

First Reading: March 14, 2017
Second Reading: dispensed

RESOLUTION NO. 2017 - 21

**A RESOLUTION AUTHORIZING A RENTAL OF THE REAL PROPERTY LOCATED
AT 4713 ORCHARD LANE IN SYCAMORE TOWNSHIP AND DISPENSING WITH A
SECOND READING**

WHEREAS, in order to defray the expenses of the real property located at 4713 Orchard Lane, Sycamore Township, Ohio 45236 (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 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.

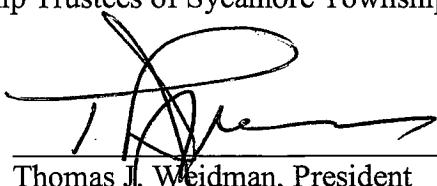
SECTION 2. The Trustees of Sycamore Township upon at least a majority vote hereby dispense with any requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

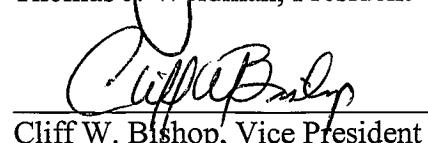
SECTION 3. This Resolution shall take effect on the earliest date allowed by law.

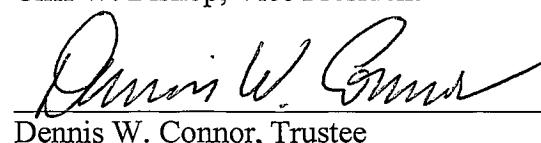
VOTE RECORD:

Mr. Bishop Aye Mr. Connor Aye Mr. Weidman Aye

Passed at a meeting of the Board of Township Trustees of Sycamore Township this 14th day of March, 2017.


Thomas J. Weidman, President


Cliff W. Bishop, Vice President


Dennis W. Connor, Trustee

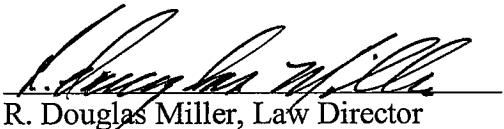
AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Township Fiscal Officer of Sycamore Township this 14th day of March, 2017.



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

APPROVED AS TO FORM:



R. Douglas Miller, Law Director

RENTAL AGREEMENT

This Rental Agreement is entered into this _____ day of March, 2017, between the Board of Township Trustees of Sycamore Township, Ohio, 8540 Kenwood Road, Cincinnati, Ohio 45236 (hereinafter referred to as "Landlord"), and Robert Smith, (hereinafter referred to as "Renters").

Landlord, in consideration of the rent, covenants, and agreements of the Renters hereinafter set forth and subject to the conditions in this agreement contained, does hereby rent to the Renters the following property: 4713 Orchard Lane, Cincinnati, Ohio 45236 (the "Premises").

1. TERM: The term of this Rental Agreement shall be one year, commencing March 15, 2015 and ending March 31, 2018. If Renters remain in the premises beyond March 31, 2018, the tenancy shall be month to month.

2. RENT: The Renters shall pay to the landlord as rent Seven Hundred Fifty and no/100 Dollars (\$750.00) per month in advance beginning April 1, 2017 and on the first day of each month thereafter, throughout the term 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 Renters. The rent for the period March 15, 2017 through March 31, 2017 shall be payable in the amount of \$375.00 payable upon the execution of this Rental Agreement.

3. REPAIR & MAINTENANCE: Renters, at their sole expense, shall keep and maintain the premises in a safe and sanitary condition including lawn and shrubbery maintenance and cutting grass and snow removal.

The Renters 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 Renters upon the premises shall be done at the expense of Renters, and shall not thereafter be removed but shall become and remain the property of the Landlord. Any alterations made by Renters shall comply with all federal, state or local rules, regulations, and ordinances.

All alterations shall be made and performed by Renters 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. Renters shall maintain insurance coverage for any of their personal property Renters keep on the Premises. Landlord shall have no responsibility for any damage to Renters or Renters' property. Renters shall furnish proof of such insurance to Landlord.

5. UTILITIES: Renters shall, at their 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 Renters to continue this Rental Agreement.

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

8. RULES AND REGULATIONS: Renters agree 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 Renters will not cause Landlord to be in violation of any of the foregoing.

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

10. QUIET ENJOYMENT: Landlord covenants that upon Renters paying the rent and observing and performing all of the terms, covenants, and conditions of this Rental Agreement, Renters 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 Renters 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 Renters shall abandon the premises during the term hereof, or if Renters 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 Renters shall be sold under execution or other legal process, or if a receiver or trustee is appointed for the property of Renters or any assignee, Landlord may

reenter 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 Renters any damages sustained by it.

The waiver by the Landlord of any breach of any of the covenants or conditions by the Renters, or the consent by the Landlord to assignment by the Renters 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: At the termination of this Rental Agreement, Renters 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 inure to the benefit of the parties, their respective heirs, successors, and assigns. Renters 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

RENTERS:

By: _____
Witness Robert Smith

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, Sycamore Township Administrator, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this _____ day of March, 2017.

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 Robert Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this _____ day of March, 2017.

Notary Public

My Commission Expires _____.