

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 1993, by and between BLANCHESTER SENIOR CITIZENS, INC., an Ohio Corporation, of Blanchester, Ohio, hereinafter called "BLANCHESTER SENIOR CITIZENS", and THE VILLAGE OF BLANCHESTER as authorized by resolution and represented by Blanchester City Counsel, hereinafter called the "THE VILLAGE OF BLANCHESTER".

WHEREAS, BLANCHESTER SENIOR CITIZENS desires to lease from the VILLAGE OF BLANCHESTER and the VILLAGE OF BLANCHESTER desires to lease to BLANCHESTER SENIOR CITIZENS property located in Blanchester, Ohio as described on Exhibit "A" and designated therein as "Blanchester Playground" for the public purpose of constructing thereon and operation thereof a Senior Citizens Center.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, representations, warranties, and agreements hereinafter set forth, the parties agree as follows:

DEMISE, DESCRIPTION, USE, TERM

1. THE VILLAGE OF BLANCHESTER hereby leases to BLANCHESTER SENIOR CITIZENS, and BLANCHESTER SENIOR CITIZENS hereby leases from THE VILLAGE OF BLANCHESTER, that certain property, situated in the Village of Blanchester, Clinton County, Ohio, and more fully described in EXHIBIT "A".

The said leased property shall be used only for the public purpose of locating and operating thereon a Senior Citizens Center and for such other uses normally incident thereto, including but not limited to the rental of any facility constructed thereon for reunions, wedding receptions, or Christmas parties. This lease shall continue for a period of Ninety Nine (99) years from the date of execution of this agreement, and shall be renewed thereafter at the option of the Village of Blanchester City Council.

RENT

2. BLANCHESTER SENIOR CITIZENS shall pay THE VILLAGE OF BLANCHESTER at their office in Blanchester, Ohio, or at such other place as the VILLAGE OF BLANCHESTER shall designate from time to time in writing, as rent for the lease property, One Dollars (\$1.00) per year.

HOLD HARMLESS CLAUSE - TAXES

3. BLANCHESTER SENIOR CITIZENS shall be responsible to pay and discharge all taxes or other governmental charges of every description which during the term of this lease may be related to, levied on, or assessed against the Village property which is the subject of this lease. BLANCHESTER SENIOR CITIZENS

agrees to and shall protect and hold harmless THE VILLAGE OF BLANCHESTER and the leased property from liability for any and all such taxes, assessments, and governmental charges, together with any interest, penalties, or other sums thereby imposed, and from any sale or other proceeding to enforce payment thereof.

HOLD HARMLESS CLAUSE - INSURANCE

4. BLANCHESTER SENIOR CITIZENS agrees to and shall protect and hold harmless the VILLAGE OF BLANCHESTER and the leased property from liability for any and all claims or complaints against the Village or BLANCHESTER SENIOR CITIZENS, which shall be the result of the negligence of BLANCHESTER SENIOR CITIZENS or its employees or agents.

HOLD HARMLESS CLAUSE - LAWS

5. BLANCHESTER SENIOR CITIZENS agrees to and shall protect and hold harmless the VILLAGE OF BLANCHESTER and the leased property from liability for any and all claims or complaints against the Village or BLANCHESTER SENIOR CITIZENS for the violation of any laws, regulations, ordinances, building codes, zoning laws, or other, which shall be the result of any act or omission of the BLANCHESTER SENIOR CITIZENS or its employees or agents in relation to the leased property.

UTILITIES

6. BLANCHESTER SENIOR CITIZENS shall during the term hereof pay all charges for gas, electricity, sewage, and water used in or on the leased premises and for the removal of rubbish therefrom immediately on becoming due and shall hold the Village harmless from an liability therefor.

WASTE AND NUISANCE

7. BLANCHESTER SENIOR CITIZENS shall not commit, or suffer to be committed, any waste on the lease property, nor shall he maintain, commit, or permit the maintenance or commission of any nuisance on the lease property or use the lease property for any unlawful purpose.

CONSTRUCTION OF BUILDING

8. BLANCHESTER SENIOR CITIZENS shall during the term hereof be permitted and have the right to construct a building thereon the leased property approximately similar to the plans attached as EXHIBIT "B", and to install or add to the leased property equipment, fixtures or make any other improvements to the property without prior written consent of the Village. BLANCHESTER SENIOR CITIZENS agree that all buildings and improvements added to the

leased property shall conform to all applicable laws, regulations, and ordinances for the construction and use of public buildings.

REPAIRS

9. BLANCHESTER SENIOR CITIZENS agrees to keep the leased property in good order, clean, and in good repair, reasonable wear and tear and damage by accident, fire, or other casualty not resulting from BLANCHESTER SENIOR CITIZENS's negligence excepted.

QUIET POSSESSION

10. The VILLAGE OF BLANCHESTER shall, on the commencement date of the term of this lease as hereinabove set forth, place BLANCHESTER SENIOR CITIZENS in quiet possession of the lease property and shall secure BLANCHESTER SENIOR CITIZENS in the quiet possession thereof against all persons lawfully claiming the same during the entire lease term.

TERMINATION OR EXTENSION

11. The VILLAGE OF BLANCHESTER and BLANCHESTER SENIOR CITIZENS may only terminate this lease prior to its expiration by the mutual written agreement of the VILLAGE OF BLANCHESTER and BLANCHESTER SENIOR CITIZENS.

SURRENDER OF PREMISES

12. BLANCHESTER SENIOR CITIZENS shall without demand therefor and at their own cost and expense within Thirty (30) days after expiration or sooner termination of the term of this lease remove all property belonging to them and all alterations, additions, or improvements, and fixtures which by the terms hereof he is permitted to remove. Any property not so removed shall be deemed to have been abandoned by BLANCHESTER SENIOR CITIZENS and may be retained or disposed of by THE VILLAGE OF BLANCHESTER. BLANCHESTER SENIOR CITIZENS agrees to and shall, on expiration or sooner termination of the lease hereof promptly surrender and deliver the leased premises to THE VILLAGE OF BLANCHESTER without demand therefor in good condition, ordinary wear and tear and damage by the elements, fire, or act of God, or by other cause beyond the reasonable control of BLANCHESTER SENIOR CITIZENS excepted.

PARTIES BOUND

13. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors, when permitted by this agreement.

OHIO LAW TO APPLY

14. This agreement shall be construed under and in accordance with the laws of the State of Ohio , and all obligations of the parties created hereunder are performable in Clinton County, Ohio.

LEGAL CONSTRUCTION

15. In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SOLE AGREEMENT OF THE PARTIES

16. This lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

AMENDMENT

17. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

RESERVATION FOR CONSTRUCTION OF WATER TOWER.

18. The Lessee is aware that the location of the premises so leased is suitable for the construction of a water tower, and it is agreed between the parties that should it be necessary for the Village to construct and operate a water tower on part of the premises sufficient to enable to construction thereof, that the Lessor may do so; and if said tower is constructed shall have the right and privilege to enter upon the premises and to make such construction including water lines and maintain the same by giving thirty (30) days notice of intention to do so, the Lessor agreeing to make such construction at a location on the leased premises as will not interfere with the use of the Lessee for the public purpose as expressed in this Lease.

NON-ASSIGNABILITY

19. The Lessee shall not assign this Lease or any part thereof without the consent and approval of the Lessor.

NO MORTGAGES WITHOUT CONSENT

20. The Lessee agrees that no mortgages, liens or encumbrances shall be allowed to be placed upon the leased premises without the express written consent of the Lessor.

SURVEY

21. The Lessee prior to the signing of this Lease agrees that a survey of the leased property will be made to determine that a driveway sufficient to accommodate trucks and motor vehicles owned by the Village will be made at the expense of the Lessee; and such driveway or driveways must be of satisfactory width to accommodate trucks and motor vehicles owned by the Village, and shall be constructed and maintained at the expense of the Lessee. Sidewalks, curbs and gutters as may be necessary shall also be constructed and maintained at the expense of Lessee.

IN WITNESS WHEREOF, the undersigned THE VILLAGE OF BLANCHESTER and BLANCHESTER SENIOR CITIZENS hereto execute this agreement as of the day and year first above written.

Signed and Acknowledged
in the Presence of:

The Village of Blanchester
Village Council

The Blanchester Senior Citizens

BY: Hubert Martin
President

BY: Sec. William C. Rotchen
Secretary
William C. Rotchen

This instrument was prepared by ROSE & DOBYNS
Attorneys at Law
212 Cherry Street
Blanchester, Ohio 45107

LEASE.bsc

SDP:sdp

RATIFICATION

The Blanchester Senior Citizens Board of Directors hereby ratify and authorize the President, Hubert Morton, to enter into the lease agreement. Attached hereby as Exhibit A by the Village of Blanchester.

Edward Barryklow
Raymond D. G. ...
Hubert Morton
Mauda Steshewer

Sarah E. Luman
Hylsta Easterly
Blanchester ...

...to the said premises, together with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits
...THE INCORPORATED VILLAGE OF BLANCHESTER, OHIO

ITS SUCCESSORS

MARTHA W. VAN DUZEN

for herself

her heirs, executors and administrators, do hereby covenant with the said The Incorporated Village of

she is

the true and lawful owner of the said premises, and has full power to convey the same; and that the title so conveyed is Clear, Free and Unincumbered and
further that she do, as Warrant and Will Defend the same against all claims of all persons whomsoever.

In Witness Whereof, the said Martha W. Van Duzen an unmarried woman

do hereby acknowledge that she is the owner of the said premises and premises hereunto set thirty five
this twenty sixth day of November in the year of our Lord one thousand nine hundred and thirty five.

Signed and Acknowledged in the presence of us

Martha W. Van Duzen

\$.50 Revenue Stamp Cancelled.

Stanley E. Curtis

Mary L. Trickey

STATE OF OHIO, COUNTY OF CLINTON, ss:

Be it Remembered, That on this twenty sixth day of

November

in the year of our Lord one thousand nine hundred and

thirty five before me, the subscriber, a

County Surveyor in and for said County, personally came

the signing thereof to be

Me

voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Official

(SEAL)

(SEAL)

Stanley E. Curtis

Notary Public - Clinton County - Ohio

Transferred Jul 30-1937 Alfred Osborn, Auditor W. W.

Filed July 30 1937 at 9:45 a.m.

Recorded July 30 1937

No. 2406

\$1.00

Transfer \$.30

THE JOHNSON-WALKER CO., DAYTON, OHIO - RICH

KNOW ALL MEN BY THESE PRESENTS: That MARTHA W. VAN DUZEN

in consideration of

her desire that the children of school age of the incorporated village of Blanchester, Clinton/

and by

the receipt whereof is hereby acknowledged do ES hereby

Grant, Bargain, Sell and Convey to the said

VILLAGE OF BLANCHESTER

her and assigns forever. //

/County, Ohio, shall have a public play ground, and should such property at the end of 25 years cease to be used for playground purposes, then the Council of Blanchester, Ohio, shall have the power to designate some other public purposes for its use to her promised to be fulfilled and performed

//THE FOLLOWING DESCRIBED REAL ESTATE: Situated in the County of Clinton, State of Ohio, in the incorporated village of Blanchester. Being Lots No. 8, 9 and 10 of Highland Addition to said Village. Also the following described premises: Situated in Survey No. 3342, in the Extension to the Village of Blanchester, and further bounded and described as follows: Beginning at a point in the North-west margin of an alley in the line of Highland Addition to said village and corner to C. P. Ballard's land; thence with the line of said alley N 45° E 198 ft. 6 in to a point in said line; thence with a new line across Martha W. Van Duzen's lot of two acres N 42° 2' W 198 ft 6 in. to another line of said C. P. Ballard; thence with his line S 45° W 198 ft. 6 in to said Ballard's corner; thence with another of his lines S 42° 2' E 198 ft. 6 in to the place of beginning, containing 90-hundredths of an acre more or less.

RULEBOOK ON SELF GOVERNMENT AND MEMBERSHIP

BLANCHESTER SENIOR CITIZENS, INC.

PURPOSES

- A. To promote a center where those persons 55 years or over may come for companionship and recreation, including practice of arts and crafts.**
- B. To cooperate with social agencies in the promotion of the well-being of senior citizens and to support such community programs as will help senior citizens lead independent and useful lives.**
- C. To do any and all things necessary or incidental to the above stated purposes.**

MEMBERSHIP ELIGIBILITY

- A. Having attained the age of 55 years or be disabled, one or both members.**
- B. Voting rights are established by the purchase of a membership card for \$10.00 per year payable by the last meeting in December for the following year.**
- C. Membership need not be forfeited for inability to attend.**
- D. Membership may be jeopardized for rude and undemocratic behavior whenever it proves offensive to the majority.**
- E. New members are always welcome who demonstrate friendly attitudes toward each other and promote mutually helpful ideas.**
- F. New members are to serve at least one (1) month, (2 meetings) a year on the lunch committee if possible and help at fund raising dinners and the bazaar.**

MEETINGS

- A. Meetings are held the first and third Wednesday of the month at 12 noon.**
- B. Business meeting, pot luck and bingo are held the first Wednesday of the month.**
- C. Pot luck dinner and entertainment are held the third Wednesday of the month.**
- D. All motions will be made only at the business meeting except those deemed to be**