

LEASE AGREEMENT

This Lease Agreement made and entered into in duplicate at Alliance, Ohio, this _____ day of September, 2017, by and between the **CITY OF ALLIANCE**, an Ohio political subdivision, of 504 East Main Street, Alliance, Ohio 44601, hereinafter called the “Lessor”, and [REDACTED] and [REDACTED], of [REDACTED] [REDACTED], Beloit, Ohio 44609, hereinafter called the “Lessee”, and

WHEREAS, Lessor is the owner of certain lands situated in Sections 1 and 2, Knox Township, Columbiana County, Ohio, being Westville Lakes Reservoir and the lands immediately surrounding same, a portion of which is described on “Exhibit A”, attached hereto and by reference incorporated herein, totaling approximately 0.000 acres of land. The same being a part of Columbiana County Auditor’s Permanent Parcel No. [REDACTED]; and

WHEREAS, Lessee, being the owner of land adjacent to said lands of the Lessor, desires to lease a portion of said land (approximately 140’x15’) along the Westville Lakes Reservoir and being the land located between the extension of the east and west property lines of Lot Nos. 1, 2, 3 and the East one-half (1/2) of Lot No. 4 in the Vernon E. Stanley Second Addition, Knox Township, Columbiana County, Ohio to the waters edge, as it from time to time may be established or reestablished by Lessor, for residential and recreational purposes as described herein; and

WHEREAS, Lessor is willing to lease said land to Lessee conditioned upon the Lessee's conformance with the terms of this Lease Agreement and the Westville Lakes Reservoir Rules & Regulations relating to boats, boat docking, boat docks, decks and property maintenance requirements, or as they from time to time may be amended.

SECTION I. DESCRIPTION OF PREMISES

Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, a portion of Lessor's land (described on "Exhibit B" attached hereto and by reference incorporated herein), being a strip of land approximately fifteen (15) feet in width along Westville Lakes Reservoir and being the land located between the extension of the east and west property lines of Lot Nos. 1, 2, 3 and the East one-half (1/2) of Lot No. 4 in the Vernon E. Stanley Second Addition, Knox Township, Columbiana County, Ohio to the waters edge, as it from time to time may be established or reestablished by Lessor.

SECTION II. TERM

The term of this Lease is Twenty-five (25) years commencing on September 1, 2017.

SECTION III. RENT

The total rent of this Lease is the sum of One Dollar (\$1.00), payable on the date of execution of this Lease Agreement at 504 East Main Street, Alliance, Ohio 44601.

SECTION IV. TAXES AND ASSESSMENTS

The Lessee shall pay and save Lessor free and harmless from all taxes and assessments levied upon said premises; and shall pay or reimburse the Lessor for

Lessee's proportionate share of the payment of any installments or charges or special assessments which are levied, charged or assessed upon real estate parcels which include the premises demised herein.

SECTION V. USE OF PREMISES

The premises are leased for the exclusive purpose of residential and recreational uses, to include the construction and maintenance of a deck, boat dock, and temporary storage facilities, subject to the Westville Lakes Reservoir Rules & Regulations, or as they from time to time may be amended. Lessee shall not conduct commercial operations upon the premises. No permanent structures or additions may be constructed or reconstructed upon the premises. Lessee shall not store boats, docks or motor vehicles upon the premises. The Lessee shall not commit, or allow to be committed, any waste of the premises. The Lessee shall not use said premises for any illegal purpose, nor permit or suffer any nuisance on said premises nor permit said premises to be used in any way or for any purpose that might endanger the health or unreasonably disturb the peace and quiet of persons occupying other lands of the Lessor.

SECTION VI. MAINTENANCE AND DEVELOPMENT

Lessee shall be permitted to construct a deck adjacent to the residence and a single boat dock all in conformity with the Westville Lakes Reservoir Rules & Regulations (or as they from time to time may be amended) and the building regulations of Columbiana County and the State of Ohio. Lessee shall be responsible, at its sole expense, for mowing, removal of weeds and brush, tree trimming, and the removal of dead and dying trees.

SECTION VII. ALTERATIONS, ADDITIONS OR IMPROVEMENTS

Other than as provided above, Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements in, to or about the premises, to include: filling & grading, installation of septic facilities and leach lines, landscaping, armoring of the shoreline, removal of healthy trees, and the installation of childhood playground equipment.

SECTION VIII. DELIVERY, ACCEPTANCE AND SURRENDER

Lessee agrees to accept the premises on possession in its current condition and agrees to surrender the premises to Lessor at the end of the lease term in the same condition as when the Lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fire and storms. Upon surrender, Lessee shall be responsible, at its sole expense, for the removal of any and all temporary storage facilities or other improvements on or about the premises.

SECTION IX. LESSOR'S RIGHT TO INSPECT, REPAIR AND MAINTAIN

Lessor reserves the right to enter the premises during normal business hours of 7 a.m. to 5 p.m. weekdays and excluding legal holidays, provided notification is provided to the lessee at least 24 hours in advance and that the person(s) entering the property can provide identification demonstrating they are an employee of the City of Alliance excepting in cases of emergencies. Lessor shall have the right to cross Lessee's lands to access the leased property provided it is done in compliance with all other restrictions of this section.

SECTION X. LIABILITY INSURANCE OF LESSEE

Lessee shall procure and maintain in force during the term of this lease, at its expense, comprehensive general liability insurance in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims arising out of accidents occurring in and around the leased premises from any cause relating to the maintenance, construction, or use of the leased premises by the Lessee or the use of the leased premises by any member of the general public, in a minimum amount of Three Hundred Thousand Dollars (\$300,000.00) per incident. Lessor shall be named as an additional insured in such policy or policies. The policies shall be delivered to Lessor for safe keeping. Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Lessee agrees that, if such insurance policies are not kept in force during the entire term of this lease, Lessor may procure the necessary insurance, pay the premium therefore, and that such premium shall be repaid to Lessor within thirty (30) days.

SECTION XI. NONLIABILITY OF LESSOR FOR DAMAGES; INDEMNITY

Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the maintenance, construction, programs, occupancy or use of the leased premises by Lessee or the occupancy or use of the leased premises by the general public. Lessee shall defend and indemnify Lessor from and against all liability, loss, claims, expenses and causes of action resulting from any injuries to persons or damage to property occurring on or around the leased premises in any manner arising out of or in connection with the use or occupancy of the leased premises

by Lessee or by any member of the general public. Lessee waives any claims against Lessor for damages relating to its occupancy or use of/on the premises from any cause whatsoever.

SECTION XII. MECHANIC'S LIENS

Lessee agrees to pay, or cause to be paid, all costs for any structures, buildings and improvements or work done by Lessee or to be done by Lessee on the Premises, and will keep the Premises free and clear of all mechanics' liens on account of work done by Lessee or persons claiming under Lessee. Lessee acknowledges that it has no authority from to subject Lessor's fee estate to any mechanics' lien, whether voluntary or involuntary, and that no mechanic, laborer or material supplier claiming by, through, or under Lessor shall ever be entitled to a mechanics' lien the Premises. Lessee is not the agent of Lessor for any purpose and no one is entitled to rely upon any representation to the contrary.

SECTION XIII. ASSIGNMENT OR SUBLEASE

Lessee shall not assign or sublease the premises leased, any part of the premises, or any right or privilege connected therewith, or to allow any other person to occupy the premises or any part of the premises, without first obtaining Lessor's written consent. Lessee's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate the lease at Lessor's option. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of its interest therein, without Lessor's written consent.

SECTION XIV. TRANSFER OF LEASEHOLD RIGHTS

If the Lessee, through sale, transfer, foreclosure or other legal proceedings, voluntarily or involuntarily ceases to be the owner of the lands adjacent to the leased premises, this lease will terminate, and Lessor shall enter into a new lease for the remainder of the term with the new owner or successor in interest, except that if the Lessee is married, or is a co-Lessee of this leasehold, this lease may be continued in the name of the spouse or co-Lessee.

SECTION XV. RENEWAL OPTION

In the event Lessor should elect to renew the Lease Agreement, the Lessee shall have the first preferential right and option to enter into a new lease agreement with the Lessor upon the expiration of the term of the lease, subject to any revision in rent, terms or other conditions deemed necessary by the Lessor.

SECTION XVI. RIGHT OF CANCELLATION/TERMINATION

Notwithstanding the provisions of Sections II and XV of this Lease Agreement, Lessor reserves the right to cancel and terminate the Lease Agreement, without cause, upon the provision of three (3) years written notice to the Lessee.

SECTION XVII. LESSOR'S RIGHT TO ESTABLISH LAKE LEVEL

Notwithstanding any provisions of this Lease Agreement, Lessor reserves the right to establish and reestablish the level of water in Westville Lakes Reservoir, to include the flooding of the leased premises or the draining of said Reservoir.

SECTION XVIII. NOTICES

Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to

whom notice is to be given, or mailed postage prepaid, addressed to such person. Lessor's address for this purpose shall be Director, Public Safety and Service, 504 East Main Street, Alliance, Ohio 44601, or such other address as it may designate in writing to Lessee. Notices to Lessee may be addressed to Lessee at [REDACTED], Beloit, Ohio 44609, or such other address as it may designate in writing to Lessor.

SECTION XIX. LESSOR'S REMEDIES ON DEFAULT

In the event default of Lessee in the payment of rent, any additional rent, or the performance of any of the covenants or conditions hereof, to include the Westville Lakes Reservoir Rules & Regulations, Lessor may give Lessee notice of such default. If Lessee shall fail to cure any such default within ten (10) days, after the receipt of such notice (or if such default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within ten (10) days and thereafter to diligently cure such default), then Lessor may terminate this Lease on not less than ten (10) days notice to Lessee. On the date specified in such notice the term of this Lease shall terminate, and Lessee shall the quit and surrender to Lessor. In the event this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects.

SECTION XX. EFFECT OF LESSOR'S WAIVER OF COVENANTS

Lessor's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others, or of subsequent breach of the one waived. Lessor's

acceptance of rent installments after breach is not a waiver of the breach, except of breach of the covenant to pay the rent installment or installments accepted.

SECTION XXI. LIABILITY FOR ATTORNEY'S FEES

In case suit shall be brought for a wrongful withholding of possession of the premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any other covenant herein contained, on the part of Lessee to be kept or performed, Lessee shall pay to Lessor a reasonable attorney's fee which shall be fixed by the court, and such attorney's fee shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

SECTION XXII. BINDING EFFECT ON SUCCESSORS AND ASSIGNS

This Lease Agreement and the covenants and conditions of this lease apply to and are binding on the successors of the parties to this lease and the assigns of the Lessor.

SECTION XXIII. TIME OF THE ESSENCE

Time is of the essence of this lease.

SECTION XXIV. AMENDMENT

This Lease Agreement can only be amended by written agreement signed by the parties.

SECTION XV. ENTIRE AGREEMENT

This lease constitutes the entire agreement between Lessor and Lessee relating to the subject of this lease. This Lease supersedes any and all previous

negotiations and communications, oral and written, between the Lessor and Lessee with respect to the subject matter of this lease, except those specified in this lease.

SECTION XVI. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have hereunto set their hands at Alliance, Ohio, on the day and year first above mentioned.

CITY OF ALLIANCE,
an Ohio political subdivision - Lessor

By: _____
Michael D. Dreger
Director of Public Safety and Service

- Lessee

- Lessee

STATE OF OHIO :
:SS:
COUNTY OF STARK :

BE IT REMEMBERED, that on this _____ day of September, 2017, before me a Notary Public in and for said County, personally came the above named CITY OF ALLIANCE, an Ohio political subdivision, the Lessor, by Michael D. Dreger, its Director of Public Safety and Service, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of the said CITY OF ALLIANCE, and of him personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Alliance, 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 September, 2017, before me a Notary Public in and for said County, personally came the above named [REDACTED], husband and wife, the Lessee, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed.

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

NOTARY PUBLIC

My commission expires: _____

This instrument prepared by:
CITY OF ALLIANCE

Approved at to legal form and sufficiency:

WILLIAM F. MORRIS
Assistant Law Director – City of Alliance

EXHIBIT A

DRAFT

EXHIBIT B

DRAFT