

**RESOLUTION NO. 2023-33**

**A RESOLUTION REPLACING ANY PREVIOUS PARKS LEASE AGREEMENTS AND CONTINUING THIS LEASE THROUGH THE YEAR 2043 AND DECLARING THIS AN EMERGENCY, IN ORDER TO ACCOMMODATE RECREATION DISTRICT GRANT FUNDING REQUIREMENTS**

This Lease (“Lease”) is made effective at the earliest date allowed by law, by and between **VILLAGE OF FREDERICKOWN**, a municipal corporation in Knox County, Ohio (“Lessor”), and **FREDERICKTOWN RECREATION DISTRICT**, (“Tenant”) upon the terms, covenants, and conditions set forth below.

**WHEREAS**, Lessor owns certain recreational parks property that Tenant currently has possession of through a Lease and desires to continue leasing for recreational purposes through the year 2043;

**WHEREAS**, Lessor and Tenant desire to extend the term of their current Parks Lease Agreement through the year 2043, having the same rights and obligations;

**WHEREAS**, in order to enable Tenant to pursue certain grant funding opportunities, Tenant requests the current Parks Lease be replaced with this Lease effective immediately and continuing through December 31, 2043.

**NOW, THEREFORE**, Lessor and Tenant do hereby covenant and agree to an irrevocable **TWENTY-YEAR PARKS LEASE** as follows:

1. **PREMISES** - On the terms and conditions set forth herein, Lessor hereby leases to Tenant the following real property (the “Premises”) and improvements located within the Village of Fredericktown, which are identified by the Knox County Auditor’s Office as Parcel Numbers:

**Former Mizer Properties - 6501184000, 6500986000, 6501640000, 6550437000, 6550041000, Community Park-655056000, Dana Park-6550431000, Levering Park-6550065000, Merrin Park-6550050000 & 6550048000, and Warner Park-655003400.**

(a) Legal descriptions of the aforementioned parcels pertaining to this Lease are found in Attachments “A” through “F.”

(b) This irrevocable Lease Agreement includes the eleven (11) aforementioned parcels previously utilized by the Fredericktown Recreation District exclusively for recreational purposes.

(c) Lessor and Tenant understand and agree that the leased property does not include any portion of the Owl Creek Trail, which is specifically saved and excepted from this Lease.

(d) This Lease shall replace and repeal any and all active previous Lease Agreements between the Lessor and Tenant.

(e) The Lease of the Dana Park property shall exclude the Fredericktown Police facility (otherwise known as the Police Station) and the concrete parking lot directly east of and adjacent to the Police facility.

(f) The Lease of the Levering Park property shall exclude the Fredericktown Community Library facility and the asphalt parking lot at the library facility.

2. **TERM OF LEASE** - The term of the Lease shall be for Twenty (20) years, beginning at the earliest date allowed by law, upon approval of Village Council and the Fredericktown Recreation District. The Lease shall continue from year to year thereafter, through December 31, 2043.

3. **RENT** - The total combined rent for the entire term of this Twenty (20) Year Lease shall be the sum of One Dollar (\$1.00), which sum is payable in advance on, or before, the first day of the term of this Lease.

4. **USE AND OCCUPANCY** - Tenant shall utilize and occupy the premises solely for recreational purposes. Tenant shall materially comply with any and all federal, state and local laws, including ordinances and regulations of the Village of Fredericktown.

5. **SUBLEASING** - The Tenant agrees that premises shall under no circumstances be subleased to any third-party without the formal approval of the majority of the members of Village Council and also with the approval of the majority of the Fredericktown Recreation Board members.

6. **MAINTENANCE OF PREMISES** - Tenant shall commit no act of waste and shall, at its sole expense, keep and maintain the Premises (including fixtures and improvements), and personal property therein or thereon, in good order, repair, and operating condition. Tenant shall promptly, at its own cost and expense, make all necessary repairs, whether ordinary or extraordinary, foreseen or unforeseen, to maintain the Premises, as the same were in at the commencement of the term of this Lease (ordinary wear and tear excepted).

7. **ACCUMULATION OF WASTE** - Tenant shall not permit the accumulation of waste or refuse matter on any of the Premises.

8. **ABANDONMENT** - Tenant shall not, without first obtaining the expressed written consent of Lessor, abandon the Premises or allow the premises to become vacant or deserted.

9. **UTILITIES** - Tenant agrees to pay for all necessary public utilities for the Premises and hold Lessor harmless therefrom any damages resulting from said utilities.

10. **INSURANCE** - Tenant shall also maintain adequate property insurance and commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000) for personal injury and liability damage. Tenant shall maintain property and casualty insurance on buildings and improvements for their replacement value. Lessor shall be named as an *additional insured* under the insurance policies maintained by Tenant. Certificates of such insurance maintained by Tenant shall be furnished to Lessor upon request and shall contain provisions prohibiting cancellation without ten (10) days prior written notice to Lessor.

11. **SURRENDER OF PREMISES/HOLDING OVER** - At the end of the term of this Lease, Tenant will surrender and deliver the Premises in as good order and condition as the same now are, or may be put by said Lessor (ordinary wear and tear excepted).

12. **INTERFERENCE BY LESSOR** - Lessor agrees not to interfere with the management, control, or use of the Premises insofar as the premises are used solely for lawful recreational purposes and are made available to any and all persons for the same costs, if any.

13. **NOTICES** - All notices required or permitted by this Lease shall be in writing and shall be deemed given upon the earlier of: (a) actual receipt at the address set forth below; or (b) three (3) days after mailing by certified mail, return receipt requested, addressed to the parties at the following addresses:

**IF LESSOR, TO:**  
Village Administrator  
2 E. Sandusky Street  
OH 43019

**IF TENANT, TO:**  
Fredericktown Recreation District  
12 Mill Street Fredericktown,  
Fredericktown, OH 43019

Either party may change its notice address by giving written notice to the other in the foregoing manner.

14. **INDEMNITY BY TENANT** - Tenant shall indemnify, hold harmless and defend Lessor from and against any and all claims, actions, damages, liability and expense (including, but not limited to, fees of attorneys and other professional fees) in connection with:

(a) Any loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant, or any other party using the Premises or any part thereof, occasioned wholly or in part by any act or omission of Tenant, its employees, contractors, agents, customers or invitees, or any other claims whatsoever, including, but not limited to, claims resulting from loss of life, personal injury and/or property damage occurring on Premises during the term of this Lease.

(b) By any failure of Tenant to abide by or perform any other term, covenant or condition of this Lease; and except to the extent caused by the Tenant, its officers, employees, contractors, agents, or invitees.

15. **SEVERABILITY** - If any one or more of the provisions contained in this Lease or in any document executed in connection herewith (other than provisions constituting a material consideration to a party's entering into this Lease or such other document) shall be found to be invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired; provided, however, that in such case the parties shall use their best efforts to achieve the purpose of the invalid provision.

16. **MISCELLANEOUS** - This Lease is the entire agreement of the parties and supersedes any prior negotiations. This Lease shall be binding upon and inure to the benefit of the parties and their heirs, personal representatives, successors, and permitted assigns. The provisions of this Lease shall be severable and the invalidity of one provision shall not affect any other.

This Lease has been executed and delivered in Fredericktown, Knox County, Ohio, and is intended to be effective at the earliest date allowed by law.

**“LESSOR”**  
**Village of Fredericktown, Ohio**

By: \_\_\_\_\_  
Jerry Day, Mayor Date \_\_\_\_\_

Attested By: \_\_\_\_\_  
Suzan Graves, Fiscal Officer Date \_\_\_\_\_

**“TENANT”**

**Fredericktown Recreational District, Inc.**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Gary Carter, Chairman of the Board

By: \_\_\_\_\_ Date \_\_\_\_\_  
Mark Hulse, Vice-Chair