

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO EXECUTE AN AMENDMENT AND EXTENSION OF THE LEASE AGREEMENT BY AND BETWEEN THE VILLAGE AND THE MERIDIAN SUN TEMPLE COMPANY (AKA MERIDIAN SUN LODGE #69) FOR THE BUILDING LOCATED AT 4586 STREETSBORO ROAD

WHEREAS, the Village and the Meridian Sun Company are currently parties to a lease agreement for the use of the building located at 4586 Streetsboro Road; and

WHEREAS, said lease agreement currently has a term lasting through March of 2035; and

WHEREAS, Council finds and determines that it is in the best interest of the Village to extend the term of the lease beyond March of 2035, and to modify certain terms and conditions set forth in the Lease Agreement.

NOW THEREFORE, Be It Ordained by the Council of the Village of Richfield, Summit County, State of Ohio, that:

SECTION 1. The Mayor and the Finance Director are authorized and directed to execute all documents necessary to effectuate the extension of the lease beyond March of 2035, and to modify certain terms and conditions set forth in the Lease Agreement, as appropriate.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect at the earliest date allowed by law.

PASSED: 5-6-2025



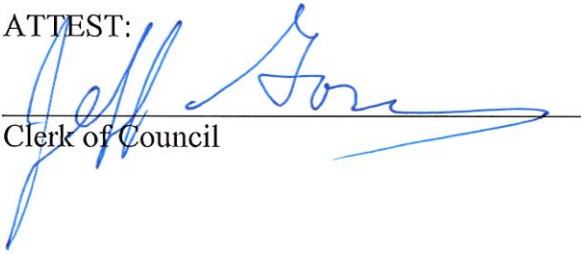
President of Council


Mayor

Dated: 5/6/2025

ATTEST:

Clerk of Council

A handwritten signature in blue ink, written over a horizontal line. The signature is stylized and appears to consist of several loops and a long horizontal stroke extending to the right.

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made effective as of this _____ day of _____, 2025 ("Effective Date"), by and between **VILLAGE OF RICHFIELD**, an Ohio municipal corporation ("Landlord"), and **MERIDIAN SUN LODGE NO 69 F & A M**, an Ohio unincorporated nonprofit association and successor in interest to The Meridian Sun Temple Company ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated on or about April 1, 2009 ("Original Lease") whereby Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, certain real property located at 4586 Streetsboro Road, Richfield, Ohio 44286, as more particularly described in the Lease ("Leased Premises"), the terms and conditions of the Lease being incorporated herein and made a part hereof by this reference; and

WHEREAS, Landlord and Tenant desire to modify and extend certain provisions of the Original Lease upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended as follows:

AGREEMENT

1. RECITALS. The foregoing recitals are hereby incorporated into this Amendment.
2. FULL FORCE AND EFFECT OF LEASE. Except as hereby amended, the Original Lease remains in full force and effect, and all provisions not expressly modified by this Amendment shall remain unmodified and unamended.
3. ADDITIONAL TERM. Commencing upon the expiration of the Term of the Original Lease, the parties hereby agree to extend the Original Lease for an additional term of ninety (90) years (the "Additional Term"). The Additional Term shall commence on April 1, 2035 and shall expire on April 1, 2125.
4. CONTINUATION AND EXTENSION OF OBLIGATIONS SET FORTH IN ORIGINAL LEASE DURING ADDITIONAL TERM. Except as hereby amended, the respective obligations and responsibilities of Landlord and Tenant under the Original Lease shall remain the same throughout the duration of the Additional Term.
5. ADDITIONAL CONSIDERATION DURING ADDITIONAL TERM. During the Additional Term, Tenant shall pay Base Rent in the amount of \$1.00 per year and shall continue to engage in philanthropic and community service activities benefitting the Village of Richfield.

6. ADDITIONAL EVENTS OF DEFAULT. In addition to the events of default set forth in the Original Lease, it shall be an event of default if Tenant ceases operations and/or is required to merge or consolidate its operations with another masonic lodge outside of the Village of Richfield.

7. DEFINED TERMS AND CONFLICTS. All defined terms used in this Amendment shall have the same meanings to them in the Lease, unless otherwise noted. Any inconsistencies between the terms of the Lease and the terms of this Amendment will be controlled by the terms of this Amendment. Any terms in the Lease which conflict with the foregoing terms will be deemed modified to give effect to the revisions contemplated herein. All remaining terms of the Lease, as amended, not modified by the terms of this Amendment shall remain in full force and effect. As used in the Lease, the term "Lease" shall mean the Lease, as amended by this Amendment.

8. COUNTERPARTS. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the Effective Date set forth above.

LANDLORD:

VILLAGE OF RICHFIELD,
an Ohio municipal corporation

By: _____
Its: _____

TENANT:

MERIDIAN SUN LODGE NO 69 F & A
M, an unincorporated nonprofit association

By: _____
Its: _____

