

CITY OF ALLIANCE
DEERCREEK AND WALBORN RESERVOIRS
LEASE AGREEMENT

This agreement by and between the **City of Alliance** (hereinafter called the "City" and the **Stark County Park District** (hereinafter called the "Park District"),

WITNESSETH:

WHEREAS, the City has determined that the real estate described has been primarily used to provide clean safe water supply to the City; and

WHEREAS, the subject real estate has tremendous potential to provide park, recreation and conservation activities to the public; and

WHEREAS, the Park District is political subdivision organized under the laws of the State of Ohio pursuant to Ohio Revised Code Chapter 1545, for the purpose of acquiring, planning, developing, protecting, maintaining, or improving lands and facilities thereon under Ohio Revised Code Section 1545.11 for park and recreation purposes and for the conservation of natural resources; and

WHEREAS, the Park District currently has the resources to develop, operate, and maintain this real estate for public park, recreational and conservation activities; and

WHEREAS, the City has determined that public park, recreational and conservation activities on the real estate are compatible with the continuing use of the real estate to provide a clean safe water supply; and

WHEREAS, the City has authorized the Director of Public Safety and Service, pursuant to Ordinance No. 162-97 enacted, December 15, 1997 to lease said real estate to the Park District to develop, operate, and maintain as park lands open to the public for the benefit and general welfare of the citizens of Alliance and all of Stark County; and

WHEREAS, the Park District is desirous of leasing said real estate from the City and thereby utilizing this resource available from the City for public park, recreational and conservation activities;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the City agrees to lease for park purposes to the Park District for the sum of One Dollar (\$1.00) per year for a term of Twenty Five (25) years, which shall be renewable as provided herein, the described real estate excepting therefrom any portion of the described real estate which lies within the boundaries of existing road rights of way:

DEER CREEK RESERVOIR REAL ESTATE

All parcels owned by the City of Alliance know as Deer Creek Reservoir located in Stark County, Ohio, Lexington Township Sections 2, 3, 10 and 11 listed in Exhibit "A".

WALBORN RESERVOIR REAL ESTATE

All parcels owned by the City of Alliance know as Walborn Reservoir located in Stark County, Ohio, Lexington Township, Sections 5, 6, 7 and 8 and Marlboro Township, Sections 1, 2, 11 and 12 and Portage County, Ohio, Atwater Township, listed in Exhibit "A".

The Park District hereby covenants and agrees with the City as follows: .

- (1) Park District will timely pay all rents to City as they are due.
- (2) Park District will pay all charges and bills for all utilities used on any premises which are the subject of this lease, including water, sewer, gas and electric current which may be assessed or charged against the Park District during the term or any extension of this lease excepting those utilities necessary to maintain and operate the water control and water distribution system of the City located on the subject real estate.
- (3) Park District will use and occupy the lands described herein in a careful, safe and proper manner for public purposes consistent with the Ordinances of the City, rules and regulations adopted by the Park District, this lease, and the Bylaws of the Park District.
- (4) Park District will not commit or suffer any waste upon the premises leased herein.
- (5) Park District will use and occupy said described lands only for park, recreation and conservation purposes as set out and in conformity with

applicable sections of the Ohio Revised Code and the Bylaws adopted by the Stark County Park District.

- (6) Hunting shall be permitted and continued on the land pursuant to appropriate rules and regulations.
- (7) Park District will not assign this lease nor sublet said premises, nor any part thereof, without the written consent of the City except for agreements with the Division of Wildlife to obtain assistance to maintain and develop good conservation practices, fish stocking, wildlife habitat development, wildlife population control, and wildlife related recreation.
- (8) Park District may make such alterations to the leased premises as are within the express powers of the Park District or necessarily implied therefrom provided such alterations are approved by the Director of Public Safety and Service of the City prior to construction or implementation and do not adversely affect water quality, access to the water control structures, devices and appurtenances and water distribution system already in existence.
- (9) Park District will permit the City, or its agents, to enter upon said premises at all reasonable times to examine the conditions of the same and at anytime necessary to maintain water control structures, devices and appurtenances and water distribution system.

- (10) The City shall be permitted to take any and all actions concerning the reservoirs such as aeration which may be necessary to maintain and protect the drinking water quality and supply.
- (11) If this lease is not renewed as herein provided, Park District will surrender and deliver up said premises at the end of the term in as good order and condition as the same are now, or may be put by said Park District, reasonable use and natural wear and tear thereof and damage by fire or unavoidable casualty excepted.
- (12) The failure of the City to enforce rights and to seek remedies upon any default of the Park District with respect to the obligations of the lease hereunder, or any of them, shall not prejudice or affect the rights or remedies of the City in the event of any subsequent default of the Park District.
- (13) Park District shall keep in proper repair and maintain all buildings currently located on or constructed hereafter by the Park District on the subject real estate.
- (14) Park District shall insure all buildings currently located on or constructed hereafter by the Park District on the subject real estate and grounds against losses for fire, theft, vandalism, or lightning. Park District shall, insofar as lawfully permissible, insure the buildings and grounds against risks of personal and loss of life due to negligence by the Park District, its agents, or employees.

- (15) Park District shall hold harmless, indemnify, and defend the City against those risks described hereinabove.
- (16) The City may, with prior notice to the Park District, grant easements for such public uses as roadways, water, sewer and other utilities as the City may deem necessary or desirable provided said easements do not permanently prevent the Park District from using the subject property as defined by this lease.
- (17) Any fixtures constructed by the Park District remaining at the end of the lease period shall remain the property of the City.
- (18) The City will be responsible for all facilities associated with the maintenance of and delivery of water supply from the subject real estate to the City of Alliance water treatment and distribution system including but not limited to dams, dikes, levees, spillways, emergency spillways, water intake and water distribution facilities.
- (19) This lease shall be renewable upon the same terms and conditions set forth herein by written notice to the City, not less than ninety (90) days prior to the expiration hereof.
- (20) This lease may be terminated by the City for cause upon one hundred eighty days (180) written notice to the Park District. In the event of the termination of this lease agreement, the Park District shall be compensated by the City for the reasonable value of major capital improvements made by the Park District to or on the real estate. The

reasonable value shall be agreed upon by the Park District and City prior to the time the capital improvement is made by the Park District.

- (21) This lease may be modified by the agreement of the parties at any writing executed in like manner as this lease.
- (22) This lease is governed by the Agreement between the City of Alliance and the United States Army Corps of Engineers dated February 17, 1967, establishing water surface elevations for the reservoirs, and any other existing agreements between the City and the Corps of Engineers concerning the reservoirs.

IN WITNESS WHEREOF, we have caused our signatures to be affixed this 29th day of December 1997.


Witnessed:

CITY OF ALLIANCE STARK AND
MAHONING COUNTIES, OHIO

Nancy A. Woffler
Connie Hobbs

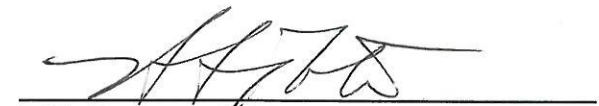
H. John Snyder
BY: H. John Snyder, Director of
Public Safety and Service
Authorized by Ordinance No. 162-97

Witnessed:



Nancy Woffler

STARK COUNTY PARK DISTRICT



BY: Robert A. Fonte
Park Director/Project Manager
Authorized by Resolution No. 97-191

STATE OF OHIO
COUNTY OF STARK

Be It Remembered, that on the 27th day of December, 1997, before me,
a Notary Public in and for said county came THE CITY OF ALLIANCE, by H.
John Snyder, Director of Public Safety and Service, the Lessor in the foregoing
Lease, and acknowledged the signing thereof to be its free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed
my official seal on the day and year last aforesaid.



Notary Public

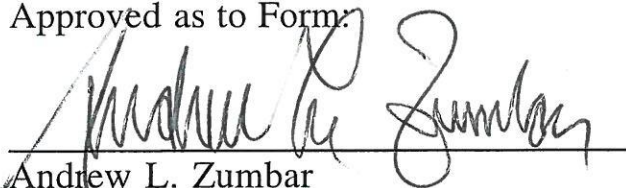
KATHI L. KIBLER, Notary Public
State of Ohio
My commission expires May, 27, 2000

STATE OF OHIO
COUNTY OF STARK

Be It Remembered, that on the 9th day of December, 1997, before me a Notary Public in the State of Ohio came the STARK COUNTY PARK DISTRICT, by Robert A. Fonte, Park Director/Project Manager, the Lessee in the foregoing Lease, and acknowledged the signing thereof to be its free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Approved as to Form:



Andrew L. Zumbar
Law Director



Notary Public
CONNIE MOHR, Notary Public
State of Ohio
My Commission Expires April 8, 1999

This instrument prepared by:
CITY OF ALLIANCE
Law Directors Office
470 East Market Street
Alliance, OH 44601
Telephone (330) 823-6610

EXHIBIT "A"

DEER CREEK RESERVOIR REAL ESTATE PARCELS

All parcels owned by the City of Alliance know as Deer Creek Reservoir located in Stark County, Ohio, Lexington Township Sections 2, 3, 10 and 11 listed as follows:

<u>TAX MAP</u>	<u>RECORD BOOK REF.</u>	<u>PARCEL #</u>	<u>ACREAGE</u>
Lexington 2-19-6 Section 2	2001:531	2880026	20.19
	2141:156	2880025	0.61
	2137:520	2880027	28.56
	1089:209	2880276	41.22 USA
Lexington 3-19-6 Section 3	1894:165	2880032	95.04
	2037:4621	2880029	19.04
	2007:115	2880030	36
	2038:205	2880031	77.5
	2009:181	2880028	12.35
	1398	2880279	218.57 USA
Lexington 10-19-6 Section 10	2038:205	2880047	91
	2065:303	2880046	61.08
	2038:205	2880045	56.7
Lexington 11-19-6 Section 11	2038:585	2880051	11.78
	2056:327	2880052	12.66
	2009:07	2880048	3.57
	2009:07	2880050	7.87
	982:164	2880053	123.41
	1396:564	2880288	48.35 USA
	1412:128	2880289	51.26 USA

Walborn Reservoir Parcel

All parcels owned by the City of Alliance know as Walborn Reservoir located in Stark County Ohio, Lexington Township, Sections 5, 6, 7 and 8 and Marlboro Township, Sections 1, 2, 11 and 12 and Portage County, Atwater Township listed as follows:

<u>TAX MAP</u>	<u>RECORD BOOK REF.</u>	<u>PARCEL #</u>	<u>ACREAGE</u>
Lexington 7&8-19-6 Section 7&8	3437:140	2880043	89.82
	3437:152	2880040	11
	3187:664	2880041	1.3
Lexington 5&6-19-6 Section 5&6	3286:614	2880038	76.726
	3083:452	2880034	51.68
	3045:108	2880033	7.82
	3045:110	2880036	12.93
	3039:88	2804524	9.64
	3437:152	2880037	36
	3437:140	2880035	68.35
Marlboro 1-20-7 Section 1	3437:156	3180023	5.505
	3512:186	3180025	10.84
	3045:104	3180024	10.1
	3549:217	3180021	69.68
	3287:266	3180026	19.166
Marlboro 2-20-7 Section 2	3286:617	3180029	0.79
	3186:619	3180027	37.747
Marlboro 11-20-7 Section 11	3437:133	3180042	43.94
	3437:133	3180040	31.81
	3582:527	3180039	4.52
	3437:126	3180037	10.563
	3437:126	3180036	8.756
	3045:100	3180041	37.4
	3045:102	3180034	1.38
	3582:558	3180038	15.55
	3289:63	3180032	0.42
Marlboro 12-20-7 Section 12	3754:269	3180033	1.35
	3437:148	3180048	78.41
	3437:137	3180049	80
	3045:106	3180043	1.62
	3437:144	3180047	73.641
	3437:133	3180044	31.81
	3115:210	3180045	12.5
	1135:468	3180096	44.04

Walborn Reservoir, Portage County, Atwater Township

<u>LOT NO.</u>	<u>PARCEL #</u>	<u>ACREAGE</u>
75 SW	01-021-00-00-003-000	.40
76 A11	01-021-00-00-002-000	13.72
77 A11	01-021-00-00-001-000	9.63
78 NW	01-013-00-00-009-000	9.77
78 SW	01-013-00-00-008-000	3.12
79	01-013-00-00-007-000	3.21
84	01-006-00-00-002-000	6.20
85 A11	01-006-00-00-001-000	100.50
86 SW	01-014-00-00-015-000	4.62
86	01-014-00-00-011-000	21.46
86 E	01-014-00-00-010-000	8.47
86 SW	01-014-00-00-008-000	20.00
86 SW	01-014-00-00-007-000	14.88
86 SW	01-014-00-00-006-000	9.00
87 N	01-014-00-00-014-000	2.50
87 SE	01-014-00-00-013-000	8.40
87	01-014-00-00-012-000	46.96
88 NE	01-022-00-00-016-000	29.64
88 SE	01-022-00-00-015-000	18.00
88 SW	01-022-00-00-014-000	12.77
88 E	01-022-00-00-013-000	17.69
88 NW	01-022-00-00-012-000	6.64
88 NE	01-022-00-00-011-000	11.09
89 Par 82 Vac RR	01-030-00-00-021-000	4.20
89	01-030-00-00-020-000	43.34
99	01-030-00-00-038-000	42.78
100 M	01-022-00-00-009-000	22.32
100 M	01-022-00-00-010-000	17.95
100 S	01-022-00-00-008-000	22.27
117 SE	01-015-00-00-005-000	3.46
118 NE	01-007-00-00-034-000	6.66
118	01-007-00-00-033-000	8.02
118	01-007-00-00-032-000	18.45
118 SE	01-007-00-00-031-000	7.26
118 SE	01-007-00-00-026-000	1.51

Walborn Reservoir, Portage County, Atwater Township Continued:

<u>LOT NO.</u>	<u>PARCEL #</u>	<u>ACREAGE</u>
118 SE	01-007-00-00-025-000	.76
118 S	01-007-00-00-023-000	32.41
118 W	01-007-00-00-022-000	7.26

NOTE: THE ABOVE DESCRIPTIONS ARE FOR SUMMARY PURPOSES ONLY AND ARE NOT TO BE CONSTRUED AS LEGAL DESCRIPTIONS OF THE REAL PROPERTY DESCRIBED.