

**ORDINANCE NO. 20-019**

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH JAMES N. STEVENSON FOR A 30 +/- ACRE TRACT OF LAND ON PARKVIEW DRIVE AND DECLARING AN EMERGENCY

**WHEREAS**, James N. Stevenson desires to lease a 30+/- acre parcel of land owned by the City for agricultural purposes; and

**WHEREAS**, the City hereby finds and determines that the 30 +/- acre tract of land on Parkview Drive is not immediately required by the City for its purposes, and the lease of such land to the James N. Stevenson will promote the welfare of the residents of the City, and

**NOW, THEREFORE**, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

**Section 1.** That the Mayor be and hereby is authorized and directed to lease the 30 +/- acre tract of land to James N. Stevenson as agreed to in a lease agreement substantially similar to Exhibit A which is attached hereto and made part hereof.

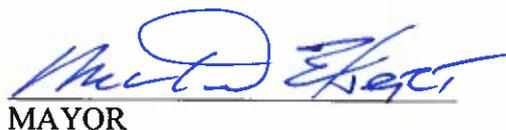
**Section 2.** That this ordinance hereby is declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare and specifically for the reasons set forth in the preamble hereto; wherefore, this ordinance shall take effect and be in force from and after its passage.

DATE PASSED 4/6/2020



PRESIDENT OF COUNCIL

ATTEST Amanda M Jackson  
CLERK OF COUNCIL



MAYOR

DATE APPROVED 4-7-2020

APPROVED AS TO FORM:

Eugene J. Hane  
LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Amanda M Jackson  
CLERK-TREASURER

## Lease

This lease is made and entered into this day of April, 2020 between the CITY OF CANAL WINCHESTER, OHIO, an Ohio municipal corporation, (hereinafter "Lessor"), located at 36 South High Street, Canal Winchester, Ohio and JAMES N. STEVENSON, (hereinafter "Lessee"), of 7514 Braun Road, Groveport, Ohio.

### Background

- A. Lessor owns or controls a certain plot, parcel or tract of land of 75.637+/- acres, together with all rights and privileges arising in connection therewith, located on Groveport Road, Madison Township, Franklin County, Ohio and more fully identified in paragraph 3 ("Premises").
- B. Lessor desires to lease to Lessor and Lessee desires to lease from Lessor the Premises on the terms and conditions set forth herein.

### Statement of Agreement

1. **PREMISES.** Lessor agrees to lease to Lessee a 30.00 ± acre portion of the 75.637 acre tract of real estate located in Madison Township, Franklin County, Ohio known as parcel number 184-003184-00 as generally depicted on the map attached hereto as Exhibit "A" and incorporated herein by reference.
2. **TERM.** The term of this lease shall be for a period of three years commencing on April 8, 2020 and ceasing on April 7, 2023.
3. **LEASE PAYMENTS.** Lessee will pay to Lessor One Hundred Twenty-Five Dollars and Zero Cents (\$125.00) per acre rent for the use and occupancy of the premises, or an annual sum of Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750). Payments shall be due in two annual installments of One Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$1,875) with the first payment due on or before May 1<sup>st</sup> and the second payment due on or before November 1<sup>st</sup> of each year of the lease term.
4. **POSSESSION.** Lessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to the Lessor on the last day of the term of this Lease, unless otherwise agreed to by both parties in writing. At the expiration of the term, Lessee shall remove its goods and effects and peaceably yield up the Premises,

including improvements, to Lessor as in as good condition as when delivered to Lessor, ordinary wear and tear excepted.

5. **NO PARTNERSHIP.** Nothing in this lease shall create a partnership, joint venture, employment or any other relationship between Lessor and Lessee, than that of landlord and tenant. Neither party shall be liable, except as otherwise expressly provided herein, for the other party's obligations or liabilities. Lessee shall indemnify and hold Lessor and his property, including the Premises, free and harmless from all obligations and liabilities incurred by Lessee in conducting farming on the Premises, whether under this lease or otherwise.
  
6. **USE OF PREMISES/ABSENCES.** The Premises shall be used for the purpose of planting, growing, and harvesting of crops. The Premises shall not be used for any other purpose without Lessor's prior written consent. Lessee shall carry on all the activities specified above in accordance with good husbandry and the best practices of the farming community in which the leased premises are situated. Lessee shall, at Lessee's cost and expense, comply with any and all laws, ordinances, rules, regulations, requirements, and orders present or future, of any federal, state, county, or municipal governments which may in any way apply to the use, maintenance, operations, or production of crops on the leased premises, or the sale or disposition of those crops. Lessee agrees not to apply pesticides, insecticides, fungicides, herbicides, or other chemical treatments that will have a residual effect beyond the term of this lease except with the prior written consent of the Lessor.
  
7. **DISEASE OR BLIGHT.** If any disease or blight of any character appears on the Premises or in or on any crop growing or grown on the Premises, Lessee shall, at his expense:
  - (a) Employ the best known methods for eradicating such disease or blight; and
  - (b) Consult with and follow the advice of all experts on the subject recommended by or approved by Lessor, who have offices or reside within fifty miles of the Premises.
  
8. **INSURANCE.** Lessee shall obtain and maintain in effect a public liability insurance policy naming Lessor as an additional named insured with policy limits of not less than one million dollars (\$1,000,000.00) per person, per injury, which policy shall provide that (i) Lessor is an additional named insured; and (ii) prior to termination of

such policy, at least ninety (90) days advanced written notice shall be given to Lessor.

9. **MAINTENANCE, TIMBER.** Lessee agrees to maintain the premises in a neat and orderly manner and to comply with all regulations, rules, ordinances and requirements of all applicable governmental authorities. All non-tillable areas are to be mowed and Lessee shall also make repairs to drainage tiles and open ditches when necessary. Lessee will not cut any standing timber on the premises. Fallen trees may be removed by Lessee. Lessee will not make any alteration or additions on or to the premises without the prior written consent of Lessor.
  
10. **ASSIGNMENT.** This Agreement may not be assigned or transferred in whole or in part by either Party without the written consent of the other. Any purported assignment without the express written consent of the other is void.
  
11. **INDEMNIFICATION.** Lessee will indemnify and hold Lessor harmless from and against any and all claim, loss, injury (including death) or damage to persons or property caused by, or sustained in connection with, the terms of this Agreement, or out of any act of Lessee, Lessee's employees, agents, invitees or licensees, or based on a violation of statute, ordinance, and the defense of any such claims or actions, including reasonable attorney fees and costs.
  
12. **ACCESS TO PREMISES.** Lessor shall have the right to access to the property at all reasonable times, without notice, to make inspections, provide necessary services, show the property to prospective buyers or for any other reasonable purpose as determined by the Lessor's sole discretion.
  
13. **DANGEROUS MATERIALS.** Lessee shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of the Lessor is obtained and proof of adequate insurance protection is provided by Lessee to Lessor.

14. **RIGHT OF FIRST REFUSAL.** If any time during the term of this lease, Lessor shall receive a bona fide offer to purchase the leased property, it shall furnish to Lessee a true and correct copy of the proposed agreement which the offeror is ready, willing, and able to sign and notify Lessee that Lessor is reading, willing and able to sign it. Lessee may, by giving notice to Lessor within 30 days after Lessee's receipt of the proposed purchase agreement, purchase the property, upon the terms, covenants, and conditions set forth therein. If the Lessee does not elect within the 30-day period, Lessor may enter into the proposed purchase agreement with the offeror. If the proposed agreement with the offeror is not consummated, Lessee's right to first refusal shall remain in effect.
15. **TERMINATION UPON SALE OF PREMISES.** Lessor may terminate this lease upon sixty (60) days written notice to Lessee that the Premises have been sold. Should the property be sold to anyone other than the Lessee, Lessee will be given reasonable opportunity and allowance to complete the current growing season and harvest any crops thereon.
16. **DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are damaged or destroyed by fire or other casualty to the extent that the farmland is substantially impaired, Lessor, in its sole discretion may elect to repair the Premises or terminate the Lease upon thirty (30) days written notice to Lessee. If the Premises are condemned or cannot be repaired, this Lease will terminate upon twenty (20) days written notice by either party.
17. **DEFAULTS.** After written notice of default provided by Lessor to Lessee, if Lessee fails to cure any financial obligation within five (5) days (or any other obligation within ten (10) days), Lessor may elect to cure such default and the cost of such action shall be added to Lessee's financial obligations under this Lease. All sums of money or charges required to be paid by Lessee under this Lease shall be additional rent, whether or not such sums or charges designated as "additional rent." If the fixed rent should at any time be in arrears and unpaid, and without any demand being made therefore, or if Lessee shall abandon or vacate the premises during the term or any extension thereof, or should fail to keep and perform any of the covenants and agreement of this Lease on Lessee's part to be kept and performed, Lessor, its successors and assigns, may enter upon the premises and have, repossess and enjoy the same as if this Lease had not been made, and thereupon this Lease and everything herein contained on the part of the Lessor to be done and performed shall be done and performed shall cease, determine and be utterly void; without

prejudice, however, to the right of Lessor to recover from Lessee all rent due up to the time of such entry. The commencement of a proceeding or suit in forcible entry and detainer or ejectment, or otherwise, after any default by Lessee, shall be equivalent in every respect to actual entry by Lessor. In the case of any such default and entry by Lessor, all improvements made and placed upon the premises by Lessee shall be left on the premises and become, including any crops, the property of the Lessor. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

18. **HOLDOVER.** If Lessee maintains possession of the Premises for any period after the termination of this Lease (“Holdover Period”), Lessee shall pay to Lessor lease payment(s) during the Holdover Period at a rate equal to 150% of the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

19. **NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received after the third day of posting:

**LESSOR:**

The City of Canal Winchester  
ATTN: Mayor Michael Ebert  
36 South High Street  
Canal Winchester, Ohio 43110

**LESSEE:**

James N. Stevenson  
7514 Braun Road  
Groveport, Ohio 43125

23. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Ohio.

24. **ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

25. **SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would be become invalid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26. **WAIVER.** The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**IN WITNESS WHEREOF**, the parties have executed this Lease on the date set forth above.

Signed and acknowledged

In the presence of:

**Lessor:**

THE CITY OF CANAL WINCHESTER,  
An Ohio municipal corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Michael Ebert, Mayor

\_\_\_\_\_  
Printed Name

**Lessee:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
James N. Stevenson

\_\_\_\_\_  
Printed Name



Exhibit A

