

RESOLUTION NO. 63-75

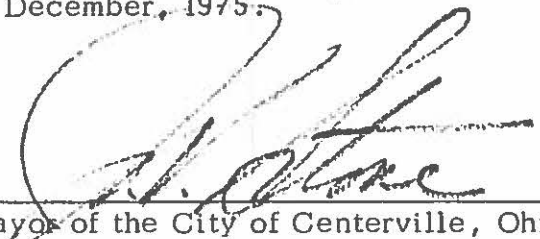
SPONSORED BY COUNCILMAN Timothy S. ... ON THE 1st
DAY OF DECEMBER, 1975.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO A LEASE WITH CENTERVILLE RECYCLING
CENTER.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:


Section 1. The City Manager is hereby authorized to enter into a
lease with the Centerville Recycling Center, a copy of which is attached
hereto and incorporated herein, and to do any and all things necessary to
carry out said lease.

PASSED this 1st day of December, 1975.



Deputy Mayor of the City of Centerville, Ohio

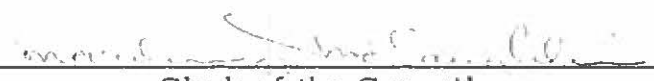
ATTEST:



Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio,
hereby certifies the foregoing to be a true and correct copy of Resolution No.
63-75, passed by the Council of the City of Centerville, Ohio, on the 1st
day of December, 1975.



Clerk of the Council

City of Centerville
Municipal Administration

LEASE

This indenture of lease made and entered into this 15th day of December, 1975, by and between the City of Centerville, Ohio, a municipal corporation, hereinafter referred to as "Lessor" and the Centerville Recycling Center, hereinafter referred to as "Lessee".

WITNESSETH:

The Lessor in consideration of the rents, terms, covenants, conditions and agreements hereinafter reserved and contained on the part of the Lessee to be paid, kept, and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let upon the said premises described in Exhibit "A" attached hereto and made a part hereof as if completely re-written herein, subject to all easements, restrictions, legal highways, buildings, zoning and governmental restrictions if any, and to any stated facts which an accurate survey or personal inspection may show.

TO HAVE AND TO HOLD that said premises together with the rights, easements, privileges and appurtenances thereunto belonging or appertaining under the said lease during and for the full term of one year commencing on the 16th day of December, 1975, and ending on the 15th day of December, 1976, or earlier as herein provided, hereinafter referred to as "said term", yielding and paying therefor unto the Lessor an annual leasing fee hereinafter referred to as "rental" in the amount of One (\$1.00) Dollar per year payable annually with the first payment being made upon the date of execution of this lease and with subsequent payments, if any, being made upon any renewal hereof as hereinafter provided.

The Lessee hereby covenants and agrees to and with the Lessor as follows:

(1) During said term, Lessee shall at all times keep in first class order and condition, and at its own cost and expense make all repairs in a first class manner, inside and out, ordinary as well as extraordinary, structural or otherwise, to any and all buildings, improvements to structures now or hereafter constructed on or appurtenant to said premises and shall maintain the same in clean and sanitary condition, all to the satisfaction and approval of Lessor, and at the end of the term of this lease or any renewal thereof, shall deliver the premises back to Lessor in as good as condition as same now are, ordinary wear and tear excepted.

(2) Lessee shall bear, pay and discharge when due all water rates, meter charges and other charges for utilities or similar services as same may arise out of Lessee's use of the premises.

(3) Except as herein otherwise may be provided, the Lessor shall not be responsible for any defect, latent or otherwise, or for any change in condition of the premises or the building or improvements thereon, or for any damage thereto, or to any person or persons or to goods or things contained therein, by reason of any matter or thing whatsoever, the Lessee hereby assuming all the risks, responsibility, management, operation and control of the leased premises. The Lessee shall indemnify and save harmless the Lessor against and from any and all claims by or in behalf of any persons, person, corporation, corporations, or governmental authority arising from the conduct or management of or from any thing whatsoever done in or about the leased premises or any building or structure thereon, or the equipment thereof during said term, or arising during said term from any condition of any street

or sidewalk adjoining said premises or arising from any act or negligence of Lessee or any of the agents, contractors, or employees of the Lessee, or arising from any accident, injury or damage whatsoever, however caused to any person or persons or to the property of any person, persons, corporation or corporations, occurring within said term, on, in or about the leased premises and from and against all costs, reasonable counsel fees, expenses and liabilities incurred on or about any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against the Lessor by reason of any such claim, the Lessor shall give written notice thereof to the Lessee, and the Lessee shall resist or defend such action or proceeding by counsel reasonably satisfactory to the Lessor or to any insurance company reasonably satisfactory to the Lessor which shall have written insurance against such liability and policies held by and protecting the Lessor.

(4) The Lessee shall at all times during the term of this lease, indemnify, protect and save harmless the Lessor from and against all claims, charges, encumbrances, liens and demands of persons, firms or corporations performing labor or furnishing materials, machinery or fuel for or toward construction or use on said premises. The Lessee shall pay, indemnify and save harmless the Lessor from and against any costs, reasonable counsel fees, expenses and liabilities incurred in or about any claim or any action or proceeding brought in connection with the matters dealt with in this paragraph.

(5) Lessee covenants that neither the premises nor any part thereof shall be used for any unlawful purpose or for any purpose which shall be deemed extra hazardous by the usage of fire insurance companies. Lessee will not make or suffer any waste or unlawful, improper or offensive use of said premises and shall use the premises for the purposes of a recycling center and for no other purpose without the written consent of the Lessor.

(6) The parties agree that either party shall have the right to terminate this lease, or any renewal thereof, by the giving of ninety (90) days written notice and that upon the expiration of said ninety (90) day period, this lease shall terminate.

(7) Lessee shall on or before the last day of the term hereof or upon the sooner termination of such term as herein provided, peaceably and quietly leave, surrender, and yield to the Lessor possession of the demised premises, together with all buildings, improvements, structures and appurtenances upon, appertaining or belonging to the same by whomsoever made in good repair, order and condition, reasonable wear and tear and damage by the elements excepted, and the Lessee hereby expressly waives all notice to quit and vacate the premises including the three day notice provided for by Ohio statutes as a preliminary matter to the commencement of a proceeding in forcible entry and detainer.

(8) Upon the giving of thirty (30) days written notice, prior to the end of the initial term, Lessee shall have the right to renew this lease for one year subject to all the terms and conditions as herein contained and shall have the further right annually thereafter for subsequent renewals upon the same terms and conditions and upon the giving of thirty (30) days written notice as aforesaid.

The Lessor and Lessee hereby covenant and agree with one another as follows:

(1) Lessor hereby covenants with the Lessee that the Lessee on paying the rent as herein provided in keeping and performing all of the terms, conditions, covenants and provisions herein

MUTUAL
COVENANTS

contained, shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid without hindrance or molestation by the Lessor or any other person or persons lawfully claiming by, through or under the Lessor, subject to all of the terms of this lease.

(2) Neither this lease nor the terms hereby demised nor any part thereof nor any right hereby invested in the Lessee shall at any time be assigned or transferred in any manner whatsoever without the prior express written consent and approval of the Lessor.

(3) In the event of the desertion or abandonment of the premises, or in the event that Lessee fails to observe and perform any of the covenants, conditions or agreements of this lease to be performed and observed by the Lessee, and such failure to observe or perform shall continue for fifteen (15) days after written notice thereof is sent to the Lessee by the Lessor, then the Lessor shall have the right forthwith to re-enter the leased premises, by force or otherwise, and dispossess and remove therefrom the Lessee and other occupants thereof and all their effects not previously removed by them and to hold said premises as if this lease had not been made together with all improvements, equipment and appurtenances thereon or appertaining thereto then the Lessee hereby expressly waives service of notice of intention to re-enter or legal process and further waives any three day notice required by Ohio statutes for the commencement of an action in forcible entry and detainer. No right of redemption shall be exercised under any present law or future law in case the Lessee shall be dispossessed for any cause, or that the Lessor shall in any other manner obtain possession of the premises in consequence of any breach or default of the Lessee, any and all right of redemption being hereby expressly waived by Lessee.

(4) In addition to any and all other remedies the Lessor may restrain any threatened or possible breach of any covenant, condition, or agreement herein contained, but the mention of any particular remedy or right shall not preclude the Lessor from any other remedy or right it might have in law or in equity, or by virtue of some other provision in this lease; nor shall consent to one act, which might otherwise be a violation, or waiver of or redress of one violation, either a covenant or condition, prevent a subsequent act which in itself would have constituted a violation from having all the force and effect of an original violation. The waiver of any right, condition, covenant or stipulation herein contained shall not be taken to be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation.

(5) This agreement shall be binding upon and inure to the benefit of the parties, their respective successors and all assigns of the Lessor. Neither this lease nor any of the terms, covenants, conditions or provisions herein contained shall be altered, modified, cancelled or discharged except by a written agreement signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this lease agreement in duplicate this 15th day of December, 1975.

Witness:

Francis A. Hoyer
Francis A. Hoyer

CITY OF CENTERVILLE

By Darryl K. Kenning
Darryl K. Kenning, City Manager

CENTERVILLE RECYCLING CENTER

By Wanda R. Hanner
Its President

By James C. Teller
Its Treasurer

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

Be it remembered that on the 15th day of December, 1975, before me, a Notary Public in and for said county and state personally appeared the City of Centerville, Ohio, a municipal corporation, by and through Darryl K. Kenning, its City Manager, who is duly authorized to act on behalf of the Lessor, in the above lease, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the voluntary act and deed of said City of Centerville.

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

Marylyn J. McLaughlin
Notary Public

MARYLYN J. McLAUGHLIN, Notary Public
In and for the County of Montgomery, Ohio
My Comm. Expires Sept. 27, 1979

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

Be it remembered that on the 15th day of December, 1975, before me, a Notary Public in and for said county and state personally appeared the Centerville Recycling Center by Donald R. Houser, its President, and by Thomas C. Zeller, its Treasurer, who are duly authorized to act on behalf of the Lessee, in the above lease, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the voluntary act and deed of said Centerville Recycling Center.

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

Marylyn J. McLaughlin
Notary Public

MARYLYN J. McLAUGHLIN, Notary Public
In and for the County of Montgomery, Ohio
My Comm. Expires Sept. 27, 1979