



## RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement"), dated as of \_\_\_, 2021 (the "Effective Date"), is made and entered into by and between the State of Ohio acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395 (hereinafter referred to as "State"), for and on behalf of The Ohio Expositions Commission (hereinafter referred to as "Agency"), and the City of Columbus, Ohio, a municipal corporation, by its Department of Recreation and Parks, (hereinafter the "Grantee"), 1111 E. Broad Street, Columbus, Ohio 43205, pursuant to the provisions of Section 123.01(A)(8) of the Ohio Revised Code.

### BACKGROUND

- A. State is the owner of certain real property known as the Ohio Expo Center and adjoining land. The Property shall mean the areas shown on Exhibit "B" attached hereto and made a part hereof.
- B. Grantee wishes to conduct certain activities (collectively, the "Activities"), which are more particularly described in the attached Exhibit "A" attached hereto and incorporated herein by reference, and State and Agency are willing to allow Grantee to conduct the Activities pursuant to the provisions of this Agreement.

### AGREEMENT

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and State agree as follows:

#### **I. GRANT OF RIGHT OF ENTRY.**

State hereby grants unto Grantee a non-exclusive Right of Entry (the "ROE") for Grantee, its agents, employees, contractors, subcontractors, and invitees to enter upon the Property solely for the purpose of conducting the Activities. Grantee shall require its contractors to indemnify State against any claims, damages or expenses resulting from the actions of their agents, employees, subcontractors, invitees and any other persons related to the Activities. If the parties do not enter into a lease of the Property or a portion thereof further permitting the Activities (a "Lease"), Grantee agrees to return or restore the Property to substantially its original condition, within a reasonable time, not to exceed thirty (30) days after expiration of this Agreement as directed by the State, unless the State instructs Grantee in writing concerning alterations to the property that need not be reversed or removed.

#### **II. TERM OF RIGHT OF ENTRY.**

The term of the ROE shall commence on the Effective Date of this Agreement and terminate August 31, 2021. Grantee shall have the right to request renewal of this ROE for additional terms, under the same terms and conditions or as modified. Requests for renewal shall be made by Grantee not later than thirty (30) days prior to the end of the term. Acceptance of the renewal request by the State shall be in writing and shall not be unreasonably withheld, conditioned or delayed so long as State and Grantee are, in good faith, negotiating the terms and conditions of the Lease.

This ROE may be terminated by either party, upon thirty (30) days prior written notice to the other party, after a material default by such other party. Upon receiving notice, State and Grantee will schedule a joint inspection of the Property in order to determine the condition of the Property prior to termination.

**III. RIGHT OF STATE TO GRANT ROE.**

State represents to Grantee that State holds fee simple title to the Property and has the right to grant the ROE to Grantee.

**IV. GRANTEE RESPONSIBILITIES.**

- (a) Grantee agrees that all Activities shall be performed at Grantee's sole cost and expense.
- (b) All Activities pursuant to this right of entry must not cause disruption to the Ohio Expositions Commission's activities and events.
- (c) Grantee agrees the Activities shall be conducted in accordance with all local, state or federal laws, rules and regulations and applicable industry guidelines. If no such laws, rules regulations or industry guidelines are applicable to the Activities, then responsible engineering practices shall be the control.
- (d) If the Property is disturbed at any time as a result of the Activities, and if the Grantee has not obtained a Lease for the Property prior to the expiration of the term of this ROE, then Grantee shall make such repairs and replacements as may be needed to restore the Property to its former condition or pay the State for all damages caused thereto. The provisions of this clause are without prejudice to any rights the State may have to make claim under applicable laws for any damages other than as provided for herein, except to the extent that the State instructs Grantee in writing concerning alterations to the property that need not be reversed or removed.
- (e) The State shall be immediately notified when any activity conducted by a party other than Grantee's agents, employees, contractors, subcontractors, invitees and any other persons or any unusual condition is encountered on the Property by Grantee's agents, employees, contractors, subcontractors, invitees and any other persons.
- (f) Prior to the commencement of the Activities permitted hereunder, Grantee shall obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc. required by law with respect to said Activities.
- (g) Prior to any such entry onto the Property, Grantee shall notify the appropriate Property and Facilities Management of Agency. Grantee shall provide information concerning the period of use, number of personnel involved, special use equipment and the name of the field contact person during the period.
- (h) Nothing contained in this ROE shall be construed as constituting the State's consent, express or implied, to or for the performance of any labor or services or furnishing of any materials for the installation, construction, reconstruction, usage, operation, maintenance, repair, replacement or improvement of the Property or the improvement of any portion thereof.

(i) Grantee shall not allow any liens or encumbrances to be filed against the Property, or any portion thereof, other than liens created by or resulting from any act or status or failure to act by Grantee to which the State shall have expressly consented in writing. If such lien or encumbrance is placed of record against the Property, or any portion thereof, Grantee shall, within thirty (30) days after receiving notice thereof, commence in a court of competent jurisdiction an action to remove or discharge same or to bond off such lien or encumbrance.

(j) Grantee shall not install any equipment or structures on the Property pursuant to this Agreement.

(k) Grantee shall not use or occupy or permit the ROE to be used or occupied in any manner which may cause structural injury or to interfere with the mechanical operations or with the structural integrity of the Property, or the land upon which it is situated.

**V. ASSIGNMENT.**

This ROE may not be assigned or transferred, in whole or in part, by Grantee.

**VI. PARTIES.**

This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantee and State and their respective legal representatives, heirs, successors and assigns.

**VII. MISCELLANEOUS.**

(a) The validity, construction, and interpretation of this Agreement shall be governed in accordance with the laws of the State of Ohio. In the event any portion hereof is determined to be unenforceable by a court of competent jurisdiction, all other provisions hereof shall remain in full force and effect.

(b) This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same Agreement. Delivery of an executed counterpart of the signature page of this Agreement by facsimile transmission or by email in PDF format shall be effective as delivery of a manually executed counterpart. Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized to execute this Agreement on such principal's behalf.

**Intentionally Left Blank**

The terms of the within State of Ohio Right of Entry Agreement are accepted and agreed to by the Ohio Expositions Commission.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
<name, title>

**IN WITNESS WHEREOF**, this Agreement has been executed by Grantee and State as of the dates written below.

GRANTEE  
City of Columbus, Ohio

Date:  
By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE  
State of Ohio, acting by and  
through the Ohio Department of  
Administrative Services

Date:  
By: \_\_\_\_\_

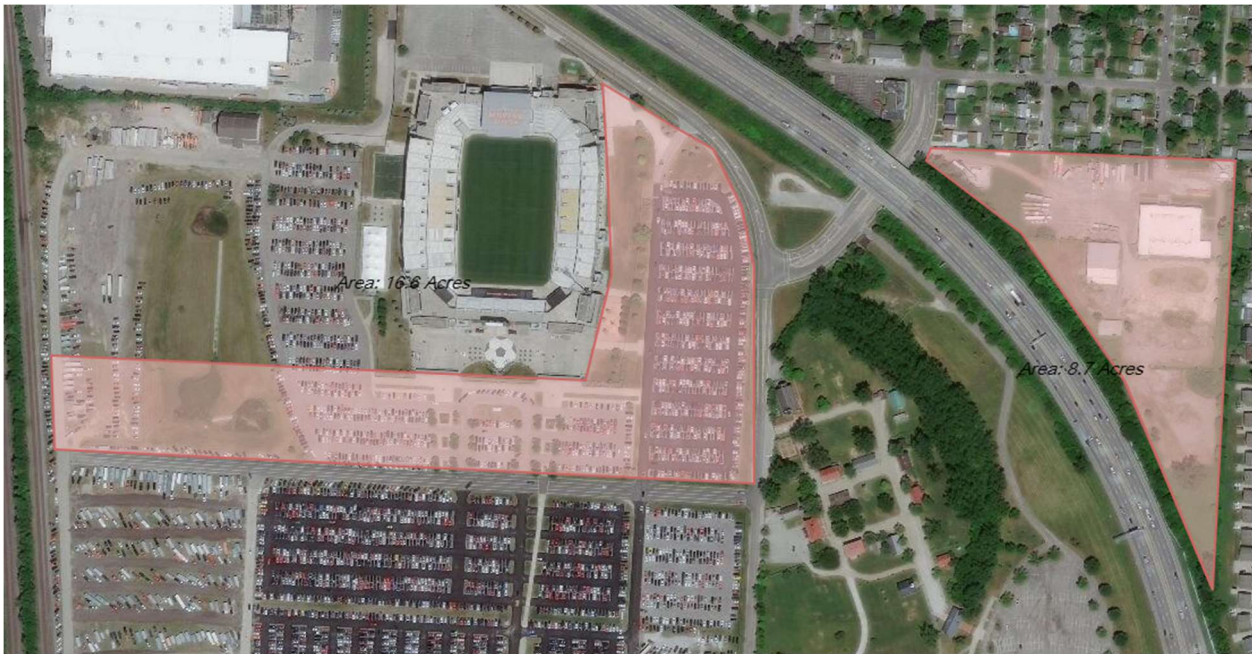
Director of Administrative Service or  
Signatory Designee  
Statutory Agent, RC 123.01(A)(8)

**Exhibit "A"**

Description of Property  
And Activities

1. Site investigation including surveying, existing utility investigation, environmental assessment, and soil borings.
2. Stockpiling of fill materials on site, spreading and compaction, and installation of stormwater pollution prevention controls as needed prior to construction start in locations approved in writing by the State.
3. Grantee shall provide monthly updates with photographs of material progress performed under this Agreement.

**Exhibit "B"**  
**Site Plan of Property**



\*Note shaded area is extent of properties considered for park development. Site programming, including number, size and use of field space and size and location of indoor facility is still TBD.

4.