

Ordinance 2021.20 EXHIBIT A

Division of Wildlife
Ohio Department of Natural Resources

FISHING AGREEMENT

Agreement No.

In consideration of the mutual benefits this agreement is entered into by the State of Ohio, Department of Natural Resources, Division of Wildlife, hereinafter known as the Division and Village of Sunbury, hereinafter known as the Owner, this \_\_\_ day of \_\_\_, 20 \_\_\_, and expiring on the \_\_\_ day of \_\_\_, 20 \_\_\_; a period of \_\_\_ years.

It is the intent of this agreement to provide free public fishing in the body of water commonly known as Upground reservoirs 1 and 2 which is located in \_\_\_ Township, Delaware County and more completely described in a deed to the Owner filed in deed book number \_\_\_, page \_\_\_, of the \_\_\_ County Recorder's Office consisting of 24.3 acres more or less of land and water.

It is mutually agreed between the Division and the Owner as follows:

- 1. The State shall provide a fisheries management program including the enforcement of fish and wildlife laws and all orders of the Division of Wildlife.
2. The State and the Owner shall enforce the provisions of Section 1533.32 and 3767.32 of the Revised Code.
3. The Owner shall permit free public fishing and reasonable access at all times.
4. Free public fishing shall include, but not be limited to, fishing from watercraft with horsepower limits agreeable to both parties.
5. The State shall have the right to remove all of its property or improvements at any time.
6. Obligations of the State are subject to the provisions of Section 126.07 of the Revised Code.
7. The State or its designee will be permitted to use gasoline-powered outboard motors on boats used to perform routine duties including surveys, research, and law enforcement.
8. The Owner will permit fishing upon the Owner's shoreline and water to responsible and respectful persons without regard to their race, color, national origin, sex, age, or handicap. If the Owner unduly restricts fishing access the Division may terminate this agreement immediately.
9. See attached Addendum. All Terms incorporated herein.

In witness, the parties hereafter have caused this instrument to be executed this day and year above written.

Witness to Owner Owner
Witness to Owner

STATE OF OHIO

County, ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named \_\_\_ who acknowledged that \_\_\_ he \_\_\_ did sign the foregoing instrument and that the same is \_\_\_ free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at \_\_\_ this \_\_\_ day of \_\_\_, 20 \_\_\_.

Notary Public

State of Ohio, Department of Natural Resources, Division of Wildlife

By: \_\_\_ Chief, Division of Wildlife

**Addendum to Fishing Agreement with the Village of Sunbury, Ohio**

This addendum to the Fishing Agreement entered into \_\_\_\_\_ between the State of Ohio, Department of Natural Resources, Division of Wildlife hereinafter known as the Division and the Village of Sunbury, Ohio hereinafter known as the Owner, shall become effective \_\_\_\_\_, and expire on \_\_\_\_\_, a period of 4 years.

The parties, for good consideration, hereby agree as follows:

1. Item 3 of the Fishing Agreement shall be modified as follows with the text in bold added to the Item and the text containing a strikethrough deleted:

The Owner shall permit free public fishing and reasonable access ~~at all times~~ **from dawn to dusk.**

2. Free public fishing shall include fishing from the banks (no boats). Fishing from boats will only be allowed if approved by future order of Sunbury Village Council.

3. This Agreement shall not be further modified except by mutual, written agreement of the parties.

4. All other terms and conditions of the Fishing Agreement not modified herein shall remain in full force and effect for the entire term hereof.

5. Both parties reserve the right to terminate this Fishing Agreement prior to the expiration date by providing written notice to the other party at least 30 days prior to the desired termination date. Written notice of the intent to terminate this Fishing Agreement pursuant to this paragraph must be given to the Mayor of the Village of Sunbury or to the Chief of the Ohio Department of Natural Resources Division of Wildlife.

6. The Owner will permit public fishing without regard to race, color, national origin, sex, age, or handicap. If the Owner unduly restricts fishing access the Division may terminate this agreement immediately.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Chief, Division of Wildlife