

LEASE AGREEMENT

This lease made by and between the **BOARD OF EDUCATION, COLUMBUS CITY SCHOOL DISTRICT**, a city school board and political subdivision of the State of Ohio, "Lessor", and the **CITY OF COLUMBUS, OHIO, by and through its DEPARTMENT OF RECREATION AND PARKS**, a municipal corporation, "Lessee".

WITNESSETH:

That for the consideration hereinafter set forth the Lessor does hereby lease to the Lessee the premises as described and shown on Exhibit "A" attached hereto and made a part hereof, commonly known as a portion of the grounds of Smith Road School (the "Premises"), located at 1249 Smith Road, Columbus, Ohio, identified as the Franklin County Tax I.D. #010-116036.

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 **January, 2020**, 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 park rules, the Premises shall be used for the purpose of a recreational area of the Smith Road School grounds. Lessee shall not make any improvements or alterations to the Premises without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. 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 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:** Lessee shall provide all maintenance of the Premises in a manner reasonably satisfactory to Lessor. Routine maintenance shall include replacement of light bulbs and security locks, maintaining the grounds surrounding the building and all major maintenance including, but not limited to electrical, plumbing and roofing.

Lessee shall, at its sole cost and expense, make arrangements for any extra sanitation and refuse services necessary to support large events.

4. **Non-discrimination:** Lessee shall not discriminate because of race, color, sex or national origin in any manner during Lessee's use of the Premises.

5. **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 withheld in Lessor's sole discretion.

6. **Termination:** This Lease may be terminated by either party, with or without cause, effective one-hundred and twenty (120) 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:
Interim Executive Director
Recreation & Parks Department
90 West Broad Street, Room
116
Columbus, Ohio 43215

Lessor:
Senior Executive, Capital
Improvements
Board of Education
270 E State St.
Columbus, Ohio 43215

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

7. **Good Faith and Cooperation:** Good faith and cooperation shall be applicable to all terms and conditions contained herein.

8. **Renewal:** This lease renews, amends, and restates in its entirety that certain Lease Agreement between Lessor and Lessee effective as of March 1, 2007 with respect to the Premises.

[Signature Page Follows.]

LEASE AGREEMENT

BOARD OF EDUCATION
THE COLUMBUS CITY SCHOOL DISTRICT

a city school board and political subdivision of
the State of Ohio, Lessor



Brandie C. Bronston
Notary Public, State of Ohio
My Commission Expires 10/10/2023

By: *Gary L. Baker II*
Gary L. Baker II, President

By: *Stanley J. Bahorek*
Stanley Bahorek, Treasurer

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this 4th day of December, 2019, by Gary L. Baker II, as President, on behalf of Board of Education of the Columbus City School District, a city school board and political subdivision of the State of Ohio.

Brandie C. Bronston
Notary Public
My Commission Expires: 10/10/2023

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this 4th day of December, 2019, by Stanley Bahorek, as Treasurer, on behalf of Board of Education of the Columbus City School District, a municipal corporation.

Brandie C. Bronston
Notary Public
My Commission Expires: 10/10/2023



Brandie C. Bronston
Notary Public, State of Ohio
My Commission Expires 10/10/2023

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The Lessee, City of Columbus, Ohio, by the Interim Executive Director, Department of Recreation & Parks, as authorized by Columbus City Council Ordinance No. _____, passed this _____ day of _____ 2019, has hereunto caused this instrument to be subscribed this _____ day of _____ 2019.

CITY OF COLUMBUS, OHIO
DEPARTMENT OF RECREATION
AND PARKS

a municipal corporation, Lessee

By: _____
Paul Rakosky, Interim Executive Director
Department of Recreation and Parks

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me, a Notary Public in and for said County and State, this _____ day of December, 2019, by Paul Rakosky, as Interim Director, on behalf of the City of Columbus, Ohio, by and through its Department of Recreation and Parks, a city school board and political subdivision of the State of Ohio.

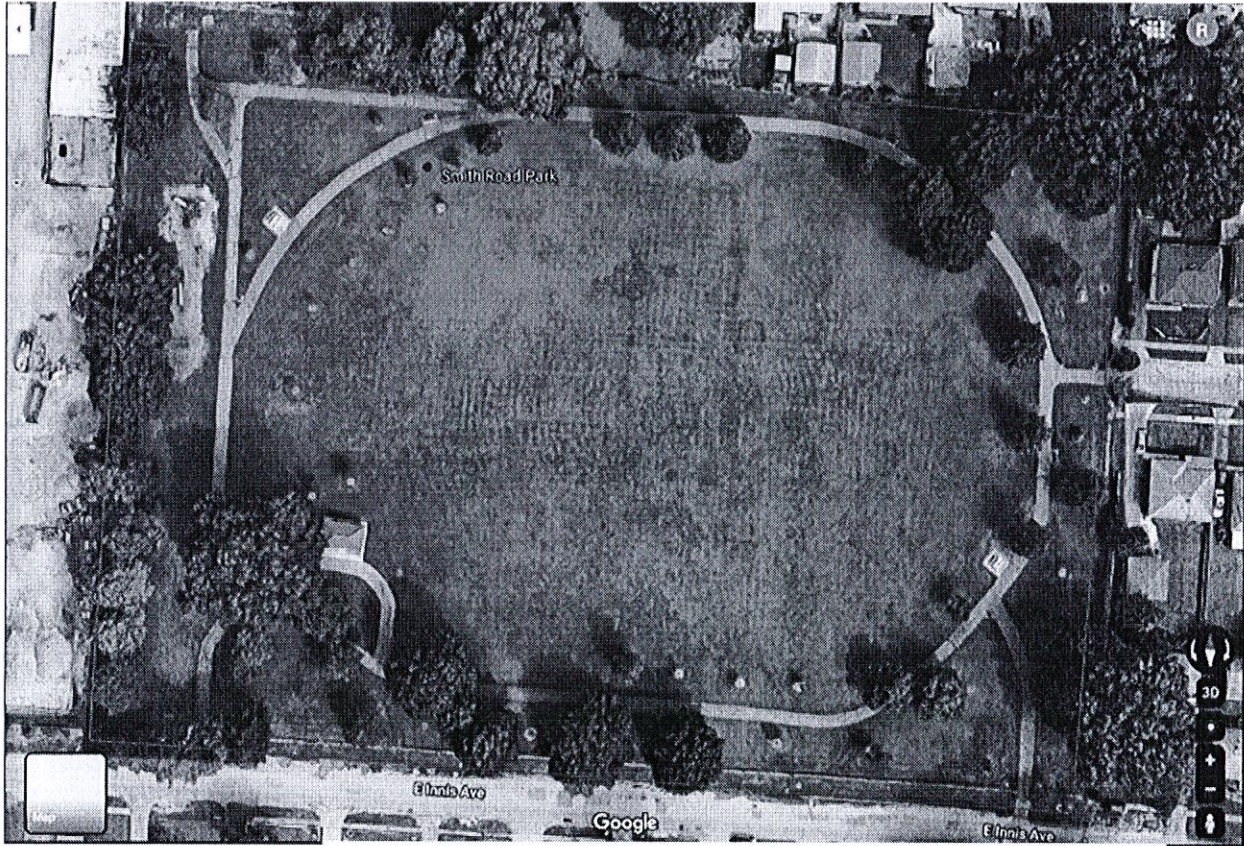
Notary Public
My Commission Expires: _____

This instrument approved as to form:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: Jeff Bennington
Real Estate Attorney
Real Estate Division
For: Department of Recreation & Parks (Tina Mohn)
Re: Smith Road

LEASE AGREEMENT

Exhibit "A"

Premises



(Note: Premises is outlined in red.)