

VILLAGE OF CHAUNCEY
RESOLUTION NO. 2021-22

**A RESOLUTION AUTHORIZING THE SOLICITOR TO RECORD THE
LEASE BETWEEN THE VILLAGE AS LESSOR AND CHAUNCEY-
DOVER VOLUNTEER FIRE DEPARTMENT AS LESSEE**

WHEREAS, On March 17, 1998, the Village leased part of the plot of land adjacent to Village Hall to Chauncey-Dover Volunteer Fire Department for a period of 99 years, an action which should be in the public record;

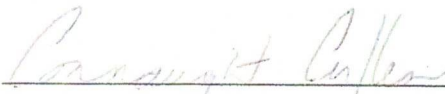
NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Chauncey, State of Ohio, as follows:

Section One: The Village Solicitor is authorized to record the ninety-nine (99) year lease between the Village and the Chauncey-Dover Volunteer Fire Department at the Athens County Recorders Office as soon as practicable.

Section Two: The Village Solicitor shall be reimbursed for the cost of the recordation of the lease and the Village Fiscal Officer is authorized to issue payment upon presentation of the receipt for the cost of recordation


Section Three: This Resolution shall take effect as provided by law. The requirement for three readings in ORC 731.17 is suspended as this matter is overdue to be in the placed in public record.

RESOLVED this 12th day of August, 2021.



Connaught Cullen
Council President

ATTEST:



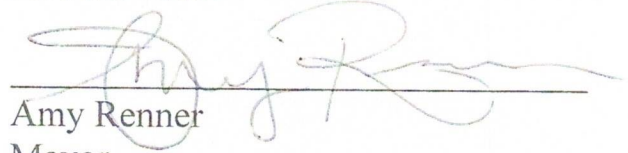
Kevin Simon
Village Fiscal Officer

APPROVED AS TO FORM:



Robert J. Shostak, Esq.
Solicitor

APPROVED:



Amy Renner
Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CERTIFICATION OF VILLAGE FISCAL OFFICER
AS TO POSTING OF RESOLUTION

The foregoing is a true copy of the original Resolution No. 2021-__.


Publication of this Resolution was made by posting a copy of the same in the following five locations within the Village, beginning on _____, 2021, and concluding on _____, 2021 (at least 15 days later):

Location

Date Posted

ATTEST:

Date: _____



Village Fiscal Officer

Lease Agreement

This lease is between the Village of Chauncey, Ohio, a municipality of the State of Ohio hereafter, "lessor" and the Chauncey-Dover Volunteer Fire Department, hereafter "lessee".

(A) **Lease of Premises:** In consideration of the promises and agreements of lessee, lessor hereby leases the following premises to lessee:

Inlot 664 and 20 foot off of the southern boundary line of
Inlot 663 in the Village of Chauncey, Ohio, being that
property on which the Chauncey-Dover Volunteer Fire
Department presently resides.

(B) **Term of Lease:** The term of this lease shall be for ninety-nine (99) years beginning January 1, 1998.

(C) **Rent:** The rent for the term shall be five dollars (\$5.00) which lessor hereby acknowledges as being received.

(D) **Utilities:** Lessee shall arrange for and pay the cost of all utilities services incurred during its occupancy of the demised premises including, but not limited to, water, electric, gas, garbage, cable and telephone services.

(E) **Use and Occupancy:** The premises will be used and occupied in a safe, careful and lawful manner as a volunteer fire department for the Chauncey community. It may be used for no other purpose and the lease shall be automatically voided if that use and purpose changes.

(F) **Alteration and/or Repairs:** Lessee accepts the premises in its present condition acknowledging that it has occupied the premises over a long period of time as a volunteer fire department. All alterations and improvements to the premises including repairs shall be at lessee's sole expense. It is stipulated that the rental amount of this lease, among other reasons, was arrived at because of lessee's agreement to assume the cost of repairs stated herein.

(G) **Taxes Assessments and Insurance:** Lessee will pay all taxes and special assessments levied against the demised property. It will further keep said premises insured against property loss or damage. It will maintain insurance on all property located within the demised premises or shall bear the sole risk and responsibility for its damage or loss. Lessee will further obtain and maintain in force public liability insurance in an insurance company qualified to do business in Ohio insuring against liability to third persons for personal injuries or property damage arising out of the use or occupancy of the premises. The insurance shall provide minimum limits of five hundred thousand dollars (\$500,000.00) for injury to one person and one hundred thousand (\$100,000.00) for damage to any one person's property. The policy shall name lessor as an additional insured and shall provide that the insurer will give lessor written notice at least ninety (90) days prior to the effective date of its cancellation. Lessee shall furnish appropriate certificate or other satisfactory proof of insurance to lessor.

(H) **Lessee Obligations:** Lessee promises that it will:

- (1) Keep the lease premises clean, neat, safe and sanitary at all times;
- (2) Dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner;
- (3) Comply with all requirements imposed on tenants by applicable state and local housing, health and safety codes; and
- (4) Permit entry to the leased premises to the lessor and not unreasonably withhold permission to enter.

(I) **Assignment of Lease:** Lessee shall not assign this lease or sublet the leased premises without the express written permission of lessor.

(J) **Termination on Default:** This lease shall be terminated if lessee changes its use of the property or fails to comply with any other of its obligations under the lease.

Witnessed the signature of the parties, at the dates and places hereinafter indicated.

Dated this 17 day of March, 1998.

Village of Chauncey by:

William L. Duff
Acting Mayor

Chauncey-Dover Volunteer Fire Dept by:

Mark Wales

Francis Bullock
Witness:

Edward Stall
Witness:

Kevin Bennett
Witness:

Dennis Kish
Witness:

Instrument prepared by: Gerald A. Mollica
MOLLIKA, GALL, SLOAN & SILLERY, CO., LPA