

LICENSE AGREEMENT

This Agreement is made this _____ day of _____, 2021, by and between the STARK COUNTY PARK DISTRICT, an Ohio political subdivision, of 5300 Tyner Street NE, Canton, Ohio 44708, hereinafter called the “Licensor”, and CITY OF CANAL FULTON, an Ohio municipal corporation of 155 East Market Street, Canal Fulton, Ohio 44614, and its Lessee, TOM BAUER dba COPPER CREEK CARRIAGE of 14151 Sousa Street, North Lawrence, Ohio 44666, hereinafter collectively called the “Licensee”.

RECITALS

The Licensor is the lessee of the following described real property:

Situated in Stark County, Ohio, and in part in Sections 4 and 5 in Lawrence Township, Town 1 North, Range 10 West, of the Muskingum River Survey, and being all of the Ohio and Erie Canal as set forth in the deed from the Governor of the State of Ohio to the Board of County Commissioners of Stark County, Ohio dated September 3, 1964 and filed for record September 25, 1964 in Stark County, Ohio Deed Record Volume 3038, Page 470 and containing 25.27 acres, more or less.

Stark County Auditor’s Permeant Parcel Nos. 9580074, 9580073 and 2680020.

and the Licensee desires to exercise certain rights and privileges on the above-described property.

It is agreed as follows:

Licensor hereby grants to Licensee the right to use the waters of the Ohio and Erie Canal and the adjacent towpath on the above-described property to operate the St. Helena III canal boat for the transportation and recreation of Licensee’s patrons from St. Helena Heritage Park to Lock IV Park and back for the 2021 and 2022 summer seasons (May 1st thru October 1st).

The Licensee agrees to maintain an insurance policy with the liability of One Million Dollars (\$1,000,000.00) for injury or death to persons and Two Hundred Fifty Thousand Dollars (\$250,000.00) for damage to property, and naming the Licensor and the property owner, The Board of Commissioners of Stark County, Ohio, as additional insureds.

In consideration for this agreement, the Licensee shall pay to Licensor the sum of Ten Dollars (\$10.00).

EXHIBIT A-7_C_21-04-029_License_Agreement_St._Helena_III_Canal_Boat_Operations

This license is personal to the Licensee. It is non-assignable, any attempt to assign this license will terminate the license privileges granted to Licensee.

This agreement is terminable by either party at will by giving actual notice to the other party.

IT WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

STARK COUNTY PARK DISTRICT, an Ohio political subdivision - Licensor

By: _____
Robert A. Fonte, Director

CITY OF CANAL FULTON, an Ohio political subdivision - Licensee

By: _____
William Rouse, City Manager

TOM BAUER dba COPPER CREEK CARRIAGE

Approved as to legal form and sufficiency:

WILLIAM F. MORRIS
Counsel for the Stark County Park District

Approved as to legal form and sufficiency:

SCOTT FELLMUTH, Law Director
City of Canal Fulton

Approved:

THE BOARD COMMISSIONERS OF STARK COUNTY, OHIO

Bill Smith

Janet Weir Creighton

Richard Regula

Date: _____