
Interoffice Memorandum

To: Linda Helmke, Records Clerk
From: Roxanne Dietrich, Admin. Asst. *rd*
Subject: 635 Washington Street
Date: 8/20/2001
cc: David M. Grahn, City Law Director; Brent N. Damman, Bldg/Zoning Administrator

Please have the enclosed *Memorandum of Lease* recorded.

Thank-you.

rd
Enclosures

FILE: C:\Documents and Settings\roxanne\My Documents\Memos\RecordsClerk\2001JANITORAg.doc August 20, 2001

Records Retention CM5 1 yr

*Please file
635 E. Washington St.*

Memorandum of Lease

This Memorandum is being made on August 14, 2001, in regard to a Lease made on the 6th day of June 1991 by and between the City of Napoleon, Ohio, a municipal corporation ("Lessor") 255 W. Riverview Avenue, Napoleon, Ohio, 43545 and Northwest Ohio Housing Coalition, a nonprofit Ohio Corporation ("Lessee") of P.O. Box 461 Defiance, Ohio 43512.

Description: Property known as 635 Washington Street, Napoleon, Ohio A parcel of land being a part of Lot 8 of R.K. Scott's First Addition located in the Southwest Quarter of Section 18, Town 5 North, Range 7 East, Napoleon Township, Henry County, Ohio and being more particularly described as follows: Beginning at the Northeast corner of Lot 1D of R.K. Scotts First Addition, thence N 05 degrees 07 minutes 02 seconds E, a distance of 80.00 feet to a point; thence S 84 degrees 52 minutes 58 seconds E, a distance of 132.00 feet to a point; thence S 05 degrees 07 minutes 02 seconds W, a distance of 80.00 feet to a point; thence N 84 degrees 52 minutes 58 seconds W, a distance of 132.00 feet to the point of beginning of the lease parcel herein described, containing 0.242 acres of land, more or less, subject to all easements, zoning restrictions of record and legal highways, being part of a parcel belonging to the City of Napoleon, Ohio as recorded in Vol. 168 Page 518 dated 8/12/58 of the Henry County Recorder.

Terms: The lease is for an initial term of twenty (20) years, beginning July 1, 1991 and continuing to June 30, 2011 [unless terminated by law or by terms of the lease]; thereafter, the lessee may elect to continue said lease on a month to month basis. In any event, the parties may terminate this lease upon sixty (60) days notice. In the event of early termination the Lessor shall have one year to pay any reimbursement due to the lessee for its initial rehabilitation investment in the property.

In Witness Whereof, we have hereunto set our hand, this 16th day of August, 2001.

Signed and acknowledged in the presence of: *City of Napoleon, Ohio*

Roxanne Dietrich
Witness

By: *Dr. Jon A. Bisher*
Dr. Jon A. Bisher, City Manager in
and for the City of Napoleon, Ohio
(Lessor)

Karen McCarthy
Witness

State of Ohio
County of Henry ss.

Before me, a Notary Public in and for said County, personally appeared the City of Napoleon, Ohio, Lessor, by and through its now City Manager, Dr. Jon A. Bisher, who acknowledged that he did sign this memorandum of lease, and that the same is his free act and deed as an individual as well as in his capacity as City Manager.

In testimony whereof, I have hereunto subscribed my name this 16 day of August, 2001.

(SEAL)

Roxanne Dietrich
Notary Public
My Commission Expires: _____

This instrument was prepared and approved by
David M. Grahn, City Attorney
P.O. Box 151
Napoleon, Ohio 43545
419-592-3503

ROXANNE DIETRICH, NOTARY PUBLIC
In and for the State of Ohio
My Commission Expires June 23, 2002

Description provided by: Joseph Kleiner, City Engineer