

LEASE AGREEMENT
Greenway Trails
DRAFT

This Lease Agreement (“Lease”) is made and entered into as of this _____ day of _____, 2010, by and between the City of Columbus, a municipal corporation of the State of Ohio, acting by and through Alan McKnight, 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 Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park District (hereinafter “Lessee”) acting by and through John O’Meara, Executive Director.

WITNESSETH:

That for the consideration hereinafter set forth the Lessor does hereby lease to the Lessee, for use as a park and trail system, real property generally known as the Greenways Trail system, consisting of paved trails and a narrow buffer on each side, as described in Exhibit A, (hereinafter known as “Premises”). The parties agree that Lease property is adequately defined in the maps in Exhibit A.1.

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 a subsequent twenty-five (25) year option. This Lease shall automatically renew for the twenty-five year option unless either party notifies the other party in writing of its intent to terminate this Lease at least six months prior to expiration of the initial term of this Lease, as applicable.

Rental payment shall be \$1.00 with the Lessee assuming all improvement, maintenance and operation costs within the Premises as specified in the Memorandum of Understanding (“Memorandum of Understanding”), attached as exhibit “B”, as approved by the Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park District and the Columbus Recreation and Parks Commission.

2. USE OF DEMISED PREMISES

The Lessee shall use the Premises solely for park and trail purposes consistent with the Memorandum of Understanding. Subject to the reservation of the City to maintain and operate existing public utilities within the Premises the Lessee shall have the exclusive right to maintain and operate the Premises. Whenever possible, the Lessor shall provide advanced notice of any utility work that will impact the Premises.

3. IMPROVEMENTS

The Lessor and the Lessee shall cooperatively develop the Premises and the Greenways Trail system within the City of Columbus generally consistent with 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 the Premises.

7. MAINTENANCE

Lessee shall maintain and operate the 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 not unreasonably be denied.

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

This Lease may be terminated by either the Lessor or the Lessee upon a default 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.

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.

17. LAW ENFORCEMENT

Lessor shall retain concurrent police jurisdiction on the Premises at all times. Lessee may begin enforcement of its rules and regulations and the state and local rules upon the effective date of this Lease.

18. POSSESSION

A. Lessee shall receive possession of the Premises on the effective date of this Lease

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

BOARD OF PARK COMMISSIONERS
COLUMBUS AND FRANKLIN COUNTY
METROPOLITAN PARK DISTRICT

BY _____
Alan McKnight, Executive Director
Recreation and Parks Department

BY _____
John O'Meara, Executive Director

The foregoing Agreement was acknowledged before me, a Notary Public in and for the State of Ohio, by the aforementioned Alan McKnight, Executive Director of the Recreation and Parks Department, City of Columbus, a municipal corporation of the State of Ohio, this ____ day of _____, 2010 on behalf of the City.

Notary Public

The foregoing Agreement was acknowledged before me, a Notary Public in and for the State of Ohio, by the aforementioned John R. O'Meara, Executive Director of the Board of Park Commissioners of the Columbus and Franklin County Metropolitan Park District, an Ohio park district, this ____ day of _____, 2010, on behalf of the park district.

Notary Public