

First Reading: December 18, 2018
Second Reading: dispensed

RESOLUTION NO. 2018 - 151

**A RESOLUTION AUTHORIZING A RENTAL OF A PORTION OF THE PROPERTY
LOCATED AT 7781 MONTGOMERY ROAD IN SYCAMORE TOWNSHIP AND
DISPENSING WITH A SECOND READING**

WHEREAS, in order to defray the expenses of the real property located at 7781 Montgomery Road, Sycamore Township, Ohio 45236 (the "Real Property") and in order to provide a 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 attached Rental Agreement of the Real Property in substantially the same form as the attached Exhibit A. The 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 effect.

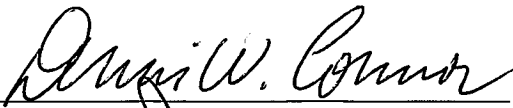
SECTION 2. The Trustees of Sycamore Township upon at least a majority vote hereby dispense with any requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

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

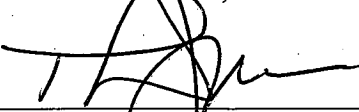
VOTE RECORD:

Mr. Connor AYE Mr. LaBarbara AYE Mr. Weidman AYE


Passed at a meeting of the Board of Township Trustees of Sycamore Township this 18th day of December, 2018.



Dennis W. Connor, President




Thomas J. Weidman, Vice President



Jim LaBarbara, Trustee

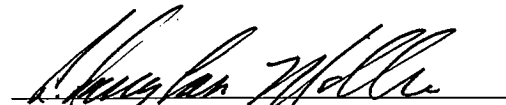
AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 18th day of December, 2018.



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

APPROVED AS TO FORM:



R. Douglas Miller, Law Director

RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into on the 14th day of December, 2018 to be effective on the 1st day of February 2018, between the Board of Township Trustees of Sycamore Township, Hamilton County, Ohio, 8540 Kenwood Road, Cincinnati, Ohio 45236 (hereinafter referred to as "Landlord"), and Norton Outdoor Advertising, Inc., 5280 Kennedy Avenue, Cincinnati, Ohio 45213 (hereinafter referred to as "Renter").

Landlord is an Ohio township and is the owner of the real property located at 7781 Montgomery Road, Cincinnati, Ohio 45236 (the "Real Property");

Renter is in the business of installing outdoor advertising signs and currently has a billboard sign installed on the Real Property under a prior lease that has terminated as determined in Hamilton County Common Pleas Court Case Number A1405254 and First District Court of Appeals Case Number C1600243; and

The parties wish to enter into a month-to-month rental agreement whereby Renter may continue to keep its sign on the Real Property until such time as Landlord determines that it wants the sign removed;

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 agree to rent to the Renter space on the Real Property that is the area where the billboard is currently located (the "Premises").

1. **TERM:** The term of this Rental Agreement shall be month to month, effective February 1, 2018. This Rental Agreement may be terminated by either party by giving thirty (30) days written notice of the termination.
2. **RENT:** The Renter shall pay to the Landlord, as rent, Two Thousand and no/100 Dollars (\$2000.00) per month in advance of the first day of each month throughout the term of this Agreement. Tenant has been making payments of \$1,000.00 per month since February 1, 2018. Because this Agreement is effective as of February 1, 2018 and the rent amount effective on that date is \$2,000.00, Tenant shall pay to Landlord, upon the execution of the Agreement \$1,000.00 times the number of months since February 1, 2018 until this Agreement is executed by the parties. By way of example only, if this Agreement is executed on October 5, 2015, Tenant shall pay an additional amount of \$9,000.00 with the execution of this Agreement to make up the difference of rent payable and amounts paid since February 1, 2018. Thereafter, Tenant shall pay \$2,000.00 as the monthly rent under this Agreement on or before the first day of each month until the termination of this Agreement The rent shall be payable to the Landlord at the address set forth above or to such other place as the Landlord may designate by notice in writing to the Renter.
3. **REPAIR & MAINTENANCE:** Renter, at its sole expense, shall keep and maintain the Premises in a safe and sanitary condition.

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, except that Tenant may make changes to the sign copy and Tenant may make repairs and maintenance to keep the billboard in a safe and sanitary condition without approval of Landlord. All work performed upon the Premises shall be done at the expense of Renter. Any alterations made by Renter shall comply with all federal, state or local rules, regulations, and ordinances.

All work performed on the Premises shall be made and performed by Renter in a sound workmanlike first-class manner and shall be such as not to weaken the billboard structure on the Real Property.

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

Renter shall maintain insurance coverage, both property and casualty and liability, covering any of its property maintained on the Real Property in amounts approved in writing by Landlord. 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 its 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 or Tenant's property should be damaged or destroyed by fire or other casualty, then this Rental Agreement shall be terminated immediately.

7. MECHANICS LIENS: Renter shall not cause any mechanics lien to be filed against the Real Property. 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 Real Property 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 damages, claims or any other cause or causes of action brought by any third party or by Renter in regard to Renter's tenancy in the Real Property during the term of this Rental Agreement, including any claims brought by Renter's employees, agents, guests, invitees and licensees.

10. QUIET ENJOYMENT: Landlord covenants that upon Renter 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. Landlord shall not obstruct the view of the signs.

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, 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 Real Property 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 breach 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: The signs are the personal property of Renter and, at the termination of this Rental Agreement, Renter shall immediately remove the Billboard and all structural property or components thereto located on the Real Property by removing all above-ground portions of the signs. If needed for construction purposes or requested by a purchaser of the Property, Renter shall additionally remove the below-grade portions of the signs and supports located within four feet (4') of the ground level. Renter shall deliver the premises to Landlord in good condition, reasonable and ordinary wear and tear excepted.

13. BINDING EFFECT: This Rental Agreement shall be binding upon and inure 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.

17. RECORDING: This Agreement shall not be recorded in the public records. However, Tenant will provide Landlord a release, suitable for recording in the office of the Hamilton County, Ohio Recorder that the document entitled Norton Outdoor Advertising #407 and recorded in Book 10531, Page 1676 of the Official Records of the Hamilton County, Ohio Recorder on April 24, 2007 has terminated.

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

IN WITNESS WHEREOF the parties hereunto set their hands.

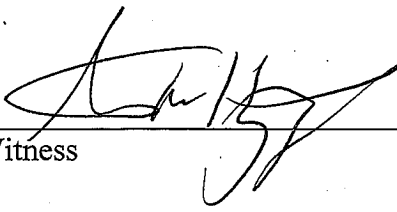
**LANDLORD:
BOARD OF TOWNSHIP TRUSTEES
OF SYCAMORE TOWNSHIP, OHIO**

Witness

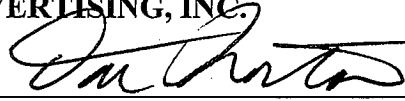
By: _____
Greg Bickford
Township Administrator

Witness

**RENTER:
NORTON OUTDOOR
ADVERTISING, INC.**



Witness

By: 

Witness

STATE OF OHIO)
 SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public of the state and county aforementioned, personally appeared Greg Bickford, 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, 2018.

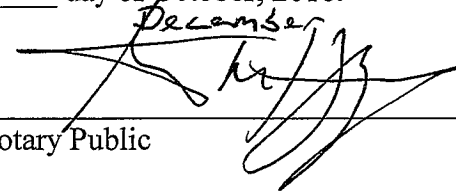
Notary Public

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 DAN NORTON, CEO of Norton Outdoor Advertising, Inc. 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 on behalf of Norton Outdoor Advertising, Inc. for the purposes therein contained.

WITNESS my hand and official seal this 14th day of ~~October~~, 2018.



Notary Public


My Commission Expires Notary Public, State of Ohio
My Commission Expires
March 2, 2019