th</sup> day of October, 2011.




Robert C. Porter III, Fiscal Officer  
Sycamore Township, Ohio

**APPROVED AS TO FORM:**

  
R. Douglas Miller, Law Director

**PROOF OF PUBLICATION**

I hereby certify that I have published this Resolution on \_\_\_\_\_ by posting in the five most public places as established by the Board of Township Trustees such places being the Sycamore Township Government Complex, Bob Meyer Park, Bechtold Park, the Robert L. Schuler Sports Complex, and the Clete McDaniel Sports Complex.

A handwritten signature in black ink, appearing to read "Robert C. Porter III", written over a horizontal line.

Robert C. Porter III, Fiscal Officer

## RENTAL AGREEMENT

This Rental Agreement is entered into this \_\_\_\_\_ day of October 2011, between the Board of Township Trustees of Sycamore Township, Ohio, 8540 Kenwood Road, Cincinnati, Ohio 45236 (hereinafter referred to as "Landlord"), and Kay Miller, (hereinafter referred to as "Renter").

Landlord, in consideration of the rent, covenants, and agreements of the Renter, hereinafter set forth and subject to the conditions in this agreement contained, does hereby rent to the Renter the following property: 4713 Orchard Lane, Cincinnati, Ohio 45231 (the "Premises").

1. TERM: The term of this Rental Agreement shall be month to month, commencing October 5, 2011.
  
2. RENT: The Renter shall pay to the landlord as rent Six Hundred Seventy Five and no/100 Dollars (\$675.00) per month in advance of the first day of each month throughout the term of this Agreement. The rent shall be payable to the Landlord at the address set forth or to such other place as the Landlord may designate by notice in writing to the Renter.
  
3. REPAIR & MAINTENANCE: Renter, at her sole expense, shall keep and maintain the premises in a safe and sanitary condition including lawn and shrubbery maintenance and cutting and snow removal.

The Renter shall make no structural changes, alterations, modifications, or additions to the premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld. All alterations, additions, or improvements that may be made by Renter upon the premises shall be done at the expense of Renter, and shall not thereafter be removed but shall become and remain the property of the Landlord. Any alterations made by Renter shall comply with all federal, state or local rules, regulations, and ordinances.

All alterations shall be made and performed by Renter in a sound workmanlike first class manner and shall be at least equal in quality to the original work and shall be such as not to weaken the structure of the premises.

4. TAXES, ASSESSMENTS & INSURANCE: Landlord shall pay all real estate taxes and installments of assessments, if any, levied against the property when due.

Landlord shall be responsible for providing insurance coverage for the premises. Landlord shall not be responsible for damage to any items not due to Landlord's negligence.

Renter shall maintain insurance coverage for any of her personal property Renter keeps on the Premises. Landlord shall have no responsibility for any damage to Renter or Renter's property. Renter shall furnish proof of such insurance to Landlord.

5. UTILITIES: Renter shall, at her sole cost and expense, obtain and promptly pay for all

utilities and services required for the operation of, furnished to, or consumed on or about the premises during the term of this Rental Agreement, including without limitation, electricity, natural gas, water, sewer, heat, cable, satellite and telephone, and all assessments, charges, and surcharges of any nature and type for or in connection with any of the foregoing.

6. FIRE OR OTHER DESTRUCTION: If the Premises should be damaged or destroyed by fire or other casualty, so as to render the premises untenable, then this Rental Agreement shall be voidable at the option of either party, by giving written notice to the other party within ten (10) days of such casualty. Failure to so notify the other party shall constitute an intention on the part of the Renter to continue this Rental Agreement.

7. MECHANICS LIENS: Renter shall not cause any mechanics lien to be filed against the premises. In the event Renter does cause a mechanics lien to be filed, Renter shall promptly take such steps as are necessary in order to have the mechanics lien removed or released.

8. RULES AND REGULATIONS: Renter agrees to be bound by all rules, laws, regulations, covenants, and ordinances surrounding the premises and shall take such steps as are necessary to insure that Renter will not cause Landlord to be in violation of any of the foregoing.

9. INDEMNIFICATION: Renter shall indemnify and hold Landlord harmless from any and all claims or causes of action brought by any third party or by Renter in regard to Renter's tenancy in the premises during the term of this Rental Agreement, including any claims brought by Renter's guests, invitees and licensees.

10. QUIET ENJOYMENT: Renter covenants that upon Landlord paying the rent and observing and performing all of the terms, covenants, and conditions of this Rental Agreement, Renter may peaceably and quietly enjoy the rented premises subject to the terms and conditions of this Rental Agreement.

11. DEFAULT AND WAIVER: If the rent or any part thereof shall at any time be in arrears and unpaid for a period of five (5) days after it shall become due, and after written demand has been made therefore, or if the Renter shall fail to keep and perform any of the other covenants and agreements required under this Rental Agreement to be kept and performed, or if Renter shall abandon the premises during the term hereof, or if Renter or any assignee of this Rental Agreement shall make an assignment for the benefit of their creditors or be adjudicated a bankrupt, or if the interest of the Renter shall be sold under execution or other legal process, or if a receiver or trustee is appointed for the property of Renter or any assignee, Landlord may re-enter the premises and possess and enjoy the same as if this Rental Agreement had not been made, and this Rental Agreement and everything herein contained on the part of Landlord to be kept and performed shall cease, and be void without prejudice, however, to Landlord's right of action for arrears of rent and/or breach of covenant. In case of any such default and re-entry, Landlord may re-let the premises for the remainder of the term and may recover from the Renter any damages sustained by it.

The waiver by the Landlord of any breach of any of the covenants or conditions by the Renter, or the consent by the Landlord to assignment by the Renter shall not affect the right of

remedy of the Landlord for any future beach or assignment with consent. Such right or remedy may be pursued as if no such waiver or consent had been given.

12. CONDITION OF THE PREMISES: At the termination of this Rental Agreement, Renter shall deliver the premises to the Landlord in the present condition, reasonable and ordinary wear and tear excepted.

13. BINDING EFFECT: This Rental Agreement shall be binding upon and enure to the benefit of the parties, their respective heirs, successors, and assigns. Renter may not assign this Rental Agreement without the express written consent of Landlord, which consent may be withheld for any reason.

14. ENTIRE AGREEMENT: This Rental Agreement shall be governed by the laws of the State of Ohio. This Rental Agreement contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify, discharge, or affect this agreement unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, or discharge is sought.

15. SEVERABILITY: If any term or provision of this Rental Agreement or the application thereof to any person and circumstance to any extent is invalid or unenforceable, the remainder of this Rental Agreement or the application of such term or provision shall be valid and shall be enforceable to the fullest extent permitted by law.

16. NOTICES: All notices, communications, requests, approvals, consents, and demands herein required to be given or made shall be in writing and shall be deemed to be served when deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, addressed to the parties at the addresses set forth at the beginning of this agreement of Rental Agreement.

**The rest of this page is intentionally left blank – signature page follows**

IN WITNESS WHEREOF the parties hereunto set their hands on the day and year first above written.

**BOARD OF TOWNSHIP TRUSTEES  
OF SYCAMORE TOWNSHIP, OHIO**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Bruce A. Raabe,  
Township Administrator

\_\_\_\_\_  
Witness

**RENTER:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kay Miller

\_\_\_\_\_  
Witness

STATE OF OHIO            )  
  SS:  
COUNTY OF HAMILTON    )

Before me, the undersigned, a Notary Public of the state and county aforementioned, personally appeared Bruce A. Raabe, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal this \_\_\_\_\_ day of October, 2011.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_.

STATE OF OHIO                    )  
  SS:  
COUNTY OF HAMILTON    )

Before me, the undersigned, a Notary Public of the state and county aforementioned, personally appeared Kay Miller, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this \_\_\_\_\_ day of October, 2011.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_.