

A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ENTER INTO A BILL OF SALE AGREEMENT WITH ATT COMMUNICATIONS OF OHIO, INC. AND DECLARING AN EMERGENCY.

Be it Resolved by the Council of the Village of Richfield, State of Ohio:

Section 1: That the Director of Public Service be and he hereby is authorized and directed to enter into a bill of sale agreement with ATT Communications of Ohio, Inc., a copy of which agreement is attached hereto as Exhibit A and incorporated herein fully as if by reference.

Section 2: This RESolution is determined to be an emergency measure necessary for the immediate preservation of the public peace, health or safety for the reason to facilitate the construction of necessary sewer lines, and provided this Resolution receives the affirmative vote of two-thirds of the members elected or appointed, shall take effect and be in force from and after its approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest date provided by law.

Passed: 6/6/89

David W. Howard
President of Council

Attest:

Mary L. Hegley
Clerk of Council

Robert Waszak
Mayor

Dated: 6/6/89

BILL OF SALE

AT&T Communications of Ohio, Inc., (hereinafter "Seller", an Ohio corporation, in consideration of One and 00/100 Dollars (\$1.00), receipt of which is hereby acknowledged, does hereby sell to _____

The Village of Richfield, Ohio _____ (hereinafter "Buyer"),
the following poles, fixtures and appurtenances (hereinafter "Material"),
of its Richfield - Akron _____ Cable.

Approximately 3300 feet of cable buried along the East Right of Way of
Brecksville Road.

It is expressly understood that Seller does not warrant the right to maintain or use any of the above described Material, hereby sold, at its present location and does not agree to secure or guarantee the Buyer any right of way, franchise or permission from any governmental authority to maintain or use said Material in its present location.

In consideration of the foregoing, Buyer agrees to assume all liability for any damage resulting or alleged to result from the said Material and further agrees to hold Seller, its associated and allied companies, its and their respective lessees and agents and employees harmless from any liability, claims and damages of whatsoever nature resulting from leaving said Material on Buyers property or any other property.

AT&T Communications of Ohio, Inc.

By Henry J. Killian

Accepted:

Buyer: _____

Date: _____

Address: _____

Telephone No. _____

Work Completed APRIL, 24, 1989