

## LEASE AGREEMENT

This Lease Agreement is hereby made and entered into by and between the CITY OF COLUMBUS, OHIO, "Lessor", a municipal corporation, and GROEZINGER GOLF ENTERPRISES, INC., "Lessee", an Ohio corporation.

WITNESSETH:

That in consideration of the rent stated below and the covenants herein stipulated, said Lessor agrees to lease unto said Lessee the following described real property:

Being a part of Lots 12 and 13, Section No. 4, Township No. 4, Range No. 17, United States Military Lands, Delaware County, State of Ohio and being more particularly described as follows:

Beginning at a stone at the intersection of the centerline of the Old Columbus-Wooster Road and the south line of Lot 12 on the land now or formerly owned by Oliver N. and Marie D. Johnson,

Thence S 50° 53' W along said centerline of the Old Columbus-Wooster Road 38.40 feet to a concrete monument on the north right-of-way line of the Columbus-Wooster road relocation;

Thence along said north right-of-way line S 78° 53' W, 154.31 feet to a concrete monument;

Thence continuing along said north right-of-way line 136.63 feet along the arc of a circle of 1959.86 feet radius and a central angle of 4° 00' to a concrete monument and the true place of beginning;

Thence continuing along said north right-of-way 444.54 feet along the arc of a circle of 1959.86 feet radius and a central angle of 12° 59' to a concrete monument;

Thence N 32° 11' E 187.65 feet to a concrete monument;

Thence N 23° 15' E 271.39 feet to a concrete monument;

Thence N 35° 21' E 309.20 feet to a concrete monument;

Thence S 80° 59' E 60.23 feet to a concrete monument;

Thence S 4° 34' W 316.14 feet to a concrete monument;

Thence S 2° 48' W 172.89 feet to a concrete monument and the true place of beginning and containing 2.77 acres more or less.

NOW THEREFORE, the Lessor and Lessee hereby agree that the following terms and conditions shall apply to this lease agreement:

1. TERM This lease agreement shall be effective for Five (5) consecutive one (1) year terms commencing on November 1, 2003, and ending on October 31, 2008.

2. RENT The Lessee shall remit to the Lessor its rental payment on or before November 1 of each one (1) year term. Payment is due in full, without notice, payable in cash or check. Checks shall be made payable to: Treasurer, City of Columbus, Ohio, and mailed to: Chief Real Estate Attorney, Real Estate Division, Department of Law, City of Columbus, 109 North Front Street, Columbus, Ohio 43215.

The annual payments shall be as follows:

November 1, 2003.....	\$ 1,380.00
November 1, 2004.....	\$ 1,500.00
November 1, 2005.....	\$ 1,600.00
November 1, 2006.....	\$ 1,700.00
November 1, 2007.....	\$ 1,800.00

3. USE The Lessee shall have the exclusive use of the above-described real property, together with all site improvements, buildings, and other facilities, if any, as may now exist or be constructed in accordance with the provisions of this lease agreement. Said premises shall be used only as a golf course and for such other uses incidental to the operation thereof.

4. CLEAN UP The Lessee hereby agrees to keep the leased premises clean and sanitary, free from debris of all kinds to the satisfaction of the Lessor.

5. COMPLIANCE WITH LAWS The Lessee shall, throughout the term of this lease agreement, 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, the leased premises or any facilities or improvements thereto.

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

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

8. REASONABLE CONDITIONS The Lessor shall have the power and authority to impose reasonable conditions and requirements relative to the management and operation of said premises as in its judgment may appear to be in the best interest of the public and the City of Columbus. The Lessee shall be entitled to due notice of all decisions and regulations imposed by the Lessor governing the Lessee's management and operation of said premises.

9. 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.

10. NO ALCOHOL The Lessee agrees not to manufacture, sell, store, consume, or permit to be manufactured, sold, stored, or consumed during said term any intoxicating liquor on the leased premises.

11. TAXES, ASSESSMENTS, UTILITIES The Lessee shall pay, during the term of this lease, any and all property taxes and assessments, if any, 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.

12. INDEMNIFICATION All operations of the Lessee under this lease agreement shall be conducted at its own risk. The Lessee shall take proper safeguard to prevent any and all injuries or damages to property of the Lessor, to any person, 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 save harmless the Lessor, its agents and employees, from and against any 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, contractors, or invitees or customers. 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 insurance company covering its respective buildings and operation. Such insurance shall name the City of Columbus, Ohio, as co-insured, with limits of liability of not less than:

Bodily Injury Liability

Each Person	\$ 500,000.00
Each Accident	\$1,000,000.00

Property Damage Liability

Each Accident	\$ 500,000.00
All Accidents	\$1,000,000.00

The Lessee shall furnish to the Lessor a memorandum copy of the insurance policy prior to execution of this lease agreement. All instruments of insurance shall carry the requirements that the Lessor will be notified in writing 30 days prior to the cancellation of any coverages for any reasons.

13. 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 buildings 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 in writing by the Lessor. If the Lessee does not surrender immediate possession of the property and buildings, 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.

14 RIGHT OF ENTRY - INSPECTION The Lessor or its authorized representatives may, at all reasonable times and without interfering with the operation of the Lessee, enter into and upon the property under this lease agreement to examine the condition thereof and determine whether the Lessee is conducting its operation thereon in compliance with the terms and provisions of this lease agreement.

15. DEFAULT If the Lessee:

a. Fails to pay any installment of rent within ten (10) days after it becomes payable, and if such default shall continue for five (5) days after receiving written notice to Jack Groezinger, Blackhawk Golf Course, 8830 Dustin Road, Galena, Ohio 43021, 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 this lease agreement in violation of the terms;

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

16. 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 provision held to be invalid.

17. CAPTIONS The captions of the sections 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 agreement.

18. CITY Whenever this lease agreement refers to Lessor or City of Columbus, the references so made refer to the Director or Directors who have executed this lease agreement, or appointed officer(s) so designated to serve, administer, or act therefore.

19. EMINENT DOMAIN In the event the leased property or any part thereof is taken by eminent domain, this lease agreement shall immediately terminate and the Lessee shall have no claim or right in any of the proceeds from such condemnation.

20. TERMINATION Either party, with or without cause, may terminate this lease agreement with Thirty (30) days written notice to the other.

The Lessee, by its duly authorized officer, has caused this lease agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 2004.

**GROEZINGER GOLF ENTERPRISES, INC.**  
an Ohio corporation, LESSEE

\_\_\_\_\_  
Jack H. Groezinger, Vice-President

STATE OF OHIO  
COUNTY OF DELAWARE, SS:

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_ 2004 the foregoing instrument was acknowledged before me by Jack H. Groezinger, Vice-President, on behalf of Groezinger Golf Enterprises, Inc..

(seal)

\_\_\_\_\_  
Notary Public

The Lessor, by its Directors, as authorized by Columbus City Council Ordinance No. \_\_\_\_\_ passed on the \_\_\_\_ day of \_\_\_\_\_, 2004, have hereunto caused this lease agreement to be subscribed this \_\_\_\_ day of \_\_\_\_\_, 2004.

**CITY OF COLUMBUS, OHIO**  
a municipal corporation, **LESSOR**

\_\_\_\_\_  
Cheryl Roberto, Director  
Department of Public Utilities

\_\_\_\_\_  
Wayne A. Roberts, Executive Director  
Department of Recreation & Parks

**This instrument approved and revised by:**  
**CITY OF COLUMBUS, DEPARTMENT OF LAW**  
**By: Richard A. Pieplow (1-7-04)**  
Real Estate Attorney  
Real Estate Division  
**For: Department of Recreation & Parks**  
**Re: Blackhawk Golf Course**