

Granville Township
Minutes of Special Meeting, August 24, 2015
9:00 AM 133 E. College Street, Granville, OH

Present: Granville Township and Granville Roads District Trustees* Melanie Schott, Fred Abraham and Kevin Bennett, Fiscal Officer Jerry Miller

Fiscal Officer Miller opened the meeting by reporting Chuck Peterson with the Granville Sentinel had been properly notified about the special meeting, including the subject, date, time and location of the meeting. Mr. Peterson decided not to attend the meeting.

FO Miller stated he was contacted by Richard Pinkerton who manages the Spring Valley rental house on behalf of the Township Trustees. Mr. Pinkerton had identified a potential renter who was interested in 2 year lease at \$1,100 per month and the Township would not replace any carpet. Mr. Pinkerton indicated the renter was going to stop by on Monday (today) and sign the lease.

The following Lease agreement was presented, including new language which has been italicized:

1537 Columbus Road Lease

THIS LEASE WITNESSETH, that Granville Township, herein called LESSOR, hereby leases to _____, herein called LESSEE, for the term of TWENTY-FOUR MONTHS commencing October 1, 2015 and ending September 30, 2017, the premises known as:

1537 Columbus Road, Granville Township, Ohio 43023.

Said LESSEE agrees to pay as rent, monthly installments of \$1,100.00 on the 1st day of each and every month, in advance. All such rent being payable to:

Granville Township, Box 315, Granville, Ohio 43023-0315

LESSEE hereby covenants and agrees with said LESSOR as follows:

1. LESSEE will pay said rent at the times as prescribed above. In the event the rent is not received by the fifth (5th) day of the month, a 10% late fee shall be paid.
2. LESSEE will pay all utility/service charges and bills including, but not limited to, telephone, electricity, gas, Village of Granville water, private trash service, cable TV etc., which may be assessed or charged against the occupant of said premises during said term or any extension thereof. Trash receptacle may only be visible from the street

on pickup day.

3. LESSEE shall maintain contents (Tenant's) insurance and personal liability insurance on said premises during their period of occupancy. Said insurance shall be sufficient to cover the contents of said premises and said liability insurance shall be in an amount of not less than \$250,000 naming and indemnifying LESSOR as a co-insured. LESSEE shall deliver a copy of said insurance policy to LESSOR prior to occupancy.

4. LESSEE shall not commit or suffer any waste to/on the premises and will keep all plumbing connections free from obstructions.

5. LESSEE will use said premises for residential purposes only. LESSEE agrees that the maximum occupancy of this premise will be four family members and shall not assign or sublet said premises, nor any part thereof, without the written consent of said LESSOR.

6. LESSEE accepts the property in its present condition and will make no alteration or addition in or to said premises without the written consent of LESSOR, including but not limited to the installation of satellite antenna/dishes. *Lessor has not tested or mitigated the property for radon.*

7. LESSEE shall not house or maintain any pets without the written consent of LESSOR.

8. LESSEE will permit said LESSOR or his agents to enter upon said premises at all reasonable times to examine the condition of the same, to take, show or send persons on said property for the purpose of renting or selling same, post notices of "For Rent" or "For Sale" and to make repairs or improvements.

9. LESSEE will surrender and return said premises, at the end of said term, in as good order and condition as the same now are, or may be put by said LESSOR, reasonable use and natural wear and tear thereof, and damage by fire, or unavoidable casualty, excepted.

10. With respect to snow removal, the LESSOR will plow the roadway from Columbus Road and the turnaround parking lot when its equipment is available to do so; the LESSEE shall be responsible for snow removal for the residential driveway, access to the garages, parking spaces and all walkways around the residence. LESSOR will provide lawn care and maintenance.

11. The appliances on the premises are the property of the LESSOR and are provided

for the convenience of the LESSEE. The LESSEE shall be responsible for routine care, maintenance and repairs of said appliances. In the event the appliances can not be repaired, and assuming the LESSEE has maintained them properly, the LESSOR may, at his election, replace the defective equipment.

12. That any failure of the LESSOR to enforce rights or seek remedies upon any default of the LESSEE with respect to the obligations of the LESSEE hereunder, or any of them, shall not prejudice or affect the rights or remedies of the LESSOR in event of any subsequent default of the LESSEE.

13. That every demand for rent made after the same falls due shall have the same effect in law as if made on the day and at the time the same is due, any law to the contrary notwithstanding.

14. That this lease is made without warranty of any kind, express or implied, as to the condition of said premises, or any part thereof, or any appurtenances thereto belonging or as to the fitness of said premises or appurtenances for any use or purpose; the LESSEE having examined and inspected said premises and appurtenances and no representations having been made by or on behalf of the LESSOR with respect to such conditions or fitness. The LESSEE further agrees the LESSOR shall not be liable for any injury, loss or damage to person or property of the LESSEE, or of employees, agents, guests, or invitees of the LESSEE by reason of any defect in said premises or appurtenances, whether latent or otherwise.

15. The LESSEE has deposited a Security Deposit, in an amount of \$1,100.00 which shall be used to cover such losses that occur beyond normal wear and tear. Return of any or all of this deposit shall be at the discretion of the LESSOR. Any accrued late fees or repairs may be deducted from the Security Deposit. In order to receive the return of the security deposit or portion thereof, the LESSEE must return all keys for the premises to LESSOR and leave it in broom clean condition. This Security Deposit shall NOT be used as the last month's rent.

16. In the event LESSEE vacates of the premises during the term of this lease, LESSEE agrees to pay the LESSOR any remaining balance due for the balance of the lease, unless both Parties reach an written agreement prior to the property being vacated.

17. LESSEE shall be responsible for all damages or costs incurred by LESSOR as a result of breach of any provisions of said lease including but not limited to any unpaid balances, damages, attorney's fees and court costs. Provided, however, that if said rent, or any part thereof, shall at any time be in arrears and unpaid and without any demand being made

thereof, or if said LESSEE shall fail to keep and perform any of the covenants, agreements, provisions, terms or conditions of this lease, on the part of the LESSEE to be kept and performed, or if said LESSEE shall abandon or vacate said premises during the term hereof, or if said LESSEE shall make an assignment for the benefit of creditors, or if the interest of said LESSEE in said premises shall be sold under execution or other legal process, or if a petition in the bankruptcy shall be filed by or against the LESSEE, it shall be lawful for said LESSOR to enter into said premises, and again have, repossess and enjoy the same as if this lease had not been made, and thereupon this lease and everything contained on the part of said LESSOR to be done and performed shall cease, determine and be utterly void; without prejudice, however, to the LESSOR'S right of action for arrears of rent or breach of covenant. The commencement of a proceeding or suit in forcible entry and retainer or in ejectment, or otherwise, after any default by the LESSEE, shall be equivalent in every respect to the actual entry by the LESSOR. In case on any such default and entry by said LESSOR, said LESSOR may re-let said premises for the remainder of said term for the highest rent obtainable and may recover from said LESSEE any deficiency between the amount so obtained and the rent hereinbefore reserved.

And provided, further, that in case any buildings on said premises, or any part thereof, without any fault of neglect of said LESSEE, shall be destroyed, or so injured by the elements or any other cause, as to be unfit for occupancy, said LESSEE may thereupon surrender possession of said premises to said LESSOR, and thereupon this lease shall cease, determine and be utterly void.

And said LESSOR hereby covenants and agrees with said LESSEE that said LESSEE paying the rents, and keeping and performing the covenants of this lease on the part of the LESSEE to be kept and performed, said LESSEE shall peacefully and quietly hold, occupy and enjoy said premises, during said term, without any let, hindrance or molestation by said LESSOR or any person or persons lawfully claiming under said LESSOR.

LESSEE, within sixty (60) days prior to the expiration of the original lease, shall give LESSOR written notification relating to the renewal of this lease agreement for an additional one (1) year term. Providing LESSEE has been timely and is in good standing with LESSOR, the lease may be extended for an additional one (1) year period at \$1,400.00 per month. Any additional extensions shall be in writing and established prior to the expiration of the previous renewal. It is further mutually covenanted and agreed that, if the LESSEE shall remain in possession of said premises, or any part thereof, after the expiration of the term of this lease (without a new lease or agreement in writing between the parties hereto), the LESSEE shall hold as a tenant from month to

month at a monthly rate of 150% of the previously established rental until a new lease is executed or the property is vacated. It is further mutually covenanted and agreed by and between the parties hereto that this lease and all covenants, terms, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, legal representatives and assigns of the LESSOR, and the executors, administrators and assigns of the LESSEE, provided, however, that no assignment by, from, through or under the LESSEE is in violation of the covenants, provisions, terms, and conditions hereof, or any of them, shall vest in the assigns any right, title or interest whatever.

Maximum Number of residents permitted to reside on the Premises: 4

No Smoking on the Premises

This Lease Agreement was signed on _____ of August, 2015

LESSOR, Granville Township

LESSEE,

By _____

LESSEE,

Its _____

After a period of discussion, Trustee Schott made a motion to accept the lease as written, including the suggested modifications and to allow FO Miller to sign on the lease behalf of the Trustees, Trustee Abraham seconded the motion and without further discussion, the motion passed by unanimous vote.

FO Miller stated the new lease begins October 1, 2015 and the current renters provided notice they would be moving out at the end of August. It was noted the current renters lease agreement was not scheduled to end until early 2016.

After a period of discussion, Trustee Abraham motioned that should the current renters fail to pay the September 2015 rental amount (\$1100), their deposit amount (\$1100) would not be refunded, Trustee Bennett seconded the motion and without further discussion, the motion passed by unanimous vote.

The meeting adjourned at 9:10 AM.

*The Board of Township Trustees of Granville Township, Licking County, Ohio, meet in their dual capacity as the Board of Township Trustees of Granville Township and the Board of Granville Township Road District Trustees.