

LEASE AGREEMENT

This Lease made this _____ day of _____, 20____, by and between the CITY OF WORTHINGTON, by and through its DEPARTMENT OF PARKS AND RECREATION, "Lessor", a municipal corporation, and the CITY OF COLUMBUS, OHIO, by and through its DEPARTMENT OF RECREATION AND PARKS, "Lessee", a municipal corporation, collectively referred to herein as the "Parties".

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, (the "Premises"), a portion of Godown Park, located at 6099 Godown Road, Columbus, Ohio, identified as the Franklin County Tax Parcel I.D. # 010-151110.

WHEREAS, the City of Columbus and City of Worthington desire to provide a recreational dog park for the use and benefit of the public; and,

WHEREAS, the City of Columbus agrees to provide the Planning and Design Services, Bidding, Contract and Project Management Supervision as well as contribute (all expenditures are subject to Council authorization and appropriation of funds) Two Hundred Fifty Thousand and No/100ths Dollars towards the cost of the construction; and,

WHEREAS, the City of Worthington agrees to provide all other components, requirements, and expenses associated with constructing the recreational dog park; and,

WHEREAS, the Parties desire to set forth herein their mutual rights and obligations in regard to the leasing of the Premises;

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 Five (5) years commencing on the 1st day of **December 2010**. Said Lease shall be automatically renewable for up to five (5) additional successive one year terms. A prepaid rental payment of one dollar (\$1.00) per year shall be due and payable at the time of mutual execution of this Lease, the receipt for all ten years (\$10.00) is acknowledged herein by the Lessor's signature of the Lease.

2. **Use of Premises:** Subject to all present and future park rules, as mutually agreed to in writing by the parties, the Premises shall be used for the purpose of a recreational area/dog park and in accordance with plans submitted to and approved by the Lessor, which are attached hereto as Exhibit "A". Changes to the plans must be approved by the Lessor and Lessee. Lessee's employees, agents, guests, patrons and the public 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.

3. **Maintenance of Premises:** Lessor shall be solely responsible for all maintenance of and repairs to the Premises. The Parties agree that future capital replacements/improvements, as subsequently agreed upon in writing, shall be shared equally (50%-50%) between the Parties.
4. **Non-discrimination:** The Parties shall not discriminate because of race, color, sex or national origin in any manner.
5. **Compliance with Laws:** The Parties shall, throughout the term of the Lease, comply or cause compliance with all laws, ordinances, rules and regulations, which in any manner affect the Premises.
6. **Alterations:** The Parties shall not make, or cause to be made, any alterations, additions or improvements to the Premises, except those as contemplated herein, without first obtaining the written approval of the other party.
7. **No Alcohol:** The Parties shall not manufacture, sell, store, consume, or permit to be consumed during said Lease term any intoxicating liquor on said Premises.
8. **Taxes, Assessments and Utilities:** The Lessor shall be responsible for all property taxes, assessments and utility costs for the Premises.
9. **Insurance:** Lessor shall at all times during the term of this Lease, maintain in full force and effect comprehensive liability insurance coverage with a financially responsible company covering the Premises. Said insurance policy shall name the Lessee as a co-insured, with limits of liability of not less than:

<u>Bodily Injury Liability</u>	
Each Person	\$ 500,000.00
Each Accident	\$1,000,000.00
 <u>Property Damage Liability</u>	
Each Accident	\$ 500,000.00
All Accidents	\$1,000,000.00

The Lessor shall furnish a copy of the insurance policy prior to execution of this Lease Agreement. All instruments of insurance shall carry the requirement that the Lessee will be notified in writing thirty (30) days prior to the cancellation of any coverage for any reasons. Additionally, at the beginning of the new season, for the term of the lease, the Lessor shall provide the Property Manager, Department of Recreation and Parks, and Director, Parks and Recreation a copy of the insurance policy showing the Lessee as a named insured.

10. **Condition and surrender of property:** Upon termination of this Agreement, whether by lapse of time or otherwise, the Lessee shall at once surrender to the Lessor all buildings and property belonging to the Lessor in good order and condition, normal wear and tear accepted. Provided all payments due from the Lessee have been paid in full, Lessee shall remove its property within ten (10) days after any such termination, unless otherwise authorized by the Director of Columbus Recreation and Parks, the Property Manager or the Director of Worthington Parks and recreation Department. If the Lessee does not surrender immediate possession of the property and buildings, the Lessor may forthwith re-enter and repossess the premises without being guilty of trespass or forcible entry and without incurring liability to the Lessee for loss or damage to the Lessee's property.

11. **Assignment:** The parties shall not assign this Lease in whole or part, nor sublet all or any part of said PREMISES without first obtaining written consent of the other, which consent may be denied for any reason.

12. **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:

Lessor:
Director
Parks and Recreation Department
345 East Wilson Bridge Road
Worthington, Ohio 43085

Lessee:
Director
Recreation & Parks Department
1111 East Broad Street, Suite 200
Columbus, Ohio 43205

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

However, the City of Worthington may not terminate this lease during the initial five (5) year term.

13. **Religious Use:** The Premises shall not be used for sectarian instruction or religious worship.

14. **Waiver:** No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance of any other occasion of the same or of any other covenant or condition hereof.

15. **Modifications:** No modification, amendment, alteration, addition, or waiver of any section or condition of this Lease shall be effective unless it is in writing and signed by authorized representatives of the parties.

16. **Severability:** If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

17. **Applicable Law, Remedies:** This Lease shall be construed and enforced in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Lease or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

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

Lessor, City of Worthington, by its duly authorized Director of Parks and Recreation, _____, as authorized by Ordinance _____, passed on the _____ day of _____, 20____, has hereunto caused this instrument to be subscribed this ___ day of _____, 20____.

CITY OF WORTHINGTON
a municipal corporation, Lessor

City Manager, Matt Greeson

The Lessee, City of Columbus, Ohio, by the Director, Department of Recreation & Parks, as authorized by Columbus City Council Ordinance No. _____, passed this _____ day of _____ 2010, has hereunto caused this instrument to be subscribed this _____ day of _____ 2010.

CITY OF COLUMBUS, OHIO
a municipal corporation, Lessee

Alan D. McKnight, Director
Department of Recreation and Parks

This instrument approved as to form:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: David E. Peterson (0068119)
Real Estate Attorney Rev. (11-2-10)
Real Estate Division
For: Department of Recreation & Parks
Re: Godown Dog Park – Tina Mohn