

SPONSOR: Ondera / Aldrich

ORDINANCE NO. 53-18

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO EXECUTE A LEASE AGREEMENT WITH THE OHIO VALLEY CONSERVATION COALITION FOR PROPERTY TO BE USED AS A BIKE PATH AND DECLARING AN EMERGENCY.

WHEREAS, the City desires to lease from Ohio Valley Conservation Coalition that property described in the Lease, attached hereto as Exhibit A, for the purpose of extending the City bike path and connecting it to Veterans Drive; and

WHEREAS, this matter constitutes an emergency as there are funds available for the construction of the path and that construction must begin as soon after October 1 as possible. This matter constitutes an emergency as construction must begin in accordance with the current schedule and the construction of the extension shall benefit the health, safety and welfare of the City of Jackson and its citizens; and, therefore:

Section One. The Mayor, or his duly authorized representative, is hereby authorized to execute the Lease Agreement attached hereto.

Section Two. This Ordinance is hereby declared to be an emergency Ordinance, necessary for the immediate preservation of the public peace, health or safety of the City of Jackson, and for the reason that construction must be able to proceed to schedule. Therefore, this Ordinance shall go into effect upon passage and approval by the Mayor, as provided in Ohio Revised Code Section 731.30.

Section Three. In the event this Ordinance receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Ordinance shall be deemed to have passed but with no emergency clause and shall take effect at the earliest time permitted by law.

It is hereby found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that the deliberations of this Council that resulted in such formal actions were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 24th day of September, 2018.



President of Council

ATTEST:

Sherry Barr
Clerk of the Legislative Authority

Approved this 24th day of September, 2018.

Randy Heart
Mayor

EXHIBIT A

LEASE

THIS LEASE is made this _____ day of _____, 2018 between Ohio Valley Conservation Coalition ("Lessor"), whose mailing address is 1450 Ramey Drive, Jackson, Ohio, and City of Jackson ("Lessee"), whose mailing address is 145 Broadway Street, Jackson, Ohio.

1. **PREMISES.** Lessor leases to Lessee, and Lessee leases from Lessor, on the terms and conditions set forth in this Lease, the real property described as follows:

Situated in Scioto Salt Reserve Lots 81 and 82, T-7-N, R-18-W, (Salt) Lick Township, City of Jackson, Jackson County, Ohio. Being part of the tract recorded in Book 39 at Page 1537 of the Official Records of the Jackson County Recorder's Office. Being part of Parcel Number H14-006-00-063-00 and all of H14-020-00-117-00 and being more fully described as follows:

Beginning for reference at an Iron Pin found (5/8-inch rebar, no cap, good condition) at the southeast corner of Scioto Salt Reserve Lot 82, T-7-N, R-18-W, (Salt) Lick Township, City of Jackson, Jackson County, Ohio. Thence with the south line of Scioto Salt Reserve Lot 82, N 85°-36'-15" W – 1234.75 feet to a point on the east line of the City of Jackson, Volume 318 Page 256 (Old B&O Railroad, 100-foot Right-of-Way) and Veteran's Drive. Thence with the east line of the City of Jackson, Volume 318 Page 256 (Old B&O Railroad, 100-foot Right-of-Way) and Veteran's Drive, N 20°-39'-57" W – 328.83 feet to a point on the north line of State Route 32 Right-of-Way (Width varies, see plans JAC – 124 – 10.21 at Station 589+45.41. 180.00 feet Left. Said point is the **Principal Place of Beginning** for this survey.

Thence continuing with the east line of the City of Jackson, Volume 318 Page 256 (Old B&O Railroad, 100-foot Right-of-Way) and Veteran's Drive, N 20°-36'-13" W – 388.28 feet to a point.

Thence leaving the east line of the City of Jackson, Volume 318 Page 256 (Old B&O Railroad, 100-foot Right-of-Way) and Veteran's Drive and with the south line of Willison (Vol. 328 Pg. 810) and the City of Jackson (OR 66 Pg. 51), N 83°-35'-32" E – 744.84 feet to a point in a creek and passing a 1-inch rebar found in good condition at 20.00 feet and a found ½-inch rebar, no cap at 650.23 and a found 5/8-inch rebar with a cap stamped PRM 6196 at 681.42 feet.

Thence with the west line of the City of Jackson (OR 21 Pg. 751), S 38°-59'-06" E – 32.93 feet to an Iron Pin found (5/8-inch rebar with cap stamped PRM 6196, good condition) on the north line of State Route 32.

Thence with the north line of State Route 32 the following 2 courses:

S 61°-31'-40" W – 400.04 feet to an Iron Pin set this survey at Station 593+00, 220.00 feet Left.

S 49°-48'-47" W – 356.84 feet to a point at Station 589+45.41, 180.00 feet Left. Passing an Iron Pin set this survey at 343.27 feet. Said point is the **Principal Place of Beginning** for this survey. Said survey contains 2.393 Acres in Scioto Salt Reserve Lot 82 (Parcel Number H14-006-00-063-00) and 0.776 Acres in Scioto Salt Reserve Lot 82 (Parcel Number H14-020-00-117-00 for a total of **3.169 Acres**, more or less.

The attached plat, Job Number 15110 final is made a part of this description.

All Iron Pins set this survey are 5/8-inch x 30-inch rebar and have a plastic cap on them stamped Dale A. Exline P.S. 6722.

Basis of Bearings is State Plane Grid North, NAD 83 (2011) Ohio South Zone. Tied by GPS to ODOT CORS Stations. To denote angles only.

Subject to all legal easements and Right-of-Ways not listed above.

This description was prepared from an actual survey performed by me, Dale A. Exline, or under my direct supervision from December 11, 2015 – January 27, 2016.

2. **TERM.** The term of this Lease shall be for ninety-nine (99) years, commencing on _____, and ending on _____. This Lease shall terminate upon Lessee purchasing the premises and Lessor shall have no further obligations under the Lease or if the parties agree to terminate the lease prior to the termination date.
3. **RENT.** Lessee shall pay Lessor as rent for the Premises Ninety-nine Dollars (\$99.00) for the term of the lease payable in ninety-nine (99) equal installments of One Dollar (\$1.00) each.
4. **POSSESSION.** Lessor will exercise reasonable efforts to deliver possession of the Property upon commencement of this Lease, but will not be liable for any failure to do so for reasons beyond Lessor's control. Any such failure will not affect the

validity of this Lease except that the rent will not commence until the date occupancy is available.

5. **HAZARDOUS WASTE.** Lessee will not allow hazardous waste or other likewise contaminants the Property.
6. **DEFAULT.** If Lessee fails to pay the rent when due or to perform any other terms or conditions of this Lease, or vacates the Property before the end of the term, Lessor may, at its option and after giving any notices required by law, terminate this Lease and/or pursue any other remedies that may be available. If Lessee defaults, Lessee agrees to pay Lessor all of the following: (a) the remaining balance due under this Lease.
7. **SURRENDER.** Upon expiration of the term of this Lease, this Lease will automatically renew on a year to year basis unless either party gives at least 120 days written notice of termination of this Lease. Termination shall take place only on the last day of any given year. When vacating after the first of the year, Lessee is responsible for the full year's rent. Upon vacating, Lessee agrees to return the Premises to Lessor in the same or better condition as when received, reasonable wear and tear excepted.
8. **NONWAIVER.** The receipt by Lessor of any rent or any other sum of money or any other consideration paid by Lessee after the termination of this lease, after giving notice of termination or the initiation of any legal proceedings by Lessor against Lessee, shall not reinstate, continue or extend this Lease or any manner affect any other rights that Lessor may have either in law or in equity as a result of Lessee's default. No failure of Lessor to enforce the breach of any covenant or agreement of Lessee shall be deemed a waiver of any subsequent similar breach or default.
9. **SUCCESSORS AND ASSIGNS.** This Lease shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.
10. **AMENDMENTS.** This Lease sets forth the entire agreement of the parties. No alteration of the terms or conditions of this Lease or any oral agreement shall be valid unless in writing signed by both parties.

11. **NUMBER AND GENDER.** As used in this Lease, the plural shall be deemed to include the singular, and vice versa, and the use of any one gender shall be deemed to include all genders, so that this lease shall properly reflect the number and genders of the persons signing as Lessor and Lessee.
12. **ADDITIONAL RESPONSIBILITIES OF THE PARTIES.** The parties agree to comply with their respective responsibilities pursuant to applicable state law except as otherwise specifically provided in this Lease.
13. **NOTICE PURSUANT TO SECTION 5321.07(c) OF OHIO REVISED CODE.** Pursuant to Ohio Revised Code Section 5321.07, notice is given that Lessor is not now a party to rental agreements covering more than 3 dwelling units.

SIGNED as of the date first written.

LESSOR:

LESSEE:

Representative
Ohio Valley Conservation Coalition

Representative
City of Jackson