

RESOLUTION NO. 70-2006

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT TO PURCHASE PROPERTY FROM JAMES G. JOHNSON

WHEREAS, the Mayor has negotiated an agreement to purchase various real property from James G. Johnson located at 4092 Broadview Road; and

WHEREAS, this Council finds that it is in the best interests of the Village to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement to purchase certain real property from James G. Johnson in accordance with an agreement attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 11/7/06

Barbara Luyend
President of Council

William J. ...
Mayor

Dated: 11/9/06

ATTEST:

Carolyn E. Sullivan
Clerk of Council

PROPERTY SALE AND PURCHASE AGREEMENT

This Property Sale and Purchase Agreement ("Agreement") is made by and between:

James G. Johnson
5284 West Streetsboro Rd.
Richfield, Ohio 44286

and

Village of Richfield, Ohio
4410 W. Streetsboro Road
Richfield, Ohio 44286

("Seller")

("Buyer")

Seller and Buyer are sometimes referred to individually as "Party" or together as "Parties".

RECITALS:

- A. Seller is the owner of Property (hereinafter defined) which Buyer desires to purchase and Seller is willing to sell to Buyer on the terms and conditions set forth herein.
- B. The Agreement shall be effective upon the date of the last of Seller and Buyer to execute this Agreement ("Effective Date").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the adequacy, sufficiency and receipt of which the Parties hereby acknowledge, and intending to be legally bound, the Parties agree as follows:

1. Sale and Purchase of Property.

- A. Realty and Improvements. Seller shall sell to Buyer and Buyer shall purchase from Seller, upon the terms and conditions hereof:

- i. certain improved real property consisting of approximately 4.667 acres of land located on 4092 Broadview Road, Richfield, Ohio, designated as Permanent Parcel No. 5000643, legally described on Exhibit A attached hereto and depicted on Exhibit B attached hereto, together with all gas, oil and mineral rights, easements, appurtenances, rights, privileges and hereditaments belonging or in any way appertaining thereto or thereunto belonging (collectively, "Realty"), and
- ii. any and all improvements, both above and below the ground, and specifically including the residence, all utilities, pavings, landscaping and other structures on the Realty and all of its supportive systems, equipment and fixtures (collectively, "Improvements").

- B. Property. Realty and Improvements are hereinafter collectively referred to as "Property". Buyer acknowledges that Buyer is purchasing the Property in its present "AS IS" condition.

2. Purchase Price/Method of Payment.

- A. Buyer agrees to pay Seller as the Purchase Price for Property the sum of \$260,000.00 ("Purchase Price").

B. The Purchase Price (less the sum of prorations, adjustments and other credits to which Buyer is entitled as herein provided), shall be paid in immediately available funds to be deposited by Buyer with Escrow Agent on the Closing Date (hereinafter defined).

3. **Escrow Agent.**

"Escrow Agent" shall be the Title Company (as designated on the signature page of this Agreement). Immediately following the Effective Date, Parties shall open an escrow account with Escrow Agent. This Agreement shall serve as escrow instructions and shall be subject to the usual conditions of acceptance of Escrow Agent insofar as the same are not inconsistent with any of the terms hereof.

4. **Buyer's Due Diligence.**

A. **Title Commitment.** Buyer shall have the right to order and obtain, at Buyer's expense, a current title commitment ("Title Commitment") and special tax search issued by the Title Company setting forth the state of the title of Realty and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting Realty and Improvements which would appear in an Owner's Policy of Title Insurance ("Title Policy"), if issued by the Title Company as provided herein.

B. **Inspections.**

Buyer or Buyer's agents shall have the right and permission, at Buyer's expense, to enter upon Property, or any part thereof, after the Effective Date, at all reasonable times and from time to time prior to termination of this Agreement for the purpose of making all inspections, tests, surveys and studies (collectively, "Inspections") required to determine the suitability of Property for Buyer's purposes as Buyer shall solely determine (which shall include without limitation, surveys, physical inspections, environmental assessments, soil tests, evaluation of utilities, etc.). Seller shall cooperate with Buyer and/or Buyer's agents in providing information and access to the Property necessary to complete the Inspections.

5. **Contingencies during Contingencies Period.**

Buyer's obligations under this Agreement are subject to Buyer's satisfaction with and/or waiver of the following contingencies (collectively, "Contingencies") within the 60 day period following the Effective Date ("Contingencies Period"):

i. **Title.**

Buyer obtaining a Title Commitment (and, ultimately, a Title Policy) from Title Company showing that the state of title to Property is satisfactory to Buyer and that Property is subject to no liens, encumbrances, defects, restrictions, conditions, easements or other agreements (other than mortgages which will be paid at the Closing from the proceeds due Seller) which would be objectionable to Buyer in Buyer's sole discretion. All real estate taxes and assessments which are a lien but not yet due and payable and all other exceptions approved or accepted by Buyer in writing hereunder shall be the "Permitted Encumbrances". Seller shall cause all standard printed exceptions on Schedule B of the Title Policy to be deleted by Title Company.

ii. **Inspections.** Buyer obtaining Inspections which are not objectionable to Buyer in Buyer's sole discretion.

iii. **Council Approval.** Buyer obtaining approval of this transaction from the Richfield Village Council pursuant to a duly enacted ordinance to such effect.

6. **Resolution of Contingencies.**

Buyer shall endeavor to give Seller notice of Buyer's satisfaction with and/or waiver of any of the Contingencies promptly upon such determination. If Buyer fails to give notice of disapproval of any Contingencies prior to the expiration of Contingencies Period, such failure shall be conclusively deemed to be full and complete approval and satisfaction of all Contingencies. On or before the expiration of Contingencies Period, Buyer shall notify Seller if Buyer is not satisfied with any aspect of Contingencies and this Agreement shall be deemed terminated thereupon.

7. **Closing Arrangements.**

A. **Seller's Closing Obligations.**

Provided Buyer is satisfied with or waives the Contingencies before the end of the Contingency Period as herein provided with no material adverse change in the status thereof before Closing Date, this transaction shall be closed ("Closing") at the office of the Escrow Agent on or before the 30th day after the end of Contingencies Period or on such other date as may be mutually agreed by the Parties ("Closing Date") and Seller shall

- i. cause to be delivered to Buyer the Title Policy in the full amount of the Purchase Price issued in accordance with the form of Title Commitment approved by Buyer during the Contingency Period without any intervening liens, encumbrances or exceptions,
- ii. cause to be paid in full and released of record all mortgages, liens and encumbrances which are liens on the Property,
- iii. deliver to Escrow Agent a General Warranty Deed ("Deed"), duly executed and in proper form for recording in the form reasonably acceptable to Buyer conveying to Buyer fee simple, marketable and insurable title to the Property, free and clear of all liens and encumbrances except for Permitted Encumbrances and zoning ordinances and taxes and assessments, both general and special, not yet due and payable,
- iv. deliver to Escrow Agent a duly executed Lease of Single Family Residence, Improvements and Lot in the form of Exhibit C attached hereto ("Lease"), and
- v. execute, acknowledge and deliver such affidavits, resolutions and other documents which the Title Company shall reasonably require in order to issue the Title Policy and to omit from the Title Policy all exceptions for judgments, mechanics liens and similar matters.

B. **Buyer's Closing Obligations.**

- i. Buyer shall, on or before the Closing Date through escrow, deliver to Seller the Purchase Price, and any other documents reasonably required to close this transaction.
- ii. Buyer shall continue all water, gas, sewer, electric and all other utilities after the Closing Date in Seller's name without liability to Buyer therefor.

C. **Escrow Agent's Closing Obligations.** At the Closing Date, after causing the filing of the Deed, Escrow Agent shall close this transaction as follows:

- i. Credit Seller and charge Buyer with the Purchase Price deposited in escrow.
- ii. Credit Buyer and charge Seller with real estate taxes and assessments, both general and special, prorated to the Closing Date based upon the latest available tax rate and valuation.
- iii. Charge Seller with and pay to the payee entitled thereto:
 - a. 50% of the cost of title examination, special tax search, Title Commitment and Title Policy;
 - b. 50% of Escrow Agent's fee;
 - c. the transfer tax and/or conveyance fee;
 - d. Seller's pro rata share of all items to be prorated in escrow;
 - e. any amounts necessary to remove liens which are removable upon the payment of a fixed sum in order to convey title as herein provided;
 - f. all other fees and charges which are required to be paid by Seller pursuant to this Agreement.
- iv. Charge Buyer with and pay to the payee entitled thereto:
 - a. 50% of the cost of title examination, special tax search, Title Commitment and Title Policy and;
 - b. 50% of Escrow Agent's fee;
 - c. the cost of recording Deed and Mortgage;
 - d. Buyer's pro rata share of all items to be prorated in escrow; and
 - e. all other fees and charges which are required to be paid by Buyer pursuant to this Agreement.
- v. Immediately following the Closing Date, Escrow Agent shall deliver the funds and documents as follows:
 - a. to Seller (or Seller's attorney, if Seller is represented by legal counsel), the funds and documents due Seller together with duplicate copies of the escrow statement, and
 - b. to Buyer (or Buyer's attorney, if Buyer is represented by legal counsel), the funds and documents due Buyer together with duplicate copies of the escrow statement.

8. **Possession.**

Seller shall retain possession of Property after the Closing Date until March 31, 2007 pursuant to the duly executed Lease.

9. **Default.**

In the event of a material default hereunder by Seller, Buyer may elect to terminate this Agreement, in which event Buyer shall be entitled to reimbursement of its reasonable expenses incurred in connection with the Contingencies and may, in addition, sue for specific performance. If Buyer shall default in the performance of its obligations under this Agreement, Seller shall be entitled to sue for specific performance.

10. **General Provisions**

A. **Notices.**

- i. All notices, elections, consents, demands and communications shall be in writing and delivered personally or by registered or certified mail, return receipt requested, postage prepaid or by any nationally recognized overnight courier service addressed to the other Party at their address first stated in this Agreement. Copies of notices shall be sent to the Attorneys for the respective Parties, if identified on the signature page. Either Party may, by written notice to the other, change the address to which notices are to be sent.
- ii. Unless otherwise provided herein, all notices shall be deemed given when personal delivery is effected or when deposited in any branch, station or depository maintained by the U.S. Postal Service or the overnight courier service within the United States of America, except that a notice of a change of address shall be deemed given when actually received. Seller's affidavit of the date and time of deposit in a mailbox or with the overnight courier service or the postmark, whichever is earlier shall constitute evidence of the Effective Date when the notice has been given.

B. **Entire Agreement.**

This Agreement, together with the attached Exhibits, contains all of the terms and conditions of the Agreement between the Parties, and any and all prior and contemporaneous oral and written Agreements are merged herein. The Exhibits attached to this Agreement are hereby incorporated by reference in their entirety with the same force and effect as if they were set forth at length in this Agreement.

C. **Modifications and Waivers.**

This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any Party, be waived orally. Changes and waivers can only be made in writing and the change or waiver must be signed by the Party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

D. Benefit of Agreement.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.

E. Broker.

Seller and Buyer each warrant to the other that neither Party has dealt with any real estate broker in effecting this Agreement. Each Party shall hold the other harmless from any and all claims, demands, and attorney's fees resulting from any other real estate broker's claims for real estate commission based upon dealings with such Party.

F. Counterparts.

This Agreement may be executed in multiple counterparts and shall be effective when such counterparts are executed by and delivered to all signatory Parties. Such counterparts shall be taken to be one and the same original document with the same effect as if all Parties hereto had signed the same document. Any executed signature page of this Agreement may be detached from any counterpart and attached to another counterpart containing the signature pages with the signatures of all other signatory Parties to this Agreement.

This is the end of page 6.

IN WITNESS WHEREOF, Seller, Buyer and Escrow Agent/Title Company have hereunto set their hands at the place and date set forth beneath their signatures.

Seller:

By: James G. Johnson
James G. Johnson
Richfield Ohio 9/29/06
(place) (date)

Buyer:

Village of Richfield, Ohio

By: _____
Mayor Michael K. Lyons

By: _____
Finance Director Eleanor Lukovics

(place) (date)

Charles T. Riehl, Law Director
Walter and Haverfield, LLP
1301 East 9th Street, Suite 3500
Cleveland Ohio 44114
Telephone: 216-928-2895

Approved as to form:

By: _____
Charles T. Riehl, Law Director

(place) (date)

Escrow Agent/Title Company:

LandAmerica/Lawyer's Title Insurance Corporation
195 S. Main Street, Suite 202
Akron, Ohio 44308
Telephone: 330-762-3029
Fax: 330-873-9529

By: _____

Seller's attorney:

Telephone: _____
Fax: _____
Email: _____

Buyer's attorney:

Ziegler, Metzger & Miller LLP
Christopher E. Soukup
925 Euclid Avenue, Suite 2020
Cleveland, Ohio 44115
Telephone: (216) 781-5470
Fax: (216) 781-0714
Email: csoukup@zieglermetzger.com

DESCRIPTION OF LAND

Situated in the Village of Richfield, County of Summit and State of Ohio:

and known as being part of Lot No. 23 in Tract 1 in said Village and more fully described as follows:

Commencing at the intersection of the centerline of W. Richfield Road (State Rout 176) with the centerline of Streetsboro Road (State Rout 303);

Thence N. 30°05'30" W., along the centerline of said W. Richfield Road, 1142.36 feet;

Thence S. 72° 44'30" W., 30.77 feet to an iron pipe in the westerly line of said road;

Thence N. 30°05'30" W. along said Westerly line of said road, 228.70 feet to the True Place of Beginning of land hereby described;

Thence S. 71°34' W., 218.32 feet;

Thence S. 26°26' E., 221.34 feet;

Thence S. 72°44'30" W., 321.34 feet;

Thence S. 0°18'30" W., 129.35 feet;

Thence S. 89°31'30" W., 371.28 feet;

Thence N. 4°54' W., 268.29 feet;

Thence N. 71°34' E., 832.50 feet to the Westerly line of said W. Richfield Road;

Thence S. 30°05'30" E., along the Westerly line of said road, 40.84 feet to the True Place of Beginning and containing, as surveyed in October, 1935 by S.G. Swigart & Son, 4.667 Acres of land, be the same more or less; but subject to all legal highways.

PPN: 500064



LEASE OF SINGLE-FAMILY RESIDENCE, IMPROVEMENTS AND LOT

THIS LEASE is made as of _____, 2006, by and between Village of Richfield, ("Landlord") and James G. Johnson ("Tenant"). Landlord and Tenant agree to the terms and conditions written below.

1. DESCRIPTION, LEASE AND ORIGINAL CONDITION OF PROPERTY.

Landlord leases to Tenant, and Tenant leases from Landlord, the single-family residence, improvements and the lot they are situated upon, including other attached fixtures appurtenant thereto which are located at 4092 Broadview Road, Richfield, Ohio which is described on Exhibit A attached hereto ("Property"). Tenant is the prior owner of the Property and accepts same in its "as is" condition without any representations or warranties of Landlord whatsoever.

2. TERM.

2.1 Original Term. The term of this Lease shall begin on _____ and shall end on March 31, 2007, unless sooner ended or extended as this Lease may provide.

2.2 Holding Over. If Tenant remains on the Property after the original term of this Lease ends, then, unless the Tenant and Landlord sign a new lease or mutually agree in writing to extend the term of this Lease, the term of this Lease will continue on a month-to-month basis at a monthly rental rate of \$ _____, and thereafter either Landlord or Tenant may end this Lease by giving the other notice, in which case this Lease shall end on the last day of the calendar month just after the month in which the notice is given.

3. RENT.

3.1 Amount. Tenant's rent shall be waived by Landlord.

3.2 Method of Payment. Any rent payments shall be made by cash, check or money order payable to Landlord and shall be sent to Landlord's attention at 4410 W. Streetsboro Road, Richfield, Ohio 44286, unless Landlord shall direct otherwise by notice to Tenant. Each payment sent other than by hand delivery shall be sent sufficiently in advance of its due date so that it will arrive on or before its due date given normal delivery conditions.

3.3 Real Estate Taxes/Water & Sewer Charges. Landlord shall pay all real estate taxes applicable to the Property. Tenant shall pay for all water and sewer charges applicable thereto promptly upon receipt of invoices therefor.

4. QUIET ENJOYMENT.

If Tenant pays the rent and lives up to Tenant's duties under this Lease, then Landlord shall not interfere with Tenant's right to use the Property during the term of this Lease.

5. TENANT'S OBLIGATIONS DURING THE LEASE TERM.

5.1 Repairs and Replacements. Tenant shall be responsible for all repairs and maintenance for everything on the Property and shall maintain in good and safe working order and condition for residence, all improvements and all other all components of the Property

including the roof, furnace and all electrical, plumbing, sanitary, heating, ventilating and air conditioning fixtures and appliances, in compliance with applicable building and housing codes. Landlord shall not be required to repair or pay for any repairs, maintenance or other expenses of the Property under any circumstances whatsoever.

5.2 Permitted Changes to the Property. Tenant may make changes to the Property if (1) Landlord consents to the changes in advance thereof (2) the changes are made in a good, workmanlike manner and without breaking any laws, rules or regulations, and (3) Tenant pays on time for all material, work and fuel related to these changes. Tenant is not an authorized agent of Landlord when Tenant makes such changes.

5.3 Utilities/Security System. Tenant shall maintain all gas, electric, telephone and security system services to the Property in Tenant's name. Tenant shall pay, when due, all charges for those services.

5.4 Insurance. Tenant shall, at Tenant's expense, procure and maintain at all times during the Term of this Lease a policy or policies of insurance covering loss or damage to the Property in the amount of the full replacement value thereof (exclusive of Tenant's personal property and equipment), providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended peril (all-risk). Tenant shall not do or permit anything to be done in or about the Property which will increase the existing rate of insurance upon the Property or cause the cancellation of any insurance policy covering said Property. Tenant shall, at its own cost and expense, keep and maintain in full force during the Term hereof, public liability insurance covering the Property and Tenant's activities therein against claims for personal injury and death in an amount of not less than \$500,000 for injury or death of any one person, and \$1,000,000 for injury or death of all persons in any one accident, and \$500,000 property damage. Tenant shall furnish to Landlord a certificate evidencing the fact that the insurance described herein has been obtained and is in full force and effect.

5.5 Indemnity. Tenant will indemnify (legally protect) and defend Landlord from and against all claims, liabilities, lawsuits, personal injuries, deaths or property damage which may arise from Tenant's using or living at the Property (unless caused by Landlord's negligence or other misconduct) and shall pay, or repay Landlord for, all costs, expenses and attorneys' fees in connection with any such claim, demand or lawsuit brought against Landlord.

5.6 Use and Occupancy.

A. Compliance with Laws. Tenant shall occupy and use the Property as a place to live and for farming purposes, and for no other business or other purpose. Tenant shall not violate any zoning laws or private restrictions which apply to the Property.

B. Occupancy Limited. The occupants of the Property are limited to Tenant and Tenant's immediate family. Tenant shall not allow (by assignment, sublease or otherwise) the Property to be used or lived in by others unless Tenant first gets Landlord's written consent in Landlord's sole discretion. Even if Landlord consents, Tenant will still be responsible for seeing that all other terms of this Lease are obeyed.

C. Tenant's Conduct. Tenant shall conduct himself and require other persons on the Property with his consent to conduct themselves in a manner that will not disturb others.

D. Rules and Regulations. From time to time, Landlord may make and change such reasonable rules and regulations as Landlord may consider necessary for the best interest, safety, care, cleanliness and good order of the Property. Tenant shall obey all such rules and regulations.

6. DAMAGE TO OR DESTRUCTION OF PROPERTY.

6.1 Damage Which Significantly Prevents the Property from Being Used. If the Property shall be damaged or destroyed by any cause other than the intentional misconduct of the Tenant, its visitors or invitees, and as a result, the Property cannot be then either Landlord or Tenant may end the lease term, as of the date of the damage or destruction, by giving written notice to the other party within 10 days after the happening of the damage or destruction. Any rent payments shall abate for such periods during which occupancy is prevented by such damage or destruction.

6.2 Damage Which Does Not Significantly Prevent the Property from Being Used. If the Property should be damaged by any cause other than the intentional misconduct of the Tenant, its visitors or invitees, but the damage does not prevent the Property from being used then Tenant shall be entitled to retain possession of the Property.

7. MUTUAL WAIVER OF SUBROGATION.

Landlord and Tenant each agree not to make a claim or bring a lawsuit against the other party for any loss (regardless of cause, including the negligence of the other party) which is actually or required by this Lease to be covered by insurance and for which insurance benefits are paid, unless the insurance policy prohibits this agreement not to claim or sue. Each party shall use reasonable efforts to obtain insurance which permits this agreement and under which the insurer similarly agrees not to make a claim or suit against the other party.

8. DEFAULT AND REMEDIES.

8.1 What Constitutes Default. For the purposes of this Lease, "default" shall mean any of the following events: (a) Abandonment of the Property by Tenant, (b) Failure by Tenant to pay any installment of rent or other money obligation within 10 days after Landlord shall have given Tenant written notice that such rent or other obligation is past due (except that Landlord need not give notice or allow Tenant time to cure the failure if such failure shall have occurred and been cured or waived two or more times previously during the term of this Lease), (c) Failure by Tenant to obey any other obligation under this Lease, which failure shall continue uncured for a period of 15 days after delivery to Tenant of written notice thereof (unless the delay in curing such failure is caused by accident, casualty or other cause beyond Tenant's reasonable control, in which event the 15 day period shall be extended by the period of such delay or unless this Lease provides a different cure period or unless Landlord reasonably advises Tenant that an emergency condition requires a shorter cure period and specifies the length of such period), or (d) if Tenant's rights under this Lease are taken away by operation of law. Unless otherwise required by law, Tenant shall have 10 days after receiving notice of any violation of applicable law to correct the violation. If the violation cannot be completely corrected within 10 days, and if Tenant begins to correct the problem within that 10 day period and diligently continues to work toward correction until the problem is fully corrected, then the 10 day period will be extended so long as Tenant continues to work diligently toward the correction.

8.2 Effect of Default. In the event of default, Landlord may (a) end this Lease, or, without ending this Lease, end Tenant's right to possession of the Property under this Lease, (b) re-enter the Property with or without court assistance, using such force as may be necessary and permitted by law and remove all persons and things therefrom (except that Landlord shall not seize any furnishings or possessions of Tenant for the purpose of recovering rent payments unless authorized to do so by court order), (c) sue for and collect (1) the rent owed by Tenant to Landlord, (2) all other sums for which Tenant shall be in default (including, but not limited to, those resulting from damage to the Property, maintenance, repair, replacement and utility costs), (3) the costs of preparing the Property for re-rental (including but not limited to, painting and repairing), (4) reasonable attorneys' fees to the extent permitted by law, and (5) any real estate broker's commission for re-renting the Property, (d) cure any default relating to the condition of the Property and require Tenant to repay Landlord for the costs thereof, or (e) employ any other remedy provided by law. Landlord may use any one or more of these remedies and the exercise of any one shall not limit Landlord's right to use of or more additional remedies provided by law.

9. OBLIGATIONS AT END OF LEASE.

9.1 Surrender of Property. When this Lease ends, Tenant shall remove all of Tenant's belongings from the Property and shall deliver the Property to Landlord broom clean, free of debris and in as good repair and condition as the Property was at the beginning of the term of this Lease, except reasonable wear and tear and destruction as described herein for which Tenant does not have to make repairs. If Tenant fails to remove such belongings when this Lease ends, Landlord may remove and store them at Tenant's expense. At any time more than 30 days after this Lease ends, Landlord may dispose of such belongings and shall pay Tenant the proceeds of such disposal less (1) the cost of removal, storage and disposal, and (b) any amount then due Landlord from Tenant for rent or other charges under this Lease.

10. NOTICES.

All notices, requests, consents and other communications required or permitted under this Lease shall be in writing. At any time, either party may change the address to which notice to it shall be sent by notifying the other party in writing of such change. Notice may be sent by Certified Mail, postage prepaid, return receipt requested, by handing a written copy of the notice to the party being notified, or, if the notice is to Tenant, by leaving it at the Property. The date of any such notice shall be the date it is mailed, handed or left as provided in this Section.

11. ONLY AGREEMENT; CHANGES.

This Lease is the entire and only agreement and contains all the representations, warranties and promises by and between Landlord and Tenant about the Property. This Lease may be supplemented or changed only by a writing signed by both parties.

12 COUNTERPARTS.

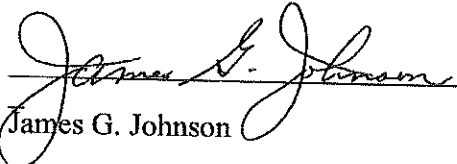
This Lease may be executed in multiple counterparts and shall be effective when such counterparts are executed by and delivered to all signatory parties. Such counterparts shall be taken to be one and the same original document with the same effect as if all parties hereto had signed the same document. Any executed signature page of this Lease may be detached from any counterpart and attached to another counterpart containing the signature pages with the signatures of all other signatory parties to this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year first above written.

LANDLORD:
Village of Richfield

TENANT:

Mayor Michael K. Lyons



James G. Johnson

STATE OF OHIO)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on _____, 2006 by Mayor Michael K. Lyons on behalf of the Village of Richfield.

Notary Public

STATE OF)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on _____, 2006 by James G. Johnson.

Notary Public
