TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT (this "Agreement"), made to be effective as of the 1st day of September, 2013 (the "Termination Date"), by and between the **CITY OF NORTH ROYALTON**, an Ohio municipal corporation ("Lessor"), and **THE BOARD OF TRUSTEES OF THE CUYAHOGA COUNTY PUBLIC LIBRARY** ("Lessee").

RECITALS:

A. Lessor and Lessee entered into that certain Lease dated May 27, 1977 (the "Lease"), for the lease of certain real property and a building to be used for public library purposes and located in the City of North Royalton, Ohio (the "Premises").

B. Lessor and Lessee now desire to terminate the Lease and resolve all matters between them arising out of their lease relationship.

AGREEMENTS:

NOW, THEREFORE, in consideration of the above Premises and the mutual agreements herein contained, Lessor and Lessee hereby terminate the Lease as follows:

1. Effective as of the Termination Date, the Lease shall be and is hereby terminated and rendered null, void and of no further force or effect between Lessor and Lessee.

2. Effective as of the Termination Date, Lessee waives and releases any and all right, title and interest to the Premises as Lessee.

3. As of the Termination Date, Lessee and Lessor do hereby remise, release and forever discharge each other, their respective successors and assigns of and from any and all manner of action or cause of action, suits, debts, accountings, controversies, promises, complaints and demands whatsoever, in law or in equity, arising out of or in connection with the Lease or the use and occupancy of the Premises by Lessee, except for those matters expressly surviving the Termination Date as may be set forth in the Lease.

4. Each of Lessor and Lessee hereby represents and warrants to the other that (a) this Agreement, upon execution and delivery in accordance with the terms hereof, will be the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; (b) the persons signing this Agreement on behalf of Lessor and Lessee are duly authorized and have the authority to sign; and (c) executing this Agreement and completing the transaction contemplated herein shall not breach any contract or commitment of such party and, to the best of such party's knowledge, shall not cause any violation of any laws, rules or regulations.

5. This Agreement shall be governed by the laws of the State of Ohio.

6. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall constitute one in the same instrument.

7. Capitalized terms used but not defined herein shall have the respective meanings set forth in the Lease.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first written above.

LESSOR:

THE CITY OF NORTH ROYALTON

By: _____
Mayor Robert A. Stefanik

Approved As To Legal Form
By Director of Law

_____

Print Name:_____

Date:_____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Robert A. Stefanik, Mayor, City of North Royalton, Ohio, who acknowledged that he did execute the foregoing instrument as Mayor of the **CITY OF NORTH ROYALTON, OHIO,** and that he did sign the foregoing instrument for and on behalf of said municipal corporation and that the same is the free act and deed of said municipal corporation and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at _____, _____, this _____ day of October, 2013.

_____
Notary Public

LESSEE:

THE BOARD OF TRUSTEES OF THE CUYAHOGA COUNTY PUBLIC LIBRARY

By: _____
Robert W. Varley, President

By: _____
Edward H. Blakemore, Vice President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Robert W. Varley, President of the Board of Trustees of the Cuyahoga County Public Library, who acknowledged that he did execute the foregoing instrument on behalf of **THE BOARD OF TRUSTEES OF THE CUYAHOGA COUNTY PUBLIC LIBRARY** and that he did sign the foregoing instrument for and on behalf of said Board of Trustees and that the same is the free act and deed of said Board of Trustees and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at _____, _____, this _____ day of October, 2013.

_____
Notary Public

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Edward H. Blakemore, Vice President of the Board of Trustees of the Cuyahoga County Public Library, who acknowledged that he did execute the foregoing instrument on behalf of **THE BOARD OF TRUSTEES OF THE CUYAHOGA COUNTY PUBLIC LIBRARY** and that he did sign the foregoing instrument for and on behalf of said Board of Trustees and that the same is the free act and deed of said Board of Trustees and his free act and deed individually and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at _____, _____, this _____ day of October, 2013.

_____
Notary Public