

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A LEASE WITH THE BOARD OF EDUCATION OF THE REVERE LOCAL SCHOOL DISTRICT AND DECLARING AN EMERGENCY

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 a lease with the Board of Education of the Revere Local School District for the lease of the 1918 1939 Building for the Richfield Recreation Department, a copy of which lease is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary for the operation of a Village department; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: December 5, 2000

Michael B. Lips
President of Council

Donald W. Lassen
Mayor

Dated: 12/7/2000

ATTEST:
Carol Gibson
Clerk of Council

LEASE

December

This Lease is made this 12th day of ~~October~~, 2000 by and between the BOARD OF EDUCATION OF THE REVERE LOCAL SCHOOL DISTRICT, an Ohio body politic, ("Landlord") with a notice address of P.O. Box 340, Bath, Ohio 44410 and the VILLAGE OF RICHFIELD, an Ohio municipal corporation, ("Tenant") with a notice address of 4410 West Streetsboro Road, Richfield, Ohio 44286.

1:00 Premises. Landlord hereby leases to Tenant the real estate located at 4315 West Streetsboro Road, Village of Richfield, Ohio, outlined as the 1918 1939 Building on Exhibit A attached hereto ("The Premises"). The Premises shall include exclusive use of the property (1918 1939 Building) shown on Exhibit A, with the following specific exceptions:

(a) Landlord excepts and reserves from the Premises exclusive use of the entire building identified as "Richfield Elem" on Exhibit A.

(b) Landlord excepts and reserves from the Premises exclusive use of the garage attached to the building identified as "1918 1939" on Exhibit A, which garage Landlord warrants will be used only for storage and warehousing, as well as other storage areas including freezers/refrigerators now utilized within the 1918 1939 building.

(c) Landlord excepts and reserves nonexclusive joint use of the driveways, walkways, loading areas and parking areas shown on Exhibit A to serve the building and garage described in (a) and (b) above.

2:00 Term. The initial term of this Lease shall be for eight (8) months and shall commence on the first day of November, 2000 and shall end on June 30, 2001. The initial term of this Lease shall be automatically extended for one (1) additional period of twelve (12) months on and after the completion of the initial term of this Lease, but otherwise upon the same provisions as the initial term of this Lease; provided, however, that Tenant shall have the right of canceling this Lease at the end of the initial term upon Tenant's giving to Landlord no less than sixty (60) days' notice of such cancellation prior thereto, and thereupon all succeeding extensions shall be inoperative and of no force and effect.

3:00 Rent. Tenant shall pay to Landlord as rent during the initial term the sum of Ten and No/1 00 Dollars (\$10.00) per month, payable on the first day of each month in advance, provided that if the initial term shall commence upon a day other than the first day of a calendar month, then Tenant shall pay upon the commencement date of the initial term a pro rata portion of the fixed monthly rent, prorated on a per diem basis with respect to such fractional calendar month. During the renewal term, if Tenant does not elect to terminate this Lease at the end of the initial term, the rent shall be Ten and No/1 00 Dollars (\$10.00) per month.

4:00 Alterations and Improvements by Tenant. Tenant shall have the right to perform alterations and improvements to Premises, including installation of fixtures, provided that no alterations or improvements of any kind shall be made without the prior written consent of Landlord, which shall not be unnecessarily withheld or delayed. Such alterations, improvements, and fixtures shall be made at Tenant's sole cost and expense and shall remain for the benefit of the Landlord at the expiration or earlier termination of the Lease; provided, however, that all equipment and trade fixtures placed in or about the Premises by Tenant shall remain the personal property of Tenant and, at the expiration or earlier termination of this Lease, Tenant shall the right to remove such personal property from the Premises, restoring and repairing at its expense any damage caused to the Premises caused by the removal of such items of personal property. Tenant shall perform all work and make all alterations and improvements necessary to make the Premises comply with the American with Civil Disabilities Act, if required. All work shall be done in a workmanlike and lien-free manner.

5:00 Maintenance and Repair of the Premises.

5:01 Landlord's Obligation. Throughout the term of the Lease Landlord agrees to perform all ordinary and necessary maintenance and repair to the Premises, other than that to be performed by Tenant hereunder.

The Landlord agrees to provide to the Tenant the following paid utilities – heat, light and water. If any of the aforementioned utility costs exceed Landlord's average charge, the Tenant will pay the difference between the usual or average cost and the above average cost per utility.

5:02 Tenant's Obligation. Tenant accepts the Premises in their "as is" condition. Throughout the term of the Lease Tenant agrees to (1) provide any ordinary and necessary maintenance and provide custodial services and supplies; (2) to repave and repair the parking area as required under normal usage; (3) ~~to provide snow removal to the parking and driving areas;~~ (4) ^{to} maintain the athletic fields and landscaping; and (5) to keep the Premises in a clean, safe, ^{of} sanitary, and orderly condition.

5:03 Tenant's Scheduled Activities Within Premises. The Tenant agrees to provide the Landlord a list of all scheduled activities, dates, times and names of responsible individuals assigned to the activity when the Premises are in use by the Tenant. This list of activities will be submitted on a quarterly basis and updated monthly if necessary.

5:04 Tenant's Obligation for Premises Security. The Tenant agrees to assume responsibility for securing the Premises on a daily basis and agrees to assume all costs and liability for any damage occurring from improper securing of the Premises or lack of adequate supervision of sponsored programs and activities.

5:05 Premises Inspection. The Tenant agrees to daily inspections of the Premises by the Landlord's representative to guarantee above mentioned obligations are being complied with and carried out.

6:00 Signs. Landlord and Tenant may each place such signs on or about Premises as are permitted by law, subject to obtaining any governmental permits required therefore, and which Tenant's signs, at the request of the Landlord, shall be removed by Tenant at the termination of the Lease with any damage caused by such removal fully restored.

7:00 Assignment. Tenant shall not assign this Lease, or sublet Premises or any part thereof, without the prior written consent of Landlord.

8:00 Insurance.

8:01 Liability Insurance. During the term of this Lease Tenant shall maintain general public liability insurance insuring Landlord and Tenant, as their interests may appear, against all claims, demands or actions for injury to or death, of any one person in an amount not less than \$1,000,000, for any one occurrence in an amount not less than \$2,000,000, and for damage to property in an amount not less than \$5,000,000, made by or on behalf of any person arising from, or relating to or connected with the conduct and operation of Tenant's activities in, on or about the Premises. Such insurance shall be procured from a responsible insurance company reasonably satisfactory to Landlord and authorized to do business in Ohio and may be obtained by Tenant by endorsement on its blanket insurance policies. All such policies shall provide that they shall not be cancelled by insurer or altered except upon fifteen (15) days' prior notice to landlord.

8:02 Premises Insurance. During the term of this Lease Tenant shall maintain and provide an all-risk fire insurance policy with extended coverage endorsements including, but not limited to, vandalism and malicious mischief, upon the buildings within the Premises in an amount equal to the full replacement cost thereof.

8:03 Contents Insurance. Tenant shall maintain and provide an all-risk fire insurance policy with extended coverage endorsements including, but not limited to, vandalism and malicious mischief, upon the personal property of Tenant within/ the Premises' in an amount equal to the actual cash value thereof.

8:04 Waiver of Subrogation. Landlord and Tenant each hereby release the other of and from any and all liability or responsibility to the other, or anyone claiming through or under them, by way of subrogation or otherwise, for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that his release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agree that it will request its insurance carriers to include in its policies such a clause or endorsement. If extra cost shall be charged therefore, each party shall advise the other thereof and of the amount of the extra cost and the other party, at its election, shall pay the same, but shall not be obliged to do so.

9:00 Destruction of Property. (a) If the "1918 1939" building on the Premises shall be damaged or destroyed by fire, the elements or other cause as to be unfit for occupancy and such damage or destruction can be reasonably repaired within ninety (90) days for the happening of such occurrence, then Tenant shall not be entitled to surrender possession of the Premises nor shall the Lease terminate. In the case of such damage or destruction, Tenant shall repair the Premises with all reasonable speed and shall complete such repairs within ninety (90) days from such occurrence. (b) If, however, the damage or destruction shall be so extensive that the same cannot reasonably be repaired within ninety (90) days from the occurrence of such damage or destruction, then Tenant shall have the right to terminate the Lease by giving written notice of its election so to terminate and in such event this Lease shall terminate as of the day of such occurrence without any further liability on the part of the Landlord and/or Tenant, respectively; provided, however, that Tenant shall pay to Landlord the insurance proceeds attributable to such damage or destruction.

10:00 Indemnification.

10.01 Tenant indemnification. Tenant agrees to indemnify, defend and save Landlord harmless of and from any and all loss, damage, liability, cost and expense including, but not limited to, reasonable attorneys' fees, and all other sums which Landlord may pay or become obligated to pay on account of any claim or assertion of liability arising or alleged to have arisen out of any act or omission of Tenant, its agents, invitees, guests, contractors or employees, occurring in, on or about the Premises or relative to Tenant's breach of this Lease or caused by any individual or entity under the control of Tenant.

10.02 Landlord indemnification. Landlord agrees to indemnify, defend and save Tenant harmless of and from any and all loss, damage, liability, cost and expense including, but not limited to, reasonable attorneys' fees, and all other sums which Tenant may pay or become obligated to pay on account of any claim or assertion of liability arising or alleged to have arisen out of any act or omission of Landlord, its agents, invitees, guests, contractors or employees' occurring in, on or about the Premises or relative to Landlord's breach of this Lease or caused by any individual or entity under the control of Landlord.

11:00 Default.

11.01 Payment of rent. If Tenant shall at any time be in default in the payment of rent and should such default continue for ten (10) days after receipt by Tenant of written notice thereof, it shall be lawful for Landlord to terminate this Lease, to re-enter the Premises, and again possess and enjoy the same and Landlord, in addition, shall have such other remedies as are now or hereafter provided by law. In the event of such re-entry Landlord shall have the right to remove all persons therefrom and to recover the possession thereof by legal proceedings or otherwise. Further in such event. Landlord shall have the right to re-let the Premises for any period equal to or greater or less than the remainder of the unexpired term of this Lease for any rent which it may deem reasonable to any other tenant which Landlord may select, and for any use and purpose which Landlord may designate.

11.02 Damages. If this Lease is terminated by Landlord by reason of Tenant's default in the payment of rent as hereinabove set forth. Tenant shall, nevertheless, remain liable for any rental and additional charges or damages which may be due or sustained prior to such termination and reasonable costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder. In the event of re-letting Landlord shall apply the rent therefrom first to the payment of Landlord's reasonable expenses including, but not limited to, attorneys' fees incurred, expense of re-letting, repairs, brokerage fees and then to the payment of rent and all other sums due from Tenant hereunder. Tenant shall remain liable for any deficiency.

11.03 Other Defaults by Tenant. If there is a default in the performance of any provision of this Lease incumbent upon Tenant to be performed hereunder other than the obligation to pay rent and such default is not cured or is not commenced to be cured within thirty (30) days after receipt by Tenant of written notice from Landlord, Landlord may, but shall not be obligated so to do, cure such breach for the account of Tenant. Tenant shall reimburse Landlord for any monies expended by Landlord in curing Tenant's default on the first day of the month following the

Landlord's demand upon Tenant for such reimbursement. Monies expended by Landlord under the provisions of this paragraph shall bear interest at the rate of 18% per annum from the date such monies were paid by Landlord to the date of Tenant's reimbursement to Landlord therefor. Landlord's right to cure a default by Tenant shall not become effective if within the thirty (30) day period Tenant commences to cure the default and thereafter diligently performs such acts as may be necessary to cure its default.

12:00 Condemnation. In the event that (1) the entire Premises and/or parking area serving the Premises, or (2) any portion thereof which would significantly affect the ability of Tenant to conduct its business is taken by the power of eminent domain, or the threat of the exercise thereof, then in either instance Tenant may terminate and cancel this Lease by giving Landlord notice in writing effective thirty (30) days prior to such taking and thereupon both parties shall be relieved of any further obligations hereunder to be performed following the date of such termination. In the event the Lease is not terminated and cancelled after a condemnation of a portion of the Premises and/or parking area, the rent shall be equitably reduced. Tenant shall not be entitled to any benefits accruing to Landlord under any such eminent domain proceedings; provided, however, Tenant reserves all rights to be paid those benefits to which a tenant is entitled by law under such proceeding.

13:00 Subordination. Tenant agrees upon request of Landlord to subordinate its interest in the Premises to any mortgage which may now or hereafter be placed upon the Premises provided Tenant assumes no additional legal or financial obligations thereby and provided further that a separate nondisturbance agreement shall be entered into between such mortgagee and Tenant which shall provide that so long as Tenant is not in default under the Lease, Tenant's leasehold rights shall not be cut off nor its possession thereunder disturbed in or by any default by Landlord to such mortgagee, foreclosure proceedings or sale.

14:00 Quiet Enjoyment. Upon payment by Tenant of the rents herein provided and upon the observance and performance of all of the provisions of this Lease on Tenant's part to be observed and performed. Landlord represents that Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereof without hindrance of interruption by Landlord or any person or persons lawfully claiming by, through or under Landlord.

15:00 Surrender of Premises. At the expiration or earlier termination of this Lease, Tenant shall surrender and deliver the Premises to Landlord in as good condition and repair as at the commencement of the term of this Lease, normal wear and tear, damage by fire, explosion, the elements, and other casualty, together with items of maintenance and repair to be undertaken by Landlord hereunder only excepted.

16:00 Holding Over. Except as provided in Section 2:00, should Tenant hold over at the expiration of the initial term or any extended term of this Lease, such holding over shall not be deemed to extend the term or renew this Lease, but the tenancy thereafter shall continue on a month-to-month term upon the terms and provisions herein set forth at the monthly rental then in effect.

17:00 General Provisions.

17.01 Waiver. The waiver by either party of any breach of any provision of this Lease by the other party shall not be deemed to be a waiver of such provision or any subsequent breach of the same or any other provision herein contained.

17.02 Entire Agreement. The exhibits attached to this Lease form a part hereof and are incorporated by reference as if fully set forth herein. This Lease and the exhibits attached hereto set forth all the promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord and Tenant unless reduced to writing and signed by them.

17.03 Force Maieure. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor trouble, inability to procure materials, failure of power, restrictive government laws or regulations, riot, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse either party from prompt payment of any payments required by the terms of this Lease.

17.04 Consents. No consent which is required to be obtained by one party from the other hereunder shall be unreasonably withheld by the party requested to give consent.

17.05 Notices. All notices required by this Lease shall be in writing and shall be sent by certified mail, postage prepaid, return receipt requested to the notice address set forth in the preamble of this Lease, or at such other address for a party as shall be specified by notice pursuant hereto.

17.06 Broker's Commission. Each of the parties represents and warrants that there are no claims for broker's commission or finder's fees in connection with the execution of this Lease and each of the parties agrees to indemnify the other and hold it harmless from all liability arising from any such claim.

17.07 Binding Effect. Except as may be otherwise provided herein, this Lease and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

17.08 Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Ohio.

17.09 Severability. If any provision in this Lease shall be unenforceable, invalid or void to any extent, for any reason, such provision shall remain in force and effect to the maximum extent

allowable, if any, and the enforceability of the remaining provisions of this Lease shall not be affected thereby.

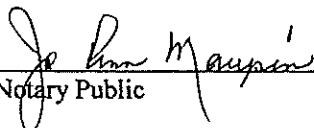
17.10 Construction. The language in this Lease shall be deemed to be the language chosen by the parties hereto to express their mutual intent and no rule of construction shall be applied against any party.

17.11 Restriction on Use. The Premises shall be used only for public purposes. The Premises shall not be used for any function involving games of chance, or for sale or consumption of alcoholic beverages.

STATE OF OHIO)
)SS:
SUMMIT COUNTY)

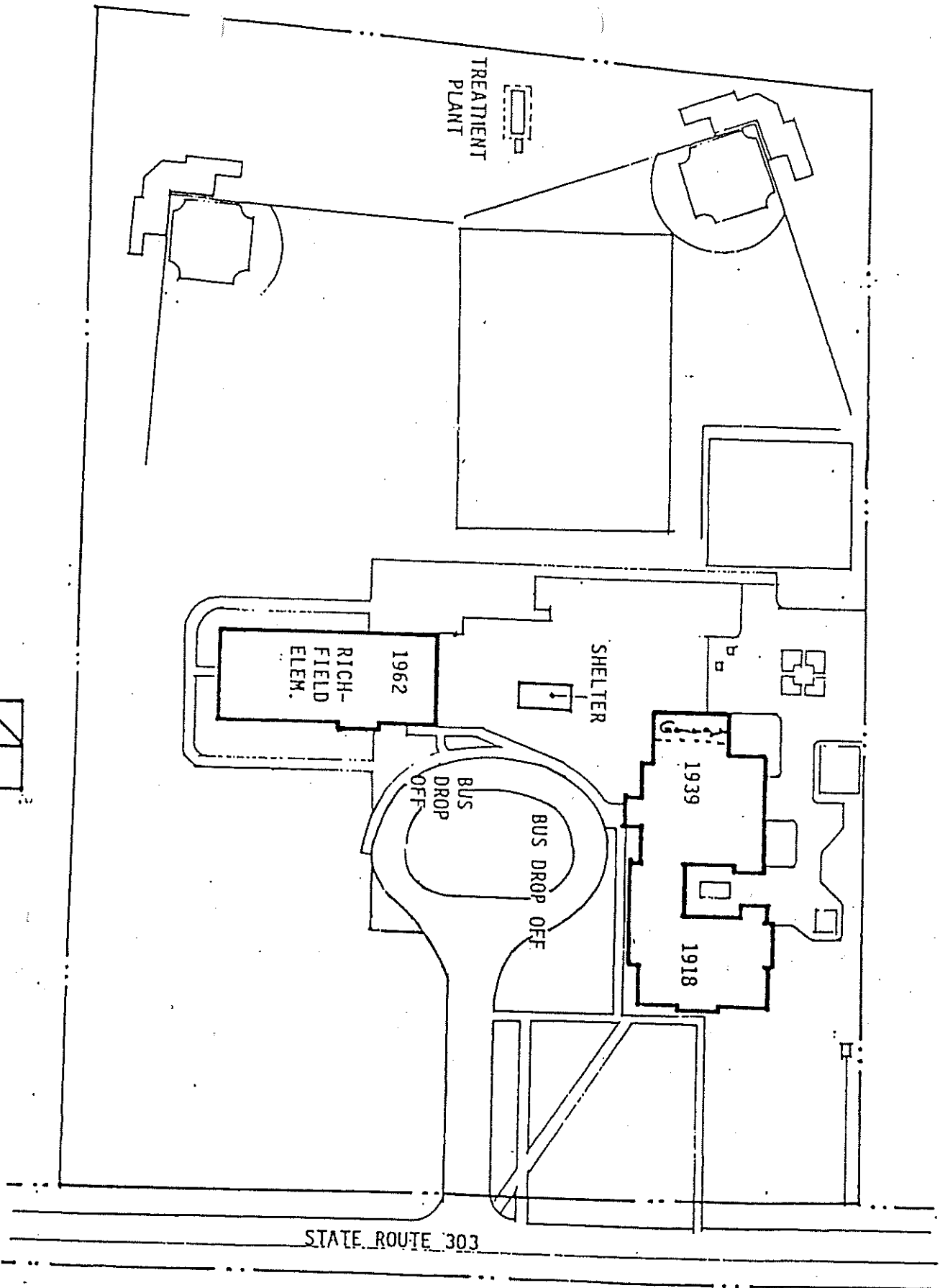
Before me, a Notary Public in and for said county and state, personally appeared the above named Donald H. Larsen & Eleanor Lukovics of VILLAGE OF RICHFIELD, the municipal corporation which executed the foregoing Lease, who acknowledged that they did sign the foregoing Lease as such officer in behalf of Tenant, and that said Lease is their free act and deed individually and as such officer and the free act and deed of said Tenant.

SWORN to before me and subscribed in my presence at Richfield, Ohio this 12th day of December, 2000.



Notary Public

JO ANN MAUPIN, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Oct. 16, 2005



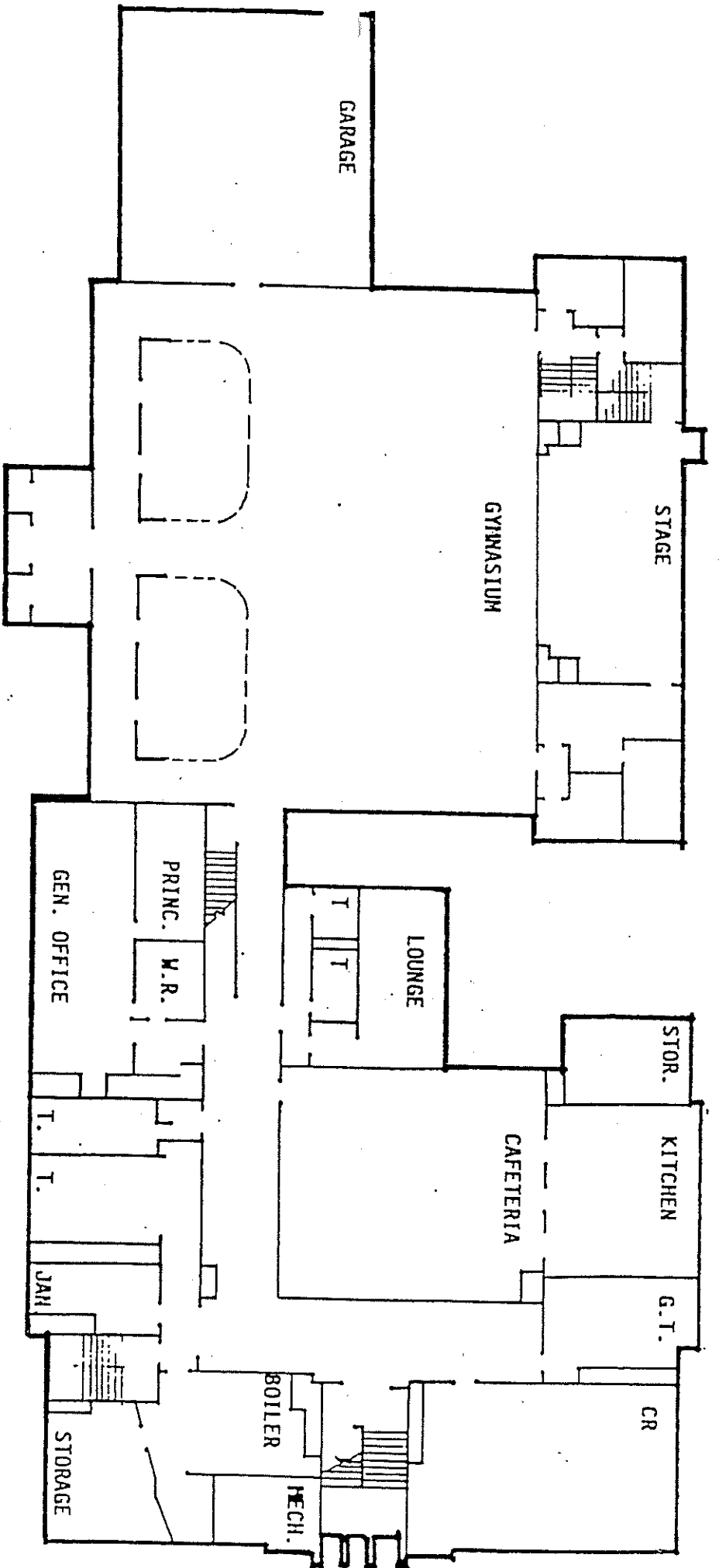
SITE PLAN
SCALE 1:100



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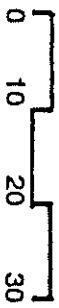
LESKO ASSOCIATES • INC.
ARCHITECTS • PLANNERS

EXHIBIT A



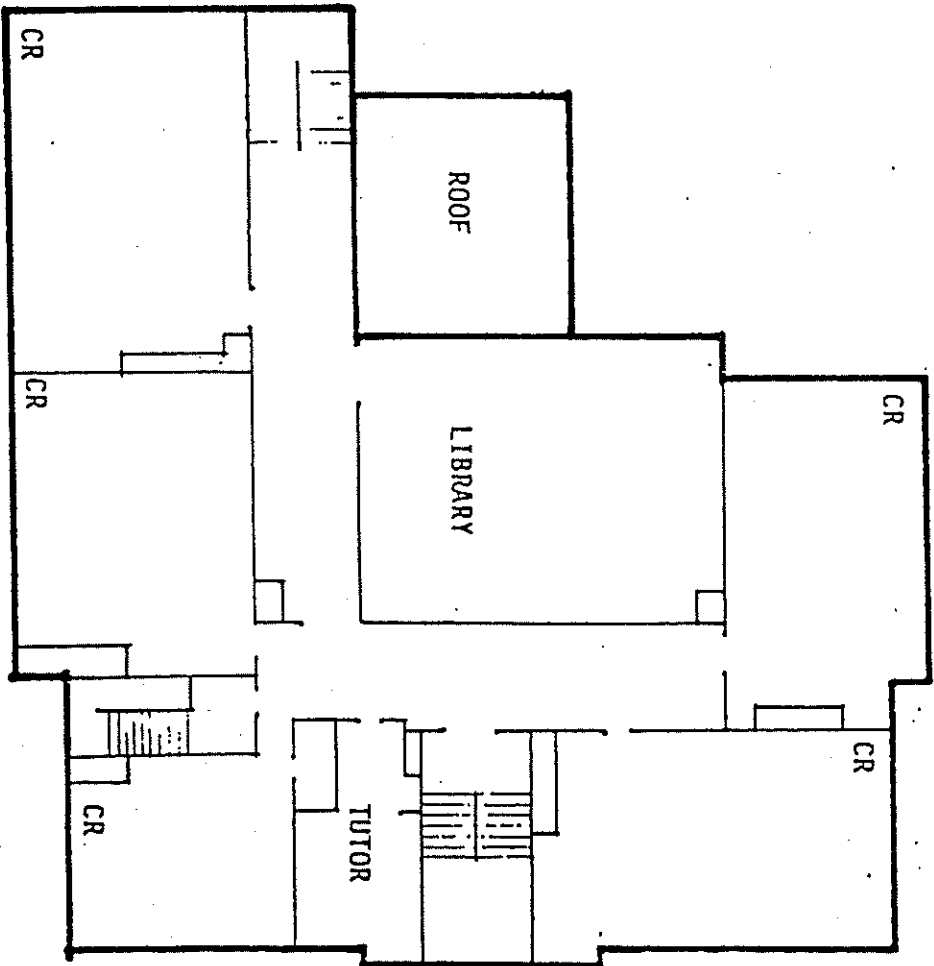
RICHFIELD ELEMENTARY SCHOOL

38,200 sq. ft.



GROUND FLOOR PLAN





RICHFIELD ELEMENTARY SCHOOL
38,200 sq. ft.



FIRST FLOOR PLAN
S. K. ...

35



LESKO ASSOCIATES • INC.
ARCHITECTS • PLANNERS