

Land Record No. 151720
Lease No. 14308

**AMENDMENT TO REAL PROPERTY LEASE BETWEEN
THE CITY OF TOLEDO
AND COLUMBIA GAS OF OHIO, INC.
FOR THE OPERATION OF
GAS REGULATOR STATION AT SLEEPY HOLLOW PARK**

This **LEASE AMENDMENT** ("Amendment") is made this _____ day of _____, 2018, by and between **CITY OF TOLEDO OHIO**, a municipal corporation, Department Public Service, Division of Parks, Recreation and Forestry, 2201 Ottawa Parkway, Toledo, Ohio 43606, (the "Lessor"), and **COLUMBIA GAS OF OHIO, INC.**, an Ohio corporation having an office at 290 West Nationwide Boulevard, Columbus, Ohio 43215 (the "Lessee").

RECITALS

WHEREAS, by a Lease Agreement dated the 16th of October, 1979 ("Original Lease"), and recorded in Instrument No. 791214C12 in the Recorder's Office in Lucas County, Ohio, **Lessor** leased to **Lessee** pursuant to Ordinance No. 582-79, certain property located within **Sleepy Hollow Park, 4100 Overlook Boulevard**, as described premises situated in the City of Toledo, County of Lucas and State of Ohio, situated in Lot No. 432 in Mount Vernon, a Subdivision formerly in the Township of Adams, now in the City of Toledo, County of Lucas, Ohio

WHEREAS, pursuant to Ordinance No. _____ passed by Toledo City Council ("Council") on the _____ day of _____, 20____ and approved by the Mayor on the _____ day of _____, 20____ (the "Ordinance"), the City of Toledo was authorized to amend the "Original Lease" by this Amendment; and

WHEREAS, with the exception of incorporating the Amendments into the Original Lease, the **Lessor** and **Lessee** (collectively the “Parties”) mutually desire that the terms and conditions of the Original Lease remain in full force and effect:

NOW THEREFORE, in consideration of the mutual covenants herein contained and for the benefits to be derived from execution of this Amendment the Parties agree as follows:

1. **Incorporation of Recitals and Original Lease.** The recitals stated above and the Original Lease attached hereto as Exhibit A, are incorporated into this Amendment as a fully rewritten herein.
2. **Amendments**
 - a) **Term:** The term of the Original Lease is hereby amended to read in its entirety as follows:
TO HAVE AND TO HOLD the said premises, with the appurtenances unto Lessee, this Lease shall commence on the 1st day of December, 2009 and shall continue for a period of fifteen (15) years, terminating on the 30th day of November, 2024 (the “Term”).
 - b) **Rent:** The rent of the Original Lease is hereby amended to read in its entirety as follows:
In consideration of this Lease, and subject to paragraph four (4) of Original Lease herein, the Lessee agrees to pay the Lessor as rental for said Premises during the initial term hereof the sum of Seven Hundred Dollars (\$700.00) per annum payable in advance on or before the first day of each year during the initial term. Payments shall be made to The **City Of Toledo** and mailed to: The **City of Toledo, Dept. of Public Service, Parks, Recreation and Forestry, 2201 Ottawa Parkway, Toledo, OH 43606.**
3. **Conflict between Original Lease and Amendment.** The Parties that the terms contained in the Original Lease and this Amendment make up the entire agreement between Parties. The Parties further agree that in the event of conflicting language, the Amendment shall take precedence over and supersede the Original Lease.
4. **Miscellaneous.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same document. The laws of the State of Ohio shall govern this Amendment. No amendments, modifications or variations of the terms and conditions of this Amendment shall be valid unless the same are in writing and signed by the Parties. Wherever used in this Amendment, the singular shall be deemed to include the plural, and vice versa, and the use of any gender shall be deemed to include all others.

IN WITNESS WHEREOF, **Lessors** and **Lessee** have hereunto set their hands the day and year first above written.

Columbia Gas of Ohio, Inc.

Lessee: Columbia Gas of Ohio, Inc., an Ohio Corporation

By: _____

Printed Name: Steven Sylvester

Title: Vice President & General Manager

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Steven Sylvester, Vice President of Columbia Gas of Ohio, Inc., an Ohio Corporation, on behalf of the corporation.

Notary Public

CITY OF TOLEDO OHIO

Lessor: City of Toledo, an Ohio
Municipal Corporation

By: _____

Printed Name: **Wade Kapszukiewicz**

Title: **Mayor, City of Toledo**_____

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Wade Kapszukiewicz, Mayor of the City of Toledo, an Ohio Municipal Corporation, on behalf of the City of Toledo.

Notary Public

APPROVED AS TO FORM:

By: _____
Department of Law

APPROVED AS TO CONTENT:

By: _____
Department of Public Service

By: _____
Department of Development