

RECORD OF ORDINANCES

Ordinance No. 2018- 14

Passed MAY 14 20 18

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR AND THE FISCAL OFFICER TO ENTER INTO A LEASE AGREEMENT WITH THE FAIRFIELD COUNTY PARK DISTRICT FOR CERTAIN CANAL LANDS OWNED BY THE VILLAGE OF BALTIMORE

WHEREAS, the Fairfield County Park District desires to lease certain Ohio Erie Canal lands owned by the Village of Baltimore, for the reconstruction, maintenance and use of such canal lands as public parks; and,

WHEREAS, the Village of Baltimore desires to lease said Canal lands to the Fairfield County Park District for such purposes; and,

WHEREAS, the Service Committee of the Village Council of Baltimore has reviewed the proposal of the Park District to use certain Ohio Erie Canal lands owned by the Village, and recommends approval of a lease agreement regarding the same;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BALTIMORE, FAIRFIELD COUNTY, OHIO, A MAJORITY OF ITS MEMBERS CONCURRING:


SECTION 1: The Village Administrator and the Fiscal Officer are hereby authorized and directed to enter into a fifty (50) year lease agreement with the Fairfield County Park District for certain Village-owned Ohio Erie Canal lands as described in the maps attached to the lease agreement. A copy of said lease agreement is attached hereto and incorporated herein.

SECTION 2: This ordinance shall become effective at the earliest period authorized by law.


Brad Nicodemus, Mayor

DATE OF PASSAGE: 5-14-2018

EFFECTIVE DATE: 5-14-2018

ATTEST: 
Brian Bibler, Fiscal Officer

SPONSOR: COSGRAY

APPROVED AS TO FORM: 
Jeffrey Feyko, Village Solicitor

AGREEMENT OF LEASE

1. PARTIES.

The VILLAGE OF BALTIMORE, OHIO, hereinafter identified as the "Lessor;" hereby leases to the FAIRFIELD COUNTY PARK DISTRICT, hereinafter identified as the "Lessee," certain Ohio Erie Canal lands in the Village of Baltimore, in the County of Fairfield, and State of Ohio, described as follows:

See "EXHIBIT A" for the map and description of specific Canal lands, which is attached hereto and incorporated herein.

2. TERM.

The term of this lease shall be for fifty (50) years, commencing July 1, 2018, and ending June 30, 2068, at the rental rate of one dollar (\$1.00) per year, payable on or before the first day of each year. In addition, Lessee shall have an option to renew the lease period for an additional fifty (50) years, commencing on July 1, 2068, and ending on June 30, 2118, provided that Lessee has been in one hundred percent (100%) compliance with the terms of this Agreement during the initial lease term. For any optional renewal period, Lessee shall pay the rental rate of one dollar (\$1.00) per year, payable on or before the first day of each year.

3. PURPOSE.

Lessor and Lessee acknowledge and agree that the specific purpose of this agreement is to permit the Lessee to use, maintain, and reconstruct all or any portion of the canal lands described herein, including the canal lock commonly known as "Bibler Lock," for the exclusive use of such canal lands as a public park and public recreation area. The parties further acknowledge and agree that any improvements to the property shall inure to the benefit of the Lessor unless otherwise specifically agreed to in writing by Lessor and Lessee.

4. OBLIGATIONS.

(A) Said Lessee agrees to pay said rent, unless said premises shall be destroyed or rendered untenable by fire or other unavoidable accident; to not commit or suffer waste; to not use said premises for any unlawful purpose; to not assign this lease, or under-let said premises, or any part thereof, without the express written consent of the Lessor or permit the sale of any interest herein by legal process, without the written consent of said Lessor; to not use said premises or any part thereof in violation of any law relating to intoxicating liquors; and at the expiration of this lease, to surrender said premises in as good of a condition as they now are, or may be put by said Lessor, reasonable wear and unavoidable casualties, condemnation, or appropriation excepted. Upon non-

payment of any of said rent for a period of ten (10) days after it shall become due, and without demand made therefore, or if said Lessee or any assignee of this lease shall make an assignment for the benefit of his creditors; or if proceedings in bankruptcy shall be instituted by or against Lessee or any assignee; or if a receiver or trustee be appointed for the property of Lessee or any assignee, or if this lease by operation of law passes to any person or persons; or if Lessee ceases to use the property solely as public park/public recreation lands; or if said Lessee or any assignee shall fail to keep any of the other covenants of this lease, it shall be lawful for said Lessor, its successors or assigns, to re-enter said premises, and to have again repossess and enjoy the same, as in the first and former estate; and thereupon this lease and everything herein contained on the said Lessor's behalf to be done and performed, shall cease and be void.

(B) The Lessee shall use the premises exclusively as public park/public recreation lands. The Lessee acknowledges that the property must be utilized for public park/public recreational purposes exclusively, pursuant to the deed restrictions set forth in the Governor's Deeds, wherein the interest in the canal lands was transferred from the State of Ohio to Lessor. Lessor and Lessee further acknowledge that in the event the property ceases to be used for the exclusive purposes set forth in the deed restrictions, ownership of said property may revert to the State of Ohio.

(C) Lessor and Lessee further acknowledge and agree that, in the event Lessee fails to complete substantial development of the property within five (5) years from the commencement date of this Agreement, this Agreement shall terminate and be null and void, and all use and occupancy of the property shall immediately revert to Lessor. Substantial development shall include, but not be limited to, restoration of Bibler Lock and the installation of a walking trail/bike path.

(D) Said Lessor agrees (said Lessee having performed their obligations under this lease) that said Lessee shall quietly hold and occupy said premises during said term without any hindrance of or by said Lessor, its successors, or any person lawfully claiming under them, so long as the premises are used for the exclusive purposes set forth herein, namely: public park and public recreation lands.

(E) Lessee shall be solely responsible for the management, maintenance, patrol and security of the property, with no obligation of concurrent responsibility by Lessor. However, nothing herein shall prevent Lessor from providing occasional courtesy and/or emergency assistance in such matters.

(F) In the event that Lessee fails to properly manage, maintain, patrol or secure the property, Lessor shall provide written notice to Lessee of any such failure. In the event that Lessee fails after

a period of sixty (60) days from the date of any such notice, to cure any such failure, then this Agreement shall terminate and be null and void, and all use and occupancy of the property shall immediately revert to Lessor.

(G) Lessee shall be entitled to and responsible for establishing rules and regulations regarding use of the property. However, any such rules and regulations, and amendments thereto, shall be subject to the review and approval of Lessor.

5. LIABILITY/INSURANCE.

The Lessee shall insure the premises against burglary, vandalism, and malicious mischief and shall insure the premises' contents, if any. Lessee further agrees to carry public liability coverage, at Lessee's expense, with a minimum of one million dollars (\$1,000,000.00) on account of bodily injuries or death or on account of bodily injuries to or death of more than one person as the result of each occurrence or disaster. Further, Lessor and Lessee agree that the insurance coverage required by Lessee shall be reviewed every five (5) years, from the date of commencement, in order to determine whether such coverage requires adjustment (i.e., an increase in minimum insurance coverage). In the event that Lessor determines that an adjustment is necessary, Lessor shall notify Lessee of the required adjustments and Lessee shall promptly obtain the insurance coverage mandated by the adjustments, and provide written verification of the same to Lessor.

Each party to this Agreement shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Each party shall be responsible to defend itself, its agents, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.

6. EASEMENTS/RIGHTS-OF-WAY.

The parties further acknowledge and agree that the canal lands may be the subject of easements and rights-of-way (either public or private), leases, and other interests granted in the property herein, recorded or unrecorded. Accordingly, said easements, rights-of-way, leases, and other interests shall remain in full force and effect. Further, nothing in this agreement shall prevent the Lessor from 1) granting or conveying additional easements or rights-of-way as may prove necessary from time-to-time, including but not being limited to easements for sewer improvements and/or construction, easements for utilities, streets and street improvements, and rights-of-way for ingress and egress; and 2) maintaining access to the Lessor's utilities, including but not being limited to any section of sanitary sewer that runs along, adjacent to or within the canal lands, for

maintenance and repairs.

7. OWNERSHIP.

The parties acknowledge that the canal lands referenced herein are owned by Lessor pursuant to State of Ohio, Governor's Deeds on record with the Recorder's Office of Fairfield County, Ohio.

8. PRESERVATION/RESTORATION STANDARDS.

The parties further acknowledge and agree that 1) all preservation, rehabilitation, restoration and reconstruction, and other improvement efforts conducted by Lessee, shall be performed in compliance with the U. S. Secretary of the Interior's "Standards for the Treatment of Historic Properties, 1995," as amended; and 2) all costs associated with the preservation, rehabilitation, restoration and reconstruction, and other improvements, including but not being limited to participation in any historic designation program, shall be paid by Lessee.

Signed and acknowledged
in the presence of:

VILLAGE OF BALTIMORE, OHIO, Lessor

5-16-18
Date

By: 
Teri Wise, Village Administrator

5/15/18
Date

By: 
Brian Bibler, Fiscal Officer

FAIRFIELD COUNTY PARK DISTRICT, Lessee

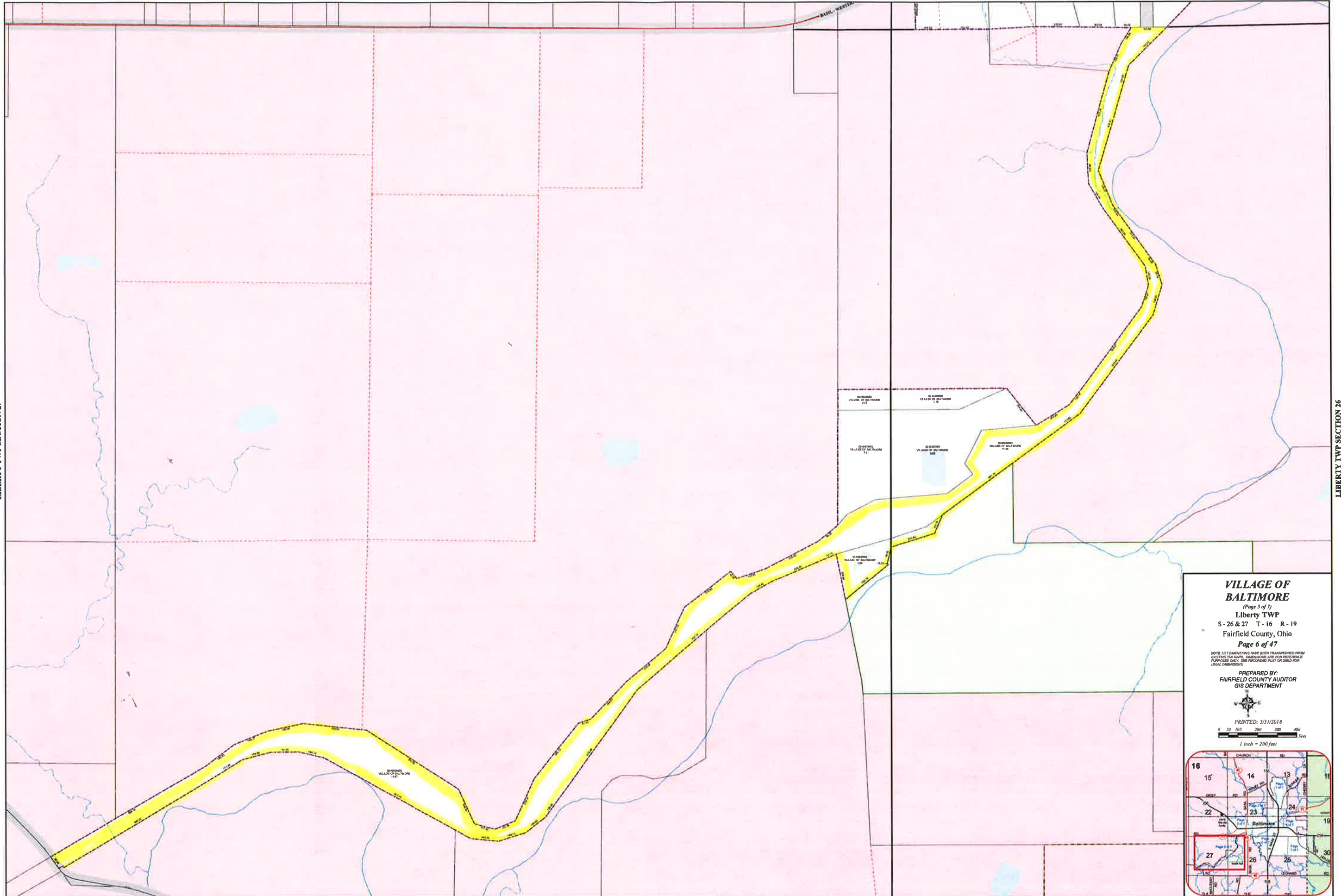
Date

By: _____

(Printed Name/Title)

LIBERTY TWP SECTION 27

LIBERTY TWP SECTION 26



VILLAGE OF BALTIMORE
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Liberty TWP
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 Fairfield County, Ohio
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NOTE: LOT DIMENSIONS HAVE BEEN TRANSFERRED FROM EXISTING TAX MAPS. DIMENSIONS ARE FOR REFERENCE PURPOSES ONLY. SEE RECORDED PLAT OR DEED FOR LEGAL DIMENSIONS.

PREPARED BY:
 FAIRFIELD COUNTY AUDITOR
 GIS DEPARTMENT



PRINTED: 5/31/2018



1 inch = 200 feet

