

RESOLUTION NO. 2008-24

A RESOLUTION AUTHORIZING THE MAYOR AND THE FISCAL OFFICER TO ENTER INTO AN ASSIGNMENT OF LEASE AND CONSENT AGREEMENT WITH JACKIE LOWRY AND RJT VENTURES, LLC AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Hiram is the owner of property known as the "Old Village Hall" fronting on Garfield Road directly in front of the Municipal building; and

WHEREAS, the Village of Hiram has leased its property known as the Old Village Hall to Jackie Lowry for a period of five years in a written Lease Agreement dated August 3, 2006 (hereinafter the "Lease"); and

WHEREAS, Jackie Lowry owns and operates a business located in the Old Village Hall known as the Hiram House Day Salon & Day Spa; and

WHEREAS, Jackie Lowry has agreed to sell her business, Hiram House Day Salon & Day Spa to RJT Ventures, LLC, and as part of the sale Jackie Lowry desires to assign her interest in and RJT Ventures, LLC has agreed to accept Jackie Lowry's interest in the Lease; and

WHEREAS, the Lease contains a provision allowing assignment by Jackie Lowry but only with the advance consent and written permission of the Council of the Village of Hiram to the assignment; and

WHEREAS, the Council of the Village of Hiram has determined that an assignment of the Lease is acceptable pursuant to certain conditions, which terms and conditions are set forth in the Assignment of Lease and Consent attached hereto and marked as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Hiram, Portage County, Ohio, two-thirds or more of the members thereto concurring that:

SECTION 1: The Mayor and the Fiscal Officer are hereby authorized to execute on behalf of the Village of Hiram an Assignment of Lease and Consent between Jackie Lowry and RJT

Ventures, LLC, said Assignment of Lease and Consent to be substantial in conformance with Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This Resolution is hereby declared to be an Emergency measure effective immediately upon its passage to enable the Assignment of the Lease to take place in the near future, which assignment shall take place at or about the same time as the transfer of the business known as Hiram House Day Spa & Salon from Jackie Lowry to RJT Ventures, LLC.

SECTION 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that the deliberations of the Council and any of its committees that resulted in such formal action were in meetings opened to the public in compliance with all legal requirements including Section 121.22 of the Revised Code of the State of Ohio.

First Reading December 9, 2008

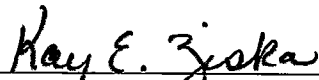
Second Reading December 11, 2008

Passed as An emergency 12-11-08



Mayor, Lou Bertrand

ATTEST:



Fiscal Officer, Kay Ziska

Approved as to form:



Thomas Reitz, Solicitor

I Kay E. Ziska, Fiscal Officer of the Village of Hiram, Ohio, hereby certify that the foregoing Resolution or Ordinance No. 2008-24 has been duly posted in the required 5 places.

12/17/08
Date Kay E. Ziska
Fiscal Officer, Village of Hiram

Exhibit "A"

ASSIGNMENT OF LEASE AND CONSENT

This Agreement, made on the 11th day of December, 2008 is between the VILLAGE OF HIRAM, (hereafter called "Hiram"), JACKIE LOWRY, (hereinafter called "Lowry"), and RJT VENTURES, LLC, (hereinafter called "RJT"), is made according to the provisions of the Lease of a certain property, (hereinafter called the "Lease Premises"), situated in Hiram, Ohio and described as follows:

Situated in the Village of Hiram, County of Portage and State of Ohio, known and described as follows: Known as the "Old Village Hall", fronting on Garfield Road (S.R. 82 and 700).

Situated in the Village of Hiram, County of Portage and State of Ohio and known as being part of Lot 28 in Hiram Township and further described as follows:

Beginning at a point in the centerline of Garfield Road and being South 498.70 feet from a monument at the intersection of said road centerline with the centerline of Wakefield Road; thence South 64.00 feet along the centerline of Garfield Road to the northeast corner of land owned by L. E. Streeter; thence S. 89N 46' 30" W 175.78 feet along Streeter's north line to an iron pipe set and passing over an iron pipe set 30.00 feet from the road center; thence North 55.89 feet to an iron pipe set; thence N. 87N 08' E 176.00 feet to the beginning and passing over an iron pipe set 40.05 feet from the road center.

Containing 0.242 of an acre of land, be the same more or less but subject to all legal highways, as surveyed in September, 1995 by Edward J. Collier, registered surveyor No. 7141;

Said Lease from Hiram to Lowry is dated August 3rd, 2006.

It is agreed between the parties hereto that the Lowry's interest in the Lease Premises is assigned to RJT Ventures, LLC, of Hiram, Ohio, (RJT) subject to the following terms and conditions:

- 1) This Assignment of Lease and Consent shall be subject to and subordinate at all times to all of the covenants, agreements, terms, provisions and conditions of the August 3, 2006

Lease between the Hiram and Lowry. Neither the Lowry or RJT shall do or permit anything to be done in connection with this Assignment or Lease and Consent or with the RJT's occupancy of the Leased Premises which would violate the August 3, 2006 Lease.

2) Upon execution of this Assignment of Lease and Consent, Lowry and RJT agree to be fully bound and obligated under all the terms and conditions of the August 3, 2006 Lease. This Assignment of Lease and Consent shall not bind Hiram to perform any of the obligations of Lowry and RJT as are set forth in the August 3, 2006 Lease.

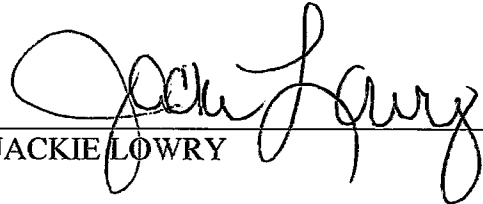
3) RJT shall not, without prior written consent of Hiram, in each instance, additionally assign or sublet the Lease Premises or any part of them.

4) RJT agrees that no substantial alterations, additions or physical changes will be made to the Lease Premises or any part of them, without Hiram's prior written consent in each instance, and further in conformity with the August 3, 2006 Lease Agreement.

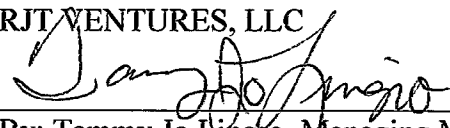
5) This Assignment of Lease and Consent by Hiram shall not in any way or in any manner be a release of Lowry from any and all obligations to be performed by Lowry under the August 3, 2006 Lease. All parties to this Assignment of Lease and Consent agree that Hiram may, after an event of default by RJT under the August 3, 2006 Lease Agreement, collect all rents due and owing from the Lowry, and the collection of any portion of the rents then due shall not be a waiver of any rights and remedies of Hiram against Lowry and RJT for additional outstanding rent or other events of default under the August 3, 2006 Lease. This Assignment shall not enlarge or increase Hiram's obligations or liability under the August 3, 2006 Lease or otherwise. In the event of a default under said Lease which results in the termination of the August 3, 2006 Lease, Hiram may, at Hiram's option, also terminate this Assignment of Lease and Consent and all of Lowry's and RJT's rights in the Leased Premises shall be terminated.

6) This Assignment of Lease and Consent may only be changed or modified by an agreement in writing signed by all the parties.

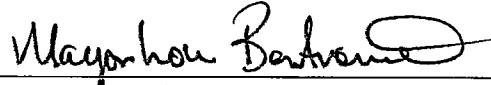
The parties to this Assignment of Lease and Consent have caused it to be duly executed as of the day and the year first above written.



JACKIE LOWRY

RJT VENTURES, LLC


By: Tammy Jo Lingro, Managing Member

VILLAGE OF HIRAM


Lou Bertrand, Mayor



Kay Ziska, Fiscal Officer

I Kay E. Ziska, Fiscal Officer of the Village of Hiram, Ohio, hereby certify that the foregoing Resolution or Ordinance No. 2008-24 has been duly posted in the required 5 places.
12-17-08 Kay E. Ziska
Date Fiscal Officer, Village of Hiram