

## LEASE AGREEMENT

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This Lease Agreement ("Agreement") is entered into as of the 19th day of October, 2018 by and between the Russell Township Park District, an Ohio Park District, P.O. Box 28, Novelty, Ohio 44072 ("Lessor") and the Geauga Park District, an Ohio Park District, 9160 Robinson Road, Chardon, Ohio 44024 ("Lessee").

WHEREAS, Lessor and Lessee have determined that it will be most efficient, effective, and better service the residents of Russell Township if Lessee operates and maintains certain properties owned by Lessor, in order to carry out the mission of the Lessor; and

WHEREAS, Lessor and Lessee have determined that some properties owned by the Lessor should not be subject to this Lease Agreement and should be maintained by the Lessor.

In consideration of the mutual covenants, promises, conditions and terms to be kept and performed, and the obligation of the Lessee to maintain the properties that are the subject of this Lease, the parties agree as follows:

Section 1. Lessor hereby leases to Lessee the properties listed on Schedule "1" and described in Exhibit "A" (collectively the "Premises").

Section 2. This Lease shall be for an initial term of ~~twenty (20)~~ <sup>fifteen (15)</sup> years commencing November 1st, 2018 and ending ~~twenty (20)~~ <sup>fifteen (15)</sup> years thereafter. This Lease shall automatically be renewed for ~~four (4)~~ <sup>two (2)</sup> additional terms of five (5) years each unless the Lessor and Lessee mutually agree to terminate this Lease at an earlier date. AWC TDS SW

Section 3. Lessee agrees to use the Premises for the purpose of developing, operating and maintaining parks in a manner consistent with the purposes permitted under Chapter 1545 of the Ohio Revised Code, consistent with the conservation easements granted by Lessor to the Western Reserve Land Conservancy, formerly known as the Chagrin River Land Conservancy, covenants, restrictions, easements and conditions of record. Lessor shall notify the Western Reserve Land Conservancy of the execution of this Agreement immediately upon execution by all parties hereto and in accordance with the Lessor's By-Laws authorized by Chapter 1545 of the Ohio Revised Code. The Lessee shall maintain the Premises in good order and condition, and provide policing for the Premises as may be necessary, consistent with the standards necessary in public parks, and dependent upon the extent of public access available for each park which makes up a part of the Premises.

Section 4. Lessee has no duty to clean up hazardous waste or substances that are placed on the Premises without authorization by the Lessee. Lessee shall be permitted to cut trees, limbs, shrubs and bushes as necessary to maintain access to roads, trails and facilities. Lessee shall be responsible for the promulgation of all rules and regulations regarding use of the Premises. Lessee shall be responsible for the granting of all necessary use permits for any recreational activities on the Premises. Lessee shall not permit any hunting of any kind, nor the



use of motorized vehicles on the Premises, and no horse trails shall be installed or improved and permitted by the Lessee on the Premises, without the Lessor's prior written consent.

Section 5. Lessor retains the mineral rights in all of the Premises, but in no event shall any oil or natural gas or other mineral drilling be permitted to take place on the surface of the Premises, nor shall any gas pipelines or related appurtenances be permitted to be installed on any part of the Premises by the Lessor.

Section 6. No rent shall be required to be paid by Lessee to Lessor, since the Lessee shall be responsible for maintenance and operation of the Premises solely at its cost. The Lessee shall also pay for all capital repairs that may be necessary during the term of this Lease, as it determines in its reasonable discretion. In the event that Lessee intends to make any capital improvements (as opposed to capital repairs) to the Premises, it shall first submit a plan to the Lessor for review and approval, which approval shall not be unreasonably withheld, delayed or conditioned so long as the capital improvement conforms to the purposes permitted by Chapter 1545 of the Ohio Revised Code, any conservation easement burdening such portion of the Premises, and in conformance with the Lessor's By-Laws authorized by Chapter 1545 of the Ohio Revised Code. With the Lessor's prior written consent, based on a plan submitted to Lessor by Lessee, and the standards and restrictions contained in the prior sentence, Lessee may construct park related storage facilities, gazebos, pavilions and similar structures necessary for the maintenance, operation, and improvement of parks, similar to those provided by Lessee for other parks it owns and/or operates in Geauga County, Ohio.

Section 7. Lessee may maintain signage throughout the Premises indicating that the parks and all activities are managed and operated by Lessee. Any publication produced and disseminated by either Lessor or Lessee regarding the Premises shall indicate that the parks and all recreational activities are managed and operated by Lessee.

Section 8. During the term of this Agreement, the Lessee shall maintain general liability insurance in the same amount and scope of coverage that the Lessee carries for all of its other park properties, covering claims and liabilities for bodily injury, including wrongful death and property damage arising out of the performance of this Lease and Lessee's use of the Premises. Lessor shall be named as an additional insured on said insurance. Lessee shall provide the Lessor proof of said insurance along with any endorsements upon execution of this Lease. Lessee, at its sole cost and expense, may maintain casualty and extended coverage insurance on all improvements that it installs on the Premises and it shall be entitled to recover and receive all proceeds of insurance resulting from damage or destruction to such improvements installed by Lessee, and the Lessor hereby waives any right to receive any such proceeds or to consent to their distribution or use by Lessee. Lessee shall, in its sole discretion, determine if it will rebuild such improvements or demolish such improvements and retain the insurance proceeds.

Section 9. Lessee releases the Lessor from any claim resulting from or related to the operations of the Lessee on the Premises. Lessee further releases the Lessor from any damages that may occur to the Premises or any property therein, including but not limited to Lessee's improvements. To the extent covered by Lessee's liability insurance coverage, Lessee agrees to



indemnify, defend and hold the Lessor harmless from all claims and lawsuits of any kind arising from Lessee's use of the Premises. Nothing herein shall be construed to make the Lessee liable for the negligence of the Lessor, and nothing contained herein shall be deemed to be a waiver of any defense Lessor and/or Lessee may have at common law or by statute, including, but not limited to, immunity and recreational use immunity.

Section 10. Lessee shall have the right, upon termination of this Lease or at any time prior thereto, to remove any and all buildings, equipment and improvements which the Lessee may have placed on the Premises. If such buildings, equipment or improvements are not removed by the Lessee within six (6) months after the expiration of the term herein demised, or such additional time as may be mutually agreed upon, then, the Lessor, or any person claiming under the Lessor, may remove the buildings, equipment or improvements at their own expense, or at Lessor's option, Lessor may destroy or use any of said buildings, equipment or improvements without liability to Lessee, its successors and assigns.

Section 11. Lessee shall not suffer or permit any mechanic's liens to be filed against the Lessor's estate in the Premises nor against the Lessee's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the Premises or any part thereof through or under the Lessee. Should such a mechanic's lien be filed, the Lessee does hereby agree to immediately take all steps available by reason of statutory means to cause the removal of said lien.

Section 12. Lessee shall not transfer or assign its rights hereunder without obtaining the prior written consent of Lessor, except that the Lessee has the right to transfer the Lease to a successor Ohio park district, without the consent of Lessor, but in no event shall Lessee transfer or assign its rights hereunder in the event that Lessee remains in existence. Upon Lessee's dissolution or termination, and in the event there is no successor Ohio park district to Lessee, then this Lease shall terminate. In no event shall Lessee assign this Lease if it continues to exist and operate parks, during the term of this Lease, without the consent of Lessor. With Lessor's prior written consent, Lessee may enter into sub-leases, licenses or concession agreements for operations at the Premises so long as they are consistent with the purposes and uses permitted by Chapter 1545 of the Ohio Revised Code.

Section 13. Lessor covenants and agrees that the Lessee, so long as it remains in compliance with its obligations contained in this Lease, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease without hindrance or molestation subject to the terms and provisions, and conditions stated herein, but it is specifically understood that Lessor makes no warranties as to title or encumbrances.

Section 14. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. This Lease contains the entire agreement between the parties hereto and any agreement hereafter or heretofore made shall not operate to change, modify, terminate or discharge this Lease, in whole or in part, unless such agreement is in writing and signed by each of the parties hereto.



This Lease shall be construed in accordance with and governed pursuant to the laws of the State of Ohio.

Section 15. Any notice required or intended to be sent to the Lessor under the terms of this Lease shall be sufficient if posted by first class or certified mail, postage prepaid, or delivered by hand or reputable overnight courier, addressed to Russell Township Park District, Attn: Board Chairman, P.O. Box 28, Novelty, Ohio 44072, and to such other addresses as the Lessor may designate in writing in the future.

Any notice required or intended to be sent to the Lessee under the terms of this Lease shall be sufficient if posted by first class or certified mail, postage prepaid, or delivered by hand or reputable overnight courier, addressed to the Geauga Park District, 9160 Robinson Road, Chardon, Ohio 44024 or to such other address as Lessee may designate in writing.

Section 16. The Lessee has not examined and does not know the condition of the Premises, and no representation as to the condition or repair thereof has been made by Lessor that are not herein expressed. Lessor does not warrant or represent that the Premises are fit for the use as herein described, and Lessee shall make its own determination as to which portion of the Premises may be used for parks, consistent with uses permitted by Chapter 1545 of the Ohio Revised Code and the conservation easements burdening the Premises.

Section 17. Lessee shall maintain signage throughout the Premises which allow access to the public indicating that the parks and all activities are managed and operated by Lessee. Lessee shall determine the appropriate signage to be used in the operation and management of the Premises.

Section 18. Lessor may have free access to the Premises at all reasonable times and upon reasonable notice to Lessee for the purpose of examining the same to ensure that Lessee is performing its obligations contained in this Lease.

Section 19. In the event that the Premises or any part thereof shall at any time after the execution of this Lease be taken for public or quasi-public use or condemned under eminent domain, Lessee shall not be entitled to claim, or to have paid to the Lessee, any compensation or damages whatsoever for or on account of any loss, injury, damage or taking of any right, interest or estate of the Lessee in or to said property, other than for the cost of permanent improvements installed by Lessee on any part of the Premises, and to the extent of such taking, Lessee shall be entitled to fully recover the value of such improvements lost before payment is made to Lessor. Each of Lessor and Lessee upon request of the other shall execute any and all releases or other documents as shall be lawfully required by such public or quasi-public authority. Nothing contained herein shall be construed to prevent the Lessee from asserting against the condemnor any separate and independent claims for damages occurring by reason of such condemnation for personal property, business, cost of removing equipment, or moving expenses. This Lease shall not be terminated as a result of the exercise of eminent domain so long as any part of any of the Premises shall remain owned by Lessor.

Section 20. If Lessee defaults in any of its obligations as set forth in this Lease, the Lessor may, at Lessor's election, at any time while such default purposefully continues,

terminate this Lease for cause, except that Lessee shall have ninety (90) days from the date on which Lessee is notified in writing of Lessor's intention to terminate the Lease to first cure said default. In the event the cure cannot be completed within ninety (90) days, so long as Lessee has commenced the cure within such ninety (90) day period and is diligently proceeding to complete said cure, no termination of this Lease shall occur. Any court construing the provisions of this Lease, and in particular this paragraph, shall construe the intention of the parties that this Lease remain in effect and not be terminated unless the Lessee has willfully and persistently refused to perform its obligations contained in this Lease.

Section 21. If any covenant, agreement or condition of this Lease or the application thereof to any person, firm, corporation, government entity, or to any circumstance, shall to any extent be invalid or enforceable, the remainder of this Lease other than those portions that are invalid or unenforceable, shall not be affected thereby. Otherwise, each covenant, agreement or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law

Section 22. This Lease contains the entire agreement of the parties and can be changed only by an agreement in writing signed by all parties.

Section 23. Except as otherwise provided herein, the covenants, terms, conditions, provisions and undertakings in this Lease or any renewals thereof shall extend to and be binding upon the successors and assigns of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the successors and assigns of such party, as if in each and every case so expressed, except as otherwise provided herein.

Section 24. If either party is prevented or hindered from timely satisfying any provisions set forth in this Agreement because of a shortage of or inability to obtain materials or equipment, strikes, or other labor difficulties, governmental restrictions or delays, fires, casualties, acts of God, or any other cause beyond the party's control, that party will be permitted an extension of time of performance equal to the number of days during which performance was prevented, hindered or delayed.

Section 25. This lease shall be construed in accordance with and governed by the laws of the State of Ohio. Any litigation arising hereunder shall be brought in a Court of Competent Jurisdiction of Geauga County, Ohio.

[SIGNATURE PAGE FOLLOWS]



SCHEDULE "1"									
Properties owned by the Russell Park Commission									
Last updated: 8-Oct-17									
PARCEL NUMBER	PROPERTY KNOWN AS	LOCATION	SIZE ACRES	ZONING	YEAR	CONS EASEMENT?	Ease #	VOL/PAGE	
26-707000	West River Drive s/42	End of West River Drive	1.52	Passive Park	2001	Yes		2 742/588	
26-706669	West River Drive park (commons)	End of West River Drive	1.1	Passive Park	1990	Yes		2 742/588	
26-706700	West River Drive park (commons)	End of West River Drive	1.58	Passive Park	1990	Yes		2 742/588	
26-707002	West River Drive s/1	End of West River Drive	1.57	Passive Park	1989	Yes		2 842/780	
26-707008	West River Drive s/13	End of West River Drive	1.56	Passive Park	1989	Yes		2 842/780	
26-707011	Upper Chagrin Addition	13520 Sperry Road - next to 26-707020	57.46	Passive Park	1992	Yes		3 900/1015	
26-707020	Upper Chagrin Preserve	9292 Fairmount next to 26-707011	36.42	Passive Park	2002	Yes		3 1046/844	
26-707005	Smith property	North side of Dines at Chagrin River	18.58	Passive Park	1993	Yes		4 1262/682	
26-707006	Smith property	North side of Dines at Chagrin River	33	Passive Park	2009	Yes		1262/682	
26-707026	Land Lab	13600 Caves Rd at Westwood School	16	Passive park	1998	Yes		5 1187/1210	
26-707025	Land Lab	13600 Caves Rd at Westwood School	7.83	Passive park	2003	Yes		5 1154/776	
26-707036	Shancker Property	Behind 13610 Sperry Road	12.91	Passive park	2003	Yes		1517/806	
26-707038	Russell Uplands Preserve	15200 Russell Road	122.9	Passive park	2005	Yes		6 1766/86	
26-707047	Addition to Russell Uplands	corner of Deep Woods and Kinsman Road	5.4	Passive park	2007	Yes		1812/456	
26-707052	Sperry Road Alford	Sperry Road	4.89	Passive park	2012 ?	?		1893/1387	
26-214299	Modroo	Hemlock Rd South of Music	53.28	Passive park	2016	Yes		8 2024/246	
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