

## **AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Willowick (hereinafter referred to as “the City”), and Lake Metroparks District (hereinafter referred to as “Lake Metroparks”). The City and Lake Metroparks are sometimes referred together as “the Parties”.

### WITNESSETH

Whereas, the City and Lake Metroparks were parties to an initial twenty (20) year Agreement entered into on or about April 6, 1993, in which Lake Metroparks used, developed, improved and protected certain lands owned by the City and known as Lakefront Park, being more fully described in Exhibit “A” which is attached hereto and made a part hereof; and

Whereas, the City and Lake Metroparks subsequently entered into an additional one (1) year extension Agreement, during which and in partial consideration of the same, Lake Metroparks completed all necessary surveying, engineering and design work for the construction by Lake Metroparks of an overlook at the Leasehold Premises; and

Whereas, the City and Lake Metroparks subsequently entered into an additional ten (10) year extension Agreement on or about October 15, 2014, in which Lake Metroparks used, developed, improved and protected certain lands owned by the City and known as Lakefront Park including the construction by Lake Metroparks of an overlook; and

Whereas, the City and Lake Metroparks subsequently entered into an additional four (4) month extension Agreement on or about January 8, 2025, in order to finalize terms of a subsequent long-term lease; and

Whereas, the City and Lake Metroparks have determined that it would be in the best interest of the citizenry located within Lake County for Lake Metroparks to continue to lease the

said property belonging to the City for use, development, and improvement, including but not limited to the construction of a picnic shelter, flush restroom, renovated deck at the lodge, paved walking path improvements, and for passive recreational purposes, i.e., picnicking, recreational programs and nature education, for and through to the end of 2045.

Now, therefore, the City and Lake Metroparks hereby agree to Lake Metroparks' right to lease the City's lands known as Lakefront Park and Lakefront Lodge in accordance with the following terms and conditions:

1. The City hereby grants to Lake Metroparks the right to use, operate and maintain the lands owned by the City known as Lakefront Park and the Lakefront Lodge and as more specifically described in Exhibit "A" (the "Leased Premises"). The Leased Premises are not intended to include the City Hall, the Fire Department, or Police Department of the City.

2. This Agreement and the leasehold rights and responsibilities described herein shall be in full force and effect for a term beginning May 1, 2025, and concluding December 31, 2045, unless sooner terminated by a failure of compliance by either party with the terms and conditions set forth herein. Lake Metroparks is further granted an option to renew this Agreement for an additional twenty (20) years upon terms and conditions as may be agreed upon by the parties.

3. Upon execution of this Agreement and in partial consideration hereof, Lake Metroparks shall be permitted to improve the Leasehold Premises by constructing a picnic shelter, flush restroom, renovated deck at the lodge, and paved walking path improvements generally as shown in Exhibit "B" (the "Lakefront Lodge Improvement Plan") with such construction to be completed no later than December 31, 2027 or on such other date as may be mutually agreed by the Parties. Any and all costs and expenses associated with the picnic

shelter, flush restroom, renovated deck at the lodge, and paved walking path construction and improvement shall be the sole and exclusive responsibility of Lake Metroparks, and at its costs only.

4. Upon execution of this Agreement and in partial consideration hereof, the City of Willowick shall construct an additional paved parking area on the adjacent City's property generally as shown in Exhibit "B" (the "Lakefront Lodge Improvement Plan") with such construction to be completed no later than May 31, 2026 or on such other date as may be mutually agreed by the Parties.

5. Lake Metroparks agrees that any improvements to the Leasehold Premises costing greater than \$25,000 shall be subject to approval by the City and that Lake Metroparks shall comply with all laws of the City of Willowick and the State of Ohio relating to building and zoning.

6. During the term of this Agreement, Lake Metroparks shall maintain the Leasehold Premises and any improvements thereon in a good state of repair and in a manner consistent with good park practices. Any and all costs and expenses related to the development, use, maintenance, or operation of the Leasehold premises and any improvements made thereon shall be the sole responsibility of Lake Metroparks.

7. The City will not be liable or responsible for any damages to the Leasehold Premises or any improvements thereon and for any cause whatsoever, it being understood that during the terms of this Agreement, Lake Metroparks shall be in sole and exclusive control of the Leased Premises.

8. In addition to Lake Metroparks' requirement as to its payment of any and all costs and expenses relative to the use, maintenance, or operation of the Leased Premises as provided

for in Section 5 of this Agreement, Lake Metroparks shall further and independently be required at its sole cost and expense to repair any damages or injuries to the Leased Premises resulting from misuse or neglect on the part of Lake Metroparks, its agents, employees, contractors, and invitees, and without any monetary limitation under the terms of this Agreement.

9. The City reserves all rights of ownership in and to the Leased Premises which are not inconsistent with the rights set forth within this Agreement. Upon the termination of this Agreement, any and all improvements made to the Leased Premises pursuant to this Agreement, including but not limited to the picnic shelter, flush restroom, renovated deck at the lodge, and paved walking path, shall remain with the Leased Premises and continue under the ownership of the City, free and clear of any further claim whatsoever on the part of Lake Metroparks.

9. The City and Lake Metroparks agree that there shall be no assignment or sublease of any of the Leased Premises to any other person(s) or public authority except upon the specific approval of the City.

10. Lake Metroparks covenants and agrees that the Leased Premises shall not be abandoned or left vacant and shall be utilized and occupied for the purposes herein contemplated, to wit: as and for a park and passive recreational area.

11. Lake Metroparks will honor any and all use agreements with service clubs and non-profit organizations currently using Lakefront Lodge.

12. The City and Lake Metroparks agree that the Lakefront Lodge will be made available during non-programmed times for private rental at fees determined by the Board of Park Commissioners of Lake Metroparks, and consistent with Lake Metroparks' policy. The Leased Premises and facilities may also be scheduled by the City for special events by providing sufficient notice to Lake Metroparks and subject to availability.

13. Lake Metroparks agrees that, at its own cost and expense, it will procure and continue in force general liability insurance covering any and all claims for injury to person(s) or property occurring in, upon or about the Leased Premises during the term of this Agreement, such insurance at all times to be in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00), for injury to any one person, and not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00), for injuries to more than one person in one accident. Such insurance shall be written with a company or companies authorized to engage in the business of general liability insurance in the State of Ohio and there shall be delivered to the City customary insurance certificates evidencing such paid-up insurance.

14. Failure of either party to comply with the terms of this Agreement shall be deemed sufficient grounds for termination of the Lease. The Lease may be terminated by either party for just cause with ninety (90) days written notice.

15. If any provision of this Agreement, or any covenant, obligation, or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in a manner and to the full extent permitted by law. Furthermore, in lieu of such invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible that is and will be valid and enforceable.

16. This Agreement may be executed by the parties hereto in separate counterparts, all of which when so executed and delivered will be an original but all such counterparts will together constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce and account for more than one of those counterparts.

17. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the Lake Metroparks' right and use of the Leased Premises, the parking lot and any improvements thereon, and contains all of the covenants, agreements, and other terms and conditions between the parties hereto, with respect to the same. No waivers, alterations or modifications of this Agreement or any agreements in connection therewith, shall be valid unless in writing and duly executed by all parties hereto. Any subsequent waivers, alterations, or modifications of this Agreement will require the adoption of legislation by the City and will require action by Lake Metroparks.

18. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto sign their names.

LAKE METROPARKS  
Pursuant to Resolution No. \_\_\_\_\_  
passed \_\_\_\_\_

by: \_\_\_\_\_  
Paul Palagyi, Executive Director

Approved:

\_\_\_\_\_  
Mark A. Zicarelli  
Attorney for Lake Metroparks

THE CITY OF WILLOWICK  
Pursuant to Resolution No. \_\_\_\_\_  
passed \_\_\_\_\_

by: \_\_\_\_\_  
Michael J. Vanni, Mayor

Approved:

\_\_\_\_\_  
Mandy Gwartz  
Law Director-City of Willowick