

# ATTACHMENT A

Contract No. \_\_\_\_\_

Property: 255 Setchell St.

## LEASE AGREEMENT

This Lease Agreement (“**Lease**”) is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **City of Cincinnati**, an Ohio municipal corporation, the address of which is 801 Plum Street, Suite 122, Cincinnati, OH 45202; Attention: Real Estate (the “**City**”), and the **East End Area Council**, an Ohio not for profit corporation, the address of which is PO Box 68104, Cincinnati, Ohio 45202 (“**Lessee**”).

### Recitals:

A. The City owns real property located at 255 Setchell St. in the East End neighborhood of the City of Cincinnati, such real property being designated as Hamilton County, Ohio tax parcel 0028-0002-0024 as depicted in Exhibit A hereto (the “**Leased Premises**”), which is under the management and control of the Cincinnati Recreation Commission (“**CRC**”).

B. Lessee desires to utilize the Leased Premises for the development and operation of a park and greenspace (the “**Permitted Use**”) for the recreational and aesthetic enjoyment of the public and to serve as a buffer between the surrounding residential and business districts, and the City has agreed to lease the Leased Premises to Lessee for the same.

C. The City has determined that the Leased Premises are not currently needed for any municipal purposes.

D. The fair market rental value of the Leased Premises is \$2,900.00 per year as determined by an appraisal by the City’s Real Estate Services Division.

E. The City has agreed to lease the Leased Premises for \$1.00 per year as the City has no immediate use of the property and the Permitted Use will be for a not-for-profit purpose and benefit the citizens of the City.

F. The City has determined that eliminating competitive bidding in connection with the lease of the Leased Premises is in the best interest of the public because (i) it is desirable for the City to increase greenspace in the City of Cincinnati, (ii) Lessee owns property abutting the Leased Premises which will also be utilized for the development and operation of a park, and (iii) East End Area Council is uniquely situated to provide the planned improvements to the property due to its knowledge of neighborhood needs.

G. Cincinnati Recreation Commission approved the lease of the Leased Premises to Lessee at its meeting on December 17, 2024.

H. City Planning Commission, having the authority to approve the change in the use of City owned property, approved the City’s lease of the Leased Premises to Lessee at its meeting on November 17, 2025.

I. Cincinnati City Council has authorized the execution of this Lease by Ordinance No. \_\_\_\_\_ passed on \_\_\_\_\_, 2026.

NOW THEREFORE, the parties hereby agree as follows:

### 1. **Grant**.

(A) **Grant**. The City does hereby lease the Leased Premises to Lessee, and Lessee does hereby lease the Leased Premises from the City, for the Permitted Use, subject to the terms and

conditions set forth herein. The rights herein granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions and other matters of record affecting the Leased Premises. The City makes no representations or warranties to Lessee concerning the physical condition of the Leased Premises or the condition of the City's title to the Leased Premises and, on the Commencement Date, Lessee shall accept the Leased Premises in "as is" condition.

(B) Access by City Departments, Utility Companies and Others. Lessee shall ensure continuous access to the Leased Premises (24 hours/day, 7 days/week, 52 weeks/year) by the City's Police and Fire Departments, Greater Cincinnati Water Works (GCWW), Metropolitan Sewer District (MSD), Duke Energy, Altafiber, and any and all other utility companies that have utility lines or other utility installations within or near the Leased Premises, for the operation, inspection, maintenance, repair, replacement and removal thereof. Lessee shall not construct any structures or improvements on the Leased Premises which restrict or impair access to any of the aforementioned utility infrastructure. If Lessee undertakes any action that interferes with the access rights reserved to the City and third parties herein, the same shall constitute an immediate default of Lessee under this Lease, whereupon the City and such third parties shall be permitted to take all actions reasonably necessary to eliminate such interference at Lessee's expense. If Lessee's activities within the Leased Premises cause damage to existing utility lines or other utility facilities belonging to the City or other utility provider, Lessee shall immediately notify the appropriate utility provider. All actual, out-of-pocket costs of repairing such damage, including without limitation, all costs of replacing any damaged utility lines and facilities that are not capable of being properly repaired as determined by the applicable utility provider in its sole discretion, shall be borne by Lessee and shall be payable by Lessee within thirty (30) days after Lessee receives documentation substantiating such costs. If the City or any utility provider damages or must remove any improvements installed by Lessee within the Leased Premises, including structures, sod, landscaping, trees, improved surfaces, or other improvements whether natural or artificial or whether said improvements is now existing or installed in the future, in connection with its operation, inspection, maintenance, repair, replacement, or removal of its existing utility facilities in the area, Lessee shall be solely responsible for all costs associated with the repair or replacement of Lessee's improvements. Under no circumstances shall the City be responsible for any damage to the Leased Premises or improvements thereon resulting from the entry onto the Leased Premises by utility companies and others having the right to enter upon the Leased Premises.

## 2. Term.

(A) Term. The term of this Lease (the "**Term**") shall commence on the date of execution hereof (also referred to herein as the "**Commencement Date**") and shall continue until the date which is one year thereafter.

(B) Automatic Extension. Upon the expiration of the initial Term, the Term of this Lease shall thereafter continue on an annual basis on the same terms and conditions as set forth herein (except as to the length of the Term) unless either party provides written notice that that the lease will not be extended for another term, such notice to be delivered not less than thirty (30) days prior to the expiration of the then current term. The City shall have the right to terminate this Lease, after the initial term, without cause, by giving written notice thereof to Lessee not less than thirty (30) days prior to the effective date of termination as specified in such termination notice. As used herein, and unless the context implies otherwise, the "Term" of this Lease shall mean the initial Term, and any extension under this paragraph.

(C) City's Early Termination Rights. The City shall have the right to terminate this Lease at any time, by giving Lessee no less than 30 days prior written notice, if the City determines that the Leased Premises are needed for a municipal purpose. Upon such termination, the City shall refund any prepaid Monthly Base Rent (as defined below).

## 3. Base Rent.

(A) Base Rent. Beginning on the Commencement Date, Lessee shall pay the City "**Base Rent**" in the amount of \$1.00 for the Term, which shall be payable on or before the first day of the Term and any extension thereof.

(B) Late Payment; Place of Payment. If any payment owed by Lessee hereunder is not received by the City on the due date, the City may terminate this Lease. All payments shall be made by check payable to the "City of Cincinnati - Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Room 122, Cincinnati, Ohio 45202, Attention: Real Estate.

**4. Permitted Use.** Lessee shall use the Leased Premises solely for the development and operation of a public park and greenspace open to all members of the public in a manner similar to other public parks in the City of Cincinnati (the "**Permitted Use**") and for no other purpose. Lessee shall not bring or permit to be brought onto the Leased Premises any hazardous materials or other contaminants or substances that are harmful to the public or to the environment. Lessee shall not use or permit the use of the Leased Premises for storage of materials or supplies of any nature, equipment, refuse, junk, or other items not conducive to the enjoyment of the Leased Premises by the public for the Permitted Use. Lessee shall not permit vending of any kind or character to be conducted, permitted, or allowed within the Leased Premises. In the event that Lessee installs any playground equipment, or constructs or installs components, structures, systems or other improvements or fixtures intended for similar use, all such equipment, components, structures, systems or other improvements or fixtures shall be in compliance with any applicable national, state or local safety standards and shall be inspected by a certified playground inspector, and Lessee shall provide a copy of the report from such inspection to the City upon request.

Lessee hereby acknowledges that the Permitted Use is subject to compliance with all applicable federal, state, and local laws, codes, regulations or other governmental requirements, and this Lease shall not function as an authorization to act in conflict with the same. In the event that the Permitted Use does violate any such laws, codes, regulations or other requirements, the Permitted Use may be modified upon the mutual agreement of each party. In no event shall Lessee use the Leased Premises for purposes outside of the Permitted Use without the express written consent of the City.

Any attempt by Lessee to utilize or develop the Leased Premises for purposes outside of the scope of the Permitted Use, in conflict with the submitted and approved plans, or without obtaining the requisite permits, shall be considered a material default and may result in immediate termination of this Lease at the discretion of the City.

**5. Utilities; Real Estate Taxes; Other Expenses.** During the Term of this Lease, Lessee shall pay, when due, (i) any and all utility expenses for utilities directly serving the Leased Premises, (ii) any and all real estate taxes, assessments, penalties, interest, and charges levied against the Leased Premises that become due and payable during the Term, including the two semi-annual tax bills issued by the Hamilton County Treasurer following the expiration or termination of the Term, payable in arrears, and (iii) any and all other operating expenses associated with the Leased Premises. Lessee acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease.

**6. Maintenance and Repairs.** Lessee shall, at its sole expense, keep and maintain the Leased Premises in good, safe, orderly, sanitary, and clean condition and repair, ordinary wear and tear excepted, including without limitation any and all concrete and asphalt pavement, pavers, curbs, and sidewalks within the Leased Premises. Lessee shall perform all vegetation management on the Leased Premises, including but not limited to mowing and the maintenance and control of all trees and other vegetation on the Leased Premises as necessary to keep the same from creating any hazards or causing the Leased Premises to become overgrown or unsightly. Lessee shall not permit garbage, debris or unsightly or odorous materials to accumulate within the Leased Premises. In the event of damage to the Leased Premises, Lessee shall promptly repair such damage, at its sole expense, to the satisfaction of CRC (however Lessee shall not be required to restore the Leased Premises to a better condition than otherwise required under this Lease). Lessee shall be solely responsible for all snow and ice removal from the Leased Premises. During the Term of this Lease, the City shall have no maintenance or repair obligations with respect to the Leased Premises or any improvements thereon.

**7. Alterations.**

(A) Alterations. Lessee, at its sole expense, shall install such curb ramps, blockades, signage, and other improvements as may be reasonably required from time to time by CRC or the Cincinnati Department of Transportation and Engineering ("DOTE"). Lessee shall not make any alterations or improvements to the Leased Premises, without obtaining the prior written consent of the City. Lessee, through a licensed contractor or other licensed professional experienced in the development, construction or operation of a public park, shall obtain all required permits from the City prior to constructing any improvements within the Leased Premises. Before a permit can be issued, Lessee's licensed contractor or other licensed professional experienced in the development or operation of a public park must supply two sets of plans to CRC or DOTE, or other City Departments if required, for approval showing the location of the proposed improvements.

(B) No Liens. Lessee shall not permit any mechanics' liens to attach to the Leased Premises in connection with work performed by or at the request of Lessee.

(C) Compliance with Laws. Lessee shall obtain all necessary City permits associated with work within the Leased Premises performed by Lessee and shall pay all required permit fees. Lessee shall ensure that all work is performed in compliance with all applicable federal, state, and local laws, codes, regulations, and other governmental requirements.

**8. Information and Reports.** Upon thirty (30) days' prior written request, Lessee shall permit or cause to permit the City to have access to and to inspect any and all agreements and accounting, financial, administrative, and operational books, records, and statements as may be requested by the City that relate or pertain to the Leased Premises and the operation of a public park thereon and that are in Lessee's possession or control (all such reports, records, statements and other information furnished by Lessee under this paragraph being referred to herein collectively as "**Records and Reports**"). All Records and Reports compiled by Lessee and furnished to the City shall be in such form as the City may from time to time require. During the Term, Lessee shall permit the City and its designees and auditors to have access to and to inspect and audit Lessee's Records and Reports.

**9. Liability; Indemnification.**

(A) Liability. Throughout the Term, Lessee shall be responsible for all liabilities, damages, claim, costs and expenses in connection with the Permitted Use, or with Lessee's activities or the activities of the public on the Leased Premises, and Lessee hereby releases the City from any liability for any property damage or personal injury suffered or incurred by Lessee in connection with or incidental to this Lease or the exercise of Lessee's rights granted herein.

(B) Insurance. Throughout the Term, Lessee shall maintain Commercial General Liability insurance with respect to the Leased Premises in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, Two Million Dollars (\$2,000,000) aggregate, naming the City as an additional insured, and such additional insurance as the CRC or Department of Risk Management may from time to time reasonably require. All insurance required to be maintained by Lessee hereunder shall be issued by insurance companies reasonably acceptable to the City. If Lessee constructs any improvements within the Leased Premises, Lessee shall maintain property insurance on such improvements in the amount of the full replacement cost thereof. On or prior to the Commencement Date and prior to the expiration of each insurance policy, Lessee shall furnish to the City a certificate of insurance evidencing the insurance required hereunder.

(C) Waiver of Claims and Subrogation. All improvements, materials, equipment, and other personal property of every kind that may at any time be on the Leased Premises shall be on the Leased Premises at Lessee's sole risk, and under no circumstances shall the City be liable for any loss or damage thereto, no matter how caused. Lessee hereby waives, as against the City, its employees, agents and contractors, all claims and liability, and on behalf of Lessee's insurers, rights of subrogation, with respect to property damaged by fire or other casualty or any other cause, even if caused by

negligence, it being the agreement of the parties that Lessee shall at all times protect itself against such loss or damage by maintaining adequate property insurance.

(D) Indemnification. Lessee shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City harmless from and against any and all claims, causes of action, losses, costs, judgments, fines, liability and damages caused by or arising out of any occurrence on the Leased Premises during or with respect to the Term of this Lease, including without limitation any of the foregoing that may occur or be claimed with respect to any death, personal injury or loss of or damage to property on or about the Leased Premises.

**10. Casualty**. If the Leased Premises is damaged or destroyed by fire or other casualty, Lessee shall repair and restore the same, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which they were in immediately prior to such occurrence. The City and Lessee shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If Lessee's insurance proceeds are insufficient to fully repair and restore the Leased Premises, Lessee shall make up the deficiency. Lessee shall handle all construction in accordance with the applicable requirements set forth by DOTE. Lessee shall not be relieved of any obligations, financial or otherwise, under this Lease during any period in which the Leased Premises is being repaired or restored.

**11. Default**. If Lessee fails to pay any sum due hereunder or perform any other obligation under this Lease within ten (10) days after receiving written notice thereof from the City (herein, a "default"), the City, at its option, immediately or at any time during the continuance of the default, may terminate this Lease by delivering a written notice of termination to Lessee. Lessee shall pay to the City, upon demand, all costs and damages suffered or incurred by the City in connection with Lessee's default or the termination of this Lease. Without limitation of the City's other rights and remedies hereunder, upon the occurrence of a default, the City may, but shall not be obligated to, cure or attempt to cure such default at Lessee's sole expense and may, if necessary, enter onto the Leased Premises to undertake such cure. Lessee shall pay the City within ten (10) days after the City's written demand an amount equal to all costs paid or incurred by the City in effecting compliance with Lessee's obligations under this Lease, together with interest thereon from the date that the City pays or incurs such costs at an annual rate of ten percent. The rights and remedies of the City under this Lease are cumulative and are not intended to be exclusive of, and the City shall be entitled to, any and all other rights and remedies to which the City may be entitled hereunder, at law or in equity. The City's failure to insist in any one or more cases on strict performance of any provision of this Lease or to exercise any right herein contained shall not constitute a waiver in the future of such right.

**12. Notices**. All notices required to be given hereunder by either party shall be in writing and personally delivered, sent by Federal Express or other recognized overnight courier that in the ordinary course of business maintains a record of each delivery, or mailed by U.S. certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Lease, or at such other address as either party may from time to time specify by notice to the other. Notices shall be deemed to have been given on the date of receipt if personally delivered, on the following business day if sent by an overnight courier, and on the date noted on the return receipt if mailed by U.S. certified mail. If Lessee sends a notice to the City alleging that the City is in default under this Lease, Lessee shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

**13. Surrender; Holdover**.

(A) Surrender; Holdover. At the end of the Term, Lessee shall surrender the Leased Premises to the City in the condition in which Lessee is required to maintain the Leased Premises under the terms of this Lease. If Lessee remains in possession of the Leased Premises after the end of the Term without the City's consent, then, at the City's option, such holdover shall create a tenancy-at-will on the same terms and conditions as set forth in this Lease except that rent payable during such month-to-month tenancy shall be equal to one hundred fifty percent of the rent in effect immediately prior to the end of the Term.

(B) Removal of Alterations. If Lessee has made improvements to the Leased Premises during the Term, then, at the end of the Term, the City shall identify which improvements, if any, Lessee shall be required to surrender (at no cost to the City) and which improvements Lessee shall be required to remove. If Lessee fails to timely remove improvements that are designated for removal by the City and fails to restore the Leased Premises to their former condition, or if Lessee fails to remove any items of personal property from the Leased Premises, such improvements and items of personal property shall be deemed abandoned by Lessee, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements and items of personal property, and Lessee shall pay all costs incurred by the City in so doing within ten (10) days after the City's written demand. If the City incurs costs in removing Lessee's improvements and restoring the Leased Premises to their former condition, Lessee shall reimburse the City for all such removal and restoration costs within thirty (30) days after receiving an invoice therefor from the City.

**14. Assignment and Sublease**. Lessee shall not assign its interests under this Lease, and an attempted assignment or sub-lease of this Lease shall be null and void. The City acknowledges that Lessee may enter into a management agreement with a third party to operate the park referenced above ("**Manager**"). Lessee shall require that its Manager comply with all of Lessee's obligations to the City under this Lease, including, but not limited to, maintaining insurance at the same levels as required of Lessee and naming the City as an additional insured under the Manager's insurance policy. The Manager's obligations shall be in addition to those of Lessee and shall not relieve Lessee of any of its obligations to the City under this Lease.

**15. Additional Conditions, Coordinated Report #92-2024**. Lessee shall comply with the following terms and conditions as required by the indicated City department or affiliate:

(A) NONE

**16. General Provisions**.

(A) Entire Agreement. This Lease (including the exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.

(B) Amendments. This Lease may be amended only by a written amendment signed by both parties.

(C) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Lease shall be brought in the Hamilton County Court of Common Pleas, and Lessee agrees that venue in such court is proper. Lessee hereby waives trial by jury with respect to any and all disputes arising under this Lease.

(D) Binding Effect. This Lease shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(E) Captions. The captions of the various sections and paragraphs of this Lease are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Lease.

(F) Severability. If any part of this Lease is held to be void, illegal or unenforceable by a court of law, such part shall be deemed severed from this Lease, and the balance of this Lease shall remain in full force and effect.

(G) No Recording. This Lease shall not be recorded in the Hamilton County Recorder's office.

(H) Time. Time is of the essence with respect to the performance by Lessee of its obligations under this Lease.

(I) No Third-Party Beneficiaries. The parties hereby agree that no third-party beneficiary rights are intended to be created by this Lease.

(J) No Brokers. Lessee represents that it has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Lease.

(K) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Lease shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future member, officer, agent or employee of the City in other than his or her official capacity. No official executing or approving the City's participation in this Lease shall be personally liable under this Lease.

(L) Representation as to Authority. Lessee represents that it has the power and authority to enter and perform its obligations under this Lease without the consent of anyone who is not a party to this Lease and that the execution and performance of this Lease has been duly authorized by all necessary actions on Lessee's part.

(M) Counterparts and Electronic Signatures. This Lease may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This Lease may be executed and delivered by electronic signature.

17. **Exhibits**. The following exhibits are attached hereto and made a part hereof:  
Exhibit A – *Site Map - Leased Premises*

[SIGNATURE PAGES FOLLOW]

This Lease is executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "Effective Date").

**East End Area Council, Lessee**  
an Ohio not-for-profit corporation

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

Printed name: \_\_\_\_\_

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

Date: \_\_\_\_\_, 2026

STATE OF OHIO                    )  
                                          ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026 by \_\_\_\_\_, the \_\_\_\_\_ of the **East End Area Council**, on behalf of the same.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

*[CITY SIGNATURE PAGE FOLLOWS]*

**City of Cincinnati**

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

Printed name: \_\_\_\_\_

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

Date: \_\_\_\_\_, 2026

STATE OF OHIO                    )  
                                          ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026 by \_\_\_\_\_, the \_\_\_\_\_ of the **City of Cincinnati**, an Ohio municipal corporation, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Daniel Betts, Director  
Cincinnati Recreation Commission

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_  
Fund/Code: \_\_\_\_\_  
Amount: \_\_\_\_\_  
By: \_\_\_\_\_  
Steve Webb, City Finance Director

**EXHIBIT A**

Site Map – Leased Premises

**255 Setchell St, Cincinnati, OH 45226 Property**

Parcel ID: 028-0002-0024-90

Lot 9 - City of Cincinnati

