

LEASE AGREEMENT

This Lease Agreement is made and entered into on this the ____ day of _____, 2014, 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 the Gahanna Historical Society, its successors and assigns, having an address at 101 South High Street, Gahanna, Ohio 43230, 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 on “Exhibit A” attached hereto and incorporated herein, and hereinafter referred to as the “premises”; and

WHEREAS, the Lessee desires to lease from the Lessor the premises as more particularly described on “Exhibit A” attached hereto and incorporated herein, and hereinafter collectively referred to as the “demised premises”; 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 at this time;

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

1. Premises and Title. 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 in a manner consistent with the surrounding residential use.

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. Lessee agrees to assume responsibility for maintaining, trimming, cutting the grass or any foliage on the demised premises and further agrees to keep the area free of debris and litter.

2. Rental. The rental for the term of this Lease shall be one dollar (\$1.00) per year, 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 herein written. The rental for each successive renewal term shall be the same unless otherwise agreed to by the parties.

3. Term. The term of this Lease shall commence on the first day of the calendar month upon execution of this Agreement.

The Lessee is hereby granted the right and option to renew this Lease for two (2) successive terms of twenty-five (25) years each, for a total of fifty (50) 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.

4. Conditions. 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. Said property will be maintained as a public area. Lessor will install and maintain a split rail fence on the property line.

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

6. Default. If the Lessee shall fail to pay the rent for a period of thirty (30) 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 the 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 than permitted by law.

7. Surrender at End of Term. At the expiration or termination of this Lease, whereby the 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.

8. Termination. The Lessor shall have the right to terminate this Lease at any time without penalty or further liability whatsoever.

9. Notices. Any notices permitted or required by this Agreement shall be in writing and shall be given or made by hand delivery, certified mail, return receipt requested or by overnight express with written receipt, addressed to the respective Parties as follows:

If to Gahanna Historical Society:

Gahanna Historical Society
P.O. Box 30602
Gahanna, Ohio 43230

If to City of Gahanna:

Mayor, City of Gahanna
200 South Hamilton Road
Gahanna, Ohio 43230

10. Miscellaneous. 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 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

GAHANNA HISTORICAL SOCIETY – LESSEE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

State of Ohio }

ss:

County of Franklin }

On the ____ day of _____ in the year 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

My Commission Expires: _____