

OPTION TO LEASE AND LEASE AGREEMENT

This lease agreement is made and entered into on this _____ day of _____, 20_____, by and between the City of Gahanna, its successors and assigns, having an address at 200 South Hamilton Road, Gahanna, Ohio, hereinafter designated as the "Lessor", and Walnut Creek Presbyterian Church, Inc. its successors and assigns, having an address at 600 West Johnstown Road, Gahanna, Ohio, hereinafter designated as the "Lessee".

WITNESSETH

WHEREAS, the Lessor is the owner of certain premises located in the City of Gahanna, State of Ohio, as more particularly described in "Exhibit A", attached hereto and incorporated herein, and hereinafter referred to as the "premises"; and,

WHEREAS, the Lessee desires to lease from Lessor the premises as more particularly described in "Exhibit A", attached hereto and incorporated herein, and hereinafter collectively referred to as the "demised premises" for the purpose of providing a site for the construction of an off-premise sign situated at the Northwest corner of West Johnstown Road and Marinell Lane; and,

WHEREAS, the execution of this Lease is authorized pursuant to Ordinance No. _____ passed by the Gahanna City Council and approved by the Mayor and incorporated herein as if fully rewritten, the Lessor having determined that the demised premises is not necessary for any other public purpose.

NOW, THEREFORE, in consideration of the premises and the mutual promises and benefits contained herein, the parties hereto hereby agree as follows:

Premises and Title

1. The Lessor hereby leases the demised premises to Lessee. The Lessor covenants and warrants that, as of the date hereof, the Lessor holds good and marketable title to the premises; the Lessor has full authority and power to enter into this Lease; and so long as this Lease is in effect and the tenant is not in default, the Lessee shall, at all times during the continuance hereof have quiet, continuous, peaceable and undisturbed possession and enjoyment of the demised premises, free from the claims of the Lessor and all persons claiming under, by or through the Lessor, and free from the claims of all persons through or under whom the Lessor claims, subject to the terms and conditions of this lease.

Lessee agrees to use the demised premises solely for the purpose of erecting and maintaining an off-premise sign in connection with the business of the church. If the area in which the sign is located within the demised premises is needed for any other public purpose, the Lessee shall remove the sign, at Lessee's expense, to allow for said public use. The sign may be re-installed, if said use is no longer necessary and the Engineer for the City of Gahanna determines that the demised premises is no longer necessary for any other public purpose.

This lease agreement does not constitute any express or implied waiver of Lessee's obligation to comply with any and all provisions of the Codified Ordinances of Gahanna pertaining to signage. Lessee agrees to assume responsibility for maintaining, trimming and cutting the grass or any foliage on the demised premises and further agrees to keep the area free of debris and litter.

Rental

2. The rental for the original term of this Lease shall be payable as follows:

For the entire term of this Lease the total rental shall be One Dollar (\$1.00) per year, which sum shall be paid by the Lessee to the Lessor no later than the 30th day of January of each year applicable hereto, payable to the City of Gahanna. The Lessee's obligation to pay such rent shall commence as of the commencement date of this Lease for the year first here written.

The rental for each successive renewal term shall be the same unless otherwise agreed to by the parties.

Term

3. The term of this Lease shall commence on the first day of the calendar month upon execution of this Agreement, and shall end at midnight on the 31st day of December, 20_____.

The Lessee is hereby granted the right and option to renew this Lease for four (4) successive terms of ten (10) years each, for a total of forty (40) years, provided this Lease is in full force and effect at the time of each renewal, and the Lessee shall not then be in default. Each renewal term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be renewed unless the Lessee shall notify the Lessor in writing not less than two (2) months prior to the end of the term or renewal term of Lessee's intention to terminate this Lease and vacate the demised premises, or the Lessor so notifies the Lessee of the Lessor's intention to terminate this Lease under the same notice requirements as written above.

Conditions

4. During the term hereof, and those terms identified herein, the Lessee shall be responsible for the maintenance and preservation of the demised premises, and will indemnify and hold the Lessor, its successors and assigns, the City of Gahanna, and the officials and employees of the City, free and harmless from and against any and all claims, judgments, awards, penalties, costs, demands, actions and/or suits whatsoever for injuries and death sustained by persons or damage to property, arising out of the Lessee's use or occupancy of the demised premises, including all ingress and egress, excepting therefrom those which are due to or arise out of the Lessor's negligence, and/or omission.

Assignments

5. The Lessee shall not assign this Lease without the prior written consent of the Lessor.

Defaults

6. If the Lessee shall fail to pay the rent for a period of fifteen (15) days after receipt of written notice to the Lessee of such default, or if the Lessee shall fail to perform any other agreements or conditions contained herein, and such failure shall not be corrected within thirty (30) days after the Lessee shall have received written notice from the landlord of such failure (or such longer period as may be required to correct such failure, if within said thirty (30) days, the Lessee shall commence to correct the same and thereafter diligently pursue the correction thereof), the Lessee shall be in default hereunder. Upon the occurrence of any such event of default, the Lessor shall have all rights permitted by law, including but not limited to, the right of its election to terminate this Lease and thereafter the Lessor may re-enter the demised premises and take possession thereof in any manner then permitted by law.

Surrender at End of Term

7. At the expiration or termination of this Lease, whereby by lapse of time or otherwise, the Lessee will peaceably and quietly surrender to the Lessor all of the demised premises, in good condition, reasonable wear and tear, acts of God, and other causes beyond the control of Lessee excepted.

Termination

8. The Lessor shall have the right to terminate this Lease at any time without any penalty or further liability whatsoever in the event the Lessor, in the Lessor's sole opinion, determines that the Lessee herein has otherwise failed to conform with the terms and conditions of the Agreement herein, and that the use accorded to the property by the Lessee, becomes unacceptable in accordance with the standards, requirements and conditions demanded of the City of Gahanna.

In the event the demised premise ceases to be used by the City of Gahanna, Ohio for public roadway purposes, the lease shall be immediately terminated and the lessee shall remove the signage and return the property in good condition, reasonable wear and tear, acts of God, and other causes beyond the control of Lessee excepted.

Notices

9. All notices required under this Lease to be served upon either party shall be sent registered or certified mail, return receipt requested, and shall be deemed served when deposited in the United States Mail, properly stamped and addressed to the party for whom it is intended at its address herein above set forth, or to such other address as the Lessor or Lessee shall hereinafter give notice to the other in writing.

Miscellaneous

10. It is mutually stipulated and agreed by and between the parties thereto that this instrument contains the entire Agreement between them as of this date, and that the execution

thereof has not been induced by either party by any representations, promises or undertakings not expressed herein. It is further mutually stipulated and agreed by and between the parties that there are no other promises or undertakings whatsoever by the respective parties in any way affecting the subject matter of this Lease which are not expressly contained in this instrument and no change, alteration or modification hereof may be made except in writing signed by both parties hereto.

The terms, covenants and conditions hereof shall be binding upon and inured to the benefit of the parties hereto, and their respective successors and assigns.

If any part of this Agreement is held to be unlawful, or null and void, such part shall be severed from the whole hereof, and the remaining portion thereof shall retain its full force and effect as fully written herein.

This Lease shall be construed under the law of the State of Ohio.

IN WITNESS WHEREOF, the parties hereunder set their hands the day and year first written above.

CITY OF GAHANNA – LESSOR

WALNUT CREEK PRESBYTERIAN
CHURCH – LESSEE

By: _____
Rebecca W. Stinchcomb, Mayor

By: _____

Approved as to form:

By: _____
Thomas L. Weber, City Attorney

SWORN before me and subscribed in my presence this _____ day of _____, 20_____.

NOTARY PUBLIC

BENCH MARKS

All bench marks and elevations shown upon this plan are based upon the (NAVD 88) North American Vertical Datum of 1988.

B.M. # C0C 40-82

AP in CM, at NW Corner of Junction of Old
Johnstown Road and Stelzer Road.
Elevation = 810.74

T.B.M. #1

Chiseled Square in Concrete Base of Fence Post.
Elevation = 820.94

T.B.M. #2

Bench Tie set in Power Pole.
Elevation = 821.77

AVP-1 FAMILY LP
Parcel ID
025-000998-00
025-000954-00

VICTORY IN PENTECOST

Parcel ID
025-000894-00
025-000961-00
025-001004-00

APPROXIMATE
SANITARY EASE-
EXISTING FIRE
WATERLINE
S60'21"
198'

EXISTING GAS

