

LEASE AGREEMENT

This lease made by and between the CITY OF COLUMBUS, OHIO, DEPARTMENT OF RECREATION & PARKS, "Lessor", a municipal corporation, 1111 East Broad Street, Columbus, Ohio 43025 and FREDERICK F. CAMPBELL, BISHOP OF THE ROMAN CATHOLIC DIOCESE OF COLUMBUS, "Lessee", 6300 E. Dublin-Granville Road, New Albany, Ohio 43054.

WITNESSETH:

That for the consideration hereinafter set forth the Lessor does hereby lease to the Lessee a portion of the Lessor's property, commonly known as the Harrison House (the "Building") located at 570 West Broad Street, Columbus, Ohio, as described and shown on Exhibit "A" attached hereto and made a part hereof, (the "Premises") for use as office space.

Now, therefore, subject to the terms and conditions hereinafter contained, the parties hereto do hereby agree as follows:

1. **TERM AND RENT:** Unless sooner terminated as herein provided the term of this Lease shall be for one (1) year commencing on the 1st day of February, 2010 and terminating on January 31, 2011, said Lease to be automatically renewable for successive terms of one (1) year each up to a maximum of ten (10) terms. Rental payments of one dollar (\$1.00) per year shall be due and payable on the first day of each term.

2. **USE OF PREMISES:** Subject to all present and future rules, the Premises shall only be used for the purpose of operating and maintaining office space. **At no time shall the Premises be used for sectarian instruction or religious worship.** In accordance with plans submitted to and approved by the Lessor, any proposed changes to said plans must be approved by the Lessor. Lessee shall have non-exclusive rights of ingress and egress to and from the leased Premises across, over and through public rights-of-way adjacent to and providing access to the Premises for Lessee's employees, agents, guests and patrons.

Lessor shall have the power and authority to impose reasonable conditions and requirements relative to the management and operation of said Premises as in Lessor's judgment may appear to be for the best interests of the public and the City of Columbus, but which will not unreasonably interfere with Lessee's use and enjoyment of said Premises. Notice of all decisions and regulations by Lessor shall be given as hereinafter provided.

3. **MAINTENANCE OF PREMISES:** As additional consideration to the Rental Payments as required above-herein and utility costs as addressed below-herein, Lessee shall provide all routine maintenance, above and beyond what the Lessor normally schedules in all areas identified in Exhibit "A", in a manner satisfactory to the Lessor. Routine maintenance shall include, but not be limited to, the replacement of light bulbs and security locks, maintaining the grounds surrounding the building and for all major maintenance including, but not limited to, electrical, plumbing and roofing. The Lessee shall notify the Lessor of all repair and maintenance required without delay.

4. **HOLDOVER:** Lessee shall have no right to occupy the leased Premises or any portion thereof after the expiration or termination of this lease.

5. **INSPECTION:** Lessor may have reasonable access to the premises for the purposes of examining the premises or making repairs or alterations.

6. **WAIVER:** No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance of any other occasion of the same or of any other covenant or condition hereof.

7. **MODIFICATIONS:** No modification, amendment, alteration, addition, or waiver of any section or condition of this Lease shall be effective unless it is in writing and signed by an authorized representative of the City and the Lessee and approved by the appropriate City authorities.

8. **EMINENT DOMAIN:** If the whole or any part of the Premises shall be acquired or taken under threat of appropriation, by an appropriation proceeding, or by any right of eminent domain, this lease will terminate from the time when possession is required for the public use, and such taking will not operate as or be deemed an eviction of the Lessee or a breach by Lessor of the covenant for quiet enjoyment. The Lessee will pay all rent due, and observe all other covenants, up to the time when possession is required for public use.

9. **LESSEE'S PROPERTY:** If for any reason Lessor obtains possession of the Premises, Lessee's property not removed shall be deemed to have been abandoned and shall become the property of Lessor and may be used or disposed of by Lessor as it sees fit without liability to Lessee.

10. **RELATIONSHIP OF PARTIES:** The Lessee shall be and shall remain an Independent Contractor with respect to all services performed hereunder and he/she/it agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Lessee or persons employed by the Lessee for work performed under the terms of this Lease and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be issued or promulgated under said respective laws.

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture, by the parties hereto, it being understood and agreed that no provision contained herein or any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Lessor and Lessee.

11. **EQUAL OPPORTUNITY CLAUSE:** Lessee agrees to abide by all of the terms, conditions and requirements set forth in the Columbus City Code Section 3909.01, Equal Opportunity Clause. Failure or refusal of the Lessee to comply with provisions of Article 1, Title 39, may result in cancellation of this Lease. (Ordinance No. 2550-93.)

12. **CAPTIONS:** The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

13. **SURVIVORSHIP:** All services executed pursuant to this Lease shall be bound by all of the terms, and conditions set forth herein, notwithstanding the expiration of the initial term of this Lease, or any renewal thereof. Further, the terms, conditions, and warranties contained in this Lease that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Lease, shall so survive.

14. **SEVERABILITY:** If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

15. **APPLICABLE LAW, REMEDIES:** This Lease shall be construed and enforced in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Lessee arising out of or relating to this Lease or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

16. **SUCCESSORS AND ASSIGNS:** The provisions of this Lease shall bind and inure to the benefit of each party, and its successors and assigns.

17. **WORKER'S COMPENSATION:** The Lessee shall comply with all Worker's Compensation law in the State of Ohio. Proof of coverage shall be attached to this Lease.

18. **INSURANCE AND INDEMNITY:** Lessee shall indemnify, defend, protect, and hold harmless the Lessor from any claim, loss or damage arising in any way from the Lessee's

performance under the terms of this Lease and from any negligent or wrongful act or omission of the Lessee arising therein.

Lessee, at Lessee's sole cost and expense throughout the term of this Lease, shall carry and maintain commercial general liability insurance insuring against liability for personal injury, bodily injury to or death of persons and loss or damage to property occurring in, on and about the Premises, with coverage limits of at least One Million Dollars (\$1,000,000.00) per occurrence. In addition, Lessee, at Lessee's sole cost and expense, shall carry and maintain commercial automotive liability insurance with coverage limits of at least One Million Dollars (\$1,000,000) per occurrence, such insurance shall cover liability arising out of any automobiles including owned, leased, hired, and non-owned automobiles utilized for operations under this lease agreement.

Lessee shall name Lessor as an additional insured on such insurance policies. **Lessee must provide a copy of the insurance certificate prior to occupancy or use of the Premises, and provide a copy of the renewal certificate annually during any term of this Lease.** Failure to maintain and keep in force and effect the required general liability insurance and Worker's Compensation coverage shall be considered a breach of the Lease. The Lessor shall have the right to terminate the Lease without notice.

Any insurance coverage required under this Article shall be carried with an insurance company companies licensed to do business in the State of Ohio, and rated "A" or better by the A. M. Best Company. All such policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof.

19. CAMPAIGN CONTRIBUTIONS: Lessee hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this Lease under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this Lease and for one (1) year thereafter.

20. FORCE MAJEURE: In the event lessor shall be delayed or hindered in or prevented from the performance of any obligation required under this lease by reason of strikes, lockouts, inability to procure labor or materials, failure of power, fire or other casualty, acts of god, restrictive governmental laws or regulations, riots, insurrection, war or other reason not within the reasonable control of landlord, then the performance of such obligation shall be excused for a period of such delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

21. AUTHORITY TO BIND: The signatories to this Lease Agreement represent that they have the authority to bind themselves and their respective organizations to the Lease.

22. ASSIGNMENT: Lessee shall not assign this Lease in whole or part, nor sublet all or any part of said PREMISES without first obtaining written consent from Lessor, which consent may be denied for any reason.

23. UTILITIES: Lessee shall pay all charges for utility services for the Premises, except water/sanitary and trash collection.

24. ALTERATIONS AND IMPROVEMENTS: The Lessee shall not make any alterations, additions or improvements to the Premises without the prior written consent of the Lessor, which shall not be unreasonably withheld. Lessor shall have Fifteen (15) days after presentation of Lessee proposed alterations, additions, or improvements to review and approve same. All Lessee installed improvements, furnishings and equipment shall remain the sole property of Lessee. Any Lessee improvements shall be completed in a sound and workmanlike manner so as to conform to all applicable building and safety codes. However, only such items thereof as are severable from the premises without material or substantial damage may be removed by the Lessee upon termination of this lease, provided Lessee repairs any damage caused by such removal.

25. LESSEE'S DEFAULT: The Lessee shall be deemed to be in default if any of the following events ("Event of Default") shall occur:

- 1) Lessee fails to pay the Rental Payments or any other sum due hereunder and such nonpayment continues for thirty (30) or more days after written notice is received or refused by Lessee that the same is due and payable, or,
- 2) Lessee fails to performance any other provision of this Lease or uses the Premises in a manner inconsistent the terms herein, and Lessee does not cure the default within thirty (30) days after written demand by Lessor that the default be cured, unless such default can not reasonably be cured by the Lessee within thirty (30) days and Lessee does not commence to cure such default within thirty (30) days and fails to diligently pursue curing activities to completion.

Upon the occurrence of any Lessee default, Lessor may, after the applicable grace period set forth above, terminate this Lease and re-enter the Premises, and take possession of the Premises. Provided further, Lessor shall have full right to re-let the Premises. The Lessor shall be entitled to such further rights and remedies as accorded by applicable law; provided, however, there shall be no right to accelerate the payment of rent to accrue hereunder following such default and Lessor shall be required to mitigate damages. Lessor's remedies, as provided for herein, shall be cumulative, and are not in limitation of Lessee's other remedies at law or in equity or under this Lease.

26. LESSOR'S DEFAULT: In the event of a default by Lessor in the prompt and full performance of any provision of this Lease, and Lessor does not cure such default within thirty (30) days after written demand by Lessee that the default be cured (unless the default can not be cured within thirty (30) days and Lessor commences to cure such default within thirty (30) days of the written notice and pursues such curing activities diligently to completion), at Lessee's option, Lessee may terminate the lease and vacate the Premises, thereby being relieved from all further obligations under this Lease.

27. TAXES AND ASSESSMENTS: The Premises are currently exempt from property taxes. In the event this lease causes the property to be subject to taxes and/or special assessments, Lessee shall be responsible for timely payment thereof.

28. TERMINATION: This Lease may be terminated by either party, with or without cause, effective thirty (30) days after written notice of such termination has been given by the terminating party to the other party at the address(es) set forth below:

Lessee:
 Father Kevin F. Lutz
 Holy Family Church
 584 W. Broad Street
 Columbus, Ohio 43215

Lessor:
 Alan D. McKnight, Director
 Recreation & Parks Department
 1111 East Broad Street
 Columbus, Ohio 43205

with a copy to:
 Chief Real Estate Attorney
 Real Estate Division
 Department of Law
 109 North Front Street
 Columbus, Ohio 43215

29. GOOD FAITH AND COOPERATION: Good faith and cooperation shall be applicable to all terms and conditions contained herein.

30. ENTIRE AGREEMENT: This Lease contains the entire agreement between the parties with respect to its subject matter, and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

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Lessee, by its duly authorized officer, has hereunto caused this instrument to be subscribed this _____ day of _____ 2010.

LESSEE:

**FREDERICK F. CAMPBELL, BISHOP OF
THE ROMAN CATHOLIC DIOCESE OF
COLUMBUS**

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this _____ day of _____ 2010 the foregoing instrument was acknowledged before me by Frederick F. Campbell, Bishop of the Roman Catholic Diocese of Columbus.

(seal)

Notary Public

The Lessor, City of Columbus, Ohio, by Alan D. McKnight, Director, Department of Recreation & Parks, as authorized by Columbus City Council Ordinance No. _____, passed this _____ day of _____ 2010, has hereunto caused this instrument to be subscribed this _____ day of _____ 2010.

CITY OF COLUMBUS, OHIO,
DEPARTMENT OF RECREATION & PARKS
a municipal corporation

LESSOR:

Alan D. McKnight, Director
Department of Recreation & Parks

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this ___ day of _____ 2010 the foregoing instrument was acknowledged before me by Alan D. McKnight, Director, Department of Recreation & Parks, on behalf of the City of Columbus, Ohio, a municipal corporation.

(seal)

Notary Public

This instrument approved as to form by:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: David E. Peterson Rev. (3-17-10)
Real Estate Attorney
Real Estate Division
For: Tina Mohn- Harrison House