

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING ("MOU") dated as of May 2, 2003 among the CITY OF COLUMBUS (the "CITY"), RECREATION AND PARKS DEPARTMENT, the COLUMBUS AND FRANKLIN COUNTY METROPOLITAN PARK DISTRICT ("METRO PARKS"), and NATIONAL AUDUBON SOCIETY, INC., a New York not-for-profit corporation ("AUDUBON").

RECITALS

WHEREAS, the CITY Recreation and Parks Department, METRO PARKS and AUDUBON all work to educate the general public about environmental issues and conservation and to develop educational programs for children, youth and families. The CITY, METRO PARKS and AUDUBON also share a commitment to reaching and serving diverse audiences, including urban youth, and a pragmatic approach to nature education that uses firsthand experience in the natural habitat; and

WHEREAS, in 1998, the Columbus City Council adopted the Columbus Riverfront Vision Plan, which was developed by the Riverfront Common Corporation, a non-profit corporation mandated to create a vision for a nine-mile corridor along the Scioto and Olentangy Rivers near downtown Columbus, and which envisions that: The Whittier Peninsula Reach will become a beautiful riverfront park close to the downtown with an expanse of open water, natural wetlands reaching out into the river, wooded banks at the river's edge, and open meadows and woodlands on the higher ground which will be complemented by an adjacent, newly developed mixed-use residential community with densities similar to those found in German Village and the remaining Brewery District.; and

WHEREAS, the CITY owns property along the Scioto River on the Whittier Peninsula (the "Property"), included in the Columbus Riverfront Vision Plan, a portion of which is to be developed as a public park, such park area to be determined through a public planning process described in this MOU (the "Park Property"). The Property is a unique resource as it contains riparian habitat, has been designated by AUDUBON as part of an Important Bird Area, and is part of the system of multipurpose trails developed by the CITY Recreation and Parks Department and METRO PARKS. However, at present the Property contains a number of older structures, including a vehicle impoundment lot, Recreation and Parks administrative offices and maintenance yard, an abandoned warehouse, and a multi-purpose trail and wooded riparian corridor. All parties agree that the Property requires substantial rehabilitation and restoration; and

WHEREAS, the mission of AUDUBON is to conserve and restore natural ecosystems, focusing on birds, other wildlife and their habitats for the benefit of humanity and the earth's biological diversity. AUDUBON operates a network of Audubon Centers under guidelines established as part of its "2020 Vision" and is engaged in a major national campaign to achieve this vision. AUDUBON has established a state

office, Audubon Ohio, to carry out its mission and oversee its activities in Ohio. A primary goal of Audubon Ohio is to establish and operate a network of Audubon Centers in Ohio; and

WHEREAS, the mission of METRO PARKS is to conserve and manage natural resources and to provide the public with a meaningful and educational experience by maintaining a system of regional natural area parks. METRO PARKS recognizes that establishing a new and expanded park on the Whittier Peninsula offers an opportunity to both conserve valuable natural resources and provide meaningful and educational experiences near the heart of the city; and

WHEREAS, the CITY desires to lease the Park Property to Metro Parks as a public park for use by the CITY and the community; METRO PARKS desires to restore the greenspace and operate the Park Property as a public park; and AUDUBON desires to establish an Audubon Center in the park open to the public and committed to conservation education that will promote an understanding of the ecology and environmental issues of Ohio and the Columbus area and that will build a commitment to conservation in individuals, families and organizations that visit the Center; and

WHEREAS, the CITY, METRO PARKS, and AUDUBON share the mutual goals of developing the Park Property as a public park generally consistent with the plan envisioned in the Columbus Riverfront Vision Plan and including in the park an Audubon Center, all of which will rehabilitate the Property, enhance the revitalization and development of the surrounding neighborhoods and provide a firsthand experience in nature to an urban audience; and

WHEREAS, the parties' intent is to work cooperatively to achieve their mutual goals, to draw upon the staff expertise of each party, and to set forth herein the roles and responsibilities of each party in the development of the Park Property as a park and the establishment of the Audubon Center.

NOW, THEREFORE, in order to ensure the success of the intent of the parties, the CITY Recreation and Parks Department, METRO PARKS, and AUDUBON enter into this MOU and hereby agree as follows:

1. Park Advisory Board. Within thirty days after execution of this MOU by the CITY, METRO PARKS, and AUDUBON, a Park Advisory Board will be formed to provide oversight for the development and operation of the Park Property as a public park. Members of the Park Advisory Board will include a representative from each of the CITY Recreation and Parks Department, METRO PARKS, and AUDUBON. The remaining members will be selected by a nominating committee consisting of a representative from each of the CITY Recreation and Parks Department, METRO PARKS, and AUDUBON and a CITY council member. The Park Advisory Board will initially act as the planning committee for the park, charged with developing a vision for the park, including restoration of the natural riparian habitat and public use generally consistent with the plan

envisioned in the Columbus Riverfront Vision Plan and METRO PARK's mission, which will be used as a starting point for input from the community and public. Within nine months after the execution of this MOU, the Park Advisory Board will endeavor to prepare a plan and timeline for the restoration of the Property and the development of the park. The Park Advisory Board will identify existing CITY facilities on the Property which may require removal from or relocation on the Property as well as additional parcels of property for acquisition in connection with the development of the park. Subject to the availability of funding, the CITY will investigate its options and endeavor to remove or relocate such facilities and to acquire such additional parcels of property as soon as reasonably practicable. Upon execution of the Lease (defined in paragraph 3 of this MOU), the Park Advisory Board shall become a committee of METRO PARK'S Board of Park Commissioners. Its membership shall thereafter be comprised of one representative appointed by each of the CITY, METRO PARKS and AUDUBON. The Park Advisory Board shall meet and confer from time to time pursuant to rules of procedure that it shall adopt, to address issues of concern regarding the operation of the public park developed on the Park Property, and to advise the METRO PARKS Board regarding the same. METRO PARKS shall retain exclusive control over the Park Property and the park to be developed thereon, subject only to the terms of the Lease and Sublease and this MOU.

2. Update of Riverfront Vision; Whittier Peninsula Reach. The CITY will partner with METRO PARKS and AUDUBON to update the Whittier Reach section of the Riverfront Vision. The development of a METRO PARKS park and Audubon Center will take place significantly in advance of other redevelopment activities, as outlined in the Riverfront Vision. Action to update the plan is required in order to identify the park and center development locations, including possible phases of development, and general locations for future development, to draft preliminary land use standards, and to determine how the cost of infrastructure improvements will be shared. Recent factors necessitating this update include the Federal Emergency Management Administration's re-mapping of the flood plain and newly obtained environmental information. The CITY will take the lead in initiating the planning process, which will begin shortly after this MOU is agreed to and signed by all parties.

3. Lease of Park Property. Upon the completion of the update of the Whittier Reach section of the Riverfront Vision described in paragraph 2 above and the plan described in paragraph 1 above, (a) the CITY, through its Department of Recreation and Parks, will enter into a lease agreement substantially in the form attached to this MOU as Exhibit A (the "Lease"), whereby the CITY will lease the Park Property to METRO PARKS and (b) METRO PARKS will enter into a sublease agreement substantially in the form of Exhibit B (the "Sublease"), whereby METRO PARKS will sublease a portion of the Park Property to AUDUBON (the "Center Property"), including the right to access trails and natural areas on the remaining Park Property. The precise boundaries of the Center Property shall be determined by the Park Advisory Board as part of the

plan and timeline for the restoration of the Property and the development of the park. The Lease and Sublease will each have rent payable at \$1.00 and an initial term of 25 years (renewable for two additional periods of 25 years); the term of the Sublease will commence only upon recordation of the covenant not to sue described in paragraph 14 of this MOU.

4. **Audubon Center.** The nature center to be constructed on the Center Property, together with the Center Property (collectively, the "Center"), will be operated solely and independently by AUDUBON, will identify itself as, and include in its name the words, "Audubon Center" consistent with the branding and identity program of other Audubon Centers around the country, and will use as its symbol a logo that is a trademark of AUDUBON and approved by AUDUBON. AUDUBON will recognize the contribution and cooperation of the CITY and METRO PARKS by placing the words "in partnership with the City of Columbus, Recreation and Parks Department and the Columbus and Franklin County Metro Parks" on signage located at the entrances to the Center and in promotional and other appropriate marketing materials specifically related to AUDUBON's activities or events on the Park Property. Audubon will incorporate into the Center the Essential Elements of an Audubon Center, which are set forth in Exhibit C. AUDUBON will set and monitor standards that apply to all Audubon Centers, including the Center, in such areas as the character and quality of the educational programming and the character and quality of the buildings, improvements and signage. The Center will constitute one of the official Audubon Centers in Ohio and in the AUDUBON network. AUDUBON will be responsible for raising all of the funding required for the construction and operation of the Center and will endeavor to cause construction of the Center to be completed so that the Center can be opened to the public within five years after the date of this MOU.

5. **Center Stewardship Board.** The Center will have a stewardship board (the "Center Stewardship Board") to oversee the planning, development and operation of, and fundraising for, the Center. The Center Stewardship Board will be included within the management structure of Audubon Ohio and AUDUBON and will be created and operated in accordance with the Governance Guidelines for Audubon Centers adopted by the AUDUBON Board of Directors on June 9, 2002 and attached hereto as Exhibit D. The Center Stewardship Board will consist of not less than 11 members, including the Executive Director of Audubon Ohio. A representative from the CITY, which may be the Mayor of the CITY or the President of the CITY Council or the Executive Director of the City Recreation and Parks Department, and the Executive Director of METRO PARKS will serve as ex officio members of the Center Stewardship Board. The remaining members of the Center Stewardship Board will be selected by a nominating committee which shall include the Executive Director of METRO PARKS, a representative from the CITY, which may be the Mayor of the CITY or the President of the CITY Council or the Executive Director of the CITY Recreation and Parks

Department, the Executive Director of Audubon Ohio, the Chair of the Audubon Ohio Board and the Center Director referred to below.

6. **Responsibilities of Center Stewardship Board.** The Center Stewardship Board's responsibilities will include the following:
 - (a) Under the guidance of Audubon Ohio and the leadership of the Center Director, preparing plans for the Center development, including, specifically, a capital campaign, business operations, construction and site development and programming. The planning will be performed in a timely manner to ensure successful completion and operation of the Center.
 - (b) Providing leadership in a major capital campaign to establish the Center, identifying and approaching funding sources, and donating and/or assisting in raising the money needed to establish, maintain and operate the Center and Audubon-related projects in Ohio.
 - (c) Providing oversight and assistance to the Center Director in preparing an annual operating plan and budget for the Center, and overseeing financial matters relating to the Center as part of the Audubon Ohio process.
 - (d) Establishing the policies and procedures for the Center, consistent with the policies and procedures established for the network of Audubon Centers in Ohio and nationally.
 - (e) Assisting and working cooperatively with AUDUBON in matters affecting other Audubon Centers in the network.
 - (f) Providing oversight and assistance to the Center Director in the planning for and implementation of community outreach projects, public education programs, newsletters and other volunteer and membership activities related to the Center.
 - (g) Increasing support for the Center as an outstanding conservation education facility in the region and promoting its use by Audubon and its members, school children, teachers and general public.
 - (h) Ensuring compliance with AUDUBON standards for the Audubon Centers network, including a broad-based volunteer pool.
 - (i) Ensuring the pursuit of the mission, vision and strategies for the Center and the Park Property as defined by AUDUBON, the CITY, and METRO PARKS.

7. **Center Director and Staff.** The Center will be managed on a day to day basis by a center director (the "Center Director"). The Center Director and other Center staff shall be employees of AUDUBON and shall be subject to all AUDUBON personnel policies and procedures and applicable laws and regulations. The Executive Director of Audubon Ohio (or his/her designee) shall supervise the Center Director, and the chair of the Center Stewardship Board shall participate in the AUDUBON performance review of the Center Director.

8. **Programming; Fees.** AUDUBON will be the primary provider of education and interpretative programs in the park. Neither the CITY nor METRO PARKS will

provide programs that compete with AUDUBON's programs. All education and interpretative programming offered at the park, whether provided by the CITY, METRO PARKS or AUDUBON will be coordinated and scheduled by the Center Director through regularly scheduled meetings. Programming at the Center will be developed and implemented by the Center Director and staff and will include environmental education programs, volunteer training, seminars and workshops, native plant demonstrations, habitat restoration projects and wildlife monitoring. AUDUBON may, in its discretion, charge fees for such programming and events.

9. Center Financial Matters. AUDUBON will administer and manage the finances of the Center. AUDUBON will provide on a timely basis full information about all aspects of Center finances for review by the Center Stewardship Board and Audubon Ohio staff who have responsibility for Center finances. All Center finances will be a part of the financial structure of Audubon Ohio, which will be part of the overall AUDUBON budget and financial structure and administered in accordance with AUDUBON policies. AUDUBON will manage all Center endowment funds as part of its overall pool of endowment funds.
10. Cooperation. The Center Stewardship Board will cooperate with and participate in programs and activities of Audubon Ohio at the regional and state level to further the mission of Audubon. The Center Stewardship Board will work as a partner with Audubon Ohio and AUDUBON, while recognizing that the AUDUBON Board of Directors retains legal and fiduciary responsibility with regard to policy, personnel and financial matters for the Center.
11. Audubon Mark. The CITY and METRO PARKS each acknowledges AUDUBON's exclusive right, title and interest in and to the trade and corporate name "National Audubon Society" and the trademarks "Audubon" and "Audubon Center" ("Audubon Marks"), and acknowledges that any use of the Audubon Marks without the benefit of a license agreement is an infringement of AUDUBON's rights and constitutes unfair competition. While this Agreement is in effect and thereafter, neither the CITY nor METRO PARKS will in any manner represent that it has any interest in the Audubon Marks, contest AUDUBON's exclusive right, title and interest in and to, or the validity of, the Audubon Marks, and act in any manner inconsistent with AUDUBON's indivisible ownership of the Audubon Marks.
12. Responsibilities of METRO PARKS. METRO PARKS will assume responsibility for the development, construction, maintenance and operation of the park, including infrastructure within the Park Property, exclusive of AUDUBON's responsibility for the construction, maintenance and operation of the Center, including its infrastructure, provided that METRO PARKS will make infrastructure available at the boundary of the Center Property. METRO PARKS may acquire additional property on the Whittier Peninsula to incorporate into the park. The park will be identified as a Metro Park, and METRO PARKS will be

responsible for the final design of the park, naming the park and promoting its own activities at the park. The park will emphasize conservation of natural resources and environmental education, and the design of the park will proceed with input from the community and the public as envisioned in paragraph 1 above. The park will be designed so that its trails connect to the existing and planned Greenways trails extending north and south from the Property. METRO PARKS, the CITY Recreation and Parks Department and AUDUBON will cooperate on the use of the park for environmental education and recreation purposes, including providing reasonable access to AUDUBON to use trails and natural areas in the park. METRO PARKS will assume responsibility for maintenance and operation of the existing boat launch to provide access for water based activities. METRO PARKS will provide park rangers as part of its operational staff. The Park Property will be subject to all METRO PARKS rules and regulations, provided that AUDUBON may subject the Center Property to rules and regulations applicable to other Audubon Centers. METRO PARKS will identify the participation of the CITY and AUDUBON on entrance signs and on printed materials for the park in a manner that recognizes the significant contribution of all of the parties to the park project. The CITY Recreation and Parks Department and AUDUBON will participate in the design of such signs and printed material. The final design for signage at the Park Property will be subject to the approval of the Executive Director of the CITY Recreation and Parks Department and AUDUBON, which approval shall not be unreasonably withheld, and the proposed signage design shall be deemed accepted if such approval is not received within fifteen days after receipt of the final design.

13. **Responsibilities of the CITY.** The CITY, through zoning and other planning tools, will ensure that adjacent and nearby homes and businesses have adequate parking available outside of the park. The CITY will provide police and emergency medical back up as needed to support METRO PARKS' staff. The CITY will cooperate on the extension and interconnection of nearby trails to trails in the park. The CITY will plan and implement a park development plan for the land along the Scioto River north of Interstate 70 which will be connected by trail to the Park Property. The CITY will be responsible for the costs of moving its facilities from the Property and for providing any needed infrastructure to the portion of the Property which is not Park Property.
14. **Hazardous Materials.** The Property is known to be contaminated with hazardous materials and other contaminants that need to be cleaned up or encapsulated in order to provide a clean and safe environment for park visitors and for employees assigned to work at the Property. The CITY, as owner, is responsible for the environmental condition of the Property. The CITY shall be responsible for obtaining a covenant not to sue from the State of Ohio as to the entire Park Property, as described in Section 3746.12(A) of the Ohio Revised Code (the "Covenant"), and for recording the Covenant as provided in Section 3746.14(A) thereof. The City shall also be responsible for responding to any audit undertaken by the State of Ohio with respect to the Covenant pursuant to Section 3746.17 of

the Ohio Revised Code. METRO PARKS will assist the CITY in obtaining the Covenant, and METRO PARKS and AUDUBON shall cooperate with the CITY in responding to any audit. The CITY and METRO PARKS will jointly apply for funding from the State of Ohio and from the federal government to help pay for the cost of obtaining the Covenant. The CITY, with Metro Park's assistance, will endeavor to obtain the Covenant as soon as reasonably practicable. Failure to obtain the Covenant by December 31, 2005 or such other date as mutually agreed to in writing by METRO PARKS, the CITY and AUDUBON shall be cause for termination of this Agreement. Except as otherwise provided by separate agreement among the parties hereto, METRO PARKS and AUDUBON shall not be responsible for the maintenance of any engineering controls of the type described in Section 3746.12(A)(2) of the Ohio Revised Code. The CITY shall be responsible for maintaining any such engineering controls for the full term of the Lease and Sublease, whichever of the two ends later. If the Covenant is revoked for any reason, METRO PARKS and AUDUBON may terminate the Lease and Sublease immediately upon such revocation.

15. Amendment; Termination. The terms and conditions of this MOU may be modified only by mutual written agreement among the CITY, METRO PARKS, and AUDUBON. Prior to the commencement of the terms of both the Lease and Sublease, any party may terminate this MOU upon 120 days prior written notice to the other parties. Upon the commencement of the term of the Lease, this MOU shall terminate only with respect to METRO PARKS in the event that the Lease shall terminate. The CITY agrees that if the Lease shall terminate, this MOU shall continue in full force and effect with respect to AUDUBON, and the Sublease shall become a direct lease between the CITY and AUDUBON or the CITY shall enter into a direct lease for the Center Property with AUDUBON upon substantially the same terms as the Sublease. Upon the commencement of the term of the Sublease, this MOU shall terminate only with respect to AUDUBON in the event that the Sublease shall terminate. The CITY and METRO PARKS agree that termination of this MOU or the Sublease by AUDUBON shall not cause the termination of the MOU or the Lease between the CITY and METRO PARKS.

CITY OF COLUMBUS, RECREATION AND PARKS DEPARTMENT

By: 

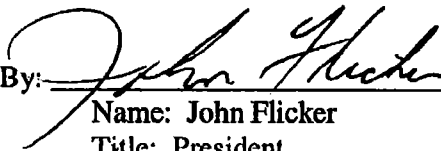
Name: Wayne A. Roberts

Title: Executive Director, Recreation and Parks Department

COLUMBUS AND FRANKLIN COUNTY METROPOLITAN PARK DISTRICT

By: 
Name: John R. O'Meara
Title: Executive Director

NATIONAL AUDUBON SOCIETY, INC.

By: 
Name: John Flicker
Title: President

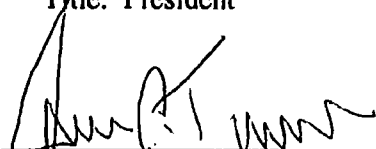
By: 
Name: Jerome Tinianow
Title: Executive Director, AUDUBON OHIO

EXHIBIT A

LEASE AGREEMENT
Whittier Peninsula

This Lease Agreement is made and entered into as of the _____ day of _____, 200_, by and between the City of Columbus, a municipal corporation of the State of Ohio, acting by and through Wayne A. Roberts, Executive Director of the Department of Recreation and Parks as duly authorized by virtue of Ordinance No. _____, passed _____, by the Council of the City of Columbus, Ohio (hereinafter "Lessor") and the Columbus and Franklin County Metropolitan Park District (hereinafter "Lessee").

WITNESSETH:

That for the consideration hereinafter set forth the Lessor does hereby lease to the Lessee, for use as a park and trail system, a portion of the real property generally known as the Whittier Peninsula as described in Exhibit "A" (hereinafter known as "Premises").

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

1. TERM AND RENT

This Lease of the premises shall be for a term of twenty-five (25) years, commencing on the date set forth above, with two, twenty-five (25) year options. This Lease shall automatically renew for each of the twenty-five year options unless the Lessee notifies the Lessor in writing of its intent to terminate this Lease at least six months prior to the expiration of the initial or extended term of this Lease, as applicable.

Rental payment shall be \$1.00 with the Lessee assuming all improvement, maintenance and operation costs within the leased area as specified in the Memorandum of Understanding, attached as exhibit "B", as approved by the Franklin County Metropolitan Park District, Board of Park Commissioners and the Columbus Recreation and Parks Commission, other than costs associated with obtaining the covenant not to sue referred to in Paragraph 14 of the Memorandum of Understanding.

2. USE OF DEMISED PREMISES

The Lessee shall use the leased premises solely for park purposes consistent with the Memorandum of Understanding. The Lessee shall have the exclusive right to develop, maintain and operate the premises as a Metro Park, exclusive of any

area subleased to National Audubon Society, Inc. ("Audubon") consistent with paragraph 8 of this Lease and the Memorandum of Understanding.

3. IMPROVEMENTS

The Lessee shall have the exclusive right to develop the premises and the trail system within the Whittier Peninsula and along the Scioto River consistent with development plans jointly prepared by the Lessor and the Lessee as described in the Memorandum of Understanding.

4. TAXES AND ASSESSMENTS

It is understood between the parties that the Premises are currently exempt from real estate taxes. However, should all or any portion of said Premises become taxable during the term of this Lease as a result of Lessee having the use of said Premises, then Lessee shall be responsible for all real estate taxes applicable thereto. Lessor shall be responsible for all real estate assessments levied upon said Premises for the term of this Lease.

5. NONDISCRIMINATION

Lessee shall not discriminate because of race, color, sex or national origin in any manner during Lessee's use of Premises.

6. NOTIFICATION OF CLAIMS

Lessor and Lessee shall give prompt and timely notice to one another of any claim made or suit instituted which in any way directly or indirectly, contingently or otherwise affects or might affect Lessee or Lessee's right to use premises.

7. MAINTENANCE

Lessee shall maintain and operate the leased premises.

8. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease in whole or part, nor sublet all or any part of said Premises for a term longer than 14 days without first obtaining written consent from Lessor, which consent may be denied for any reason. It is understood that it is the intent of the Lessee to sublet a portion of the property to Audubon for the purposes of developing a Nature Center as described in the Memorandum of Understanding and for use as the state office headquarters for Audubon Ohio. Lessor hereby consents to said subletting.

9. NOTICE

Notice required to be given by either party shall be in writing, sent by certified mail addressed to Lessor/Lessee as follow

**a. If to the Lessor:
Columbus Recreation and Park Department
City Hall – Room 115
90 West Broad Street
Columbus, Ohio 43215
Attention: Executive Director**

**With a copy to:
City of Columbus
Department of Law
Real Estate Division
109 N. Front Street
Columbus, Ohio 43215
Attention: Chief Real Estate Attorney**

b. If to Lessee:

**Columbus and Franklin County Metro Parks
1069 West Main Street
Westerville, Ohio 43081
Attn: Executive Director**

10. DEFAULT

It shall be a default and breach of this lease by either party if it fails to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under the Lease for a period of sixty days after written notice given by the party claiming default, provided, however, that if the term, condition, covenant or obligation to be performed is of such a nature that the same cannot reasonably be performed within such sixty (60) day period, then it shall not be a default or breach of this Lease, so long as the party receiving the notice of default commences efforts to perform or observe the term, condition, covenant or obligation in question, and thereafter diligently undertakes to complete performance or observation as reasonably soon as possible.

11. TERMINATION

The lease agreement may be terminated by either the Lessor, or the Lessee upon a default which remains uncured after notice and expiration of the cure period as described in item 10 hereof, effective the 180th day after written

notice of termination has been given by the terminating party to the other party at the address set forth in item 9 above, provided that no notice of termination may be given before a default has occurred. In the event that either party terminates this Lease, Lessor shall promptly enter into a direct lease with Audubon as provided for in Paragraph 15 of the Memorandum of Understanding, the term of which shall begin as of the termination of this lease agreement.

12. GOVERNMENT REGULATIONS

Lessee at its sole cost and expense, shall comply with all applicable laws, and regulations of the Government of the United States, State of Ohio, and ordinances of general application of the City of Columbus with respect to the use, occupancy, construction, or maintenance of the premises and site by Lessee.

13. PREVAILING WAGE

As required by City Code Section 329.251 Lessee shall in the construction of any improvements on the premises pay prevailing wage rates as defined in Chapter 4115 of the Revised Code.

14. ENTIRE LEASE AGREEMENT

This lease and the Memorandum of Understanding constitute the entire agreement by and between the parties in connection with lease of said Premises and no change, modification or waiver of such agreement shall be binding upon either party unless it is in writing and executed by the parties hereto.

15. MEMORANDUM OF LEASE

Lessor and Lessee shall, concurrent with the execution of this lease, execute a memorandum of Lease and Lessee shall cause the same to be recorded in the office of the Franklin County Recorder.

16. CONSENT

Wherever consent of Lessor is required herein the consent of the Executive Director of the Recreation and Parks Department shall constitute consent.

IN TESTIMONY WHEREOF, the Lessor and Lessee have caused this Lease Agreement to be signed in duplicate on the day and year above written.

**CITY OF COLUMBUS
RECREATION AND PARKS DEPARTMENT**

Witness

BY _____
**Wayne A. Roberts, Executive Director
Recreation and Parks Department**

Witness

**COLUMBUS AND FRANKLIN COUNTY
METROPOLITAN PARK DISTRICT**

Witness

BY _____
John O'Meara, Executive Director

Witness

