

RESOLUTION NO. CR-95-98

A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SOUTH-WESTERN CITY SCHOOL DISTRICT FOR THE BIG SPLASH AT EVANS PARK

WHEREAS, the City of Grove City will be constructing a municipal swimming facility; and

WHEREAS, it is necessary to exchange certain ground between the parties to facilitate the construction of said facility and to enter into an agreement for joint use of parking and ingress/egress.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

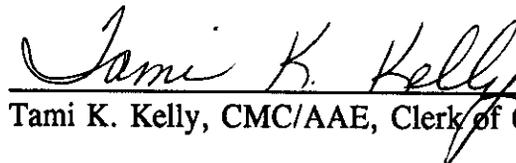
SECTION 1. The Mayor is hereby authorized to enter into an Agreement with the South-Western City School District for The Big Splash at Evans Park.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

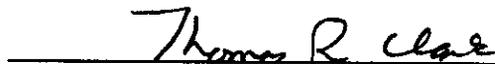

Michael Milovich, Jr., President of Council


Cheryl D. Grossman, Mayor

Attest:


Tami K. Kelly, CMC/AAE, Clerk of Council

I Certify that this resolution is correct as to form.


Thomas R. Clark, Director of Law

Passed: 10-19-98
Effective: 11-18-98

AGREEMENT

This Agreement is entered into this ____ day of October, 1998, by and between The City of Grove City, Ohio, hereinafter referred to as the "City", and The South-Western City School District, hereinafter referred to as "South-Western", WITNESSETH;

WHEREAS, the parties hereto desire to enter into an agreement, which establishes their respective rights and responsibilities relating to the construction and maintenance of certain parking facilities and a driveway to be used by the City for parking and ingress and egress from a municipal swimming pool to be constructed upon City owned property directly behind Brookpark Middle School, and;

WHEREAS, to enable the City to construct said municipal swimming pool, it will be necessary for South-Western to transfer ownership of a certain parcel of land owned by South-Western to the City, in exchange for a parcel of land owned by the City that contains a baseball diamond east of South-Western's school site known as Richard Avenue Elementary School, and;

NOW THEREFORE, the parties hereto agree as follows:

1. The City will construct, at no cost to South-Western, additional parking areas, exit/entry ways, and all related accoutrements (including striping, signage, parking, lighting, blocks, etc.) to fully operationalize these improvements, as shown on the plans and specifications attached hereto and made a part hereof, marked "Exhibit A." These improvements will include:

a. Additional parking to be located in the front of Brookpark Middle School, estimated at a total of approximately Seventy-Eight (78) spaces, shown as area "A" upon the plans marked Exhibit A.

b. Additional parking to be located at the rear of Brookpark Middle School, shown as area "C" upon the plans marked Exhibit A.

c. Improvements to the existing parking area located upon the west side of Brookpark Middle School, including a to be newly constructed turnaround for bus and/or other school traffic shown as area "B" upon the plans marked Exhibit A.

d. A paved drive extending from the to be constructed parking area "C" around the east side of Brookpark Middle School to Southwest Boulevard, said drive to double as a fire lane which will be a one-way drive only, from parking area "C" to Southwest Boulevard.

2. The City shall be solely responsible in making all decisions with regard to the construction of these improvements while said construction is taking place, per the approved plans.

3. Upon completion of the construction of these improvements, the City and South-Western will be responsible in maintaining the respective parking and driveway improvements as follows:

a. South-Western will be solely responsible to maintain on an ongoing basis, the newly constructed front parking area shown as area "A" upon Exhibit A.

b. South-Western and the City will be jointly responsible to maintain on an ongoing basis, the drives into and out of the school, including the to be newly constructed driveway along the east side of the school, and further, including the to be newly constructed parking area "C", and the improved parking area "B" with turnaround to be constructed as shown in Exhibit A. The City's responsibility for the cost of maintenance of these areas shall equal twenty-five percent, and South-Western's responsibility for the cost of maintenance of these areas shall equal seventy-five percent. These percentages were determined based upon the anticipated use of the facilities by the parties hereto, which would be by South-Western during a normal school year from approximately September 1 to June 1, compared to the primary use of these joint-use areas during the summer by the City for pool operations. Should changes in the operation of either the pool or the school alter the proportionate use of these joint areas as set forth above, then the parties hereto agree to revise their respective percentages established herein to reflect the change of use that would occur in the future.

4. South-Western shall execute and deliver to the City an Easement and/or License that will provide to the City the perpetual use of the drive and parking facilities described herein for pool operations, which will include ingress and egress through South-Western's school grounds for access by the City to the pool area. A copy of the Easement and/or License is attached hereto and made a part hereof and marked "Exhibit B." The City shall be responsible to record this Easement and/or License immediately upon the execution of same by South-Western.

5. As additional consideration herein, the parties hereto agree that South-Western will execute and deliver a recordable Warranty Deed to the City, transferring ownership of a certain parcel of land as described in Exhibit C, attached hereto and made a part hereof. Said parcel shall be free and clear of all easements, liens, and encumbrances. The City will execute and deliver a recordable Warranty Deed to South-Western, transferring ownership of a certain parcel of land as described in Exhibit D attached hereto and made a part hereof. Said parcel shall be free and clear of all easements, liens and encumbrances.

6. The parties hereto shall at all times each maintain liability insurance covering the parties joint use of the areas described herein.

The parties have hereunto set their hands on the day and year first above written.

The City of Grove City, Ohio

By _____

South-Western City School District

By _____

Approved as to form:

Thomas R. Clark
Director of Law

EXHIBIT B

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That The South-Western City School District of Grove City, Ohio (hereinafter "Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to them paid by the CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO ("Grantee" herein), the receipt of which is hereby acknowledged, does hereby grant and release to the CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO, its employees, invitees, licensees, customers, successors and assigns, the perpetual nonexclusive, irrevocable easement and right of way for pedestrian and vehicular traffic over and upon all of the parking and driveway areas presently existing, or to be constructed, located at Brookpark Middle School, 2803 Southwest Boulevard, Grove City, Ohio, together with the right to use these areas for unobstructed pedestrian and vehicular passage for access and ingress to and from the municipal pool to be constructed immediately south of the Brookpark Middle School and to and from the individual parking places and the parking areas adjacent to the school, together with the nonexclusive, irrevocable right to park automobiles and other vehicles (excluding trucks having a weight in excess of 10,000 pounds) in and on individual parking places and the parking areas adjacent to the school.

This deed of easement is executed, granted and delivered by Grantor, for itself and its successors and assigns, and accepted by Grantee, for itself and its successors and assigns, upon the following conditions, to wit:

That rights granted herein are not intended and shall not be construed as a dedication of the driveway and parking areas referenced herein or any part thereof for public use. No changes, modifications, or alterations in the driveway and parking areas presently existing and to be constructed as has been agreed to by the Grantor and Grantee may be made without the prior written approval of the Grantee.

The parties shall cooperate and devise a joint use plan covering the entire year, whereby the School District traffic and parking for school activities will take precedence over pool traffic and parking during the regular school year, and that the parties in this

joint use plan will take into account summer school and other school activities in determining a plan for parking and traffic during the summer months.

TO HAVE AND TO HOLD said premises unto said Grantee, the CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO, its successors and assigns, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, The South-Western City School District, by _____ it's _____ has set his hand this _____ day of October, 1998.

Signed and acknowledged in the presence of:

The South-Western City School District

By _____

STATE OF OHIO, SS:
COUNTY OF FRANKLIN

BE IT REMEMBERED, that on this _____ day of October, 1998, before me, the subscriber, a Notary Public in and for said State, personally came the above named South-Western City School District by _____ it's _____, Grantor in the foregoing instrument, who acknowledged the signing of the same to be his voluntary act and deed and that of the School District for the uses and purposes hereinbefore mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

My Commission Expires _____

This instrument was prepared by:
Thomas R. Clark, Attorney at Law
3083 Columbus Street
Grove City, Ohio 43123