

Sponsor Queen/Hensler

RESOLUTION NO. 32-14

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO ENTER INTO A LEASE AGREEMENT WITH THE JACKSON HISTORICAL SOCIETY, AN OHIO NOT FOR PROFIT CORPORATION, FOR THE LEASE AND MAINTENANCE OF THE JACKSON OHIO DEPOT LOCATED ON BROADWAY STREET AND OWNED BY THE CITY.

WHEREAS, the City of Jackson is the owner of the depot located at Broadway Street in the City of Jackson and which has historical and cultural significance to the City but presently serves no other municipal purpose; and

WHEREAS, the depot is in need of repair and maintenance and is at risk of being lost to the City of Jackson; and

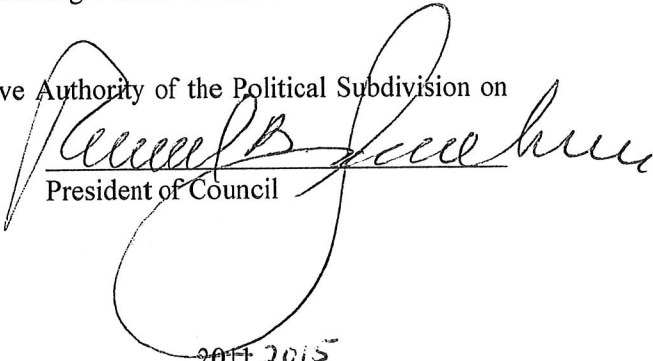
WHEREAS, the Jackson Historical Society is an Ohio non-profit corporation that is well established in the City of Jackson and has shown itself to be uniquely qualified to preserve and maintain the depot at no additional cost to the City; and

WHEREAS, in order for the Jackson Historical Society to preserve and maintain the depot, it requires that it's rights and obligations be established pursuant to a lease agreement, a copy of which is attached hereto; and

THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE AUTHORITY OF THE CITY OF JACKSON, OHIO THAT THE MAYOR OF THE CITY OF JACKSON OR HIS DESIGNATED AGENT BE AND IS HEREBY AUTHORIZED TO EXECUTE THE LEASE AGREEMENT ATTACHED HERETO AS EXHIBIT A.

It is hereby found and determined that all formal actions of this Council relating to the adoption of this Resolution 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 26th day of January, 2015.


President of Council

ATTEST:
Sherry Barr
Clerk of the Legislative Authority

Approved this 26th day of January, 2015


Mayor

LEASE AGREEMENT
(RAILROAD DEPOT REAL PROPERTY)

This Lease Agreement (Railroad Depot Real Property) ("Lease") is made between the **City of Jackson** ("City"), an Ohio municipal corporation, and **Jackson Historical Society** ("Society"), an Ohio non-profit corporation, under the following circumstances:

- A. The City owns certain real property at Broadway Street in Jackson, Ohio, which includes a historically significant railway depot building, parking area, and surrounding lands;
- B. The Society owns certain real property near the railway depot building, as described in the survey plat attached as Exhibit A;
- C. The Articles of Incorporation of the Society provide that the purposes for which the corporation is formed are as follows:

The purposes for which this corporation is formed are to promote the development of an interest in all things of a historical nature in Jackson, Ohio, and the area surrounding Jackson, Ohio; to acquire by purchase or lease or otherwise, real property and personal property, and to own, improve and hold property for the accommodation, convenience and education of the general public; to maintain, develop, and operate all types of historical sites; and to do all things necessary in connection therewith.

- D. Both parties desire for the Society to take over possession of that part of the real property which is described by sketch in Exhibit B, attached (the "Real Property"), for the purposes set forth in its corporate Articles, in conjunction with the Society's development of its own real property as shown in Exhibit A.

ACCORDINGLY, the parties in consideration of their mutual promises agree as follows:

- 1. Lease; Right-of-Way Reserved. The City hereby leases the Real Property to the Society, and the Society leases the Real Property from the City, except that the City reserves a right-of-way easement fifteen feet wide from East Broadway Street across the Real Property to its southeast boundary. This right-of-way shall remain unpaved but suitable and accessible for use by the City's utility vehicles. This right-of-way is

restricted to use by the City's utility vehicles, and may not be used by third parties without express prior permission in writing from the Society.

2. Term. The term of this Lease shall be ten years from the date when the Lease is fully signed. This term may be extended by renewal as provided in this Lease, and shall be subject to earlier termination as provided in this Lease.

3. Rent. The rent for this Lease shall be One Dollar per year, payable when the Lease is fully signed, and at annual intervals thereafter during the term. This rent shall remain One Dollar per year during any and all renewals of the term. The Society may pay the rental for the entire initial lease term in advance when the Lease is fully signed.

4. Renewals of the Term. This Lease shall automatically renew for successive periods of ten years for each automatic renewal unless the Society serves written notice of nonrenewal upon the City at least sixty days before the commencement of the next upcoming renewal term. This Lease may not in any event be renewed for more than four renewal terms.

5. Permitted Uses of the Real Property. The Society shall have exclusive possession of the Real Property for any use allowed by the Purpose Clause in its Articles of Incorporation as stated above, except for the right-of-way easement reserved by the City. These uses may include but shall not be limited to the following: historical preservation and restoration, museum display, meetings, parking, installing other historical structures upon the grounds, and the like.

6. Maintenance. The Society shall at its expense maintain the Real Property in good condition. This duty to maintain includes all repairs, whether major or minor, to all structures, windows, roofs, heating, air conditioning, plumbing, and the like.

7. Utilities. The City shall at its expense provide electric, water, sewer and trash pickup utility services to the existing structures upon the Real Property free of charge to the Society, up to \$200.00 per month. The

Society shall pay and keep current billings for other utilities, including gas, heating fuel, telephone, and internet. The City also at its expense shall maintain in good condition and operate the three area security lights which are currently in the vicinity of the railroad depot building.

8. Real Property Tax. The Society shall pay any and all real property taxes which may be assessed and levied upon the Real Property. The parties intend for the Real Property to remain exempt from real property tax.

9. Indemnification. During the term of this Lease, including any renewals, the Society at its expense shall obtain and carry comprehensive general liability insurance in limits referred to as \$1,000,000 aggregate, \$1,000,000 each accident, and \$250,000 property damage, with respect to the Real Property. The policies shall cover liability for occurrences in or on the Real Property, including structures, sidewalks, parking areas and entranceways. The Society shall produce proof of this insurance upon the City's request. The parties do not intend for this insurance to cover occurrences involving the use of the right-of-way easement by the City's utility vehicles.

10. Casualty Loss. The Society shall repair damage caused by fire or some other casualty, to the extent that the damage can be repaired. During the term of the Lease, including any renewals, the Society at its expense shall reimburse the City for the City's premium for casualty insurance attributable to the railroad depot building and improvements. The City shall maintain its current level of coverage. The loss payees of this insurance shall be the City and the Society, as their interests may appear. The City shall produce proof of this casualty insurance upon the Society's request.

11. Grounds of the Premises. The Society shall keep the grounds within the Real Property well-trimmed, landscaped, and free of trash and debris. During the growing seasons the Society shall keep grassy areas mowed. During the winter season the Society shall keep parking areas, sidewalks, and common areas free of ice and snow.

12. Termination without Cause. The Society may terminate this Lease without cause upon six months' written notice delivered to the City.

13. Termination with Cause. The City may terminate this Lease in the event the Society fails to cure a breach of the Lease within sixty days after receiving notice of the breach. In addition, the City may terminate this Lease upon ninety days' written notice to the Society in the event the Society dissolves or becomes defunct.

14. Notice Addresses. Notice to the City may be made by mailing or delivering the notice to Office of the Mayor, Municipal Building, 145 Broadway Street, Jackson, Ohio 45640, or whatever other address the City provides to the Society.

Notice to the Society may be made by mailing or delivering the notice c/o J. Michael Stroth, Statutory Agent, 28 Longworth Street, Jackson, Ohio 45640, or whatever other address the Society provides to the City.

15. Capacity to Lease. The City warrants that it has received authority from its City Council to enter into this Lease. Also, the City warrants that no other lease or leasehold relationship applies to or encumbers the Real Property, or any portion of the Real Property.

The Society warrants that it has received authority from its governing authority to enter into this Lease.

16. Assignment of Lease. The Society may not assign any of its rights in this Lease without the City's consent, which shall not be unreasonably withheld. Purchase, merger, or any transformation of the Society shall constitute an assignment for purposes of this provision.

17. Apple Festival Use. The possessory rights leased to the Society are intended to be exclusive. No use or right-of-way shall be granted to any other person at any time, including during the City's Apple Festival, except for the right-of-way easement previously reserved only for the City's utility vehicles. The parties intend this use to be exclusive notwithstanding any previous use of the Real Property during the Apple Festival.

18. General Provisions.

a. Transferee Responsibility. This Lease shall be binding upon the successors and assignees of the parties to the same extent as it is binding upon the parties themselves.

b. Ohio Law. This Lease shall be interpreted according to the law of Ohio.

c. Severability. In the event that one or more provisions of this Lease are found to be invalid, illegal, or otherwise unenforceable, the remainder of this Lease shall be interpreted as if the invalid, illegal, or otherwise unenforceable provision or provisions were not in it.

d. Integrated Contract. This Lease constitutes the only agreement of the parties hereto and supersedes any prior understandings and written or oral agreements.

e. Amendments. This Lease may be modified or amended only by a writing signed by both parties.

f. Recording. The parties do not intend to record this Lease.

19. Execution of Lease. This Lease is executed in Jackson County, Ohio, by signing as indicated below on _____, 20__.

CITY OF JACKSON:

JACKSON HISTORICAL SOCIETY:

By Randy Heath
Its Mayor

By George Kitchen
Its President

LEGEND

- ⊙ I.P. SET W/Cap BDM Ohio PS 6794
- Survey Point
- I.P. FOUND

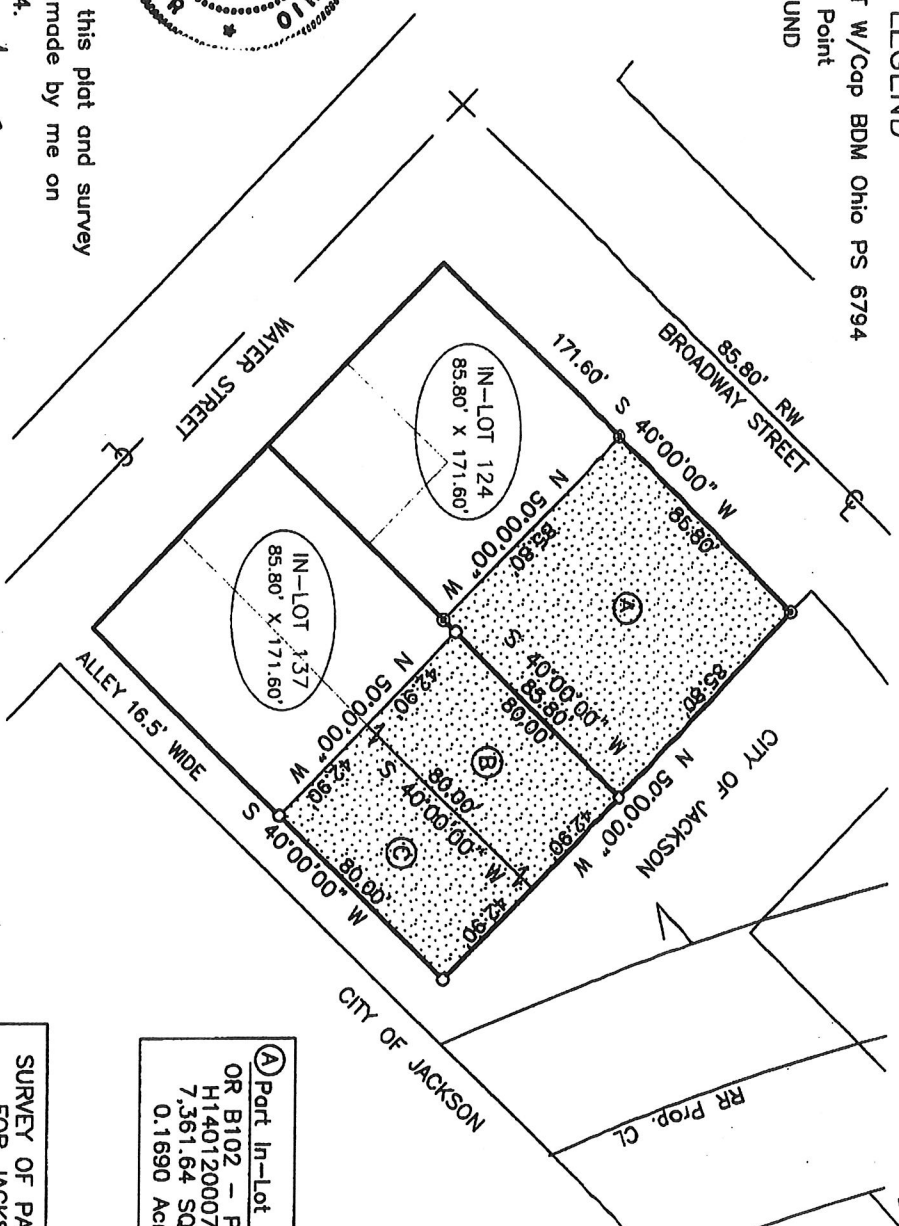


1" = 50'



I hereby certify this plat and survey are drawn and made by me on August 11, 2014.

Brian D. McPherson
 Brian D. McPherson, P.E., P.S.
 Professional Surveyor No. 6794



McPHERSON SURVEYING & ENGINEERING
 424 ROCK RUN RD, JACKSON, OHIO 45640
 740-418-8656

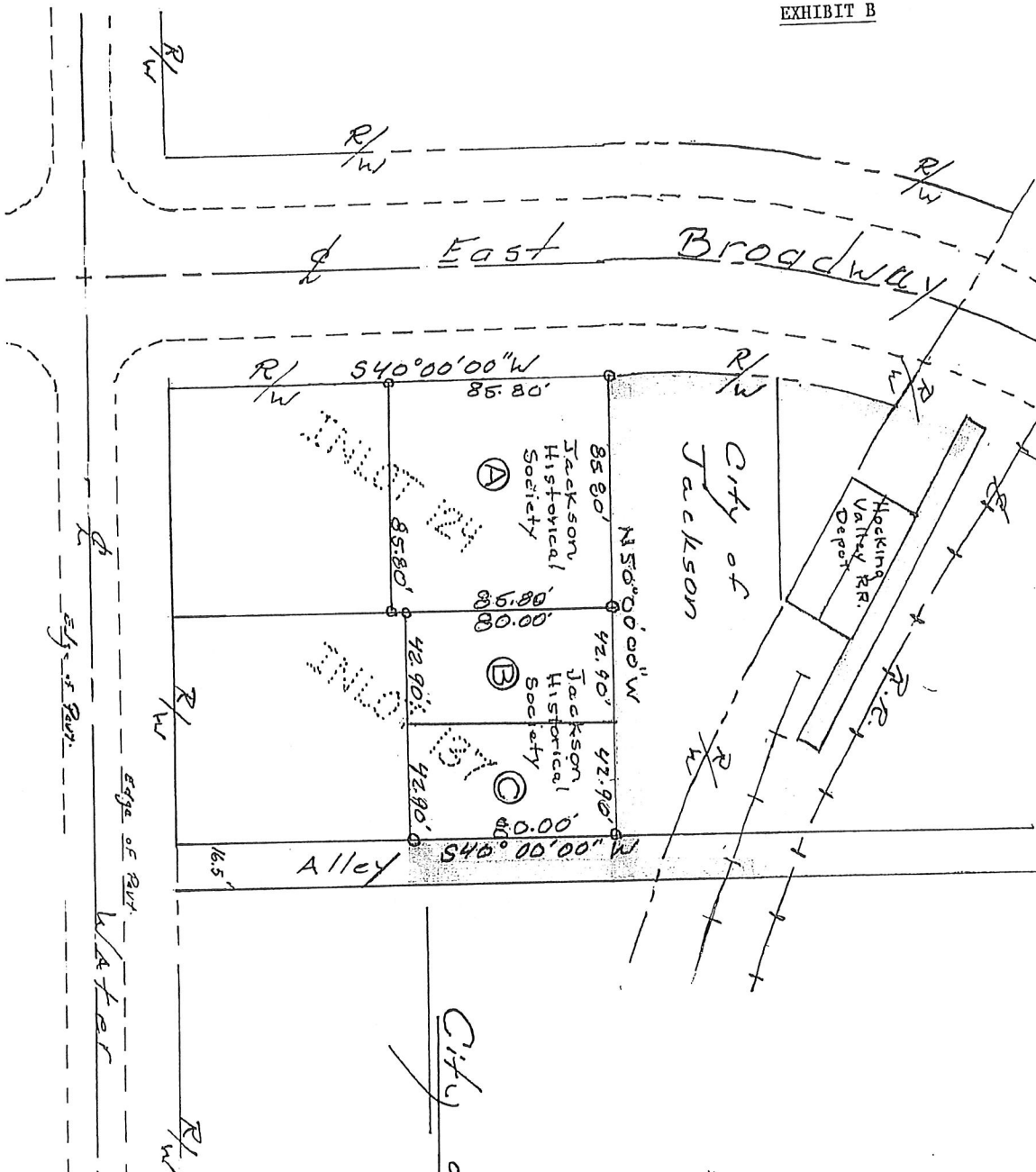
SURVEY OF PART OF IN-LOTS 124 & 137
 FOR JACKSON HISTORICAL SOCIETY
 SITUATED IN THE ORIGINAL TOWN ADDITION
 OF THE CITY OF JACKSON (Salt Lick Twp.)
 R.18W, T.7N, LICK TWP, JACKSON CO, OHIO

Ⓐ Part In-Lot 124
 OR B102 - P0185
 H140120007900
 7,361.64 SQ. FT.
 0.1690 Acres

Ⓑ Part In-Lot 137
 OR B102 - P0186
 H140080017601
 3,432.00 SQ. FT.
 0.0788 Acres
 Ⓒ Part In-Lot 137
 OR B102 - P0186
 H140080017602
 3,432.00 SQ. FT.
 0.0788 Acres

1. Bearings are rotated and based on original town plat. All other bearings are a result of angles and distances measured in the field.
2. All iron pins set are 5/8" x 30" rebar with plastic cap, stamped Ohio PS 6794 BDM. All other monuments found are as noted in the legend.
3. Survey is subject to all legal utility easements and right-of-ways of record.

- REFERENCE DOCUMENTS
1. TAX PLATS
 2. G.I.S.
 3. PRIOR SURVEYS
 4. RECORDED DEEDS



LEGEND

(A)	Part of Inlot 124 OR B102 - P0185 H140120007900	7,361.84 SF
(B)	Part of Inlot 137 OR B102 - P0186 H140080017601	3,432.00 SF
(C)	Part of Inlot 137 OR B102 - P0186 H140080017602	3,432.00 SF

Area to be leased is within the outside edge of the blue perimeter.

by J.M. Smith
2014

**LEASE AGREEMENT
(CABOOSE)**

This Lease Agreement ("Caboose Lease") is made between the **City of Jackson** ("City"), an Ohio municipal corporation, and **Jackson Historical Society** ("Society"), an Ohio non-profit corporation, under the following circumstances:

- A. The City owns a certain historically significant caboose ("Caboose") located at the Railway Depot property on Broadway Street in Jackson, Ohio;
- B. The Articles of Incorporation of the Society provide that the purposes for which the corporation is formed are as follows:

The purposes for which this corporation is formed are to promote the development of an interest in all things of a historical nature in Jackson, Ohio, and the area surrounding Jackson, Ohio; to acquire by purchase or lease or otherwise, real property and personal property, and to own, improve and hold property for the accommodation, convenience and education of the general public; to maintain, develop, and operate all types of historical sites; and to do all things necessary in connection therewith.

- C. Both parties desire for the Society to take over possession of the Caboose, for the purposes set forth in its corporate Articles.

ACCORDINGLY, the parties in consideration of their mutual promises agree as follows:

1. **Lease.** The City hereby leases the Caboose to the Society, and the Society leases the Caboose from the City.
2. **Term.** The term of this Caboose Lease shall be ten years from the date when the Caboose Lease is fully signed. This term may be extended by renewal as provided in this Caboose Lease, and shall be subject to earlier termination as provided in this Caboose Lease.
3. **Rent.** The rent for this Caboose Lease shall be One Dollar per year, payable when the Caboose Lease is fully signed, and at annual intervals thereafter during the term. This rent shall remain One Dollar per year during any and all renewals of the term.

4. Renewals of the Term. This Caboose Lease shall automatically renew for successive periods of ten years for each automatic renewal unless the Society serves written notice of nonrenewal upon the City at least sixty days before the commencement of the renewal term. This Caboose Lease may not in any event be renewed for more than four renewal terms.

5. Permitted Uses of the Caboose. The Society shall have exclusive possession of the Caboose for any use allowed by the Purpose Clause in its Articles of Incorporation as stated above. These uses may include but shall not be limited to the following: historical preservation and restoration, museum display, and the like.

6. Maintenance. The Society shall at its expense maintain the Caboose in at least fair condition. This duty to maintain includes all repairs, whether major or minor, to the structure.

7. Liability Insurance Coverage. The City shall maintain its liability insurance policy in the currently established coverages and face amounts upon the Caboose. The Society shall promptly reimburse the City for the portion of the annual liability policy premiums which is attributable to the Caboose.

8. Casualty Loss. The Society shall not be responsible for damage to the Caboose caused by fire, vandalism, or some other casualty not the fault of the Society.

9. Termination without Cause. The Society may terminate this Caboose Lease without cause upon six months' written notice delivered to the City.

10. Termination with Cause. The City may terminate this Caboose Lease in the event the Society fails to cure a breach of the Caboose Lease within sixty days after receiving notice of the breach. In addition, the City may terminate this Caboose Lease upon ninety days' written notice to the Society in the event the Society dissolves or becomes defunct.

11. Notice Addresses. Notice to the City may be made by mailing or delivering the notice to Office of the Mayor, Municipal Building, 145 Broadway Street, Jackson, Ohio 45640, or whatever other address the City provides to the Society.

Notice to the Society may be made by mailing or delivering the notice c/o J. Michael Stroth, Statutory Agent, 28 Longworth Street, Jackson, Ohio 45640, or whatever other address the Society provides to the City.

12. Capacity to Lease. The City warrants that it has received authority from its City Council to enter into this Caboose Lease. Also, the City warrants that no other lease or leasehold relationship applies to the Caboose, or to any portion of the Caboose.

The Society warrants that it has received authority from its governing authority to enter into this Caboose Lease.

13. Assignment of Caboose Lease. The Society may not assign any of its rights in this Caboose Lease without the City's consent, which shall not be unreasonably withheld. Purchase, merger, or any transformation of the Society shall constitute an assignment for purposes of this provision.

14. General Provisions.

a. Transferee Responsibility. This Caboose Lease shall be binding upon the successors and assignees of the parties to the same extent as it is binding upon the parties themselves.

b. Ohio Law. This Caboose Lease shall be interpreted according to the law of Ohio.

c. Severability. In the event that one or more provisions of this Caboose Lease are found to be invalid, illegal, or otherwise unenforceable, the remainder of this Caboose Lease shall be interpreted as if the invalid, illegal, or otherwise unenforceable provision or provisions were not in it.

d. Integrated Contract. This Caboose Lease constitutes the only agreement of the parties hereto as to the Caboose and supersedes any prior understandings and written or oral agreements.

e. Amendments. Any and all amendments to the Lease shall be in writing and signed by both parties.

15. Execution of Caboose Lease. This Caboose Lease is executed in Jackson County, Ohio, by signing as indicated below on _____, 20__.

CITY OF JACKSON:

JACKSON HISTORICAL SOCIETY:

By Randy Heath
Its Mayor

By George Kitchen
Its President