

**RENEWAL TO REAL PROPERTY LEASE BETWEEN THE CITY OF TOLEDO  
AND THE TOLEDO SAILING CLUB**

This LEASE RENEWAL AND AMENDMENT (collectively "**Renewal**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("**Effective Date**") by and between **THE CITY OF TOLEDO**, an Ohio municipal corporation, **with a mailing address of** One Government Center, Suite 2250, Toledo, Ohio 43604 ("**LESSOR**"), and **THE TOLEDO SAILING CLUB, an Ohio non-profit corporation**, with a mailing address of P.O. Box 141133, Toledo, Ohio 43614 ("**LESSEE**").

**RECITALS**

**WHEREAS**, by a Lease Agreement dated the **July 17, 2014** ("**Original Lease**"), **LESSOR** leased to **LESSEE** pursuant to Ordinance No. 299-14, certain parking spaces within parking lot located across from the Toledo Zoo, at 2683 Broadway, Toledo, Lucas County, Ohio, Parcel TD 18 Parcel 74261;

**WHEREAS**, Original Lease intended use is to provide parking for Toledo Zoo visitors, as well as to provide seasonal use of approximately 3,000 square feet of the lower parking lot near the boat launch area for off-season storage to **LESSEE'S** boat docks and fifteen (15) pre-identified parking spaces for members of the Toledo Sailing Club with vehicular and trailer parking for and access to the public boat launch; and

**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\_\_\_\_ ("**Ordinance**"), the City of Toledo was authorized to renew and amend the "Original Lease" with this Renewal; and

**WHEREAS**, with the exception of incorporating amendments into the Original Lease, the **LESSOR** and the **LESSEE** (collectively "**Parties**") 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 Renewal as if fully rewritten herein.
2. **Amendments.**
  - a) **Section 5, of the Original Lease is hereby amended to read in its entirety as follows:**
    5. **Term.** This Lease shall commence on the **Effective Date** and shall continue for a period of **Five (5)** years, terminating the 16th day of July, 2024 ("**Term**"). Upon 90 day written notice, **LESSEE** may renew this Lease for an additional one (1) term of Five (5) years, provided that **LESSEE** is not at the expiration of the initial term of this Lease or any term thereafter in default of and is otherwise in compliance with all the provisions of this Lease.

b) **Section 6, of the Original Lease is hereby amended to read in its entirety as follows:**

6. **Rent.** LESSEE agrees to pay the LESSOR as rental for said Premises during the initial term hereof the sum of One Thousand Two Hundred Fifty Dollars (\$1,250) per annum payable in advance on or before the first day of each year during the initial term. Payments shall be made to the Division of Real Estate, City of Toledo, One Government Center, Suite 2250, Toledo, Ohio 43604.
  
3. **Conflict between Original Lease and Renewal.** The Parties acknowledge and agree that the terms contained in the Original Lease and this Renewal make up the entire agreement between Parties. The Parties further agree that in the event of conflicting language, the Renewal shall take precedence over and supersede the Original Lease.
  
4. **Miscellaneous.** This Renewal 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 Renewal. No amendments, modifications or variations of the terms and conditions of this Renewal shall be valid unless the same are in writing and signed by the Parties. Wherever used in this Renewal, 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.

This Renewal is executed effective as of the date first above written.

**LESSEE: The Toledo Sailing Club**

\_\_\_\_\_  
\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**LESSOR: CITY OF TOLEDO, OHIO**

\_\_\_\_\_

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By: \_\_\_\_\_  
Wade Kapszukiewicz, Mayor

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Department of Economic Development

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department of Public Service

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Law Department

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**ORIGINAL LEASE DATED July 17, 2014**