

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 7, 2006**

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 06-1148

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 5, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held September 5, 2006 as contained in the county's official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-1149

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR096:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR096 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Hills Black Top	Asphalt Jail and Hayes	40111402-5410	\$ 10,218.00
Willoughby Industries	Replace Shower Valves	40111402-5450	\$ 5,525.00
Vouchers			
BP North America	Unleaded Gas	10011106-522822801	\$ 8,347.49
Global Protection	Security	10011102-5301	\$ 5,460.00
Ameritas Group Dental	Aug Premiums for Sept. Bill	75010903-5370	\$ 18,361.76
AEP	Monthly Service	65211919-533833802	\$ 44,022.91
H.P. Thompson	Repair Parts/Pumps Scioto Reserve	66011913-5270	\$ 8,269.00
Quality Control Inspection	Various Locations	65111904-5301	\$ 12,386.91

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-1150

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM TAMARKIN CO. DBA POLARIS GETGO #3503 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Tamarkin Co. DBA Polaris GetGo #3503 has requested new C1, C2, D6 permits located at 9151 Columbus Pike Orange Township Lewis Center, Ohio 43035, and

Whereas, the Orange Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-1151

IN THE MATTER OF APPOINTING SCOTT GALLOWAY AND BENJAMIN BROWN AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVES TO THE DELAWARE COUNTY TRANSIT BOARD:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

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Provided, however, that the option to renew may be exercised only in the event no default then exists in payment of rent or any other terms, covenants, and provisions of this Lease on the part of Tenant, excepting Tenant's exercise of any applicable rights it may have at law or in equity, including Tenant's right to withhold payment or rent in the event that Landlord does not perform its duties and obligations under this Lease.

There shall be an additional rent charge of five percent (5%) of any monthly installment of rent not received by Landlord within thirty ~~ten~~ (30) days of the date due, and there shall be an additional rent charge of twice the amount of Landlord's bank's charge for any check of Tenant returned unpaid for any reason. Any such additional rent shall be immediately due and payable.

ARTICLE 3 – UTILITIES

Tenant shall be responsible for the actual cost of all utilities provided to the premises including garbage and refuse. Water, sewer and storm charges are billed to Landlord. The Landlord shall invoice Tenant quarterly for reimbursement of the above charges. In the event that Landlord becomes exempt from payment of any utility cost or fee as a result of Tenant's status as a government entity, Landlord shall pass on such exemption to Tenant and shall not charge Tenant for such exempted utility cost or fee.

ARTICLE 4 - SECURITY DEPOSIT

There shall be no security deposit required of the Tenant.

ARTICLE 5 – MAINTENANCE

Common Area Maintenance: Throughout the Term of this Lease, Landlord shall maintain the common area in such a manner as is reasonable in keeping with a first class shopping center, and shall be responsible for performing such customary services for the common areas, which shall include, without limitation, the following:

1. Operating, maintaining, refurbishing, repairing, replacing, improving and lighting the common areas and all other non-leasable areas and facilities and equipment located in the shopping center which are available for use in common by occupants of the shopping center and/or their customers and invitees;
2. Operating, maintaining, refurbishing, repairing, replacing, improving and lighting the service areas;
3. Operating, maintaining, refurbishing, repairing, replacing, improving and lighting appropriate parking area entrances, exits and directional markers, shopping center signs and pylon signs (excluding Tenant's specific sign panel), and other traffic control signs as would be commercially reasonable for similarly situated shopping centers;
4. Providing lighting as would be commercially reasonable for similarly situated shopping centers;
5. Maintaining all paved surfaces in a level and smooth condition, free of potholes, with the type of material as originally used or a substitute equal in quality; re-stripping and repainting as required to keep same clearly visible and appropriately marked;
6. Cleaning, sweeping, and snow and ice removal as needed. Landlord agrees to deposit snow accumulation in an area that will not interfere with Tenant's entranceways and designated parking areas; and
7. Provide ample parking for Tenant's employees, visitors, users, and customers.
8. Resurfacing the portion of the parking lot shown on the map attached hereto as Exhibit A, on or before July 1, 2007.

Common Area Costs: Landlord's costs ("Common Area Maintenance Costs") shall be the expenses Landlord incurs in performing, but not limited to the above enumerated items, as well as other costs in refurbishing, repairing, replacing, and improving the common areas (but less the amount of any insurance proceeds, or condemnation awards received by Landlord for the performance thereof, whether or not so used), including lighting, line painting, landscaping, , all applicable charges for water, sewer and other utilities used or consumed in the common areas, licenses and permit fees, and parking area surcharges or levies required to be paid to any government or regulatory entity. In the event that Landlord elects to make improvements to the property that will cost, in total, more that \$5,000, the Landlord will obtain the prior written consent of the Tenant.

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Common Area Charges: Notwithstanding anything to the contrary contained herein, Tenant's common area charges shall be 52.8% of the total actual cost for each year during the original term, excluding the cost of the parking lot improvements described herein, which the Landlord shall bear. The common area charges shall be billed to Tenant quarterly and the bill shall contain a line item description of all costs incurred, and include copies of any applicable receipts. Should Tenant elect to exercise its right and option to renew this Lease for any option period, the common area charges shall be 52.8% of the total actual cost, or such percentage as reflects the Tenants' allocation of the Property's total rough square footage of space.

ARTICLE 6 – TAXES

Real Estate Taxes: Landlord shall pay all real property taxes and special assessments which may be levied or assessed by any lawful authority against the land and improvements in the shopping center or against Landlord in respect of the land and improvements in the shopping center (hereinafter referred to as "Real Estate Taxes"). The amount of real estate taxes for any year shall mean such amount as shall be finally determined after deducting all applicable abatements, refunds or rebates. If any governmental taxing authority acting under any present or future law, ordinance or regulation, shall levy, assess or impose a tax, excise and/or assessment shall be included in the definition of real estate taxes.

Because Tenant is a government entity and is exempt from taxation, it is expected that Landlord will not be required to pay any real property taxes and special assessments for that portion of the property that is leased by Tenant. As such, Landlord will pass along the full amount of such exemption to Tenant, and Tenant will not be required to pay any taxes or special assessments to Landlord. In the event that Landlord is required to pay any taxes or special assessments on the property for that portion of the property leased to the Tenant, Tenant shall pay to Landlord Tenant's pro rata share of real estate taxes paid by Landlord. It is expressly understood and agreed that Tenant shall not be required to pay, or reimburse Landlord for (1) any local, state or federal capital levy, franchise taxes, revenue tax, income tax or profits tax of Landlord or (2) any estate, inheritance, devolution, succession or transfer tax which may be imposed upon or with respect to any transfer of Landlord's interest in the demised premises.

Tenant's pro rata share of such applicable real estate taxes shall be 52.8%, which shall be billed by Landlord to Tenant in January each year for the entire year. Tenant shall pay said bill within thirty (30) days of being billed.

If the rent commencement date or the expiration date of this Lease shall fall on a date other than the beginning (or ending, as the case may be) of a tax year, a proper portion of Tenant's pro rata share of real estate taxes for the year shall be made.

Commencing on the rent commencement date, Tenant shall pay yearly to Landlord taxes based upon the prior year's tax bill. Landlord, within thirty (30) days of its receipt of tax bill will submit to Tenant any copies of actual statements of tax bills from any taxing authorities specifically showing the amount of real estate taxes levied or assessed against the shopping center, and a statement of Tenant's pro rata share thereof.

ARTICLE 7 – INSURANCE AND INDEMNIFICATION

Tenant: During the term, Tenant shall maintain with respect to the premises the following (collectively, "Tenant Insurance"):

- (a) Public liability insurance with a minimum combined limit of \$1,000,000.00 for bodily injury or death in any one accident and for property damage in any one accident.
- (b) Plate glass insurance coverage on all plate glass located in the demised premises.
- (c) At all times that Tenant shall be performing Tenant's work and until such time as such Tenant's work shall be completed, builders risk insurance on Tenant's work in the minimum amount of the total budget for Tenant's work.
- (d) Fire and extended coverage insurance on equipment, furniture, trade fixtures, signs, and all other property kept by Tenant on the demised premises (collectively, "Tenant's Property").

Prior to the term commencement date, Tenant shall provide Landlord with certificates or other evidence of Tenant's insurance reasonably acceptable to Landlord. Notwithstanding the foregoing, Tenant shall have the option to self-insure for all plate glass, inventory, equipment and trade fixtures.

Landlord: Landlord shall at all times carry insurance covering all improvements located in the shopping center, including the demised premises, except for Tenant's trade fixtures, furnishings and inventory against perils of earthquake and flood, in an amount not less than the full replacement value of all the improvements located in the shopping center, including the demised premises and shall name Tenant as an additional insured as its interest may appear. Landlord shall provide Tenant with a certificate of insurance

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evidencing such coverage prior to the Tenant's possession date.

Landlord shall at all times carry commercial general liability insurance coverage on the common areas, which insurance shall include Tenant as an additional insured, with minimum limits of the following: One Million dollar (\$1,000,000.00) each event combined single limit with a Two Million Dollar (\$2,000,000.00) general combined single limit, and shall provide Tenant with a certificate of insurance evidencing such coverage prior to the Tenant's possession date.

Landlord shall furnish Tenant with copies of insurance premium bills and type of insurance plan used

ARTICLE 8 – WRITTEN NOTICE OF LOSS INDEMNIFICATION

- a) If the building on the leased premises should be damaged by fire, flood, or other casualty, and the building is uninhabitable for a period of five (5) days, unless otherwise agreed upon by the parties, this Lease shall terminate and rent shall be abated for the unexpired period of this Lease, effective as of the date of said occurrence.

ARTICLE 9 – WASTE AND NUISANCE

Tenant shall not commit, or allow to be committed, any waste on the leased premises, nor shall it maintain any nuisance on the leased premises, or permit the maintenance or commission of any nuisance on the leased premises, or use the leased premises for any unlawful purpose.

ARTICLE 10 – REPAIRS

Tenant shall be responsible for all repairs and maintenance of the leased interior, fixtures, electrical, glass, mechanical plumbing equipment and HVAC and agrees to keep the leased premises clean and in good order and repair, reasonable wear and tear (and damage from accident, fire or other casualty not resulting from Tenant's negligence) excepted. Tenant shall keep the pavements and appurtenances free from ice and snow and trash and expressly agrees to assume sole liability for accidents alleged to have been caused by their defective condition.

Landlord shall be responsible for exterior maintenance and repairs of the building but shall charge the Tenant back at the rate of 52.8% of the maintenance and repair.

ARTICLE 11 – ALTERATIONS, IMPROVEMENTS, AND FIXTURES

Tenant shall not alter or improve the leased premises without the prior written consent of Landlord to do so, unless such alterations or improvements will not substantially affect the structural character or integrity of the leased premises. Any alterations, additions, improvements or fixtures shall not be removed by the Tenant, unless such removal will not substantially affect the structural character or integrity of the leased premise. Tenant will not remove any preexisting fixtures without prior written permission of Landlord.

ARTICLE 12 – DEFAULTS

Default of Tenant

If Tenant shall allow the rent to be in arrears more than thirty (30) days, or shall remain in default under any other condition of this Lease for a period of thirty (30) days after written notice from Landlord, or should any other person than Tenant secure possession of the premises, or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation or law in any manner whatsoever, Landlord may, at its option, without notice to Tenant, terminate this Lease (or in the alternative, Landlord may re-enter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and re-let the premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to Landlord and at such monthly rental as Landlord may, with reasonable diligence, be able to secure). Should Landlord be unable to re-let after reasonable efforts to do so, or should such monthly rental be less than the rental Tenant was obligated to pay under this Lease or any renewal thereof, plus the expense of re-letting, then Tenant shall pay the amount of such deficiency to Landlord.

All rights and remedies of Landlord under this Lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whether and as often as occasion thereof arises.

Default by Landlord

If Landlord defaults in the performance of any term, covenant, or condition required to be performed by it under this agreement, Tenant may elect either one of the following:

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- a) After not less than thirty (30) days notice to Landlord, Tenant may remedy such default by any necessary action, and in connection with such remedy may pay costs of reasonable repairs; all (reasonable) sums expended or obligations incurred by Tenant in demand, and Tenant may, in addition to any other right or remedy that Tenant may have under law or equity, deduct the costs and expenses thereof from rent subsequently becoming due hereunder; or
- b) Elect to terminate this agreement on giving at least twenty (20) days notice to Landlord of such intention, thereby terminating this agreement on the day designated in such notice, unless Landlord shall have cured such default prior to expiration of the twenty (20) day period.

ARTICLE 13 – INSPECTION BY LANDLORD

Tenant shall permit Landlord and its agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs and alterations to the building.

ARTICLE 14 – ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Tenant

Tenant shall not assign this Lease or sublet all or any part of the leased premises to any third party without the prior written consent of Landlord, but Landlord shall not arbitrarily or unreasonably withhold consent, except that subtenants of Landlord in possession prior to the execution of this Lease shall remain and no written approval is required. For purposes of this subsection, the term third party does not include any state, county or local government entity.

Assignment by Landlord

Should Landlord assign any or all of its interest under the terms of this Lease, Tenant shall not have the right to terminate this Lease, unless there is a violation of any of the terms of said Lease; provided, however, that should Landlord assign any or all of its interest under the terms of this Lease to a nonprofit or politically-affiliated entity, Tenant shall have the right to terminate this agreement upon twenty (20) days' prior written notice to Landlord.

Condemnation

- A. **Taking.** If there is any taking of, or damage to all or any portion of the shopping center or the demised premises because of the exercise of the power of eminent domain or inverse condemnation, whether by condemnation proceedings, or any transfer made in avoidance thereof, or because of a threat or imminence of such taking (all of the foregoing being hereinafter referred to as "Taken" or "Taking") before or during the term of this lease, as the same may be extended, the rights and obligations of the parties with respect to such taking shall be as provided in this section. For purposes of such section, the "date of taking" means the earlier of the date of entry into possession by, or the vesting of title in, the condemning authority or third party transferee.
- B. **Total Condemnation.** If there is a taking of all of the demised premises, this lease shall terminate as of the date of taking.
- C. **Partial Condemnation.**
 - (1) **Right to Termination.** If thirty-five percent (35%) or more of the demised premises is taken, or such amount of the customer parking area of the shopping center shall be taken to the extent the number of remaining spaces are not in conformance with applicable parking codes, or if fifty percent (50%) or more of the floor area of the shopping center taken, except as otherwise provided in Section (2) below, either Landlord or Tenant shall be entitled to terminate this lease so long as either party in good faith determines that it cannot operate its own business in the manner contemplated by this lease. The terminating party shall give the other party written notice of such election not later than sixty (60) days after the date the condemning authority actually takes the property. In the event these contingencies are not met, this lease shall remain in full force and effect and fixed minimum rent. Additional rent, and all other charges due under this lease shall be adjusted, if at all, as provided in Section E below.
 - (2) **Repair and Restoration.** If this lease is not terminated as provided in Section C Landlord shall, at its sole cost, restore the shopping center and the demised

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premises to a complete architectural unit of quality, character and condition as that which existed immediately prior to the taking, except for such leasehold improvements made by Tenant.

- D. **Award.** Except as otherwise herein provided as between Landlord and Tenant, the entire award or compensation paid on account of any partial or total condemnation or taking under power of eminent domain, or threat of exercise thereof, of the demised premises, shopping center or common area shall be the property of Landlord, provided that Tenant shall be entitled to claim and recover from the condemning authority or third party transferee such compensation as may be separately awarded for any loss to which Tenant may be entitled for Tenant's moving expenses or other relocation costs, loss of profits, loss of leasehold estate, the unamortized value of leasehold improvements or injury to Tenant's goodwill, trade fixtures or equipment, and retain any such award applicable thereto, but only to the extent that such compensation is in addition to and shall not diminish the compensation provided to Landlord. In no event shall Tenant have any claim against Landlord or the condemning authority for loss or diminution in value of leasehold improvements paid for by Landlord, whether installed as part of Landlord's work or Tenant's work, and Tenant hereby assigns to Landlord the amounts representing such value.

ARTICLE 15 – RIGHT OF FIRST REFUSAL

If 2081 Rt. 23 Company Ltd. desires to sell the above property, and receives from some third party a bona fide offer for the purchase of the property, 2081 Rt. 23 Company Ltd. agrees to disclose the terms of the offer and give a copy of the offer to Delaware County Commissioners in writing within five (5) days following receipt of the offer.

Delaware County Commissioners will have ten (10) days after receiving notice of the terms of the offer within which to elect to purchase the entire property on the terms identical to those offered by the third party. This election shall be made by written notice to 2081 Rt. 23 Company Ltd. at 149 West Lincoln Avenue, Delaware, Ohio 43015, accompanied by a check for \$1,000.00 payable to the order of 2081 Rt. 23 Company Ltd. to be applied to the purchase price. Within five (5) days the parties will enter into a formal contract of the sale containing the provisions normally in sale contracts in Delaware County, Ohio and expressly including all terms of the original bona fide offer made to 2081 Rt. 23 Company Ltd. except as the parties agree. It is understood that the consideration paid for this right of first refusal will be applied to the purchase price of the property.

If Delaware County Commissioners fail to give the notice and to tender the payment as provided in Paragraph 2, 2081 Rt. 23 Company Ltd. will be relieved of all liability to Delaware County Commissioners under this First Right of Refusal, said First Right of Refusal is null and void, and 2081 Rt. 23 Company Ltd. may dispose of the property as the owner see fit.

If Delaware County Commissioners fail to perform or are in default of any term or covenant of the Lease dated _____, during the lease period or any renewal thereof, this right of first refusal shall become null and void.

Within fifteen (15) days of Delaware County Commissioners exercise of the right to purchase as set forth herein, 2081 Rt. 23 Company Ltd. will obtain evidence of marketable title to the property and submit the evidence to Delaware County Commissioners for examination. Delaware County Commissioners will then have ten (10) days within which to notify 2081 Rt. 23 Company Ltd. as to any defects and/or objections to the title evidenced, and 2081 Rt. 23 Company Ltd. will have the opportunity to remedy any defects or objections within thirty (30) days. If, by the end of the last period specified, 2081 Rt. 23 Company Ltd. cannot show satisfactory title, Delaware County Commissioners will have the option of either:

- (a) Continuing the transaction with the contract modifications agreed to by the parties; or
- (b) Rescinding any contract between the parties. If the contract is rescinded, all amounts paid by Delaware County Commissioners to 2081 Rt. 23 Company Ltd. will be returned.

ARTICLE 16 - MISCELLANEOUS

All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

Landlord

2081 Rt. 23 Company Ltd.
c/o Bill Hall
149 W. Lincoln Avenue
Delaware, Ohio 43015

Tenant

Delaware County Commissioners
101 North Sandusky Street
Delaware, Ohio 43015

Landlord further acknowledges that only principals of the Tenant employed at Tenant's headquarters are empowered to give any instruction or notice regarding the lease and any notice or instruction issued to any other party is null and void.

Parties Bound

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This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

Ohio Law to Apply

This agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Delaware County, Ohio.

Legal Construction

In case any one or more of the provisions contained in lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this lease shall be construed as if such invalid, illegal, or unenforceable provision shall never been contained herein.

Sole Agreement of the Parties

This lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter, with the exception of the Right of First Refusal.

Amendment

No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the day hereof, and duly executed by the parties hereto.

Rights and Remedies Cumulative

The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Waiver of Default

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

Excuse

Neither Landlord nor Tenant shall be required to perform any term, condition or covenant of this lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, any other causes not reasonably within the control of the Landlord or Tenant and which, by the exercise of due diligence, Landlord or Tenant are unable, wholly or in part, to prevent or overcome.

Time of Essence

Time is of the essence of this agreement.

Exculpation of Landlord

If Landlord shall convey title to the demised premises pursuant to a sale or exchange of property, the Landlord shall not be liable to Tenant or any immediate or remote assignee or successor of Tenant as to any act or omission not caused by Landlord from and after such conveyance.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-1154

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 10:40AM.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

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RESOLUTION NO. 06-1155

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Jordan to adjourn out of Executive Session at 10:50AM.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

PRESENTATIONS OF PROPOSALS FOR THE NEW COURTS BUILDING

10:00 AM Design Group

11:00 AM Moody Nolan

1:00 PM Maddox NBD

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners