

RESOLUTION NO. 69-74

CITY OF CENTERVILLE, OHIO

Sponsored by Councilman D. Stone on the 2nd day of December, 1974.

A RESOLUTION AUTHORIZING AND DIRECTING THE ACTING CITY MANAGER TO EXECUTE AN ADDENDUM TO THE LEASE PREVIOUSLY EXECUTED ON BEHALF OF THE CITY OF CENTERVILLE WITH ROBERT B. FERGUSON AND RALPH G. WOODLEY FOR A CENTER TO BE ESTABLISHED IN THE CITY OF CENTERVILLE FOR THE USE OF CENTERVILLE AND WASHINGTON TOWNSHIP.

WHEREAS, pursuant to the authority of this Council, the Acting City Manager of the City of Centerville executed a lease with Robert B. Ferguson and Ralph G. Woodley for a storeroom to be operated as a Center for Recreation and Youth Programs for the youth of Centerville and Washington Township for a period of two years commencing October 1, 1974, and ending September 31, 1976; and

WHEREAS, the parties, since the execution of said lease, have determined that it would be in the best interests of both parties to provide for the elimination of the possibility of a subrogation recovery by an insurer; and

WHEREAS, the parties propose to execute the Addendum to Lease attached hereto, marked Exhibit A and made a part hereof;

NOW, THEREFORE,

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. The Acting City Manager is hereby authorized and directed to execute the Addendum to Lease which is attached hereto as Exhibit A and made a part hereof.

Passed this 2nd day of December, 1974.

[Signature]
Deputy Mayor, CITY OF CENTERVILLE, OHIO

ATTEST:

[Signature]
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 that the foregoing is a true and correct copy of Resolution No. 69-74 passed by the Council of the City of Centerville, Ohio, on the 2nd day of December, 1974.

Approved as to form, consistency with existing laws and charter & c.c.

[Signature]
Clerk of the Council

Robert H. [Signature]
Municipal Attorney

ADDENDUM TO LEASE

WHEREAS, on the _____ day of _____, 1974, Robert B. Ferguson and Ralph G. Woodley, as Lessor and the City of Centerville, as Lessee entered into a lease of a storeroom, hereinafter described, for the full term of two years commencing on the first day of October, 1974, and ending on the 31st day of September, 1976; and

WHEREAS, said property is described as follows:

Situate in the City of Centerville, County of Montgomery, Ohio, and being a storeroom of approximate outside dimensions of 40 feet by 60 feet in depth, located on a tract of land outlined in red on the plot plan attached to said lease, marked Exhibit A and made a part thereof; and

WHEREAS, the Lessor and Lessee wish to amend said lease by the addition of the following language;

NOW, THEREFORE,

The said lease is hereby amended by the addition of the following language:

Each party hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance.

The parties hereto agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described herein."

In all other respects, said lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor has hereunto set their hands on the _____ day of _____, 1974; and said Lessee having executed same on _____, 1974.

Signed and acknowledged
in the presence of;

LESSOR:

Robert B. Ferguson

Ralph G. Woodley

LESSEE:

By
Acting City Manager

