

Defiance Public Library Board of Trustees
Regular Board Meeting
October 25, 2023

The Board of Trustees of Defiance Public Library met for its monthly meeting on Wednesday, October 25, 2023, at the Sherwood Branch Library; notice of said meeting pursuant to O.R.C. 121 having been posted.

President Laura Connor called the meeting to order at 5:00 pm. In attendance were board members: Chris Korhn, Ken Boroff, Rebecca Mansel-Pleydell, Susan Mack, Dennis Sobecki, and Beth Michel. Staff members present: Director Cara Potter, CFO Nancy Roehrig, DFO Elaine Talbert, Kathy Holtsberry, and Stanislava Volkman.

Visitors present: Judy Hasch

The Finance Committee met on October 17, 2023, at 4:00 pm at the Defiance Public Library to review September 2023 financials, the library cash flow projection report, and 2024 Estimated Revenue. Committee Chair Ken Boroff, Board President Laura Connor, CFO Nancy Roehrig, and Director Cara Potter were in attendance. Ken Boroff reported the PLF for September was 12% (\$15,953.59) above the estimate for the month and expenditures continued to run below budgeted amounts.

The Personnel Committee met on October 12, 2023, at 5:00 pm at the Defiance Public Library to discuss updates on the employee engagement survey and to review changes to the complaint policy. Committee Chair Beth Michel, Board President Laura Connor, Director Cara Potter, and CFO Nancy Roehrig were in attendance. Beth Michel reported The Employers' Association will distribute the survey within two weeks, and it will close the day before Thanksgiving. Job description updates will be delayed until after the first of the year. The Personnel Committee will keep its monthly meeting dates on the calendar but will meet as needed.

Chris Korhn, Susan Mack, and Judy Hasch updated the Library Board on the activities of the Friends of the Defiance Public, Johnson Memorial, and Sherwood Branch libraries, respectively.

Stanislava Volkman spoke to the library board about being a Branch Assistant at the Sherwood Branch Library. Stanka has a background in early childhood education and began working for the library system as a substitute in Children's Services. She discussed her duties and expressed that she enjoys working at the Sherwood Branch.

Stanislava Volkman left the meeting at 5:19 pm.

Consent Agenda

Beth Michel moved and Chris Korhn seconded the motion to approve the Consent Agenda.

- Approval of the Minutes of the Regular Library Board meeting on September 27, 2023.
- Approval of the September 2023 financial reports as reviewed by the Finance Committee and approval of the payment of bills for October 2023.
- Approval of the Fiscal Officer's Report as presented.

Year-to-date General Fund activity through September 2023:

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Beginning Balance	\$ 2,829,197.32
Revenue	+ 2,015,260.10
Expenses	<u>- 1,579,057.59</u>
Month End Balance	\$3,265,399.83

September PLF \$ 149,440.83

- Approval of the Library Operations Report as presented.
 - Approval of an increase in General Fund Revenue in Unrestricted Contributions, Gifts of \$450.00.
 - Approval of an increase in General Fund Appropriations in DPLSFR Program Services of \$450.00.
This donation from the Friends of Sherwood Branch Library will help cover expenses for the children's author visit in November.
 - Approval of an increase in General Fund Revenue in Unrestricted Contributions, Gifts of \$50.00.
 - Approval of an increase in General Fund Appropriations in DPL Adult/Reference Books of \$50.00.
The donation is from the Mutual Improvement Club (Defiance) in honor of Sarah Marshall and Renee Hopper for their presentation on the Worthington Cemetery project.
- Motion carried.

Items for Discussion

Rebecca Mancel-Pleydell moved and Susan Mack seconded the motion to approve updates to the patron fees for DPLS hotspots. Motion carried.
The updates include requiring a \$20.00 cash deposit instead of a credit card number, and a patron cannot have more than \$5.00 in fees on their account to borrow a hotspot.

Ken Boroff moved and Denis Sobecki seconded the motion to approve the 2024 Estimated Revenue of All Funds to be filed with the Defiance County Auditor. Roll Call Ayes: Laura Connor, Chris Korhn, Ken Boroff, Rebecca Mancel-Pleydell, Susan Mack, Dennis Sobecki and Beth Michel. Nays: None. Motion carried.

General Fund	\$ 2,400,950.00
Building & Repair Fund	53,100.00
Permanent Improvement Fund	13,200.00
Bequest Fund	<u>16,000.00</u>
Total	<u>\$ 2,483,250.00</u>

The CFO reviewed the 2023 Cash Flow Projection report with the Board. The report includes five-year income and expenditure projections for the library system for the purpose of informing stakeholders of the long-term financial picture of the library system. 2024 estimated revenue

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was included in the schedule and current and predicted economic factors, including inflation, were taken into consideration for estimating expenditures.

The CFO informed the Board that healthcare costs for 2024 will increase by \$9,780.00 over 2023 when comparing the same enrollees. Overall insurance costs will increase by 6.6% compared to 2023. The Board agreed they would continue to cover the cost of the Employee Assistance Plan, which is estimated to be \$231.84 for 2024.

The library board reviewed the director's evaluation process. The next step will be for the director to complete a self-evaluation before the November Board meeting.

Susan Mack moved and Ken Boroff seconded the motion to approve the following resolutions, as appended:

- Option Agreement – between Defiance Public Library, and 315 Fort Street, LLC and 319 Fort Street, LLC.
- Donation Agreement – Greater Cincinnati Foundation to Defiance Public Library.
- Release – between Defiance Public Library, 315 Fort Street, LLC and 319 Fort Street, LLC, and the Greater Cincinnati Foundation.

Roll Call Ayes: Laura Connor, Chris Korhn, Ken Boroff, Rebecca Mansel-Pleydell, Susan Mack, Dennis Sobecki and Beth Michel. Nays: None. Motion carried.

Ken Boroff left the meeting at 6:30 pm.

Beth Michel moved and Chris Korhn seconded the motion to change the date of the November 2023 meeting from November 15th to November 29th. Motion carried.

6:34 pm

Beth Michel moved and Rebecca Mansel-Pleydell seconded the motion to enter into Executive Session for the purpose of discussing the purchase of property and to consider compensation of public employees. Roll Call Ayes: Laura Connor, Chris Korhn, Rebecca Mansel-Pleydell, Susan Mack, Dennis Sobecki and Beth Michel. Nays: None. Motion carried.

6:39 pm

Beth Michel moved and Rebecca Mansel-Pleydell seconded the motion to return to Regular Session. Motion carried.

The next Regular meeting of the library board is scheduled for Wednesday, November 29, 2023, at 5:00 pm at the Defiance Public Library.

_____, President

_____, Secretary

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OPTION AGREEMENT
(Defiance Public Library)

THIS OPTION AGREEMENT (this “*Agreement*”), is made as of this 25th day of October, 2023, by and between Defiance Public Library (“*DPL*”), and 315 Fort Street, LLC and 319 Fort Street, LLC (“*Donor*”).

WHEREAS, Donor was the owner of certain real property located at 315 and 319 Fort Street, within the City of Defiance, identified further as Defiance County Auditor parcel numbers B011001001800 and B011001000100 (together, the “*Property*”);

WHEREAS, by means of that certain Donation Agreement dated October 25th, 2023, Donor agreed to donate the Property to DPL for purposes of constructing library facilities thereon;

WHEREAS, the parties hereto now desire to enter into this Agreement and set forth all of the terms and conditions upon which Donor shall have an option to reacquire the Property.

NOW, THEREFORE, in consideration of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

Section 1. Option to Acquire Property.

(a) DPL is hereby granted a period of five (5) calendar years following the date of transfer of the Property from Donor to DPL pursuant to the Donation Agreement in order to commence construction of library facilities thereon (as evidenced by approval of building plans and receipt of building permits from the City of Defiance) (the “*Improvement Period*”).

(b) Only if DPL is unable or unwilling to commence construction of library facilities on the Property during the Improvement Period, Donor shall have the right and option to reacquire the Property from DPL (the “*Option*”) for a period of six months following expiration of the Improvement Period (the “*Option Period*”).

(c) If, at any time during the Option Period, Donor desires to reacquire the Property pursuant to the provisions of this Section 1, it shall give DPL notice of such election in writing (the “*Option Notice*”). If the Option is so exercised, DPL shall be obligated to sell, deed and convey the Property free and clear of all liens and encumbrances except those of record in existence on the date of the Donation Agreement, but otherwise without recourse, representation or warranty (except warranty of title for the period within which DPL was the record owner of the Property), and in as-is where-is condition, and Donor shall be obligated to accept title to the Property.

(d) The purchase price for the Property pursuant to the Option (the “*Option Price*”) shall be an amount equal to the sum of Ten and 00/100 Dollars (\$10.00). DPL shall be responsible to pay any transfer taxes, recording fees, and other closing costs attributable to the exercise of

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Option. Donor shall be responsible to pay the cost of any title commitment, title policy, surveying, or any other costs or fees associated with the transfer of the Property to Donor.

(e) The Option Price shall be paid by Donor to DPL on the Option Closing Date (as defined below), at which time DPL will execute such deeds and other necessary documentation, in form and substance reasonably acceptable to Donor, necessary to accomplish the sale and transfer of the Property free and clear of all monetary liens and encumbrances, but otherwise without recourse, representation or warranty and in as-is where-is condition.

(f) The date of the Option closing shall be thirty (30) calendar days following delivery of the Option Notice, or such other date as DPL and Donor may agree upon in writing (the “*Option Closing Date*”).

Section 2. Representations, Warranties, and Covenants of DPL. The DPL represents and warrants to Donor as of the date of this Agreement as follows, all of which are material to Donor and the truth and accuracy of which have been relied upon by Donor in executing and performing its obligations under this Agreement:

(a) DPL has authority to enter into this Agreement and carry out the transactions contemplated hereunder;

(b) the execution, delivery and performance by the DPL of this Agreement have been duly authorized by all necessary action and are valid and binding upon and enforceable against the DPL in accordance with the applicable terms hereof;

(c) no additional approvals are required by any other governmental or regulatory body or other party in connection with this Agreement, the rights granted hereunder, or their exercise by DPL;

(d) DPL agrees that any library facilities constructed on the Property shall bear the name of Jane Beck Sansalone for a period of at least twenty (20) years from the date on which DPL first acquires the Property. The obligation DPL pursuant to this Section 2(d) shall survive the expiration or earlier termination of this Agreement pursuant to Section 5 of this Agreement.

Section 3. Representations and Warranties of Donor. Donor represents and warrants to DPL as of the date of this Agreement as follows, all of which are material to DPL and the truth and accuracy of which have been relied upon by DPL in executing and performing its obligations under this Agreement:

(a) Donor has authority to enter into this Agreement and carry out the transactions contemplated hereunder;

(b) the execution, delivery and performance by Donor of this Agreement have been duly authorized by all necessary action, and are valid and binding upon and enforceable against Donor in accordance with the applicable terms hereof;

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(c) no approvals are required by any governmental or regulatory body or other party in connection with this Agreement, the rights granted hereunder, or their exercise by Donor; and

(d) Donor acknowledges and agrees that DPL will be pursuing the construction of library facilities on the Property during the Improvement Period and that DPL shall have no obligation to alter, improve, or restore the Property prior to transfer to Donor pursuant to the exercise of the Option.

Section 4. Notice. All notices and other communication permitted or required hereunder shall be in writing and shall be delivered (a) by overnight delivery service, or (b) by personal or electronic delivery, to a party at its address set forth below, or to such other address as the party may specify by notice given to the other party in the manner prescribed. Facsimile transmission shall not constitute notice for purposes of this Agreement.

(a) If to DPL:

320 Fort Street
Defiance, Ohio 43512
Attn: Director and Chief Fiscal Officer

With a Copy to:

Austin Musser
Bricker Graydon LLP
2 E Mulberry Street
Lebanon, Ohio 45036
amusser@brickergraydon.com

(b) If to Donor:

1008 Marshall Avenue
Cincinnati, Ohio 45225
Attn: Anthony M. Sansalone
anthonym@sansalone.com

With a Copy to:

Gail Pryse
1008 Marshall Avenue
Cincinnati, Ohio 45225
gail@sansalone.com

Section 5. Termination of Agreement. This Agreement shall automatically and immediately terminate and, except as explicitly stated herein, the parties shall have no further obligation to one another if (1) DPL commences construction of the library facilities during the Improvement Period; or (2) Donor fails or refuses to deliver the Option Notice during the Option Period.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed, interpreted and enforced in all respects in accordance with, the laws of the State of Ohio.

Section 7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

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Section 8. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and any representation, inducement, promise or agreement between the parties with respect to the subject matter of this Agreement that is not embodied herein shall be null and void and of no further force or effect.

Section 9. Amendment. This Agreement may not be modified, amended or otherwise altered except by written agreement executed by DPL and Donor.

Section 10. Counterparts. This Agreement and any amendments hereof may be executed in counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Signature by facsimile or other reproduction sent by electronic mail shall be considered an original signature.

Section 11. Fees. Each party shall be responsible for the fees and expenses, including fees and expenses of legal counsel, incurred by such party in connection with this Agreement.

Section 12. Time is of the Essence. Time is of the essence with respect to all of the terms of this Agreement.

Section 13. Assignment. No party may assign their rights and/or obligations under this Agreement without the consent of the other party, except that Donor may assign its rights and obligations hereunder to another entity with common ownership to that of Donor.

Section 14. No Recording. Neither party may record this Agreement or any memorandum thereof against the Property within the public records of Defiance County without the express written permission of the other.

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COUNTERPART SIGNATURE PAGE
OPTION AGREEMENT
(Defiance Public Library)

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first set forth above.

DPL:

DEFIANCE PUBLIC LIBRARY

By: _____
Laura Rath Connor, Board President

By: _____
Rebecca Shinniger Mansel-Pleydell, Board Secretary

STATE OF _____)
)
COUNTY OF _____) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named LAURA RATH CONNOR and REBECCA SHINNIGER MANDSEL-PLYDELL, the Board President and Secretary, respectively, of the DEFIANCE PUBLIC LIBRARY, who each acknowledged that they did sign the foregoing instrument and that the same is their free act and deed on behalf of the Defiance Public Library.

The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2023.

Notary Public

COUNTERPART SIGNATURE PAGE
OPTION AGREEMENT
(Donor)

DONATION AGREEMENT

THIS DONATION AGREEMENT (“Agreement”) is made as of the 25th day of October, 2023, among 315 FORT STREET, LLC, and 319 FORT STREET, LLC, two Ohio limited liability companies, whose address is 1008 Marshall Avenue, Suite 1, Cincinnati, Ohio 45225 (“Donor”), THE GREATER CINCINNATI FOUNDATION, an Ohio nonprofit corporation, whose address is 200 W. Fourth Street, Cincinnati, Ohio 45202 (“GCF”) and DEFIANCE PUBLIC LIBRARY, an Ohio nonprofit corporation, whose address is 320 Fort Street, Defiance, Ohio 43512 (“DPL”) under the following circumstances:

- A. Donor is the owner of certain real property located at 315 and 319 Fort Street in Defiance, Defiance County, Ohio, more particularly described in Exhibit A attached hereto (the “Property”).
- B. Donor desires to donate the Property to DPS, through GCF, on the terms set forth in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Donor agrees to donate the Property to DPL, and DPL agrees to accept the donation from Donor, subject to the terms and conditions of this Agreement. No consideration shall be paid by GCF or DPL for the Property.
2. DPL has had a sufficient period of time prior to the date of this Agreement (the “Inspection Period”) to inspect the Property and determine whether the condition of the Property is satisfactory. Such inspections may have included physical inspections, environmental, survey, title, lease review and any and all other inspections which each such party deemed to be necessary or desirable in connection with its acceptance of the donation. In the event that the Property is not conveyed by Donor to GCF and from GCF to DPL in accordance with this Agreement, DPL shall promptly repair any damage to the Property resulting from its inspections, and shall hold Donor harmless from any loss or expense arising out of its activities on the Property. As a result of DPL’s inspections, DPL in good faith has determined that the results of the foregoing inspections are satisfactory. Payment for all fees and expenses incurred by the parties to this Agreement with respect to the investigations and inspections performed during the Inspection Period shall be the sole responsibility of DPL.
3. On such date and at such location as is agreed upon between Donor and GCF, Donor shall deliver to GCF a quit claim deed conveying the Property to GCF (the “Closing”). Promptly thereafter, GCF shall deliver to DPL a quit claim deed conveying the Property to DPL.
4. Donor agrees that upon conveyance to GCF, the Property will be free from monetary liens and encumbrances, and shall be subject only to standard easements and restrictions of record, real estate taxes and assessments not yet due and payable. Donor agrees that upon conveyance to DPL, the Property will be free from monetary liens and encumbrances, and shall be subject only to standard easements and restrictions of record, real estate taxes and assessments not yet due and payable.
5. DPL acknowledges that Donor intends to file with the IRS for recognition of this transaction as a charitable donation by Donor. In connection with such filing, DPL agrees to execute Part IV of IRS Form 8283 substantially in the form attached hereto as Exhibit B contemporaneously with

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the delivery of the quit claim deed from Donor to GCF and GCF to DPL. DPL's execution of said Part IV of IRS Form 8283 shall not be construed in any way to represent DPL's agreement with the value of the Property as determined by Donor's appraisal. Donor shall be solely responsible for obtaining the required appraisal, and DPL makes no representations or agreements regarding the value of the Property. DPL shall have no responsibility for Donor's designation of the transaction as a charitable donation or for Donor's appraisal of the Property. In the event that the IRS does not accept the designation or appraisal, Donor shall not be entitled to reimbursement from GCF or DPL.

6. DPL agrees to execute any documentation reasonably required by GCF in connection with the transfer of the Property from GCF to DPL.

7. DPL agrees to pay conveyance fees, if any, due upon the transfer of the Property to GCF and the transfer of the Property to DPL (although the parties contemplate that the conveyances will be exempt from such fees in accordance with Section 319.54(G)(3) of the Ohio Revised Code), the recording fees due for the recording of the quit claim deeds, all survey, environmental and title fees, and its own attorney's, accountant's and other fees relating to this transaction. Donor agrees to pay the appraisal fee, the attorney's, accountant's and operating fees and costs of GCF relating to this transaction, and its own attorney's, accountant's and other fees relating to this transaction.

8. Real estate taxes and assessments will be prorated between Donor and DPL through the date of Closing based on the most recent available tax bills in the manner the same are customarily prorated in Defiance County, Ohio. DPL's acceptance of the deed from GCF will constitute an agreement by DPL to be solely responsible for any real estate taxes due for the period of time commencing on the date of the Closing. In no event shall GCF be responsible for the payment of any real estate taxes, including CAUV recoupment, if any.

9. DPL acknowledges that the Property is being accepted "AS IS, WHERE IS" with all faults and defects, including, but not limited to, environmental hazards and building code violations, as of the date of Closing, and that there have been no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished by GCF or Donor or any agent of Donor. Donor and Anthony M. Sansalone, jointly and severally, agree to indemnify, defend and save harmless GCF from and against all liability, loss, cost or damage relating to the Property and the transaction described in this Agreement.

10. DPL agrees that DPL is relying solely upon its own inspection and investigation of the Property for all purposes whatsoever, and acknowledges that the Property is being accepted "AS IS, WHERE IS" with all faults and defects, including, but not limited to, environmental hazards and building code violations, as of the date of delivery of the deed from GCF. There have been no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to DPL by Donor, GCF, or any agent of Donor or GCF. At the Closing, DPL will execute a statement reasonably satisfactory to GCF, Donor and their legal counsel releasing GCF and Donor from any and all liability for defects in or on the Property, including, but not limited to, building code violations.

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11. All notices hereunder or required by law shall be in writing, and shall be deemed properly delivered when and if deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or via fax on the day of transmission if followed by mail confirmation, or via Federal Express addressed to the parties hereto at their respective addresses set forth above, or as they may hereafter specify by written notice delivered in accordance herewith.

12. This Agreement constitutes the entire contract among all of the parties hereto and supersedes all prior understandings among all of the parties hereto, if any, there being no other oral or written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution hereof among all of the parties hereto. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the parties unless in writing and signed by all parties. Any extension of the time for performance or other amendment to the terms and conditions of this Agreement shall not be effective unless made in writing and signed by all parties to this Agreement.

13. This Agreement may be executed by all parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

14. This Agreement shall be construed, and the rights and obligations of Donor, GCF and DPL hereunder shall be determined, in accordance with the laws of the State of Ohio, except where the federal laws of the United States take precedence.

15. In addition to the specific language of non-merger or survival found in certain sections of this Agreement, any provision hereof which by its terms would be performed after the term of this Agreement survive this Agreement and shall not merge in the Closing or in the delivery of the deed to DPL, unless specifically provided to the contrary herein.

16. Time is of the essence in connection with the obligations under this Agreement.

[Remainder of page intentionally left blank. Signature pages to follow.]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DONOR:

315 FORT STREET, LLC and 319 FORT STREET, LLC

By: _____
Anthony M. Sansalone, Manager

GCF:

THE GREATER CINCINNATI FOUNDATION

By: _____
Name:
Title:

DPL:

DEFIANCE PUBLIC LIBRARY

By: _____
Laura Rath Connor, Board President

By: _____
Rebecca Shinninger Mansel-Pleydell, Board Secretary

EXHIBIT A

Legal Description of Property

315 B011001001800
319 B011001000100

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RELEASE

THIS RELEASE ("Release") is made as of the 25th day of October, 2023, by Defiance Public Library, an Ohio nonprofit corporation ("DPL"), for the benefit of 315 Fort Street, LLC and 319 Fo11 Street, LLC, two Ohio limited liability companies (together, "Donor") and The Greater Cincinnati Foundation, an Ohio nonprofit corporation ("GCF"), under the following circumstances:

- A. Of even date herewith, Donor is donating certain real property located in the City of Defiance, Defiance County, Ohio (the "Property") to DPL, through GCF, pursuant to that certain Donation Agreement among Donor, GCF and DPL (the "Agreement").
- B. Paragraph IO of the Agreement provides, in part "At the Closing, DPL will execute a statement reasonably satisfactory to GCF, Donor and their legal counsel releasing GCF and Donor from any and all liability for defects in or on the Property, including, but not limited to, building code violations."
- C. DPL is executing this Release in order to comply with the requirement set forth in B, above.

NOW THEREFORE, for valuable consideration paid, DPL states as follows:

- 1. DPL confirms that it has relied solely upon its own inspection and investigation of the Property for all purposes whatsoever, and acknowledges that the Property is being accepted "AS IS, WHERE IS" with all faults and defects; including, but not limited to, environmental hazards and building code violations.
- 2. DPL further confirms that there have been no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to DPL by Donor, GCF, or any agent of Donor or GCF.
- 3. DPL hereby releases and forever discharges GCF and Donor, their successors and assigns, from any and all liability for defects in or on the Property, of whatever kind or nature, whether now known or unknown or suspected or unsuspected, including, but not limited to, building code violations.

TN WITNESS WHEREOF, DPL has executed this Release as of the date first written above.

DPL:

DEFIANCE PUBLIC LIBRARY

By: _____

Laura Rath Connor, Board President

By: _____

Rebecca Shinninger Mansel-Pleydell, Board Secretary