

[The following is a typed copy by John S. Pyke, Jr. of the handwritten lease obtained from the County Recorder, which has been compared to an abstract of the lease contained in a title report delivered to the Clifton Park Land and Improvement Company by the Land Title and Abstract Company dated as of August 20, 1912. The original of the title report is in the possession of John S. Pyke, Jr.]

Volume 29, Pages 609 -613.

[First nine lines of the handwritten copy are illegible. There follows a description of the location of the leased property and a metes and bounds property description which is omitted in this copy; refers to a property at the intersection of Lake Avenue and Beach Road; description ends as follows:] Said parcel of land to be known as Sub Lots Nos. 38, 39, 40 and 41 of the Clifton Park Land and Improvement Company's proposed Allotment, a plat of which is on file in the office of said Company and will be subsequently recorded in the records of Cuyahoga County, said premises to be used solely for the purposes of a social club , and in accepting this lease, and as a part of the consideration thereof, the lessee for itself and its successors, hereby covenants with the lessor, and its successors, that said lessee and its successors will not use said premises or cause or permit the same to be used for any business purposes whatsoever or for any other purpose other than that of a private residence or social club, nor erect or maintain or use or permit upon said premises a carriage house, stable or other or outbuilding without the written consent of the lessor, or in any case within sixty feet of the Street or Avenue upon which said lot fronts or (except by agreement with the owner of the adjoining lot) nearer than ten (10) feet to either of the side lines of said lot. That no house shall be erected upon said premises which shall cost less than twelve thousand dollars \$12,000.00 or any line of which shall be located within 40 feet of the Street or Avenue on which the same fronts or nearer than ten feet to either of the side lines of said lot. That said lessee, and its successors shall also bear and pay its portion (based upon the proportion which the frontage of said premises bears to the entire frontage of the lots upon the Streets and Avenues of said allotment) of the necessary cost of providing the water used and to be used for the general purposes of said Company and the residents of said allotment until such time as its water pipes shall be connected with the water works system of the City of Cleveland. The lessor further covenants with the lessee that all sales or leases of lots in said allotment similarly located shall be made subject to like restrictions as to as to the use of the same. The said several covenants, agreements and provisions herein contained shall run with the land hereby conveyed and be binding upon said lessee and its successors for a period of fifty 50 years from date hereof. The said Lessor further covenants with the said Lessee that it will before the period of existence expires, convey the fee in the land reserved and dedicated for park purposes in the allotment of the

Clifton Park Land and Improvement Company to a Board of Trustees of not less than three members who shall be property owners in said allotment with power to perpetuate said Board of Trustees and with power to hold said property for the use and benefit of persons owning land in said allotment.

It is further mutually agree by parties hereto that said second party shall have right at its option to purchase above described property at any time during existence of this lease at and for sum of fourteen thousand dollars \$14,000.00 payable in cash or its equivalent at time of such purchase and that first party will also give, grant and make to second party without further consideration and for same period of time a lease of a certain strip of land upon the beach of Lake Erie for bathing purposes and also another strip of land upon the Easterly bank of Rocky River for a boat house, an also a strip of land for the purpose of a stable, together with the right to use the approaches to the same. The location and size of the last three pieces of property to be hereafter agreed upon between the parties hereto. To have and to hold the above leased premises unto the second party its successors for and during the term of twenty years from and after the first day of July A. D. 1902 upon the following conditions [illegible] second party and its successors shall pay or cause to be paid to the first party its successors [illegible] the amount of One Dollar at the beginning of each and every year from and after the first day of July A.D. 1902 until the expiration of this lease, shall pay or cause to be paid all [illegible] assessments of every description which may be levied or assessed upon said land or upon this lease or upon any and all buildings or other improvements which shall have been or may be erected or made thereon. And said second party for itself and successors does hereby agree to pay to the first party its successors or assigns the rent taxes and assessments as herein before specified and also does hereby agree that the number of its members shall not without the consent of the first party or its successors duly executed and endorsed hereon exceed two hundred and fifty (250). And it is mutually agreed by the parties aforesaid for themselves and their successors respectively that if at any time said property shall be used for purposes other than a social club or private residence, or the rent, taxes and assessments aforesaid, or either of them or any part thereof shall be in arrears or unpaid for the period of ninety days after becoming due or if any of the covenants and agreements shall not be performed, as herein stipulated to be performed by the second party, the first party its successors and assigns at any time after such delinquency shall have accrued shall have full right without demand of payment or notice to enter upon the above described premises, and take possession thereof, and bring suit for and collect all rents, taxes and assessments which shall have accrued up to the time of such entry and from thenceforth this lease shall become void for all intents and purposes whatever at the election of the first party and all improvements made on said premises shall be forfeited. [illegible] said rents, taxes and assessments shall be paid financially according to the terms of this lease until the same shall expire and all other

of the aforesaid stipulations and agreements shall be performed then the second party or its successors have the right to remove from the above leased premises all buildings which shall have been erected thereon by said second party during the continuance of this lease and the first party for itself and its successors hereby covenants to and with the second party its successors that if the rents, taxes and assessments aforesaid shall be paid as herein before provided the second party and its successors shall have the peaceable possession and enjoyment of the premises aforesaid without the hindrance or disturbance of any person. That the premises aforesaid or any part thereof shall not be underlet nor shall this lease be assigned nor shall liquor whether spirituous, vinous or fermented be sold either at wholesale or retail on said premises under pain of forfeiting the residue of the term hereby granted at the election of the first party.

In witness whereof the parties to this lease by the hands of their officers duly authorized thereto set their hands to duplicates hereof the day and year first above written.

The Clifton Park Land and Improvement Co.  
T. R. Morgan, Pres  
J. J. Crooks, Secretary

The Clifton Club Co.  
By R. E. Burdick, President

[Personally signed and acknowledged in the presence of a notary public on the 9<sup>th</sup> day of June, 1902. Filed January 13, 1903 at 2:34 P.M. and recorded January 26, 1903.]