



DocId:8227887

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MIAMI COUNTY RECORDER
JESSICA A LOPEZ
2022OR-14591
PRESENTED FOR RECORD
MIAMI COUNTY, TROY, OHIO
10/05/2022 10:34:49 AM
REFERENCES 1
RECORDING FEE 38.00
PAGES 2

DIFF G BOX

TRANSFER NOT NECESSARY
10-5, 20 22
MATTHEW W. GEARHARDT, AUDITOR
MIAMI COUNTY, OHIO

DESCRIPTION APPROVED
MIAMI COUNTY ENGINEER
BY AS DATE 10-3-22

AFFIDAVIT PURSUANT TO ORC 5301.252

STATE OF OHIO)
COUNTY OF MIAMI) ss:

John D. Scott, II, Stacey Scott and Karen Seipel, being first duly cautioned
and sworn according to law deposes and states the following:

1. Affiants state that they are the signatories on a certain lease agreement (Lease) between True Vine Church, an Ohio Nonprofit Corporation (Landlord) and Karen Seipel (Tenant) which was recorded on or about September 29, 2021, at 2021OR-17002 of the Miami County Ohio Recorder's Official Records.
2. Affiants state that they have personal knowledge of the facts set forth in this affidavit.
3. Landlord is the owner of property commonly referred to as 531 W. Ash St. Piqua, OH 45356 and further described as follows:

Situate in the City of Piqua, County of Miami and State of Ohio
and being Lot Numbered Six Hundred Fifty Two (652) by the New
Numbers of the Lots in Said City.

Also conveying the following described real estate situate in the
County of Miami, in the State of Ohio and in the City of Piqua,
and bounded and described as follows, viz: Being a part of lot
numbered six hundred fifty three (653), commencing at a point in
the east line of said lot, forty five (45) feet north of the south east
corner of said lot, and running thence north with said east line to
the north east corner of said lot: thence west with the north line of
said lot to the northwest corner of said lot; thence south with the
west line of said lot to the north line of that part of said lot
heretofore conveyed to Gertrude M. Gilles, and running thence east
with the north line of that part of said lot heretofore conveyed to
Gertrude M. Gillis (Gilles) and parallel with the north line of said lot
to the place of beginning.

Parcel No.: N44-009150

4. The terms of the Lease were vague on what portion of the above-described real estate that the lease encumbered, including the exact measurements of the leased property. This affidavit is offered to clarify the extent of the lease.

5. The initial lease described the leased premises as being "a 19" x 30" strip of land, which is part of the premises located at 531 West Ash Street, Piqua, Miami County, Ohio."

6. However, that description was vague as to the area occupied by the lease and the measurements were incorrect. The leased premises actually consists of a bare section of the property with the following approximate dimensions: Beginning at a point at the intersection of the Southeast Corner of Lot 653, same being the Southwest corner of lot 652; thence east 19 feet along the South line of lot 652; thence parallel with the Western lot line of Lot 652, north 45 feet to a point; thence west parallel with the Southern line of lot 652, 19 feet to a point; thence South along the Western line of lot 652, 45 feet to the point of beginning.

7. All other aspects of the Lease, as recorded, remain in full force and effect.

FURTHER AFFLIANT SAYETH NAUGHT.

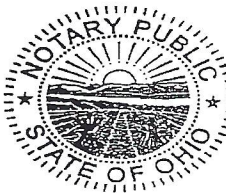
Michael Lawson
dotloop verified
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V3YA-A4XI-IVXH-0QEJ

True Vine Church, an Ohio Nonprofit Corporation

By: *[Signature]*
John D. Scott II, Director

By: *[Signature]*
Stacey Scott, Director

Sworn to and subscribed before me a Notary Public, in and for the State of Ohio, the 30 day of September, 2022.



NATHANIEL J. FUNDERBURG, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
O.R.C. Section 147.03

[Signature]
Notary Public

[Signature]
Karen Seipel

Sworn to and subscribed before me a Notary Public, in and for the State of Ohio, the 29 day of September, 2022.



NATHANIEL J. FUNDERBURG, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
O.R.C. Section 147.03

[Signature]
Notary Public

THIS INSTRUMENT PREPARED BY: Nathaniel J. Funderburg, of McCulloch, Felger, Fite & Gutmann Co., LPA, Attorneys at Law, Piqua, Ohio.

LEASE AGREEMENT

This Lease Agreement is made this 22 day September, 2021, by and between TRUE VINE CHURCH, an Ohio non-profit corporation, (Landlord), and KAREN SEIPEL (Tenant) under which the Landlord leases to the Tenant the described premises under the following terms and circumstances:

1. **Leased Premises**

The leased site is a 19"x30" strip of land, which is part of the premises located at 531 West Ash Street, Piqua, Miami County, Ohio, the full legal description is attached hereto as Exhibit "A".

2. **Term**

The term of this Lease shall be a period of ninety-nine (99) years, commencing October 1, 2021, and terminating on September 30, 2120.

3. **Rent and Payment of Rent**

The rent for the term and any renewal term as set forth in Paragraph 2 shall be \$1.00 per year payable by the 10th day of each October during the lease term with the first payment due by October 10, 2021.

4. **Down Payment**

Tenant has deposited with Landlord the sum of Three Thousand Dollars (\$3,000.00) as down payment for the performance by Tenant of all the terms of this Lease required to be performed by Tenant. If Tenant defaults in the performance of any obligation under this Lease, Landlord, may, but shall not be obligated to, apply all or portions of the down

payment on account of Tenant's obligations. Tenant shall promptly reimburse Landlord for any funds so expended.

5. **Use of Premises**

Tenant shall use the leased premises in a careful, safe and legal manner for the operation of a lawful business. Tenant shall comply with all state and federal regulations in such operation, not permitting any hazardous materials to be disposed thereon.

In no event shall the Tenant use or permit the premises to be used in any manner whatsoever which shall be unlawful, which shall cause commission of waste therein, or which shall disturb, in any way, the peaceful and quiet enjoyment of the leasehold.

6. **Taxes, Assessments and Utilities**

The Landlord shall pay all installments of real estate taxes and assessments and any interest or penalties related thereto which become due and payable with respect to the Premises at any time during the term of this Lease. The tenant shall pay all taxes with respect to any business conducted in the Premises or any personal property used in connection with the Premises or any such business. Landlord shall also be responsible for all utilities provided to said premises during this tenancy.

7. **Alterations, Additions and Improvements to Premises**

The Tenant shall not erect any sign in or upon the Premises or make any alteration, addition or improvement thereto without first obtaining the written consent of the Landlord, and any such consent may be made subject to any terms and conditions that the Landlord may impose. Any sign is subject to City of Piqua, Ohio, ordinances and regulations. Any alteration, addition, or improvement to the Premises shall become and remain the property of the Landlord; and the Tenant shall not be permitted to remove the same upon the termination of this Lease, unless the Landlord otherwise agrees and specifies when granting written consent thereto.

8. **Indemnification**

- (a) The Tenant shall save and keep harmless and indemnify the Landlord from and against all loss, damage or injury to any person or property which on the Premises arising out of the use or occupancy of the Premises by the Tenant or the Tenant's employees, guests, licensees or invitees, or which shall be occasioned by any nuisance made or suffered in the Premises.

- (b) In addition, the Tenant shall maintain and pay for comprehensive public liability insurance, no less than One Million Dollars (1,000,000.00) against such hazards in the name of the Landlord and the Tenant, as their respective interest may appear, which insurance shall be with a company authorized to issue the same in the State of Ohio, and which shall have limits satisfactory to the Landlord. Evidence of Insurance shall be delivered to Landlord upon request.

9. **Entry by Landlord**

The Landlord and the Landlord's agents shall have the right to enter upon the Premises at all reasonable times for the purposes of: (a) inspecting the condition of the Premises and making such repairs, alterations, additions or improvements to the Premises as the Landlord may deem necessary or desirable; (b) exhibiting the Premises to persons who may wish to purchase or lease the Premises or buy real property upon or in which the Premises are located; and (c) during the last sixty (60) days of the term of this Lease, placing notices of reasonable size on the Premises offering the Premises "for sale" or "for Lease", which notices the Tenant shall permit to remain without molestation.

10. **Default by Tenant**

If the Tenant fails to pay any installment of rent within ten (10) days after it becomes due hereunder, or if the Tenant fails to observe or perform any of the other terms or conditions of this Lease required to be observed or performed by the Tenant, or if the Tenant abandons or vacates the premises at any time during the term of this Lease, or if the Tenant makes an assignment for the benefit of creditors or enters into a composition agreement with creditors, or if the interest of the Tenant in the Premises is attached, levied upon or seized by legal process, or if a bankruptcy or insolvency proceeding is filed by the Tenant, or the Tenant is adjudged bankrupt, or if a receiver is appointed for the Tenant by any court of competent jurisdiction, or if this Lease is assigned or terminated by operation of law, in any such event, then or any time thereafter, without prior notice to or demand upon the Tenant, at the option of the Landlord, the Landlord shall have the right to immediately re-enter and take possession of the Premises and either: (a) declare this Lease to be rescinded, in which event this Lease, all rights of the Tenant and all duties of the Landlord shall immediately cease and terminate, and the Landlord may possess and enjoy the Premises as though this Lease had never been made, without prejudice, however, to any and all rights of action against the Tenant having at the time of such rescission accrued to the Landlord for rent, damages or breach of covenant, or (b) relet the Premises on behalf of the Tenant and for the highest rent reasonably obtainable in the judgment of the Landlord, which event shall not be considered as a surrender or acceptance back of the Premises or a termination of this Lease, and recover from the Tenant any deficiency between the amount received as rent upon such reletting and the amount of rent payable under this Lease plus any expenses incurred by the

Landlord in connection with such reletting, including, without limitation, the expenses of decorating, repairs or alteration that the Landlord deems necessary or appropriate to make in connection with such reletting.

11. **Assignment or Subletting by Tenant**

The Tenant shall not assign any right, title or interest hereunder or sublet all or any part of the leasehold without the written approval of the Landlord which shall not be unreasonably denied.

12. **Quiet Enjoyment**

If the Tenant pays the rent and keeps and performs the covenants of this Lease on the Tenant's part to be kept and performed according to the provisions and conditions hereof, the Tenant shall peaceably and quietly hold, occupy and enjoy said Premises during the term hereof, without any hindrance or molestation by the Landlord or the Landlords' successor or assigns. It is specifically agreed that the Tenant shall not permit or encourage loitering upon said premises after normal business hours.

13. **Waiver of Subrogation**

The Landlord and the Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the Premises, or covered by insurance in connection with property on or activities conducted on the Premises (whether or not such insurance is required to be carried under this Lease), regardless of the cause of the damage or loss, but only to the extent that such loss is collected under the insurance policy or policies, and only to the extent not prohibited by such policy or policies of insurance.

14. **Miscellaneous**

- (a) Any notice or other communication required or permitted hereunder will be in writing and will be delivered personally, by recognized overnight courier, or by registered or certified mail, postage prepaid, as follows:


If to Tenant: Karen Seipel
P.O. Box 641, Piqua, OH 45356

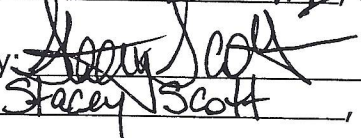
If to Landlord: True Vine Church
531 West Ash Street, Piqua, OH 45356

- (b) This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements written or oral with respect thereto.
- (c) This Agreement may be amended, superseded, or cancelled only by a written instrument signed by the parties.
- (d) This Agreement will be covered, construed, and enforced in accordance with the laws of the State of Ohio.
- (e) This Agreement and all of its provisions, rights, and obligations will be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and legal representatives.
- (f) If any provision of this Agreement for any reason shall be held to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed as if such illegal, invalid, or unenforceable provision had never been included.
- (g) This Agreement may be executed in counterparts, each of which will be deemed to be an original as against any parties whose signature appears thereon and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first mentioned above.

**LANDLORD: TRUE VINE CHURCH,
An Ohio Nonprofit Corporation**

By: 
John D. Scott II, Director

By: 
Stacey Scott, Director

TENANT:


KAREN SEIPEL

<u>Michael Lawson</u>	dotloop verified 04/25/24 2:31 PM EDT L5H8-HQKE-F5JD-GEFJ
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EXHIBIT "A"

SITUATE IN THE CITY OF PIQUA, COUNTY OF MIAMI AND STATE OF OHIO AND BEING LOT NUMBERED SIX HUNDRED FIFTY TWO (652) BY THE NEW NUMBERS OF THE LOTS IN SAID CITY.

ALSO CONVEYING THE FOLOWING DESCRIBED REAL ESTATE SITUATE IN THE COUNTY OF MIAMI, IN THE STATE OF OHIO AND IN THE CITY OF PIQUA, AND BOUNDED AND DESCRIBED AS FOLLOWS, VIZ: BEING A PART OF LOT NUMBERED SIX HUNDRED FIFTY THREE (653), COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT, FORTY FIVE (45) FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT, AND RUNNING THENCE NORTH WITH SAID EAST LINE TO THE NORTH EAST CORNER OF SAID LOT; THENCE WEST WITH THE NORTH LINE OF SAID LOT TO THE NORTH WEST CORNER OF SAID LOT; THENCE SOUTH WITH THE WEST LINE OF SAID LOT TO THE NORTH LINE OF THAT PART OF SAID LOT HERETOFORE CONVEYED TO GERTRUDE M. GILLES, AND RUNNING THENCE EAST WITH THE NORTH LINE OF THAT PART OF SAID LOT HERETOFORE CONVEYED TO GERTRUDE M. GILLIS (GILLES) AND PARALLEL WITH THE NORTH LINE OF SAID LOT TO THE PLACE OF BEGINNING.

PARCEL: N44-009150