

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 City of Groveport, hereinafter known as the Owner, this 1st day of January, 20 15, and expiring on the 31st day of December, 20 24; a period of 10 years.

It is the intent of this agreement to provide free public fishing in the body of water commonly known as Palm Pond which is located in Madison Township, Franklin County and more completely described in a deed to the Owner filed in deed book number 34553, page J11, of the _____ County Recorder's Office consisting of 11.222 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.

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

APPROVED:

Assistant Attorney General

Director, Department of Natural Resources

Addendum to Fishing Agreement with the City of Groveport, Ohio

This addendum to the Fishing Agreement entered into January 1, 2015 between the State of Ohio, Department of Natural Resources, Division of Wildlife hereinafter known as the Division and the City of Groveport, Ohio hereinafter known as the Owner, shall become effective January 1, 2015 and expire on December 31, 2024, a period of 10 years.

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

1. Item 3 of the Fishing Agreement shall be modified as follows with the underlined 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. Item 4 of the Fishing Agreement shall be modified as follows with the underlined text in bold added to the Item and the text containing a strikethrough deleted:

Free public fishing shall include, ~~but not be limited to, fishing from watercraft with horsepower limits agreeable to both parties~~ **fishing from the banks (no boats).**

3. The following new Items underlined in bold shall be added to the Fishing Agreement:

9. Persons 15 years old and older must practice catch and release of all fish.

10. Largemouth bass must be 15 inches or longer to be kept.

11. During the two-week period of scheduled fish releases/stocking, the limit that can be taken is five (5).

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

4. All other terms and conditions of the January 1, 2015 Agreement not modified herein shall remain in full force and effect for the entire term hereof.

Owner

Chief, Division of Wildlife