

## Heidelberg Beach Association

### LEASE

This lease is made at Vermilion, Ohio, the [x] day of [x], 20[x], between **HEIDELBERG BEACH ASSOCIATION**, a corporation not for profit, organized under the laws of the State of Ohio, and having its principal office in the Township of Vermilion, Erie County, Ohio, hereinafter called the Lessor, and [x] hereinafter called the Lessee.

Lessor hereby lets and leases unto the lessee and [x] heirs, executors, administrators, the following described property:

*Situated in the Township of Vermilion, County of Erie, and the State of Ohio, and known as being Lot Number [x] as designated on a plat adopted by **Heidelberg Beach Association**, the same being a part of Lot Number 2, Section 4, in said Township.*

To have and to hold the same for the term of ninety-nine (99) years commencing on the first day of [x], 20[x], and ending on the last day of [x], 20[x], upon the terms and conditions herein mentioned.

Lessee has paid to the Lessor, or to a predecessor in title of the Lessor, a sum which has been accepted in full payment for all rental under this lease and under any renewal thereof.

If Lessee, [x] heirs, executors, administrators, shall have complied with all of the terms of this Lease and if it shall then be in effect, the Lessee, [x] heirs, executors, and administrators shall have the right and option to renew this Lease for an additional term of ninety-nine (99) years from and after the end of the term hereof, and under similar terms shall have the option for successive terms of ninety-nine (99) years renewable forever.

Lessee agrees to pay or reimburse Lessor for the payment of all taxes and assessments assessed against the demised premises and to pay a proportionate share of all taxes and assessments assessed on all lands of the Lessor in the **Heidelberg Beach Association** Subdivision aforesaid which are not leased, whether held for common use of all members or held for lease, such proportionate share to be determined and allocated by the trustees of the Lessor on such equitable basis as said Board of Trustees may establish.

Lessee shall comply and conform with all statutes, ordinances and other governmental regulations relating to the use and occupancy of said premises, specifically including sanitary and police regulations.

The demised premises shall be used for residential purposes only, no dwelling shall be designed for or used by more than one family and not more than one dwelling shall be erected on any lot. No building shall be erected on any lot until the plans and specifications therefor shall have been submitted to and approved in writing by the Lessor.

Lessee further agrees to pay all water rents and other utility charges levied or assessed against said premises during the term hereof; and in case any such rents or other charges are not levied or assessed specifically against the demised premises, the Lessee shall pay to the Lessor for water or other utilities consumed on the basis of a reasonable apportionment thereof made by Lessor.

Lessee shall use and occupy said premises in a careful, safe and proper manner, will not allow said premises to be used for any purpose or in any way other than that hereinbefore specified, will not sublet said premises or any part thereof, nor assign this Lease without in each case the written consent of the Lessor first had, will not permit any transfer by operation of law of Lessee's interest in the demised premises, and will maintain the yard and improvements thereon in good condition and repair.

Lessor reserves the right of access to said premises at reasonable times for the purpose of inspection and making repairs; and reserves the right and easement to lay conduits, sewer and water pipes and to erect poles for electric and telephone wires in and through the demised premises.

It is mutually agreed that in the event Lessee shall fail to pay any tax, assessment or other charge when the same becomes due, or fails to perform any of the other covenants imposed upon Lessee by the terms hereof and in the further event that such default is not cured within six months after notice in writing of such default is delivered to Lessee, or left on the premises, Lessor may thereupon terminate this Lease. Lessee shall have the right to remove any improvements made to said premises by Lessee or [x] predecessor in interest and any damage occasioned by said removal shall be repaired by the Lessee, and the premises restored to their original condition, or such other provisions may be made by the parties as they may then agree upon, but unless said improvements shall have been removed by the Lessee within two years after the expiration of said six-month period, the Lessee shall have no further right to remove the same, and said Improvement shall become and remain the property of the Lessor.

This Lease and the rights of the Lessee thereunder shall be subject to all regulations heretofore or hereafter adopted by the Lessor relating to the use and occupation of all leased lands, and/or the use in common by all lessees of lakefront, beach, parks and other lands of the Lessor devoted to the common use of its members.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year above written.

LESSOR:

HEIDELBERG BEACH ASSOCIATION  
an Ohio not for profit corporation

By: \_\_\_\_\_  
\_\_\_\_\_, President

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

LESSEE:

\_\_\_\_\_

[x]

\_\_\_\_\_

[x]

STATE OF OHIO    )  
                          ) SS.  
COUNTY OF ERIE    )

The foregoing instrument was acknowledged before me and signed in my presence this [x] day of [x], 20[x], by [x], the President of the Heidelberg Beach Association, an Ohio not for profit corporation and [x] the Secretary of the Heidelberg Beach Association, an Ohio not for profit corporation, who each acknowledged the signing of the forgoing instrument as the free act and deed of the said corporation and the free act and deed of each of them personally as such officers.

\_\_\_\_\_  
Notary Public

STATE OF OHIO    )  
                                  ) SS.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me and signed in my presence this [x] day of [x], 20[x], by [x] and [x].

\_\_\_\_\_  
Notary Public

This Instrument Prepared By: The Heidelberg Beach Association  
West Lake Road  
Vermilion, Ohio 44089