

First Reading: December 11, 2007
Second Reading: January 8, 2008
Third Reading: dispensed

RESOLUTION NO. 1 - 2008

**AN RESOLUTION APPROVING A LEASE FOR PARKING PURPOSES,
DISPENSING WITH THE THIRD READING AND DECLARING AN EMERGENCY**

WHEREAS, the Council of the Village of Newtown wishes to enter into a lease to provide parking facilities at the Village Hall:

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Newtown, State of Ohio:

SECTION 1. That the attached lease with the Newtown United Methodist Church for parking facilities adjacent to Village Hall is hereby approved and the Mayor and Fiscal Officer of the Village are hereby authorized and directed to execute the lease on behalf of the Village and deliver the rental payment of \$6,000.00 to the lessor with delivery of the lease.

SECTION 2. The Council of the Village of Newtown, by at least a three-fourths vote of all its members, dispenses with the requirement that this resolution be read on three separate days and authorizes its passage upon the second reading.

SECTION 3. This resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare, and safety of the Village of Newtown. The reason for the emergency is to provide for a timely execution of the Lease agreement by the Village

VOTE RECORD:

Mr. Burns YES

Mr. Evans ABSENT

Ms. Hueber YES

Mr. Kobasuk YES

Mr. Pulskamp YES

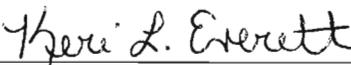
Mr. Zornes YES

PASSED this 8th day of January, 2008.

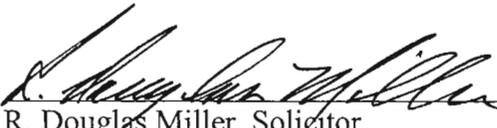

Curt Cosby, Mayor
Village of Newtown, Ohio

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Village of Newtown Fiscal Officer, this 8th day of January, 2008.


Keri L. Everett, Fiscal Officer
Village of Newtown, Ohio

APPROVED AS TO FORM:


R. Douglas Miller, Solicitor
Village of Newtown, Ohio

LEASE

This Lease is made and entered into this 12th day of November, 2007 between the Village of Newtown, a village and political subdivision of the State of Ohio, as Lessee, and The Newtown United Methodist Church of Newtown, Ohio, as Lessor.

WITNESSETH:

In consideration of the payments of rents, other good and valuable consideration, and the covenants and conditions hereinafter set forth, Lessor and Lessee hereby covenant and agree as follows:

ARTICLE I. LEASED PREMISES

Lessor hereby leases to Lessee and Lessee hereby rents from the Lessor, on a non-exclusive basis, the following described Premises, herein called "Leased Premises," situated in the Village of Newtown, County of Hamilton, State of Ohio: the Parking lot located to the rear of Lessor's building located at 3546 Church Street, Newtown, Ohio and the parking lot located between Lessor's aforementioned building and Lessee's building located at 3536 Church Street, Newtown, Ohio.

ARTICLE II. TERM OF LEASE

To have and to hold for a term of one year (the "Lease Term") commencing as of January 1, 2008 and ending December 31, 2008, unless sooner terminated as provided herein.

ARTICLE III. BASE RENT

In consideration of this Lease, Lessee promises and agrees to pay Lessor for the leased Premises the sum of Six Thousand and 00/100 Dollars (\$6,000.00) on or before the 31st of January, 2008. If Lessee fails to pay in full, the base rent amount upon execution of this lease, the Lessee shall have fifteen calendar days (15) to comply by paying the full \$6,000.00, plus a \$600.00 late fee. If the Lessee fails to pay by the 15th day, this lease will become null and void and all other provisions of this lease shall fail.

ARTICLE IV. USE OF PREMISES

1. Lessee may use the Leased Premises for ingress and egress and the parking of motor vehicles. On Sundays, the Lessee shall park said vehicles in the back of the leased area, to allow for the elderly and handicapped persons access to the Lessor's premises.

ARTICLE V. ALTERATIONS

Lessee shall not make or permit to be made any major alterations, improvements and/or additions to the Leased Premises or any part thereof except with prior consent of Lessor. All alterations, improvements, and additions to the Leased Premises shall be made in accordance with applicable laws and shall be made in a sound and workmanlike manner, in compliance with all applicable building, zoning and fire codes.

ARTICLE VI. MAINTENANCE OF LEASED PREMISES

1. Lessor shall keep and maintain the Leased premises in good condition and repair by performing such maintenance and upkeep on the Leased Premises as is required by the normal and intended use of the Leased Premises. Other than as provided in this Lease or by law, Lessee shall not be responsible to maintain or make any improvements or repairs of any kind, in or upon the Leased Premises. Lessor shall keep and maintain in good order, condition and repair (which repair shall mean replace if necessary) the Leased Premises and every part thereof, except as herein before provided.
2. Lessor shall protect, indemnify, save and keep harmless Lessee against and from all claims, loss, cost, damage or expenses arising out of or from any accident or other occurrence in, on, or at the Leases Premises causing injury to any person or property whomsoever or whatsoever, which injury is caused by any act or omission of the Lessor.
3. Lessee shall procure and continue in force general liability insurance covering any and all claims for injuries to persons in or upon the Leased Premises. Such insurance shall be in the amount of not less than \$1,000,000.00 per occurrence. (A copy of said insurance shall be provided to Lessor upon execution of this agreement.)

ARTICLE VII. DESTRUCTION AND RESTORATION

If the Leased Premises shall be partially damaged by fire or other casualty, Lessor shall repair or restore the Leased Premises not more than thirty (30) days from the date of such damage.

ARTICLE VIII. SURRENDER OF LEASED PREMISES

Lessee shall deliver and surrender to Lessor possession of the Leased Premises upon expiration of this Lease, or its earlier termination or later vacation of the Leased Premises as herein provided, in as good as condition and repair as the same shall be at the commencement of the term of this Lease, with the exception of damage from ordinary wear and tear or damage caused by Lessor or its officers, agents, employees, or invitees.

ARTICLE IX. NON-EXCLUSIVE

This Lease is non-exclusive such that Lessor may continue to use the parking lots concurrently with Lessee.

ARTICLE X. ASSIGNMENT AND SUBLETTING

Lessee shall not sell, mortgage, pledge or in any manner transfer or assign this Lease, in whole or in part, or sublet the whole or any part of the Leased Premises, without Lessor's consent. Any assignment or subletting, even with the consent of the Lessor, shall not relieve Lessee from liability for payment of rent or other sums herein provided or from the obligation to keep and by bound be the term, conditions and covenants of this Lease.

ARTICLE XI. DEFAULT BY LESSOR

Lessee shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Lessee shall have failed to perform such obligations within thirty (30) days (or within such additional time as reasonably required to correct any such default) after receipt of written notice to Lessee by Lessor properly specifying wherein Lessee has failed to perform any such obligations.

ARTICLE XII. HOLDING OVER

If Lessee shall remain in possession of all or any part of the Leased Premises after the expiration of the term of this Lease, the Lessee shall be deemed Lessee of the Leased Premises from month-to-month, for six (6) months, cancelable upon thirty (30) days notice, at the same rental paid on a monthly basis and subject to all of the terms and provisions hereof, except only as to term of this Lease. After six (6) months, if the Lessor elects, this Lease Agreement shall become null and void.

ARTICLE XIII. QUIET ENJOYMENT

Lessor agrees that if Lessee pays the rent and shall perform all the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall, at all times during said term, have the peaceable and quiet enjoyment and possession of the Leased Premises without any manner of Hindrance from Lessor or any persons lawfully claiming through Lessor.

ARTICLE XIV. TITLES OF ARTICLES

The titles of the articles throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in interpretation, construction or meaning of the provisions of this instrument.

ARTICLE XV. NOTICES

Any notice, request, demand, approval, consent or other communication which Lessor or Lessee may be required or permitted to give to the other party shall be in writing and shall be delivered or mailed to the regular mailing address of the party at issue.

ARTICLE XVI. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Lease, or application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XVII. COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto, and no agent, representative, or officer of Lessor or Lessee hereto has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying adding or changing the terms and conditions herein set forth. This Agreement may be modified and/or extended at any time by mutual consent of the parties hereto; however, no modification of this Lease shall be binding unless such modification shall be in writing and signed by the parties hereto.

ARTICLE XVIII. LEGAL PROVISIONS

This Lease shall be governed by the laws of the State of Ohio.

IN TESTIMONY WHEREOF, Lessor and Lessee have caused this Lease to be signed as of

the 12th day of November, 2007..

LESSEE

VILLAGE OF NEWTOWN, OHIO

Becky R. Fairley
WITNESS

By: Curt Cosby
~~John R. Hammon~~ Mayor
Curt Cosby

Becky R. Fairley
WITNESS

By: Meri L. Everett
Meri L. Everett, Fiscal Officer

LESSOR

NEWTOWN UNITED METHODIST CHURCH

Stephen A. Fought
WITNESS

By: LARRY K. WHITE

Name: Larry K. White

Its: CHAIRMAN ADMIN COUNCIL

Stephen A. Fought
WITNESS

By: William H Kaylor

Name: WILLIAM H KAYLOR

Its: TRUSTEE CHAIRPERSON