

LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the **CITY OF COLUMBUS, OHIO**, ("Lessor" or "City") a municipal corporation, and the **QUARRY HOMEOWNERS' ASSOCIATION, INC.**, ("Lessee" or "Boat Club") an Ohio non-profit corporation.

WITNESSETH:

That for the consideration hereinafter set forth, the Lessor hereby leases to the Lessee a parcel of land owned by the City of Columbus, Ohio, said parcel being full described as follows:

Situated in the State of Ohio, County of Franklin, City of Columbus in Quarter Township 3, Township 2, Range 19, United States Military Lands and being part of a 3.50 acre tract of land conveyed to the City of Columbus in Deed Book 314, Page 578 of the Franklin County Recorder's Office and being a 0.109 acre lease area more particularly described as follows:

Commencing at the southwest corner of Lot 1 of The Quarry on The Scioto Subdivision as recorded in Plat Book 62, Page 3, said corner being on the west line of said subdivision, and said corner also being on the east line of said 3.50 acre tract;

Thence with the west line of Lot 1, and said common line, N 01° 41' 17" E, a distance of 50.90 feet to the True Point Of Beginning of the herein-described 0.109 acre lease area;

Thence thru said 3.50 acre City of Columbus tract the following 9 courses:

1. N 39° 59' 29" W, a distance of 0.32 feet;
2. N 51° 39' 19" W, a distance of 50.48 feet;
3. S 38° 35' 10" W, a distance of 73.62 feet to an iron pin set at a southeasterly corner of said 0.109 acre lease area;
4. N 51° 24' 50" W, a distance of 33.00 feet;
5. N 38° 35' 10" E, a distance of 132.75 feet;
6. S 51° 24' 50" E, a distance of 33.00 feet to an iron pin set at a northeasterly corner of said 0.109 acre lease area;
7. S 38° 35' 10" W, a distance of 51.13 feet;
8. S 51° 39' 19" E, a distance of 44.75 feet to a point on the east line of said 3.50 acre tract and the west line of said Lot 1;
9. S 01° 41' 17" W, a distance of 10.05 feet with said common line to the True Point Of Beginning, **containing 0.109 acres** of land, more or less.

The basis of bearings is the west line of Lot 1, said line also being the west line of said subdivision bearing N 01° 41' 17" E.

The above description was prepared from an actual field survey completed in August, 2005 by the City of Columbus, Division of Water, James B. Uhlenhake, Professional Surveyor and is correct to the best of my knowledge.

James B. Uhlenhake, P.S. #5622, 8/31/05.

NOW, THEREFORE, in consideration of the agreements and covenants contained herein, the Lessee does hereby agree as follows:

1. **TERM** The term of this lease agreement shall be One (1) year, automatically renewable for two (2) additional one (1) year terms. This lease agreement shall commence on January 1, 2006. Thereafter, subject to negotiation of rent and other lease terms, Lessee shall have the option to continue leasing for additional consecutive one-year terms by giving Lessor thirty (30) days written notice of its intention to do so. Notwithstanding the foregoing, either party may terminate this lease agreement, with or without cause, by giving 60 days written notice to the other party.

2. **RENT** The Lessee shall remit to the Lessor its annual rental payment on or before May 15th or in two equal installments on or before May 15th and August 15th of each year. Payments are due in full, without notice, payable in cash or check. Payments are to be made payable to: Columbus City Treasurer, and mailed to: Columbus Department of Recreation & Parks, Attn: Fiscal Manager, 420 West Whittier Street, Columbus, Ohio 43215.

Rental payment is based on using the established private fees for docks, boat racks, and small vessels stored on parkland as set by the Recreation and parks Commission, times the number of docks and stored boats used by the Boat Club within the limits established in this agreement. The private dock fee for 2006 is \$460. The stored boat fee is \$130 for 2006. These fees are subject to annual review and may be changed as determined by the Recreation and Parks Commission. Annual fee formula will be as follows:

1st Year (2006) Per **Slip/each boat**

\$460.00 X 12 slips = \$ 5,520.00

(Minimum of 12 slips and maximum of 15 slips*)

Dry storage

\$130.00 X actual number, maximum of six, minimum of two = not less than \$260, and not more than \$780 in 2006 (if no boats are stored, but the unit is in place, the fee will be \$260 in 2006, or the equivalent of two stored boats in the future, based on the rate at the time).

The total fee for 2006 shall be no less than \$5780.00, but not more than \$6,300.00. The Boat Club shall report the number of boats with payment.

Once the Boat Club installs the boat rack (dry storage unit), the minimum fee for this unit must be the equivalent of two stored boats annually whether there are two boats stored or no boats stored. If the Boat Club does not install the boat rack, the Boat Club is not required to pay the annual minimum fee for that unit, which is the equivalent of two stored boats (or \$260 for 2006 for example). The annual fee formula shall apply the most current fees for docks and stored boats as established by the Recreation and Parks Commission throughout the term of this lease.

*There are three eligible properties adjacent to this leased area being 6527, 6535, and 6541 Quarry Lane. Owners of these properties may participate in the group dock if they wish, in which case the maximum number of boat slips would reach fifteen (15) slips. Without their participation the maximum number of slips in the group dock would be twelve (12), and this number is the minimum amount of rent the City will accept annually from the Boat Club.

3. USE The Lessee shall have the designated use of the described parcel, including designated water frontage thereon, together with approved site improvements, and other facilities, as may now exist or be constructed in accordance with provision of this lease. Said premises shall be used only as a boat club for the docking of boats and for other uses incidental to the operation thereof.

4. CLEAN UP The Lessee hereby agrees to keep the leased premises clean, sanitary, and free from debris of all kinds to the satisfaction of the Executive Director of the Lessor's Department of Recreation & Parks.

5. COMPLIANCE WITH LAWS The Lessee shall keep itself fully informed of and promptly comply or cause compliance with all laws, ordinances, rules and regulations, which in any manner affect its operations of the property and facilities.

6. NON-DISCRIMINATION The Lessee shall not discriminate on the basis of race, color, religion, sex, sexual orientation, or national origin in its membership practices or in any other manner in the use of the premises.

7. DOCKING The Lessee may elect to leave docks in year round, but must follow the requirements of both the Columbus City Codes and the Department of Recreation & Parks pertaining to boating. Said docks shall be fully maintained at no expense to the Lessor. In the event of an emergency as declared by the Executive Director, Department of Recreation & Parks, Director of Public Safety, Director of Public Utilities or other ranking qualified City Official, the dates for boat dock removal may vary. In accordance with the terms and conditions of this lease agreement, the Lessee agrees to limit the number of boat docks to fifteen (15) slips and up to six (6) boats on a boat rack. There may be no trailers permitted on the premises, and the boat rack with boats may not exceed thirty (30) feet in length, six (6) feet in height, and ten (10) feet in width without boats, and may hold a maximum of six (6) boats. No docks may extend more than thirty (30) feet into the water. No anchor buoys will be placed beyond the end of the docks. All docks and landing platforms shall be approved by the Executive Director prior to installation. All dock structures shall meet all City of Columbus and U.S. Army Corps of Engineers standards.

8. ALTERATIONS The Lessee shall not make, or cause to be made, any alterations, additions or improvements to the land, or facilities without first obtaining the Executive Director's written approval and consent. The Lessee shall submit plans and specifications for such work at the time approval is sought. It is the responsibility of the Lessee to obtain any necessary local, state or federal permits or permission for any alterations. Any improvements constructed or currently occupied shall become property of the Lessor upon termination of this lease agreement, whether by lapse or time or otherwise.

9. REASONABLE CONDITIONS The Executive Director, Department of Recreation & Parks, shall have the power and authority to impose reasonable conditions and requirements relative to the management and operation of said premises as in the Executive Director's judgment may appear to be for the best interests of the public and the City of Columbus, Ohio. The Lessee shall be entitled to reasonable notice of all decisions and regulations by the Executive Director governing the management and conduct of said Lessee and the premises. The Lessee will annually provide a current list of applicants, members, officers and a set of club bylaws to the Department of Recreation & Parks. The Lessee will perform annual public service projects equal to five (5) hours per member. Said public service projects must be completed at Griggs Reservoir Park and the Department property manager must approve such projects in advance. The Lessee is also expected to obtain and maintain safe boating certificates for at least 70% of its boating membership from the U.S. Coast Guard Auxiliary or the U.S. Power Squadron. Certification from courses other than the above, as approved by the Ohio Department of Natural Resources, Division of Watercraft, may be accepted at the discretion of the Executive Director.

10. ASSIGNMENTS AND SUBLEASES The Lessee shall not assign this lease agreement in whole or in part, nor sublet all or any part of the property.

11. NO ALCOHOL The Lessee agrees not to manufacture, sell, store, consume, or permit to be consumed during any intoxicating liquor on said premises.

12. TAXES, ASSESSMENTS, UTILITIES The Lessee shall pay, during the term of this lease, any and all property taxes and assessments charged upon said leased premises or any improvement constructed thereon. The Lessee shall be solely responsible for, and promptly pay, all charges for utility services consumed on the property.

13. INDEMNIFICATION OF CITY All operations of the Lessee under this lease agreement shall be conducted at its own risk. The Lessee will take proper safeguards to prevent any and all injuries or damages to property of the Lessor, to the public, and to any other property, material or thing, and the Lessee alone shall be responsible for any damage or injury occurring on or about the property or resulting from its operations under this lease agreement. The Lessee shall at all times indemnify, protect, and hold harmless the Lessor, its agents and employees, from and against, and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, or damage to property arising from or out of any occurrence in upon or at the property under this lease agreement, in connection with its operation or occasioned wholly or in part by any act or omission of the Lessee, its membership, contractor, or invitees. The Lessee shall at all times during the term of this lease agreement, maintain in full force and effect comprehensive liability insurance coverage with a financially responsible company covering its respective structures and operation. Such insurance shall name the City of Columbus, Ohio, a municipal corporation, as co-insured, between the City and the Boat Club. The policy must provide \$1,000,000 of insurance for general aggregate liability losses, personal injury, property damage, and medical expenses. The coverage shall be written on a per occurrence basis, and include all times the applicant will be on the City property. The \$1,000,000 is a minimum amount of coverage, and the City reserves the right to require additional reasonable coverage that it deems necessary.

The Lessee shall furnish to the Lessor a memorandum copy of the insurance policy prior to execution of this lease agreement, and provide this annually. All instruments of insurance shall carry the requirement that the Lessor will be notified in writing thirty (30) days prior to the cancellation of any coverage for any reasons.

14. CONDITION AND SURRENDER OF PROPERTY Upon termination of this lease agreement, whether by lapse of time or otherwise, the Lessee shall at once surrender to the Lessor all improvements and property belonging to the Lessor in good order and condition, normal wear and tear excepted. Provided all payments due from the Lessee have been paid in full, Lessee shall remove its property within ten (10) days after any such termination, unless otherwise authorized by the Executive Director, Department of Recreation & Parks. If the Lessee does not surrender immediate possession of the property and improvements, the Lessor may forthwith re-enter and repossess the premises without being guilty of trespass or forcible entry and without incurring liability to the Lessee for loss or damage to the Lessee's property.

15. RIGHT-OF-ENTRY FOR INSPECTION The CITY or its authorized representatives may, enter into and upon the leased property under this lease agreement for any purpose. The Lessee shall provide the Lessor with three (3) sets all keys as are applicable and necessary to the property and any structures. One set provided to the Executive Director, Department of Recreation & Parks, for the Permit Office, one set provided for the Public Safety Director, for the Division of Police, and one set provided to the Director of Public Utilities, for the Division of Water.

16. DEFAULT If the BOAT CLUB:

- a. Fails to pay any installment of rent within ten (10) days after it becomes payable, and such default shall continue for five (5) days after receiving written notice from the Lessor demanding payment thereof, or;
- b. Fails to observe and perform any provision, covenant, or condition of this lease agreement by the end of fifteen (15) days after written notice is received from the Lessor specifying such failure, or;
- c. Abandons or vacates the property or any part thereof during the term of this lease agreement, or;
- d. Assigns or sublets all or any portion of this lease agreement or premises in violation of the terms:

Then, and in any of such cases, immediately or any time thereafter, at the sole discretion of the Executive Director, the Lessor shall have the right to immediately re-enter and repossess the property described under this lease agreement and declares this lease agreement to be terminated. Termination of this lease agreement and repossession of properties by the Lessor will in no way prejudice any right to action against the Lessee the Lessor may have for rent, damages, or breach of covenant, in respect to which the Lessee shall remain and continue to be liable.

17. SEVERABILITY It is understood and agreed by the parties to this lease agreement that if any part, term, or provision of this lease is found to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the lease did not contain the particular part, term, or provisions held to be invalid.

18. CAPTIONS The captions of the several sections of this lease agreement are not made a part of the context hereof and shall be ignored in construing this lease agreement. All captions are intended only as aids in locating and reading the provisions of this lease.

19. CITY Whenever this lease refers to Lessor, City, Executive Director or Department of Recreation & Parks, the references so made refer to the Executive Director of the Columbus Department of Recreation & Parks, or an appointed officer so designated to serve, administrate, or act in the place of said Director.

20. EMINENT DOMAIN In the event the leased property or any part thereof is taken by eminent domain, the Lessor shall represent the interests of both the Lessor and Lessee, and the Lessor's decision in negotiating and defending a claim for compensation shall be final between the Lessor, the Lessee, and any condemning authority.

21. TERMINATION Either party may terminate this lease with 60 days written notice.

The Lessee has hereunto caused this lease agreement to be subscribed this _____ day of _____ 2006.

QUARRY HOMEOWNERS' ASSOCIATION, INC.
an Ohio non-profit corporation, Lessee

Print Name: _____
Title: _____

This Lessor, pursuant to the authority of Ordinance Number _____ passed by the Columbus City Council on the _____ day of _____ 2006, has hereunto caused this lease agreement to be executed.

CITY OF COLUMBUS, OHIO
a municipal corporation, Lessor

Wayne A. Roberts, Executive Director
Department of Recreation & Parks
Date: _____

Cheryl L. Roberto, Director
Department of Public Utilities
Date: _____

This instrument prepared by:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: Richard A. Pieplow(4-22-05) final(12-15-05)
Real Estate Attorney
Real Estate Division
For: Departments of Public Utilities and Recreation & Parks
Re: Quarry on the Scioto Subdivision.