

MODIFICATION OF LEASE AGREEMENT

This Modification of Lease Agreement by and between the Board of Stark County Commissioners (hereinafter call the “Board”) and the Stark County Park District (hereinafter called the “Park District”),

WITNESSETH:

WHEREAS, the Board has previously determined that certain real estate was no longer needed for public purposes by the Board and, pursuant to the provisions of Section 307.09, Ohio Revised Code, leased said real estate to the Park District, as manifested in the prior Resolutions of the Board, dated the 18th day of August, 1983 and the 1st day of May, 1997, and by Lease Agreement dated the 1st day of May, 1997, Lease Agreement (Sippo Lake Parcel, Tract No.2) dated the 9th day of August, 2004 and Modification of Lease Agreement (Aqueduct Bridge) dated the 22nd day of February, 2013

WHEREAS, the Board is desirous of enhancing the ability of the Park District to operate and maintain park lands open to the public for the benefit and general welfare of the citizens of Stark County; and

WHEREAS, the Board and the Park District desire to delete from the Lease Agreement the following: (1) the Faircrest Park Parcel set forth on “Exhibit F”, and (2) the Faircrest Retention Basin Parcel set forth on “Exhibit G”; and

WHEREAS, the Board and the Park District desire to add the following lands to the Lease Agreement: Being the Feeder Canals as set forth in the Governor's Deed to the Stark County Commissioners, recorded in Volume 6, Page 138 New Deeds State Canal Lands, Land Office, Auditor of State, and the easement granted to the Stark County Board of Commissioners as set forth in Instrument No. 96028274, for the limited purpose of the maintenance of water supply all in conformity with Settlement agreement in Stark County Common Pleas Court Case No. 1995 CV 01598-~~1222-22-274~~; and

WHEREAS, the Board and the Park District desire to extend the term of the Lease Agreement dated May 1, 1997 for an additional thirty-two (32) years to expire on October 26, 2054 and extend the term of the Modification of Lease Agreement, dated February 22, 2013, for an additional twelve (12) years to expire on October 26, 2054.

WHEREAS, the Board and the Park District desire to amend the renewable term of the Lease Agreement, as modified, to fifty-thirty-two (5032) years, so long as the lands leased hereby are not needed for public use by the Board.

WHEREAS, the Board and the Park District desire to modify the terms of the Lease Agreement to provide: (1) Notice to the Park District of proposed easements for public uses over the leased lands and the acceptance and consideration by the Board of comments by the Park District regarding the impact and/or damage such easement will have on the Park District; and (2) That the Park District is released from liability for any hydrological damage/maintenance caused by storm water systems, e.g. dams and storm drainage systems that Stark County discharges into or upon any park lands; and (3) That in the sale/lease of any mineral rights, the Board shall place a reasonable restrictions upon any surface disturbance of the land in the development of any such mineral rights. Further, the

Board will provide written Notice of such proposed sale/lease and accept and consider comments from the Park District regarding impact and/or damage such sale/lease will have on the Park District prior to finalizing any such/sale lease. ~~Further, the sharing of royalties from such sale/lease between the Board and the Park District may shall be discussed/negotiated at the time of such sale/lease; and~~

WHEREAS, Item 17 of the Lease Agreement, dated May 1, 1997, provides that “[this] lease may be modified by agreement of the parties at any time in writing executed in like manner as this lease”.

NOW, THEREFORE, in consideration of the mutual promises heretofore made and the covenants contained herein, the Board hereby modifies its Lease Agreement dated May 1, 1997, as modified by Agreement dated February 22, 2013, to lease for park purposed to the Park District, for the sum of One Dollar (\$1.00) per year, for a renewable term of fifty (50) years, the real estate described in attached “Exhibit A”, EXCEPTING THEREFROM ANY PORTION OF THE DESCRIBED REAL ESTATE WHICH LIES WITHIN THE BOUNDARIES OF EXISTING ROAD RIGHTS OF WAY:

PETROS PARK PARCEL
(SEE EXHIBIT A ATTACHED)

- Tract No. 1 Part of the Northeast Quarter of Section 26, Township 10 (Perry), Range 9, Stark County, Ohio, containing 11.434 acres, more or less.
- Tract No. 2 Part of the Northeast Quarter of Section 26, Township 10 (Perry), Range 9, Stark County, Ohio, containing 58.017 acres, more or less.
- Tract No. 3 Part of the Northeast Quarter of Section 26, Township 10 (Perry), Range 9, Stark County, Ohio, containing 35.455 acres, more or less.

Tract No. 4 Part of the Northeast Quarter of Section 26, Township 10 (Perry), Range 9, Stark County, Ohio, containing 2.398 acres, more or less.

LOCK FOUR CANAL LANDS PARCEL

(SEE EXHIBIT B ATTACHED)

Parts of Sections 30 and 31, Jackson Township, Town 11 North, Range 9 West of Ohio River Survey, and part of Section 6, Perry Township, Town 10 North, Range 9 West of Ohio River Survey, containing 21.73 acres, more or less, EXCLUDING that portion that may be occupied at this time by U.S. Route No. 21.

SIPPO LAKE PARCEL

(SEE EXHIBIT C ATTACHED)

Tract No. 1 Parts of Northeast Quarter of Section 11, Southeast Quarter of Section 2, Southwest Quarter of Section 2, Northwest Quarter of Section 11, Township 10, Range 9, Perry Township, Stark County, Ohio, containing 100 acres, more or less.

Tract No. 2 Part of the Southwest Quarter of Section 2, part of the Northwest Quarter Section 11, part of the Northeast Quarter Section 10, Township 10 (Perry), Range 9, Stark County, Ohio, containing 134.67 acres, more or less, together with interest in a private roadway, EXCEPTING THEREFROM THE FOLLOWING:

(A) A tract situated in Southwest Quarter Section 2, Perry Township, Stark County, Ohio, being a 15-foot-wide strip along the south side of Hess Road as dedicated in Plat Book 21, Page 7 of Stark County Records.

(B) A tract of land situated in the Northeast Quarter Section 10, Perry Township, Stark County, Ohio containing 12 acres, more or less.

(C) A tract situated in part of Southwest Quarter Section 2, part of Northeast Quarter Section 10, and part of Northwest Quarter Section 11, Township 10 (Perry), Stark County, Ohio, containing 78.62 acres, of which 28.93 acres are in Section 2, 16.96 acres are in Section 10 and 32.73 acres are in Section 11.

Tract No. 3 Part of Southwest Quarter Section 2 and Northwest Quarter Section 11, Township 10 (Perry), Range 9, Stark County, Ohio, containing 22.77 acres, more or less, EXCEPTING THEREFROM that part of the above-

- described real property conveyed to Sada M. Bowling recorded in Deed Volume 2135, Page 225 of Stark County Records.
- Tract No. 4 Part of the Northeast Quarter Section 11, Township 10 (Perry), Range 9, Stark County, Ohio, containing 7.26 acres, more or less.
- Tract No. 5 Part of Northeast Quarter Section 10, part of Northeast Quarter Section 11 and part of Southwest Quarter Section 2, Township 10 (Perry), Stark County, Ohio, containing 64.2227 acres, more or less, of which 1.5040 acres is in the Northeast Quarter Section 10, 32.56065 acres in Northwest Quarter Section 11 and 30.1582 acres are in Southwest Quarter Section 2.

DEVONSHIRE PARCEL
(SEE EXHIBIT D ATTACHED)

- Tract No. 1 Situated in the Township of Jackson, County of Stark and State of Ohio:
- Known as and being part of Lot Number 146 in Devonshire Heights Number 7, as recorded in Plat Book 39, Page 144 in the Stark County Records of Pats, and being located in the Northwest Quarter of Section 26, Township of Jackson, County of Stark and State of Ohio, and containing 0.5946 acre of land more or less, as surveyed by Shisler & Associates in December of 1977.

Reserving a 20-foot strip of land off the entire south side of the above-described tract for drainage easement.

~~Subject to the Jackson Township Parking Lease with the Board of Stark County Commissioners set to expire on the _____ day of _____~~

- Tract No. 2 Situated in the Township of Jackson, County of Stark and State of Ohio: Known as being part of the Southwest Quarter of Section 23, Township of Jackson, County of Stark, State of Ohio and containing 1.097 acres of land, more or less, as surveyed by Shisler & Associates in July of 1982, but subject to all legal highways and any and all easements, reservations or restrictions that may be of record pertaining to the above-described tract of land.
- Tract No. 3 Situated in the Township of Jackson, County of Stark and State of Ohio and known as being Lot Number 138 in Devonshire Heights Allotment No. 6 as recorded in Plat Book No. 38, Page 109.
- Tract No. 4 Situated in the Township of Jackson, County of Stark and State of Ohio and known as being Lot Number 145 in Devonshire Heights Allotment No. 7 as recorded in Plat Book No. 39, Page 144.

Tract No. 5 Situated in the Township of Jackson, County of Stark and State of Ohio: and known as being Lot Numbers 189 and 193 in Devonshire Heights Allotment No. 7 as recorded in Plat Book No. 39, Page 144.

Tract No. 6 Situated in the Township of Jackson, County of Stark and the State of Ohio: and known as and being Lot Numbers 147, 152, 153, 154, 155, 156, 157, 158, 159, 160, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 167, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, and 192 in Devonshire Heights Allotment No. 7, Jackson Township Stark County, Ohio, as recorded in Plat Book 39, Page 144, Stark County Records.

Tract No. 7 Situated in the Township of Jackson, County of Stark, and the State of Ohio, and known as and being Lot Number 146 in Devonshire Heights Allotment Number 7, Plat Book 39, Page 144 of the Stark County Plat Records, EXCEPTING therefrom that portion described in exhibit D hereto and containing 0.5946 acre of land, more or less, as surveyed by Shisler & Associates in December of 1977.

Reserving a 20-foot strip of land off the entire south side of the above-described tract for drainage easement.

Tract No. 8 Situated in the Township of Jackson, County of Stark, and the State of Ohio and known as and being Lot Number 104 in Devonshire Heights Allotment Number 3 as recorded in Plat Book 35, Page 24 of the Stark County Plat Records, EXCEPTING therefrom that portion described in exhibit D hereto containing 1.038 acres of land.

Tract No. 9 Situated in the Township of Jackson, County of Stark and State of Ohio:

Known as and being a part of the Southwest Quarter of Section 23 and part of the Southeast Quarter of Section 23 in Township 11 (Jackson Township, Range 9, Stark County, Ohio and being more particularly bounded and described as set forth in a survey attached hereto drafted by Robert A. Miller, Reg. Surveyor No. 4628, and containing 41.170 acres of land.

CANAL LANDS PARCELS

(SEE EXHIBIT E ATTACHED)

Tract No. 1 Situated in Stark County, Ohio and in the Northwest Quarter of Section 9, in Bethlehem Township, town North, Range 9 West, of the Ohio 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 468 and containing 2.72 acres, more or less.

- Tract No. 2 Situated in Stark County, Ohio, and in part of 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 2, 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.
- Tract No. 3 Situated in Stark County, Ohio, and in part in Sections 30 and 31 in Jackson Township, Town 11 North, Range 9 West, of the Ohio River Survey, and in part of Section 6 in Perry Township, Town 10 North, Range 9 West, of the Ohio 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 472 and containing 21.73 acres, more or less.
- Tract No. 4 Situated in Stark County, Ohio, and in part of the east Fractional Section 27 and in Fractional Section 26 in Bethlehem Township, Town 9 North, Range 9 West, of the Ohio River Survey, and being all in 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 474 and containing 7.53 acres, more or less.
- Tract No. 5 Situated in Stark County, Ohio, and in part of Section 30, 31, and 32 in Perry Township, Town 10 North, Range 9 West, of the Ohio River Survey, and in part in Sections 5 and 6 in Bethlehem Township, Town 9 North, Range 9 West, of the Ohio 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 476 and containing 24.39 acres, more or less.
- Tract No. 6 Situated in Stark County, Ohio, and in part in Sections 9, 16, 15, 22 and east Fractional Section 27 in Bethlehem Township, Town 9 North, Range 9 West, of the Ohio 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 478 and containing 77.49 acres, more or less.

Tract No. 7 Situated in Stark County, Ohio, Ohio River Survey, Town 9 North, Range 9 West, Bethlehem Township, Fractional Section 27, and being that portion of the Ohio and Erie Canal Lands 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 June 12, 1970 and filed for record June 14, 1970 in Stark County, Ohio Deed Record Volume 3474, Page 373 and containing 2.41 acres, more or less.

Tract No. 8 Situated in Stark County, Ohio, and in part in Sections 9, 10, 15, 23, 25, and 26 in Lawrence Township, Town 1 North, Range 10 West, of the Muskingum River Survey, and in part in Section 309 in Jackson Township, Town 11 North, Range 9 West, of the Ohio River Survey and being all of the Ohio and Erie Canal lands 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 March 27, 1970 and filed for record April 3, 1970 in Stark County, Ohio Deed Record Volume 3444, Page 521 and containing 78.617 acres, more or less.

Tract No. 9 That portion of the abandoned Ohio and Erie Canal lands situated in Lawrence Township, Stark County, Section 9, Range 10 West, Town 1 North, and partially in the Village of Canal Fulton, State of Ohio, 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 December 15, 1967 and filed for record January 5, 1968 in Stark County, Ohio Deed Record Volume 3289, Page 78 and containing 191.89 acres, more or less.

Tract No. 10 The Feeder Canal as set forth in the Governor's Deed to the Stark County Commissioners, recorded in Volume 6, Page 138 New Deeds State Canal Lands, land Office, Auditor of State, for the limited purpose of the maintenance of water supply.

Tract No. 11 The feeder canal as set forth in the easement granted to the Stark County Board of Commissioners as set forth in Instrument No. 96028274, incorporated herein by reference, for the limited purpose of the maintenance of water supply to the canal.

COOK PARK LAGOON PARCEL

(SEE EXHIBIT F ATTACHED)

Known as being Outlots 205, 204, and 203, City of Canton, Stark County, Ohio and containing 4.424 acres of land, more or less. Subject to legal highways and easements of

record. Easement area description compiled from surveys of record November 1996 by Stark County Engineer's Office.

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

Further, the Board and Park District agree to extend the current lease, as modified, for an additional thirty-two (32) years to expire on October 26, 2054.

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

- (1) Park District will timely pay all rents as they are due.
- (2) Park District will pay all charges and bills for all utilities used on any park premises 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.
- (3) Park District will use and occupy the lands described herein in a careful, safe and proper manner for public purposes consistent with the resolution of the Board, this lease and the Bylaws of the Park District.
- (4) Park District will not commit or suffer any waster upon the premises leased herein.
- (5) Park District will use and occupy said described lands only for park 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) Park District will not assign this lease nor underlet said premises, nor any part thereof, without the written consent of the Board.

- (7) Park District may make such alterations to the leased premises as are within the express powers of the Park District or necessarily implied therefrom.
- (8) Park District will permit the Board, or its agent, to enter upon said premises at all reasonable times to examine the conditions of the same.
- (9) 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 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 of fire or unavoidable casualty excepted.
- (10) The failure of the Board 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 Lessor in the event of any subsequent default of the Park District.
- (11) Park District shall keep in proper repair and maintain all buildings and facilities now on the park lands or such buildings constructed hereafter by the Park District. ~~Notwithstanding the foregoing, the Park District shall not be liable for any hydrological damage/maintenance caused by storm water systems, e.g., dams and storm drainage systems that the County discharges into or upon any of the park lands.~~
- (12) Park District shall insure buildings and grounds against losses for fire, theft, vandalism, or lightning. Park District shall, insofar as lawfully permissible further insure the buildings and grounds contained in the park district against

risks of personal injury and loss of life due to negligence by the Park District, its agents or employees.

(13) ~~The Park District and the Board shall, by obtaining such insurance, indemnify, hold harmless, and defend the Board against those risks described hereinabove each bear such legal liability as may be determined under statutory or common law and such rules as govern them.~~

(14) The Board may, with ninety (90) days prior written notice to the Park District, grant easements for such public uses as roadways, water, sewer and other utilities over the leased premises as the Board may deem necessary. During such ninety (90) day period, the Board will accept and consider comments from the Park District regarding the impact and/or damage such easement(s) will have on the Park District-leased premises, with a view to minimizing the effects of increased drainage or saturation before finalizing any such easement(s).

(15) In the sale/lease of any of any mineral-oil and gas rights, the Board shall place ~~a~~ reasonable restrictions upon any ~~surface~~ disturbance of the land in the development of any such mineral-oil and gas rights.

(16) The Board shall provide the Park District with ninety (90) days prior written notice of any such sale/lease of oil and gas rights. During such ninety (90) day period, the Board will accept and consider comments from the Park District regarding the impact and/or damage such sale/lease will have on the Park District before finalizing any such sale/lease. The Board will negotiate terms with any lessee of oil and gas rights a reasonable compensation in favor of the

Park District for loss, damage, or replacement of improvements lost or damaged by virtue of the lease or sale and development of oil and gas rights by the lessee.

~~(17) The sharing of royalties from such sale/lease between the Board and the Park District shall be discussed/negotiated at the time of such sale.~~

~~(18)~~ This lease shall be renewable upon ~~the same such~~ terms and conditions ~~set forth herein as the parties may agree~~ by written notice to the Board, not less than ~~forty-five (45) fifteen (15)~~ days prior to the expiration hereof, so long as the Board continues to find that the lands leased hereby are not needed for public use.

~~(19)~~ This lease may be modified by the agreement of the parties at any time in writing executed in like manner of this lease.

~~(20) Terms of the original lease agreement which are inconsistent with this modification are of no effect and are deleted.~~

Further, the Park District hereby covenants with the Board that, with respect to the real estate described in attached "Exhibit A", it will be bound by each of the terms, conditions and promises set forth in the Lease Agreement, dated May 1, 1997, and the Modification of Lease Agreement, dated February 22, 2013 as if rewritten herein.

IN WITNESS WHEREOF, we have caused our signatures to be affixed this _____ day of _____, 2022

STARK COUNTY PARK DISTRICT

BOARD OF COMMISSIONERS OF STARK COUNTY, OHIO

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By: _____
Daniel J. Moeglin, Executive Director

By: _____
Bill Smith, President

By: _____
Janet Weir Creighton, Vice President

By: _____
Richard Regula, Member

COUNTY OF STARK :SS:
:

BE IT REMEMBERED, that on this _____ day of _____, 2022 before me a Notary Public in and for said County, personally came the above-named BOARD OF COUNTY COMMISSIONERS OF STARK COUNTY, OHIO, comprised of and being Janet Weir Creighton, Richard Regula and Bill Smith, who acknowledged that their execution of the above document was their free act and deed individually, as said board members, and as the Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio on this day and year aforesaid.

NOTARY PUBLIC

My commission expires: _____

STATE OF OHIO :
:SS:
COUNTY OF STARK :

BE IT REMEMBERED, that on this _____ day of _____, 2022, before me a Notary Public in and for said County, personally came the above-named STARK COUNTY PARK DISTRICT, an Ohio Political Subdivision, by ~~Robert A. Fonte~~Daniel J. Moeglin, its Executive Director, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of the said STARK COUNTY PARK DISTRICT, and of him personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio on this day and year aforesaid.

NOTARY PUBLIC

My commission expires: _____

Approved as to Form
and Legal Sufficiency:

Approved as to Form
and Legal Sufficiency:

WILLIAM F. MORRIS
Counsel for Stark County Park District

DEBORAH A. DAWSON,
Assistant Prosecuting Attorney
Counsel for the Board of County
Commissioners

~~Approved as to Legal Form and Sufficiency:~~

WILLIAM F. MORRIS
Counsel for Stark County Park District

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(Legal Descriptions)