

RESOLUTION NO. 2023-09

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO A SUBLEASE AGREEMENT WITH JATT RIVERSIDE LLC. FOR THE RIVERSIDE MARINA BUILDING AND RELATED SITE.

WHEREAS, the Lorain Port Authority through Ordinance No. 29-91 lease the Riverside Marina Building from the City of Lorain, Ohio; and

WHEREAS, it is the desire of the Lorain Port Authority to sublease the Riverside Marina Building and surrounding site to JATT RIVERSIDE LLC, for the creation of a waterfront bar and restaurant facility.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Lorain Port Authority:

SECTION I. That the Board of Directors hereby authorizes the Executive Director or his designee to enter into a Sublease Agreement with JATT RIVERSIDE LLC. for the Riverside Marina Building and related site based upon the terms and conditions attached hereto.

SECTION II. It is found and determined that all formal proceedings and actions of this Board concerning and relating to the passage of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal Requirements, including Section 121.22, of the Ohio Revised Code.


Ayes: 7

Nays: 0

Abstain: 1

Adopted: 03/14/2023


Brad Mullins, Chairman


Tom Brown, Executive Director

SUBLEASE AGREEMENT BETWEEN THE LORAIN PORT AUTHORITY

AND

JATT RIVERSIDE, LLC

Be It Known, that the Lorain Port Authority, (“Sublessor”), and Jatt Riverside, LLC (“Sublessee”), do on this ____ day of _____, 2023 enter into a sublease agreement for the Riverside Park Marina Building and a portion of the adjoining grounds (“the Premises”)

for the purposes of establishing a bar/restaurant and all incidental uses related thereto.

IT IS AGREED that under the terms of this Agreement the Sublessee shall be permitted operate a bar/restaurant business on the Premises and to carry on any necessary acts to promote the commercial activity and operation of the facilities subleased hereunder, being subject to the Agreements terms and conditions.

The parties hereto acknowledge and agree to respect the conditions as imposed by Lorain Ordinance No. 29-91 upon the party's respective tenancies. Sublessee agrees to seek approval of the Sublessor and City of Lorain as Owner of any improvements that would constitute a breach of this contractual obligation as referenced in Lorain Ordinance No. 29-91. A copy of said ordinance is attached hereto as Exhibit “A” and incorporated by reference herein; The Sublessee agrees that it shall do nothing that will violate said ordinance. Should the Sublessor and/or the City of Lorain deny the Sublessees use or improvements of the Premises, this Sublease shall terminate and be of no further force and effect.

1. **AREA TO BE SUBLEASED:** The parties do hereby agree that the real property as is set forth and described upon Exhibit “B” and designated as "MAP OF AREA TO BE SUBLEASED" as attached hereto is fully incorporated by reference herein. Each party has agreed to have their authorized representative initial and execute said Exhibit as an indication that it finds that the area is acceptable and fully capable of contemplated use under all conditions and terms of this Agreement. Sublessor shall deliver possession of the Premises to Sublessee on _____, 2023.
2. **IMPROVEMENTS & APPROVAL:** All improvements to the Premises shall be subject to the prior design approval of the Sublessor, which approval shall not be unreasonably withheld or delayed. Sublessee shall have the right at its sole cost and expense to construct, renovate, improve, add to, remodel and develop such improvements as approved in the future on the Premises; however, upon termination of this Sublease agreement, any improvements affixed to the Premises or constructed upon the real property shall belong to the Sublessor without cost or payment of any kind as the same are considered to be a form of rent. If other property is to be removed no credit or set-off against rent for the improvement may be declared eligible as a credit or set-off under this Sublease agreement for any reason.

3. LEASE CONSIDERATION: Sublessee, agrees to pay to the Sublessor, as consideration for this Agreement as follows:

The sum of \$0 per month for the six (6) months beginning upon execution of this document. Upon expiration of the six (6) month period the rent shall be increased to \$500.00 per month for six months, payable in advance on the first day of each month. All months after shall be \$1,000 for the remainder of the five-year lease agreement, payable in advance on the first day of each month.

- i. REVERTER OF LEASE INTEREST OF SUBLESSEE: The interests of the Sublessee under this Sublease agreement shall end and terminate upon discontinuance of the "use" of the Premises as a bar/restaurant by Sublessee. If Sublessee has not obtained an occupancy permit by January 1, 2024 this Sublease agreement shall end and terminate and be of no further force and effect.

4. UTILITIES & EXPENSES: Sublessee shall arrange for and pay for all utilities furnished to the Premises and any other expenses associated for the repair or maintenance of the Premises for the term of this Sublease, including but not limited to all lighting, security-services, landscaping services, water/sewer, electricity, gas, internet, radio, all other communications and/or telephone service(s) desired by Sublessee. Sublessee shall also be responsible to provide for its own waste disposal as may be required or generated by its use of the Premises.
5. TERM & TERMINATION OF AGREEMENT: The term of this Sublease shall commence on _____, 2023 and shall continue for five (5) years until _____, 2028. Provided all terms of this Agreement and Sublease are complied with and Sublessee is not in default of this Sublease, the Sublessee shall have the option to renew this Sublease for two (2) consecutive terms of five (5) years each. Should the Sublessee exercise its option to extend the lease, rental rate shall be negotiated by the parties. Should the Sublessee not exercise its option to renew this Sublease, the Sublessee shall become a month-to-month tenant with the rental rate being 110% of the then current monthly rental amount.
6. PROHIBITED USE & ENVIRONMENTAL MATTERS: Sublessee shall ensure that all citizens shall be able to use the Premises in a non-discriminatory manner. The Sublessee will not use or occupy said premises for any unlawful purposes; and that the Sublessee will conform to and obey all present and future laws, ordinances, rules, regulations, requirements and orders of the United States of America, the State of Ohio, the County of Lorain, and of all federal and/or state governmental authorities or agencies, and of all municipal departments, bureaus, or boards or officials for said governmental unit, respecting said Premises and the use and occupation thereof. Sublessee shall not do, nor allow anyone else to do anything affecting the property that is in violation of any law. Sublessee shall not cause or permit the illegal presence, use, disposal, storage, or release of any hazardous substances on or in the Premises. Sublessee shall not do, nor allow anyone else to do anything affecting the Premises that is in violation of any law or regulation issued by the United States of America

E.P.A. or the Ohio E.P.A.; Sublessee shall give Sublessor prompt written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law of which Sublessee has actual knowledge. If Sublessee learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Premises is necessary and that said matter has been caused by Sublessee or its agents, then the Sublessee shall, at Sublessee's sole cost, promptly take all necessary remedial actions in accordance with environmental law for matters caused by Sublessee. Sublessee shall conduct not less than annual inspections of the Premises to ensure that the provisions of this paragraph are at all times fully complied with; written reports of such inspections shall be provided to Sublessor.

7. REPAIRS AND MAINTENANCE:

A. The Sublessor,

- i. shall keep the grinder pump, boardwalk, building foundation, roof and outer walls of the leased building in good repair, except that Sublessor shall not be obligated to make any repairs to the same which are caused by the act or negligence of Sublessee, its agents, employees, or licensees;

B. Sublessee,

- i. shall make all ordinary repairs to the interior walls, floors, ceilings, doors, trim, windows, and all other appliances at its sole cost or expense. Sublessee shall keep and maintain the premises in good order, condition and repair in a clean, sanitary and safe condition;
- ii. shall provide general maintenance services to Riverside Park (litter pick up);
- iii. shall utilize its best efforts to assist the Sublessor in reducing the cost of any subsequent repair, renovation or rehabilitation cost; through the provision of services, labor and materials, etc.

iiii. shall be responsible for all renovation or rehabilitation costs to the Premises.

8. NO WASTE OR NUISANCE: The Sublessee shall not commit waste and shall not allow any nuisance on the Premises.

9. ENTRY UPON PREMISES BY SUBLESSOR: Sublessor reserves for itself and its respective agents and affiliated governmental agents, including any public service or public safety employee, police, fire, health department employees, the right to enter on the premises at reasonable times to inspect the Premises for any purpose. Except in the case of an emergency, Sublessor shall provide Sublessee with twenty-four (24) hours written notice of entry and Sublessee shall have the right to have a representative present.

10. SIGNS: Sublessee shall comply with all city ordinances and regulations with respect to appropriate signs or other structures projecting from the Premises. The Executive Director of

the Sublessor or his or her designee must approve all signage before it is used; Said approval shall not be unreasonably withheld.

11. **LIABILITY/DAMAGE CLAIMS:** Sublessee shall indemnify Sublessor from all liability, loss or other damage claims or obligations resulting from any injuries or losses whatsoever relating to the occupancy of the Premises by Sublessee.

12. **INDEMNITY:** To the greatest extent permitted by law, Sublessee shall and will at all times hereafter indemnify and save harmless the Sublessor and the City of Lorain, Ohio from and against any and all detriment, damages, losses, demands, claims, suits, costs and expenses which they may suffer, sustain or be subject to as a result of any negligent act or omission on the part of any invitee, agent of the Sublessee, its licensees, invitees or subtenants, or any of their customers, agents, employees, licensees, and/or invitees, Sublessees or representatives, in connection with the use of the Premises as aforesaid. Sublessee covenants at all times to indemnify and save Sublessor harmless from all loss, liability, cost or damages that may occur or be claimed with respect to any person or property on, in, or about the leased premises or to the leased premises themselves resulting from my act done or omission by or through Sublessee, its agents, employees invitees, or any person on the premises by reason of Sublessee's use or occupancy or resulting from Sublessee's non-use, or possession of such property and any and all loss, cost, liability, or expense resulting therefrom; and further Sublessee covenants at all times to maintain such premises for the protection and care of all persons upon the premises.

13. **INSURANCE TO BE MAINTAINED:** Sublessee shall procure and maintain in force, at its expense, during the term of this Sublease, and any extension thereof, public liability insurance with insurers and through brokers approved by Sublessor, and Sublessor shall not unreasonably withhold such approval. Any policy of insurance so procured shall be with an insurance company license to do business in the State of Ohio. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in the area to be leased and the adjacent parking lot, in a minimum amount of One Million Dollars, (\$1,000,000.00) for injury to or death of each person injured per occurrence, Two Million Dollars, (\$2,000,000.00) aggregate, comprehensive general liability policy. The insurance policies shall provide coverage for contingent liability of Sublessor on any claims or losses. The policy shall designate Sublessor, the City of Lorain, Ohio, and any other parties in interest designated by Sublessor, and Sublessee as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Sublessor thirty (30) days prior written notice. An exact copy of the policy or certificate of insurance same shall be delivered to Sublessor. Sublessee shall be obligated to provide Sublessor any newly issued policies or riders issued by its insurer or any new insurer. If the insurance policies are not kept in force during the entire term of this lease, or any extension thereof, Sublessor may procure the necessary insurance and pay the premiums therefore, and the premium shall be repaid to Sublessor as an additional rent installment due on the first of the month following the date on which the premiums were paid

by Sublessor. Sublessor shall further procure and maintain in force, at the parties equal expense, during the term of this lease, and any extension thereof, an all perils coverage property insurance in an amount not less than the appraised value of the real property and improvements. Sublessee shall reimburse Sublessor one-half the cost of such all perils property insurance coverage. Said appraised value of said real property shall be updated each three years with an aim to ensure that Sublessor's interests are to be properly insured. Such procured "SPECIAL FORM ALL RISK COVERAGE" shall cover all perils, fire and extended coverage insurance shall be adequate to protect against all perils which said real property and building may be subjected to, including, but not limited to: fire, smoke, explosion, gunshot, glass breakage, vandalism, criminal damaging, theft, storm, wind or tornado, lightning, ice and water damage, sewerage backup, pipe bursting, etc., if attainable. Any policy of insurance so procured shall be with an insurance company licensed to do business in the State of Ohio. The policy shall name Sublessor, the City of Lorain, Ohio, and any other parties in interest designated by Sublessor, and Sublessee as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Sublessor thirty (30) days prior written notice. The policy or policies or an exact copy of the same shall be delivered to Sublessor for keeping. Sublessee shall be obligated to provide Sublessor any newly issued policies or riders issued by its insurer or any new insurer. If the insurance policies are not kept in force during the entire term of this lease, or any extension thereof, Sublessor may procure the necessary insurance and pay the premiums, therefore, and the premium shall be repaid to Sublessor or as an additional rent installment due on the first of the month following the date on which the premiums were paid by Sublessor. Sublessee agrees not to sue Sublessor and the City of Lorain, Ohio for any reason regarding any loss Sublessee claims to sustain and Sublessee agrees 'to indemnify Sublessor against any claims made by any third parties over any such loss. It is understood and agreed that loss by fire or other damage covered by insurance to the premises or any part thereof or to any property of the Sublessee located therein or the operation of the Sublessee conducted therein shall mean such loss however caused, and the Sublessee and Sublessor each agree to waive their rights of recovery and causes of action against the other for any damage suffered by either caused by any of the perils covered by the procured "SPECIAL FORM ALL RISK COVERAGE", all perils, fire and extended coverage of insurance policies; provided, however, that in the event it becomes impossible for either party to obtain insurance coverage because of this provision of waiver, then this provision shall be void. Sublessee is advised to and agrees to independently obtain such insurance coverage on Sublessee's interior improvements and contents as Sublessee deems appropriate to protect Sublessee's interests.

In the event the Premises is damaged by fire or other cause, Sublessor, at Sublessor's sole cost and expense, shall, as soon as reasonably possible thereafter, commence repair, restoration, and reconstruction of the Premises and prosecute it diligently until completion; provided, however, that Sublessor, in so doing, is only required to utilize whatever insurance proceeds are received by it as a result of such damage. In the event the damage to the Premises is of a nature that cannot be repaired, restored, or reconstructed within ninety (90) days of the date of damage, or such longer period as may be mutually agreed by the parties, either party may cancel and terminate this Lease by giving the other party notice in writing of

its intention to cancel this Sublease no later than thirty (30) days after the determination that the repair will require more than ninety (90) days to complete, whereupon the term of this Sublease shall terminate upon such notice being given.

In the event of repair, reconstruction and restoration by Sublessor as provided in this paragraph, the rental payable under this Sublease shall be reduced in proportion to the square footage unusable by Sublessee during the period of such repair, reconstruction, or restoration, unless the damage or destruction was caused by the negligent act or omission of Sublessee or Sublessee's agents, employees or invitees, in which event the provisions of this sentence shall not apply.

Sublessee shall not be released from any of its obligations under this Sublease except to the extent and under the conditions expressly stated in this paragraph. Notwithstanding anything to the contrary contained in this paragraph, if Sublessor is delayed or prevented from repairing or restoring the Premises for a period equal to or greater than ninety (90) days after the occurrence of the damage or destruction by reason of an event of force majeure, such as an act of God, war, pandemic, governmental restrictions, strike, inability to procure the necessary labor or materials, or other cause beyond the control of Sublessor, the time for repair, restoration or reconstruction shall be extended for a period equal to any such event of force majeure.

Notwithstanding anything to the contrary in this paragraph, Sublessor shall have no obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Article occurs during the last three (3) months of the term of this Sublease.

Upon any termination of this Sublease under any of the provisions of this paragraph, the parties shall be released without further obligation to the other under this Sublease as of the termination date, provided Sublessee shall remain liable to Sublessor for items that have accrued as of the termination date and are then unpaid.

14. **DEFAULT/REMEDIES OF SUBLESSOR FOR BREACH BY SUBLESSEE:** If Sublessee shall allow the rent or any additional rent to be in arrears by more than thirty (30) days, or shall remain in default under any other condition of this Sublease for a period of thirty (30) days after written notice to Sublessee, Sublessor may, at its option, proceed to have Sublessee evicted by judicial process. Thereafter Sublessor shall make all reasonable efforts to re-let the Premises or any part thereof, for all or any part of the remainder of Term, to a party satisfactory to Sublessor, and at such monthly rental as Sublessor may with reasonable diligence be able to secure. If in the event of termination of this Sublease due to Sublessee's default, Sublessor should be unable to re-let after reasonable efforts to do so, or should such monthly rental be less than the rental Sublessee was obligated to pay under this Sublease, or any renewal thereof, then Sublessee shall pay the amount of any such deficiency to Sublessor. No termination of this lease shall deprive Sublessor of any of its remedies or

action against Sublessee and Sublessee shall remain liable for past or future rent.

15. **GOVERNING LAW:** This agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Lorain County, Ohio. This Agreement takes effect upon its acceptance and execution by Sublessor and Sublessee; and shall be interpreted and construed under the laws of Ohio, which laws shall prevail in the event of any conflict of law. The parties agree that any action sought to be brought by either party in any court shall be brought within the Common Pleas Court for Lorain County, Ohio and do hereby waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. No right or remedy conferred upon or reserved to Sublessor or Sublessee by this Agreement is intended to be, nor shall be deemed, exclusive or any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative or every other right or remedy.

16. **CONTRACTUAL INTERPRETATION:** Each Paragraph, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any Paragraph, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation of or affect the remaining portions, sections, parts, terms and/or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms and/or provisions shall be deemed not part of this Agreement. Anything to the contrary herein notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Sublessor or Sublessee and such of their respective successors and assigns as may be contemplated by this Agreement any rights or remedies under or by reason of this Agreement. Sublessee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is contained within the terms of any provision hereof, as though it were separately stated in and made a part of this Agreement that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Sublessor is a party, or from reducing the copy of any promise or covenant to the extent required to comply with such a court order.

17. **NON-WAIVER OF RIGHTS:** No failure of Sublessor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Sublessee with any obligation or condition hereunder, and no custom or directive of the parties in variance with the terms hereof, shall constitute a waiver of Sublessor's right to demand exact compliance with the terms hereof. Waiver by Sublessor of any particular default by Sublessee shall not be binding unless in writing and executed by the party sought to be charged and shall not affect or impair Sublessor's right with respect to any subsequent default of the same or of a different nature; nor shall any delay, waiver, forbearance, or omission of Sublessor to exercise any power or rights arising out of any breach or default by Sublessee of any of the terms, provisions, or

covenants hereof, affect or impair Sublessor's rights nor shall such constitute a waiver by Sublessor of any right hereunder or the right to declare any subsequent breach or default. Subsequent acceptance by Sublessor of any payment(s) due to it hereunder shall not be deemed to be a waiver by Sublessor of any preceding breach by Sublessee of any terms, covenants, or conditions of this Agreement.

18. ASSIGNMENT, SUBLEASE OR LICENSE: Sublessee shall not assign or sublease the Premises, or any right or privilege connection therewith, or allow any other person except agents and employees of Sublessee to occupy the Premises or any part thereof without first obtaining the written consent of Sublessor. Consent by Sublessor shall not be consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Sublessee shall be void and Sublessor may terminate lease in such event at Sublessor's sole option. The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their legal representatives, successors, and assigns. The terms, conditions and provisions of this Agreement and sublease shall inure to and be binding upon Sublessor and Sublessee and their respective directors, officers, successors, and assigns.
19. NO MODIFICATIONS: This AGREEMENT is integrated and expresses the complete and entire agreement between the parties and no promise, representation, warranty, covenant, agreement or other undertaking not specifically contained herein shall be binding upon or inure to the benefit of either party hereto; It contains all of the parties' understandings and shall not be altered, changed or otherwise modified except by a written document executed by all parties hereto. It is distinctly understood between the parties hereto that all agreements and understanding of any character heretofore and between them are embodied in this instrument, and no changes shall be made herein unless the same shall be in writing and duly signed by the parties hereto in the same manner and form as this lease has been executed; This Agreement, any Exhibit attached hereto, and the documents referred to herein, shall be construed together and constitute the entire; full and complete agreement between Sublessor and Sublessee concerning the subject matter hereof, and supersede all prior agreements. No other representation has induced Sublessee to execute this Agreement, and there are no representation, inducements, promises, or agreement, oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this Agreement or otherwise. No amendment, change, or variance from this Agreement shall be binding on either party unless executed in writing by both parties.
20. Any notice, statement, or communication required or permitted to be given hereunder shall be considered as having been given if personally delivered or if mailed by overnight courier (UPS, Fed Ex), to the respective addresses of the parties specified in the agreement to the following addresses:

IF TO SUBLESSOR:

IF TO SUBLESSEE: Jatt Riverside, LLC

Attn: _____

IN WITNESS THEREOF, the parties hereto have caused their authorized representatives to sign this Agreement without reservation and thereby fully intending to contractually bind their respective principals to this Agreement and all its terms and conditions.

Executed this _____ day of _____, 2023.

Lorain Port Authority

Jatt Riverside, LLC

Printed Name: Tom Brown

Printed Name: _____

Title: Executive Director

Title: _____

STATE OF OHIO)
) SS:
LORAIN COUNTY)

Before me, a Notary Public, personally appeared, Tom Brown, Executive Director of the Lorain Port Authority, who acknowledged that he did sign the foregoing instrument in his official capacity as a duly authorized agent of the Lorain Port Authority and that the same is his free act and deed as such authorized agent.

In witness whereof, I hereunto set my hand and seal this _____ day of _____, 2023.

Notary Public

STATE OF OHIO)
) SS:
LORAIN COUNTY)

Before me, a Notary Public, personally appeared, the Sublessee, Jatt Riverside, LLC, by and through _____, who acknowledged that he/she did sign the foregoing instrument in his/her official capacity as a duly authorized agent of and that the same is his/her free act and deed as such authorized agent.

In witness whereof, I hereunto set my hand and seal this ____ day of _____, 2023.

Notary Public

Instrument Prepared by:
Lorain Port Authority
319 Black River Lane
Lorain, OH 44052

Lease area





AGREEMENT

CITY OF LORAIN AND LORAIN PORT AUTHORITY

This Agreement made this _____ day of _____, 1991 between the City of Lorain, a municipal corporation, organized and existing under the laws of the State of Ohio (hereinafter called "City") and the Lorain Port Authority, an instrumentality of the State organized and existing to perform essential government functions under Chapter 4582 of the Ohio Revised Code (hereinafter referred to as "Authority")

WITNESSETH:

WHEREAS, in the public interest and for the public purposes authorized by Section 13 of Article 8 of the Constitution of the State of Ohio, and pursuant to the provisions of Chapter 4582 of the Ohio Revised Code, and in conformity with its policy to promote for the health, safety, morals and general welfare of its inhabitants of the City of Lorain.

NOW, THEREFORE, the City of Lorain and the Lorain Port Authority do mutually agree as follows:

1. The Authority will constitute and act as an agency of the City for recreational development in the City, and as such agency will perform all acts in accordance with the terms and conditions of Ordinance No. _____.

2. The following terms and conditions will cover the lease between the Authority and the City of Lorain:

- A. The City of Lorain acting through its officers shall convey as agent of and on behalf of the City to Lorain Port Authority, a leasehold interest in the premises described as Exhibit "A" hereto for a period of fifty (50) years.
- B. In consideration for the aforementioned conveyance, Lorain Port Authority shall pay to the City of Lorain the sum of ONE DOLLAR (\$1.00), on the first day of May of each and every year hereafter, as rent.
- C. That the premises shall remain a waterfront park and that construction of any permanent facilities is prohibited with the exception of facilities of a recreational nature.

3. Possession of said premises shall be delivered to Lorain Port Authority on the date of the delivery of said Lease.

4. A copy of this Agreement and the Lease Agreement shall be filed in the office of the City Auditor and City Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written, at Lorain, Ohio.

WITNESS:

LORAIN PORT AUTHORITY

BY: _____
Chairman

BY: _____
Executive Director

CITY OF LORAIN, OHIO

BY: _____
MAYOR

BY: _____
DIRECTOR OF PUBLIC SERVICE

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE LORAIN PORT AUTHORITY FOR THE CONVEYANCE BY LEASE OF CERTAIN INTERESTS IN REAL PROPERTY AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Section 4582.22, Ohio Revised Code, the Lorain Port Authority, an instrumentality of the State of Ohio, conferred with powers considered to be essential governmental functions, authorized pursuant to Chapter 4582 of the Ohio Revised Code, has been designated by the City of Lorain as its agency for leasing real property for recreational purposes in or on the water or waterfront within its jurisdiction of the City of Lorain by Ordinance No. 87-06 of the Council of the City of Lorain, adopted May 4, 1964 and other subsequent authorities; and

WHEREAS, the Council of the City of Lorain has considered the proposed leasing of lands from the City of Lorain to the Lorain Port Authority and finds that it is to the City's benefit that said lands described in Exhibit "A" be leased to the Lorain Port Authority on the terms and conditions provided herein.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, STATE OF OHIO:

- SECTION I:** That the Council of the City of Lorain, Ohio hereby finds and determines that the lands and interests in the land referred to herein as the "premises" owned by the City of Lorain and described in Exhibit "A" attached hereto, are not needed or required by the City of Lorain for its purposes except for the rights of possession, use and cancellation as hereinafter set forth.
- SECTION II:** That it is hereby determined that the purpose, maintenance and operation of the premises shall be in accordance with the agreement between the City of Lorain and the Lorain Port Authority marked Exhibit "B" and made a part hereof.
- SECTION III:** That it is agreed that all permanent improvements made to the premises shall become the property of the City upon the termination of said Lease.
- SECTION IV:** That the City approves, confirms and continues the designation of the Lorain Port Authority as the agency of the City in order to carry out the policy of the City of Lorain to promote the health, safety, morals and general welfare of the inhabitants of the City of Lorain through the designation of the Lorain Port authority as the agency of the city, and the Mayor and the Director of Public Service are hereby authorized and directed to enter into an Agreement with the Lorain Port Authority.

SECTION V: That the Agreement referred to as Exhibit "B" of this Ordinance shall take substantially the form of the Agreement as that attached hereto.

SECTION VI: That it is found and determined that all formal action of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22, Ohio Revised Code.

SECTION VII: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety of the City, and for the further reason that this Council, in order to have more recreational opportunities and to improve the social and civic welfare of the people of the city of Lorain, desires to take advantage of the extraordinary opportunity now offered to it to make such a conveyance of the premises as will accomplish such purposes; wherefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor if it shall receive the requisite vote of Council; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: *1 April*, 1991

ATTEST: *Debra K. Dinkins* CLERK

APPROVED: *2 April*, 1991

J. A. Rich
PRESIDENT OF COUNCIL

Debra K. Dinkins
MAYOR

EXHIBIT A

Situated in the Township of Black river, County of Lorain, State of Ohio and known as being a part of original Black River Township Lot No. 1, Tract No. 1, now within the corporate limits of the City of Lorain and more definitely described as follows:

Beginning at an iron pin found set at the intersection of the northwesterly right-of-way line of Lakeside Avenue (60 feet in width) and the southwesterly right-of-way line of Alabama Avenue (30 feet in width), said iron pin shall hereinafter be known as the principal place of beginning;

Thence south 53 Degrees 55' 16" east along the southwesterly line of Alabama Avenue, a distance of 416.53 feet to a railroad spike set;

Thence south 77 Degrees 40' 14" west a distance of 111.65 feet to an iron pin set and passing through an iron pin set 88.33 feet therefrom;

Thence south 59 Degrees 37' 23" west a distance of 59.27 feet to an iron pin set;

Thence north 76 Degrees 58' 26" west a distance of 60.55 feet to an iron pin set;

Thence south 13 Degrees 01' 34" west a distance of 27.95 feet to a point on the City of Lorain dock and wharf line as established on the Black River by Lorain City Ordinance No. 270 dated July 26, 1894 and succeeding amending ordinances. Said point is downriver, north 76 Degrees 45' 36" west a distance of 206.56 feet from city dock corner "B" (7213.1084 north, 4890.4405 east);

Thence downriver along the dock and wharf line as established, north 76 Degrees 45' 36" west to a point at the southeast corner of lands now or formerly owned by the United States Government (a.k.a. United States Coast Guard, Ninth District);

Thence along the southeasterly line of the aforesaid U.S. Government lands, north 13 Degrees 01' 14" east a distance of 200.06 feet to an iron pin found set and passing through an iron pin found set 133.00 feet therefrom;

Thence north 47 Degrees 58' 24" east, a distance of 95.97 feet to the principal place of beginning and containing within said bounds 1.742 acres of land, be the same more or less but subject to all legal highways and easements of record.

EXHIBIT B

AGREEMENT

CITY OF LORAIN AND LORAIN PORT AUTHORITY

This Agreement made this _____ day of _____, 1991 between the City of Lorain, a municipal corporation, organized and existing under the laws of the State of Ohio (hereinafter called "City") and the Lorain Port Authority, an instrumentality of the State organized and existing to perform essential government functions under Chapter 4582 of the Ohio Revised Code (hereinafter referred to as "Authority")

WITNESSETH:

WHEREAS, in the public interest and for the public purposes authorized by Section 13 of Article 8 of the Constitution of the State of Ohio, and pursuant to the provisions of Chapter 4582 of the Ohio Revised Code, and in conformity with its policy to promote for the health, safety, morals and general welfare of its inhabitants of the City of Lorain.

NOW, THEREFORE, the City of Lorain and the Lorain Port Authority do mutually agree as follows:

1. The Authority will constitute and act as an agency of the City for recreational development in the City, and as such agency will perform all acts in accordance with the terms and conditions of Ordinance No. _____.

2. The following terms and conditions will cover the lease between the Authority and the City of Lorain:

- A. The City of Lorain acting through its officers shall convey as agent of and on behalf of the City to Lorain Port Authority, a leasehold interest in the premises described as Exhibit "A" hereto for a period of fifty (50) years.
- B. In consideration for the aforementioned conveyance, Lorain Port Authority shall pay to the City of Lorain the sum of ONE DOLLAR (\$1.00), on the first day of May of each and every year hereafter, as rent.
- C. That the premises shall remain a waterfront park and that construction of any permanent facilities is prohibited with the exception of facilities of a recreational nature.

3. Possession of said premises shall be delivered to Lorain Port Authority on the date of the delivery of said Lease.

4. A copy of this Agreement and the Lease Agreement shall be filed in the office of the City Auditor and City Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written, at Lorain, Ohio.

WITNESS:

LORAIN PORT AUTHORITY

BY: _____
Chairman

BY: _____
Executive Director

CITY OF LORAIN, OHIO

BY: _____
MAYOR

BY: _____
DIRECTOR OF PUBLIC SERVICE

ORDINANCE **NO.**

AN ORDINANCE, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE LORAIN PORT AUTHORITY FOR THE CONVEYANCE BY LEASE OF CERTAIN INTERESTS IN REAL PROPERTY AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to section 4582.22, Ohio Revised Code, the Lorain Port Authority, an instrumentality of the State of Ohio, conferred with powers considered to be essential governmental functions, authorized pursuant to Chapter 4582 of the Ohio Revised Code, has been designated by the City of Lorain as its agency for leasing real property for recreational purposes in or on the water or waterfront within its jurisdiction of the City of Lorain by Ordinance No. 87-06 of the Council of the City of Lorain, adopted May 4, 1964 and other subsequent authorities; and

WHEREAS, the Council of the City of Lorain has considered the proposed leasing of lands from the City of Lorain to the Lorain Port Authority and finds that it is to the City's benefit that said lands described in Exhibit "**All**" be leased to the Lorain Port Authority on the terms and conditions provided herein.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, STATE OF OHIO:

- SECTION I:** That the Council of the City of Lorain, Ohio hereby finds and determines that the **lands** and interests in the **land** referred to herein as **IClie** "Premises" owned by the City of Lorain and described in Exhibit "All attached hereto, are not needed or required by the City of Lorain for its purposes except for the rights of possession, use and cancellation as hereinafter set forth.
- SECTION II:** That it is hereby determined that the purpose, maintenance and operation of the premises shall be in accordance with the agreement between the City of Lorain and the Lorain Port Authority marked Exhibit "**B**" **and** made a part hereof.
- SECTION III:** That it is agreed that all permanent improvements made to the premises shall become the property of the City upon the termination of said Lease.
- SECTION IV:** That the City approves, confirms and continues the designation of the Lorain Port Authority as the agency of the City in order to carry out the policy of the City of Lorain to promote the health, safety, morals and general welfare of the inhabitants of the City of Lorain through the designation of the Lorain Port authority as the agency of the city, and the Mayor and the Director of

SECTION V: That the Agreement referred to as Exhibit "B" of this ordinance shall take substantially the form of the Agreement as that attached hereto.

SECTION VI: That it is found and determined that all formal action of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this council and that all deliberations of this council and of any of its committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22, Ohio Revised Code.

SECTION VII: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety of the City, and for the further reason that this Council, in order to have more recreational opportunities and to improve the social and civic welfare of the people of the city of Lorain, desires to take advantage of the extraordinary opportunity now offered to it to make such a conveyance of the premises as will accomplish such purposes; wherefore, this ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor if it shall receive the requisite vote of Council; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

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ATTES

CIZ,

APPROVED

PRI T OF

@iTAYbR

EXHIBIT A

Situated. in the Township of Black river, County of Lorain, State of Ohio and known as being a part of original Black River Township Lot No. 1, Tract No. 1, now within the corporate limits of the City of Lorain and more definitely described as follows:

Beginning at an iron pin found set at the intersection of the Northwesterly right-of-way line of Lakeside Avenue (60 feet in width) and the southwesterly right-of-way line of Alabama Avenue (30 feet in width), said iron pin shall hereinafter be known as the principal place of beginning;

Thence south 53 Degrees 55' 16" east along the southwesterly line of Alabama Avenue, a distance of 416.513 feet to a railroad spike set;

Thence south 77 Degrees 40' 14" west a distance of 111.65 feet to an iron pin set and passing through an iron pin set 88.33 feet therefrom;

Thence south 59 Degrees 37' 23" west a distance of 59.27 feet to an iron pin set;

Thence north 76 Degrees 58' 26" west a distance of 60.55 feet to an iron pin set;

Thence south 13 Degrees 01' 34" west a distance of 1-7.95 feet to a point on the City of Lorain dock and wharf line as established on the Black River by Lorain City Ordinance No. 270 dated July 26, 1894 and ---succeeding amending ordinances. Said - oint is downriver, north 76 P Degrees 45' 36" west a distance of 206.56 feet from city dock corner "B" (7213.1084 north, 4890.4405 east);

Thence downriver along the dock and wharf line as established, north 76 Degrees 45' 36" west to a point at the southeast corner of lands now or formerly owned by the United States Government (a.k.a. United States Coast Guard, Ninth District);

Thence along the southeasterly line of tli(= -! aforesaid U.S. Government lands, north 13 Degrees 01' 14" east a distance of 1-00.06 feet to an iron pin found set and passing through an iron pin found set 133.00 feet therefrom;

Thence north 47 Degrees 58' 24" east, a distance of 95.97 feet to the principal place of beginning and containing within said bounds 1.742 acres of land, be the same more or less but sub ect to all legal highways and

AGREEMENT

CITY OF LORAIN AND LORAIN PORT AUTHORITY

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- day of

1991 between the City of Lorain, a municipal corporation, organized and existing under the laws of the State of Ohio (hereinafter called "City") and the Lorain Port Authority, an instrumentality of the State organized and existing to perform essential government functions under Chapter 4582 of the Ohio Revised Code (hereinafter referred to as "Authority")

WITNESSETH:

WHEREAS, in the public interest and for the public purposes authorized by Section 13j of Article 8 of the Constitution of the State of Ohio, and pursuant to the provisions of Chapter 4582 of the Ohio Revised Code, and in conformity with its policy to promote for the health, safety, morals and general welfare of its inhabitants of the City of Lorain.

NOW, THEREFORE, the City of Lorain and the Lorain Port Authority do mutually agree as follows:

1. The Authority will constitute and act as an agency of the City for recreational development in the City, and as

-1

such agency will perform all acts in accordance with the terms and conditions of Ordinance No.

The following terms and conditions will cover the lease between the Authority and the City of Lorain:

- A. The City of Lorain acting through its officers shall convey as agent of and on behalf of the City to Lorain Port Authority, a leasehold interest in the premises describe as Exhibit "A" Hereto for a period of fifty (50) years.
- B. In consideration for the aforementioned conveyance, Lorain Port Authority shall pay to the City of Lorain the sum of One DOLLAR (\$1.00), on the first day of May of each and every year hereafter, as rent.
- C. That the premises shall remain a waterfront park and that construction of any permanent facilities is prohibited with the exception of facilities of a recreational nature.

reement

4. A *COPY* Of this Agreement and the Lease Agr
the City Auditor and CitY shall be
filed in the office of
Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be
executed the day and year first above written, at Lorain, Ohio.

WITNESS:

LORAIN PORT AUTHORITY

BY:-
chairman

BY:
Executive Director

CITY OF LORAIN, OHIO

BY:
MAYOR

BY:
DIRECTOR OF PUBLIC SERVICE