

**WALBORN & DEER CREEK RESERVOIRS**  
**FISH & WILDLIFE MANAGMENT AGREEMENT**

This agreement made and entered into as of this Sept. 29, 1999, by and Between the City of Alliance, acting by and through the Director of Public Safety and Service (hereinafter referred to as the "City") the Stark County Park District, acting by and through the Director of the Stark County Park District (hereinafter referred to as the "County") and the Department of Natural Resources, acting by and through the Director of the Department of Natural Resources (hereinafter referred to as the "State"). Obligations of the State are subject to the provisions contained within the Ohio Revised Code: Sections 126:07 and 125.111.

WITNESSETH THAT:

Whereas, there is located in Lexington Township, Stark County, Ohio, a certain body of water and adjacent land known as "Deer Creek Reservoir" originally constructed and now used as a municipal water supply system. A portion of said body of water and a portion of said adjacent land being owned by the City and leased to the County under agreement dated December 29, 1997; and

Whereas, there is located in Marlboro Township and Lexington Township, Stark County, Ohio and Atwater Township, Portage County, Ohio a certain body of water and the adjacent land known as "Walborn Reservoir" originally constructed and now used as a municipal water supply system. Said body of water and adjacent land being owned by the City and leased to the County under agreement dated December 29, 1997; and

Whereas, the City, County and the State have determined that a fish and wildlife management program can be carried on upon the above described bodies of water and adjacent land without obstructing, impeding, or interfering with the utilization of Deer Creek Reservoir and Walborn Reservoir as a municipal water supply system.

Now, therefore, the parties hereto do mutually agree as follows:

1. This agreement shall be in force and effect for the period from April 1, 1999 and ending January 5, 2023.
2. The level at which the water in Deer Creek and Walborn Reservoirs is to be maintained, the discharge rate of water from the reservoirs, the time of water discharge, etc., shall remain and at all times be under the **exclusive** management and control of the City.

3. The City and County shall permit the State, its officers, its agents, and employees to enter upon the above described premises at any time for the purpose of carrying on such fish and wildlife management programs as may from time to time be authorized by the Chief of the Division of Wildlife, Department of Natural Resources in accordance with an Operating Plan for this agreement (hereinafter referred to as the "Operating Plan") to be reviewed and approved annually by the County.
4. The Operating Plan shall be reviewed and updated by the State and submitted no later than March 1<sup>st</sup> each year for approval by the County, said approval shall not be unreasonably withheld.
5. The City and County shall permit the public to hunt, trap, and fish at Deer Creek Reservoir and Walborn Reservoir in accordance with State law and in accordance with such wildlife regulations as may be adopted by the Wildlife Council of the Division of Wildlife, and as provided in the Operating Plan.
6. The County shall erect and maintain appropriate signs in cooperation with the Division of Wildlife, indicating special regulations and those areas which are available for hunting, trapping and fishing purposes.
7. The City and the County shall permit the public to use watercraft upon the above described premises subject to and in accordance with the Operating Plan and in accordance with the rules and regulations of the Division of Watercraft and the Division of Wildlife. The Division of Wildlife and the Division of Watercraft will meet to coordinate conflicting sections of law in accordance with ORC 1545.61. *and subject to the City's rules and requirements.*
8. The City and County shall not permit the public to swim in deer creek and Walborn Reservoir.
9. The City and County shall permit the State, its officers, its agents, and employees to erect, construct, and maintain, to the exclusion of all others, buildings, improvements, parking areas, facilities, accommodations, fences, boat launching ramps, boat slips, and other structures upon the above described premises, provided, however, no buildings, improvements, parking areas, facilities, accommodations, fences, boat launching ramps, boat slips, or other structures shall be erected or constructed upon the above described premises without first obtaining the prior written consent and approval of the City and County and provided said development is consistent with the approved Development Plan dated January, 1999 prepared by the Environmental Design Group or any subsequent development plans adopted by the City and County.
10. Upon the termination in any manner whatsoever of this agreement, the State will be compensated at an amortized rate which shall be agreed upon in

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*OK of Reservoir*  
*FOR M.J.B.*  
*EXCLUDING PORTION*  
*OF DEER CREEK*  
*WE HAVE UNDER*  
*AGREEMENT*  
*WITH C.O.E.*  
*J.H.*  
*10/29/99*

advance of any development for any buildings, improvements, parking areas, facilities, accommodations, fences, signs, boat launching ramps, boat slips, duck blinds, or other structures which the State may have erected, constructed or installed upon the above described premises.

11. The State shall not assign any of the rights, title, interest, or authority acquired under this agreement without first obtaining the written consent and approval of the City and County.
12. The City or County may revoke the rights, title, interest and authority herein granted if the State materially violates any of the terms and conditions of this agreement.
13. This agreement may only be canceled with cause by the City or County 180 days after a written cancellation notice is received by the Director of Natural Resources, State of Ohio. This Agreement may be cancelled with cause by the State 180 days after a written cancellation notice is received by the Director of public safety, City of Alliance, and the Stark County Park Director/Projects Manager.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of the day and year above written.

Signed and acknowledged  
In the presence of

1. Nancy A. Waffle
2. Brenda Clayton  
[Witnesses as to (a)]

1. Deborah J. [Signature]
2. Barbara [Signature]  
[Witnesses as to (b)]

CITY OF ALLIANCE

(a) James Bingham  
Director of Public Safety and Service  
City of Alliance

STARK COUNTY PARK DIST.

(b) [Signature]  
Robert A. Fonte  
Stark County Park Director/Projects  
Manager

STATE OF OHIO  
APPROVED:

1. Sally Biancone
2. Linda H. Smith  
[Witnesses as to (c)]

(c) Michael J. Budzik  
Michael J. Budzik, Chief  
Division of Wildlife

APPROVED:

1. Barbara Buzard
2. Norma C. George  
[Witnesses as to (d)]

(d) Samuel W. Speck  
Samuel W. Speck, Director  
Department of Natural Resources

APPROVED:

William F. Morris  
William F. Morris, Attorney  
Stark County Park District

APPROVED:

Andrew L. Zumber  
Andrew L. Zumber, Law Director