

## CWGC LEASE 2021 WORKSHEET

### **HOURS OF OPERATION** – Sunday through Thursday open till 10 PM, Friday & Saturday open till 11 PM

2.2.1.4.2. Hours of Operation. All outdoor golf play and practice, use of indoor driving ranges, indoor practice putting and chipping areas and covered and/or partially covered bays shall be conducted between dawn until 10:00 pm on Sunday through Thursday and until 11:00 pm on Friday and Saturday. Notwithstanding the above, the stated hours of operation shall not apply to or otherwise restrict maintenance of or service requirements to the Property.

### **EXTERIOR LIGHTING** – Follow International Dark Sky Guidelines

2.2.1.4.3 Exterior Lighting Restrictions. Except for emergency building lighting for compliance with the International Building Code, building accent lighting, lighting of indoor and outdoor driving ranges, indoor practice putting and chipping areas and covered and/or partially enclosed bays, decks and patios, security lighting of common areas, ingress and egress lighting, ground level illumination not to exceed International Dark Sky Guidelines of driving range golf ball landing areas, and off-street parking lot lighting, all other exterior lighting is strictly prohibited unless approved in advance in writing by the City. Except as above specifically set forth, no portion of the golf course and/or exterior golf practice facilities including the putting and chipping areas, driving range, and/or golf instructional areas shall be illuminated.

### **SYNTHETIC TURF** – Allow synthetic turf in golf areas

2.2.1.4.4 Synthetic Turf Prohibited. Except for the driving range, driving range ball landing areas, adjacent putting greens and teebox hitting mats, synthetic turf or similar product(s) is prohibited, unless approved in advance in writing by the City.

### **FOOD & BEVERAGE SERVICE** – Allow food and beverage to be sold in all areas

2.2.1.4.5 Beverage and Food Service. Beverage and food service are permitted to golfers, guests, observers, caddies, or observers and other persons using and otherwise incidental to and/or associated with permitted uses and golf activities, including, but not limited to, uses on and off the golf course, indoor driving ranges, indoor practice putting and chipping areas, covered and/or partially enclosed bays, golf pro shops, retail spaces, grill/food/beverage service and eating areas, office spaces and special events. Notwithstanding the above, Tenant shall maintain and publish in conspicuous places at all times a strict behavior and dress code policy, which among other things, will discourage the sale to and the consumption of alcoholic beverages by anyone not permitted by local and state laws, by anyone who, by casual observation, is intoxicated, unruly, threatening, inebriated, tipsy, and /or not in control of his/her faculties, a violation of which will result in any such person(s) being immediately removed from the premises and the repeated violation of which will cause such person(s) to be barred from thereafter entering the premises.

### **LANDLORD RIGHT TO TERMINATE LEASE** – Twenty-year initial term with five years to vacate with buyout of business

#### SECTION 27

Subject to the notice and compensation provisions hereinafter set forth, and the determination by the Franklin Board of Mayor and Aldermen ("BOMA") that the land comprising the Leased Premises is needed for a valid and identifiable public use, Landlord shall have the right, with prior written notice having been delivered to Tenant and by the formal and public action of BOMA in compliance with its Charter, to terminate this Lease at any time after the initial twenty (20) years of the Lease term. In the event Landlord shall exercise its right to terminate this Lease in accordance with the above action of BOMA, this Lease shall then terminate on that date that is five (5) years following the date such action shall have been taken by BOMA. In the event this Lease is terminated in accordance with the above action of BOMA, Landlord shall pay to Tenant upon such date of termination a cash sum equal to the greater of (a) the fair market value of the Improvements, as determined by the average of three appraisals performed by three qualified appraisers with one appraiser selected by Landlord, one selected by Tenant and one selected by the two appraisers having been selected by Landlord and Tenant, (b) the

fair market value of Tenant's leasehold interest in the Leased Premises as determined by the average of three appraisals performed by three qualified appraisers with one appraiser selected by Landlord, one selected by Tenant and selected by the two appraisers having been selected by Landlord and Tenant, or (c) a sum equal to the average of the net profits, as customarily determined by generally acceptable accounting procedures, having been realized by Tenant from its ownership and operation of the Leased Premises during the first twenty-five (25) years of the Lease Term multiplied by ten (10).

## **ADDITIONAL LANGUAGE FOR PATRON CONDUCT –**

### SECTION 5

#### **Golf instruction by certified golf teaching professionals**

5.1 All instructional, teaching, and coaching activities will be supervised and conducted by certified golf teaching professionals.

#### **Activities centered on golf**

5.2 All operations and activities on the Premises shall be centered upon and ancillary to the operation of the Multi-Recreational Golf Facility, as hereinabove defined, with the primary emphasis being the learning, observing, practicing, playing, and competing in the game of golf.

#### **Exterior lighting will follow International Dark Sky Guidelines Subsection 1G which addresses outdoor recreational and/or athletic field lighting**

5.3 The exterior lighting of those parts of the Premises used as landing areas for golfballs shall be designed to preserve and protect the nighttime environment and dark skies through environmentally responsible outdoor lighting. In this regard, all such lighting shall comply with the International Dark Sky Guidelines Subsection 1G which addresses outdoor recreational and/or athletic field lighting, which standards shall be in addition to and not in lieu of governing zoning ordinances. Notwithstanding the above, flashing or strobe lighting shall not be permitted on the Premises.

#### **No loud music**

5.4 Unless at a Special Event permitted pursuant to subsection 2.2.1.4.1 and then only in compliance with governing ordinances of the City, not permit, allow or cause to occur or exist on the golf course, indoor driving ranges, indoor practice putting and chipping areas, covered and/or partially enclosed bays, golf pro shops, retail spaces, grill/food/beverage service and eating areas, and office spaces the playing of loud music, productions or programs.

#### **Patrons must comply with dress and behavior code**

5.5 All persons, including, but not limited to, staff and members of the public, using the Multi-Recreational Golf Facility will be required to accept and comply with the dress and behavior code promulgated from time to time by the United States Golf Association and its successor entity(ies).

#### **All public and semi-public areas of Multi-Recreational Golf Facility will be under video surveillance and staffed with qualified security personnel.**

5.6 All public and semi-public areas of the Multi-Recreational Golf Facility, including, but not limited to, the golf hitting bays, shall be under surveillance by video devices, with all such areas being staffed with qualified security personnel. Persons using the Multi-Recreational Golf Facility, who are observed to be intoxicated or unruly shall be requested to immediately leave the Premises and if such person(s) refuse to immediately leave the Premises Tenant shall summon local law enforcement to physically remove such person(s) from the Premises.

**All persons using the Facility will execute a Use Agreement (Players Card) to agree to comply with rules and regulations of the Facility**

5.7 All adult persons using the Multi-Recreational Golf Facility shall be execute a Use Agreement, which, among other things reflects such persons' agreement to comply with the rules and regulations of the Facility and upon the breach of the provisions, terms and conditions of such Use Agreement will result in such persons not being permitted to further use or otherwise reenter the Multi-Recreational Golf Facility for any purpose whatsoever. The persons executing such Use Agreement will upon such execution be issued a "Use Card", which he/she must have on their person at all times when upon the Premises.