

FIRST ADDENDUM TO LEASE AGREEMENT

This First Addendum to Lease Agreement (the “First Addendum”), is made and entered into effective [REDACTED] (the “Effective Date”) by and between the **CITY OF COLUMBUS, OHIO**, a municipal corporation, acting through its Recreation and Parks Department, (“Lessor”), whose mailing address is 1111 E. Broad Street Suite 200, Columbus, Ohio 43205, and **COMMUNITY ARTS PROJECT INC.**, (“Lessee”), an Ohio non-profit corporation located at 867 Mt. Vernon Avenue, Columbus, Ohio 43203, Lessor and Lessee, collectively referred to as (the “Parties”).

WITNESSETH

WHEREAS, the Parties entered into a Lease Agreement with an effective date of September 17, 2008 (the “Lease”) as authorized by City Council Ordinance 1375-2008;

WHEREAS, pursuant to the provisions of the Lease, Lessor leased to Lessee the Garfield School, located at 867 Mt. Vernon Avenue, Columbus, OH;

WHEREAS, the Parties jointly agree to extend the term of the lease from a maximum of 20 years to a maximum of 23 years; and

NOW THEREFORE, in consideration of the mutual covenants contained in this First Addendum, in the original Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, as of the Effective Date Lessor and Lessee agree as follows:

1. The language in Article 1. **TERM** shall be deleted in its entirety and replaced with the following:

TERM: Unless terminated as herein provided, the term of this Lease shall be for an initial one year period beginning September 17, 2008, and shall, thereafter automatically renew for twenty-three (23) consecutive one-year terms expiring on September 17, 2031 unless written notice of non-renewal is given by Lessee; provided that no notice of non-renewal shall be effective unless agreed to in writing by the Ohio Cultural Facilities Commission or its successor in interest.

2. Except as modified in this First Addendum, all other terms, conditions, and provisions of the Lease remain unchanged and in full force and effect.

[Signatures on the following page]

IN WITNESS WHEREOF,

The Lessor, City of Columbus, Ohio, by Paul Rakosky, Recreation and Parks Department, being duly authorized by Columbus City Council Ordinance No. - , has hereunto caused this First Addendum to be subscribed this ____ day of _____, 2020.

City of Columbus, OH
Recreation and Parks Department
A municipal corporation, Lessor

Paul Rakosky
Interim Director

The Lessee, Community Arts Project, Inc., has hereunto caused this First Addendum to be subscribed this ____ day of _____, 2020.

Community Arts Project Inc.
An Ohio non-profit corporation, Lessee

Olivia Johnson, Board President

ACKNOWLEDGEMENTS

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing First Addendum was acknowledged before me this ____ day of _____, 2020, by Paul Rakosky, Interim Director of Recreation and Parks, City of Columbus, a municipal corporation, on behalf of the City of Columbus. The notarial act certified hereby is an acknowledgement and no oath or affirmation was given to the signer with regard to the notarial act.

(SEAL)

Notary Public
Commission Expiration Date: _____

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

The foregoing First Addendum was acknowledged before me this ____ day of _____, 2020, by Olivia Johnson. The notarial act certified hereby is an acknowledgement and no oath or affirmation was given to the signer with regard to the notarial act.

(SEAL)

Notary Public
Commission Expiration Date: _____

THIS INSTRUMENT REVIEWED & APPROVED BY: (10/07/2020)
COLUMBUS CITY ATTORNEY, RECREATION AND PARKS
BY: JEFF BENNINGTON, ASSISTANT CITY ATTORNEY
FOR: RECREATION AND PARKS (CHAD KARG)
RE: 1ST ADDENDUM: LEASE AGREEMENT – GARFIELD SCHOOL/KING ARTS