

MUTUAL TERMINATION OF LEASE AGREEMENT

This Mutual Termination of Lease Agreement (“Termination Agreement”) is entered into by and between the City of Bexley, a municipal corporation of the State of Ohio (“Bexley”), and the City of Columbus, a municipal corporation of the State of Ohio (“Columbus”), (collectively referred to as “the Parties”) on this _____ day of _____, 2005.

Recitals

WHEREAS, on or about June 25, 1997, the Parties entered into a Lease Agreement, whereby Bexley agreed to lease from Columbus a portion of the real property located in the vicinity of 105 Park Drive, and commonly known as Wolfe Park, (the “Premises”) (A diagram of the entire Wolfe Park area showing the Premises is attached and marked as Exhibit “A”).

WHEREAS, the Lease Agreement provides for an initial term of fifteen (15) years, with two additional five (5) year options.

WHEREAS, the Lease Agreement provides that Bexley shall make annual rental payments in the amount of \$1.00, and shall assume all improvement and maintenance costs relating to the Premises.

WHEREAS, the Lease Agreement grants Bexley the exclusive right to utilize the athletic fields located within the Premises, with the exception of certain dates reserved by Columbus, which dates are outlined in Section 2 of the Lease Agreement.

WHEREAS, to date, Bexley, has spent \$_____ on capital improvements relating to the Premises. (A detailed report of these expenditures is attached hereto and marked as Exhibit “B”).

WHEREAS, the Parties wish to continue the current recreational uses and sporting activities in the park, but seek to terminate the Lease Agreement and enter into an agreement which provides Bexley with the priority to obtain permits from Columbus on an annual basis, which will allow Bexley the ability to schedule use of the Premises.

NOW THEREFORE, in consideration for the mutual obligations contained in this Termination Agreement:

1. The Parties mutually agree to terminate the Lease Agreement.
2. The Parties agree that subject to the terms and conditions set forth below and recognition of its financial contributions to improvements to the Premises Bexley shall have certain priority in obtaining permits for the use of the Premises for sporting activities and events, by recreational leagues sponsored by the City of Bexley .
3. On an annual basis, Bexley shall prepare and submit to Columbus, an application for permits to use the Premises on certain dates throughout the following year.

On an annual basis, Columbus shall notify Bexley of the earliest date upon which Bexley is permitted to submit an application for permits to use the Premises for recreational sporting activities. Such notification shall be made at least 30 days prior to the earliest date for submission of the application.

4. Upon receiving Bexley's application for permits to use the Premises, Columbus shall consider the application, and notify Bexley within 30 days of the receipt of the application, whether permits will be granted for the specific dates requested.
5. When considering the Bexley's annual applications for permits to use the Premises, Columbus shall afford Bexley the same preference as is afforded other parties who utilize parklands owned by Columbus on an annual or regular basis.
6. Bexley may continue to make capital improvements to the premises, provided all capital improvements shall be approved by Columbus prior to their implementation; and provided further any such improvements shall not be subject to reimbursement under paragraph 7 below. Bexley agrees to contribute to the maintenance and upkeep of the Premises during any year it has been granted permits to use the Premises. In the event that Columbus denies any of Bexley's future applications for permits to use the Premises, Bexley shall no longer be obligated to maintain the Premises.
7. In the event that Columbus denies a substantial number of permits for any annual application for use of the Premises, which is submitted by Bexley in a timely manner, Columbus agrees, subject to an ordinance of its Council appropriating and authorizing expenditure of such funds and certification of availability of such funds by the City Auditor, to reimburse Bexley for all the unamortized portion of documented capital expenditures relating to the premises made prior to December 31, 2003.
8. Columbus and Bexley shall give prompt and timely notice to one another of any claim made or suit initiated which in any way, directly or indirectly, affects, or might affect, either party's right to use the Premises.
9. In the construction of any improvements on the Premises, Bexley, agrees to pay or requires to pay prevailing wage rates as defined in O.R.C. Chapter 4115.
10. This Termination Agreement represents the entire agreement by and between the Parties, 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.
11. In the event that any provision of this Termination Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Termination Agreement which can be given effect without the conflicting provisions, and to

this end the provisions of this Termination Agreement are declared to be severable.

IN TESTIMONY WHEREOF, Columbus and Bexley have caused this Termination Agreement to be signed in duplicate on this ____ day of _____, 2003.

**CITY OF COLUMBUS
RECREATION TO PARKS DEVELOPMENT**

By: _____

CITY OF BEXLEY

By: _____