

First Reading: April 16, 2009

Second Reading: Dispensed

RESOLUTION NO. 2009 - 43

**A RESOLUTION AUTHORIZING A LEASE WITH THE
HAMILTON COUNTY COMMISSIONERS**

WHEREAS, the Board of Township Trustees of Sycamore Township desires to enter into a lease with the Hamilton County Board of County Commissioners for the lease of the Kenwood Gardens area;

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

SECTION 1. That the attached lease between the Board of Township Trustees of Sycamore Township and the Board of County Commissioners of Hamilton County is hereby approved and ratified and the President of the Board and Fiscal Officer are hereby authorized to execute the lease on behalf of Sycamore Township.

SECTION 2. The Trustees of Sycamore Township upon majority vote do hereby dispense with any requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

SECTION 3. This Resolution shall take effect on the earliest date allowed by law.


VOTE RECORD:

Mr. Bishop YES Mr. Kent ABSENT Mr. Weidman YES


Passed at a meeting of the Board of Township Trustees of Sycamore Township this 16th day of April, 2009.



Thomas J. Weidman, President



Cliff W. Bishop, Vice President



Richard C. Kent, Trustee

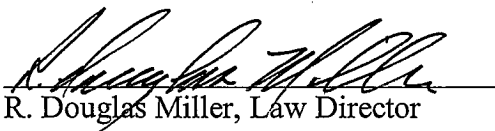
AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 16th day of April, 2009.



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

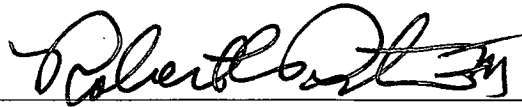
APPROVED AS TO FORM:



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 Township Hall, Bob Meyer Park, Bechtold Park, North Sycamore Recreational Facility, and the North Fire Station, Station 93.

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

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

LEASE AGREEMENT

WHEREAS, Hamilton County, Ohio, is the owner of a tract of land located at the southwest corner of Galbraith and Montgomery Roads in Hamilton County, Ohio; and

WHEREAS, the aforesaid tract of land is presently used as a public park and, by virtue of a prior lease, is maintained as such by Sycamore Township; and

WHEREAS, the Board of Township Trustees of Sycamore Township, Hamilton County desires to continue the maintenance and control of said tract of land as a public park and to further beautify said tract with seasonal plantings; and

WHEREAS, Hamilton County has agreed to lease to the Township Trustees of Sycamore Township the aforesaid tract of land upon certain terms and conditions hereinafter stated;

NOW, THEREFORE, the parties hereto agree as follows:

This Lease is made and entered into by and between the Board of County Commissioners of Hamilton County, Ohio, hereinafter referred to as Lessor, and the Board of Township Trustees of Sycamore Township, Hamilton County, Ohio, hereinafter referred to as Lessee.

WITNESSETH:

Lessor does hereby let and lease unto Lessee, upon the terms and provisions hereinafter set forth, the premises situated at the southeast corner of Galbraith and Montgomery Roads in Hamilton County, Ohio, which premises are more particularly described as follows:

Situate in Section 7, Township 4, Entire Range 1, Sycamore Township, Hamilton County, Ohio, and being more particularly described as follows:

Commencing at the northwest corner of Section 7; thence South 81° 38' East along the north line of Section 7, 3430.21 feet to a point in the northwesterly line of Montgomery Road; thence South 41° 40' West along the northwesterly line of Montgomery Road 219.40 feet to the place of beginning for the lease herein to be described; thence continuing along the northwesterly line of Montgomery Road South 41° 40' West 60.30 feet; thence North 55° 44' West, 248.26 feet; thence North 16° 48' East, 74.01 feet; thence South 81° 56' 30" East, 206.70 feet to a point on a curve not tangent to the last described course; thence on the arc of a curve bearing to the right and having a radius of 90.50 feet, 156.86 feet said arc being subtended by a chord bearing South 8° 00' East, 137.95 feet to a point of tangency and the place of beginning. Containing 0.778 acres of land and being part of the premises conveyed to the County Commissioners in Deed Book 1777, page 475, Hamilton County Recorder's Office LESS AND EXCEPT those portions of the above described property conveyed to the State of Ohio by deed dated December 30, 2002 and recorded in Deed Book 9222, page 5908. Said premises are illustrated in Exhibit A hereto.

To have and to hold for the term of five (5) years, commencing on May 1, 2009 and ending on April 30, 2014.

Lessee hereby covenants and agrees to pay Lessor as rent for the above-described premises, the sum of One Dollar (\$1.00) payable upon commencement of the Lease.

Lessee shall have the right and option to renew this Lease for a further term of five (5) years beginning on May 1, 2014 and ending on April 30, 2019 subject to all the covenants, provisions and agreements of this Lease. Lessee shall exercise said option by giving Lessor written notice thereof not less than fifteen (15) days prior to the expiration of the initial term of this Lease and by payment of the sum of One Dollar (\$1.00) as rent for the renewal term.

The Lessee agrees that the demised premises shall be used and occupied only as a public park and such other purposes as may be incidental thereto.

The Lessee agrees that no vehicular access shall be permitted from Montgomery Road to the premises hereby demised.

It is agreed by and between the parties hereto that this Lease may be terminated at any time the Lessor determines, in its sole discretion, that the demised premises are needed for public purposes.

And said Lessee, for itself and its successors and assigns, does hereby covenant and agree with said Lessor, its successors and assigns, that it will not do or suffer any waste therein, or use said premises for any unlawful purposes, nor assign this Lease, nor underlet said premises, nor any part thereof, and that at the end of said term it will deliver up said premises in as good order and condition as they now are, or may be put by said Lessee.

Provided, however, that if said Lessee shall assign this lease, or underlet said leased premises, or any part thereof, or if said Lessee's interest therein shall be sold under execution or other legal process, without the written consent of said Lessor, its successors and assigns, first had; or if said Lessee, its successors or assigns, shall fail to keep any of the other covenants of this Lease, it shall be lawful for said Lessor, its successors or assigns, into said premises to re-enter, and the same to have again, repossess and enjoy, as in first and former estate; and thereupon this Lease, and everything herein contained on the said Lessor's behalf to be done and performed, shall cease, determine, and be utterly void.

And said Lessor, for itself and for its successors and assigns, covenants and agrees with said Lessee, its successors and assigns, that said Lessee's paying the rents, and observing and keeping the covenants of this Lease on its part to be kept, shall lawfully, peaceably, and quietly hold, occupy, and enjoy said premises, during said term, without any let, hindrance, ejection or molestation by said Lessor, or its successors and assigns, or any person or persons lawfully claiming under them.

IN WITNESS WHEREOF, the said Lessor and Lessee have hereunto set their hands,
the Lessor on the ____ day of _____, 2009 and the Lessee on the ____ day of
_____, 2009.

BOARD OF COUNTY COMMISSIONERS
OF HAMILTON COUNTY, OHIO

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

BE IT REMEMBERED, that on the ____ day of _____, 2009, before me, the
undersigned, a Notary Public in and for the state and county aforesaid, personally came
_____, constituting the BOARD OF COUNTY
COMMISSIONERS OF HAMILTON COUNTY, OHIO and acknowledged that they did
execute said instrument for and on behalf of said county in that said instrument is the free act and
deed of said Board and of themselves as such Commissioners thereof.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my
Notarial seal, on the day and year last aforesaid.

Notary Public

BOARD OF TRUSTEES OF SYCAMORE
TOWNSHIP, HAMILTON COUNTY,
OHIO

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

BE IT REMEMBERED, that on the _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally came CLIFFORD W. BISHOP, THOMAS J. WEIDMAN, and RICHARD C. KENT, constituting the BOARD OF TOWNSHIP TRUSTEES OF SYCAMORE TOWNSHIP, HAMILTON COUNTY, OHIO, and acknowledged that they did execute said instrument for and on behalf of said township in that said instrument is the free act and deed of said Board and of themselves as such Trustees thereof.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial seal, on the day and year last aforesaid.

Notary Public