

AGREEMENT

THIS AGREEMENT is made at North Royalton, Ohio, by and between the **NORTH ROYALTON CITY SCHOOL DISTRICT**, 6579 Royalton Road, North Royalton, OH 44133 ("District") and the **CITY OF NORTH ROYALTON**, an Ohio municipal corporation, 14600 State Road, North Royalton, Ohio 44133 ("City").

Whereas, the City owns Memorial Park which consists in part of athletic facilities including soccer fields and a softball field and a portion of the baseball field as described in Exhibit A attached hereto

Whereas, the School District's High School/Middle School adjoin Memorial Park and a portion of the baseball field is on its property; and

Whereas, the School District has leased these athletic facilities from the City since 2011; and

Whereas, the School would like to improve the baseball and softball fields ("Ball Fields") by installing artificial turf and other improvements to allow for greater usage by its interscholastic teams; and

Whereas, the installation of artificial turf on for its students will also allow for greater community use.

NOW, THEREFORE, the parties hereto agree as follows:

1. Premises. The City agrees to lease to the School District the area described on Exhibit A attached and incorporated herein and including the Soccer Field and Baseball Fields in their present condition (the Athletic Facilities). The walking path shall also be included in the Premises. The City shall contract for the survey of the Athletic Facilities and the School District will pay for the survey.

2. Term. The Term of this Lease shall be for twenty-five (25) Years. This Lease shall supersede and replace the License and Joint Use Agreement of January 9, 2018 and the License and Joint Use Agreement of June 8th, 2011. The commencement date of the Lease shall be the 1st day of the month following the adoption of the lease by the North Royalton City Council and the District's Board.

3. Use. The District agrees that it will use and occupy the Athletic Facilities for the District's curricular and extra-curricular athletic and recreational activities. The

District's uses of the baseball and softball fields shall have priority over all other uses, during March, April and May, the District shall also have priority use of Memorial Park baseball field (current Freshman and JV usage) during that time period. The District's use of the soccer field shall have priority over all other uses during the months of August, September and October. The City and District's shall establish rules of use. The City shall have priority use at all other times. Each entity using the Premises will do so in a safe and reasonable manner and that no nuisance or waste shall be permitted nor committed upon the Premises during the term of the Agreement. Each Party agrees and acknowledges that the Athletic Facilities will be available for use by the general public. The District further agrees that the Premises are, or may be, under requirements of the Federal Land Water Conservation Fund and must be open and available to the public at reasonable times. The District agrees and acknowledges that any fee charged may not violate any requirement under Federal Land Water Conservation Fund, other grant restriction, or otherwise and the District shall be solely responsible for any loss or damages incurred by the City as a result of the District charging a fee for the use of the leased property. The District will not charge the City recreational baseball or softball leagues a fee.

4. Schedule. The District Athletic Director will meet prior to each athletic season (fall, winter, spring and summer) with City Recreation Director and develop a schedule of proposed use dates and times. The priority of scheduling shall be:

1. School District's interscholastic athletic teams
2. City recreation programs
3. School District's other uses
4. North Royalton based athletic teams
5. Other Community Uses
6. Other Uses

5. Design and Construction of Athletic Fields. Prior to Construction, the District shall submit to the City for its approval any design or proposed construction. The District will be responsible for the design and construction of the Athletic Fields further subject to normal City planning, zoning and building approvals. The District plans to install an artificial turf on the Baseball and Softball Fields and anticipates that it will cost at least \$500,000. The District anticipates that it will spent that amount prior to the end of 2024. Once those City approved plans are approved, they will be attached hereto as Exhibit B. The District will pay all costs for the design and construction of the Athletic Fields and related improvements. As this will be a community amenity used by City residents, the City will waive its building and permit fees for all improvements. The District will reimburse the City for use of a third party to review the

plans and specifications up to the amount it would have paid had the building and permit fees not been waived, including but not limited to its City Engineer and/or CT Consultants Inc.

6. Design, Construction and Maintenance of the Walking Path and Parking lots. The District will maintain the walking path as shown on Exhibit A. In the event the City determines to redesign or modify the existing walking path, the City will be responsible for the design and construction of the Walking Path or any extension thereto so long as such extension does not reduce the size of the Athletic Fields. The City will be responsible for the repair and maintenance of the Walking Path and of the Parking lots outside the Athletic Facilities that serve City Hall. The Tennis and Basketball Courts are *already the subject of a separate agreement and* excluded from this Agreement.

7. Repairs and Maintenance. The District will keep and maintain the Athletic Fields in good condition and consistent with Ohio High School Athletic Association standards. The District will maintain and repair the Athletic Fields including replacing any artificial turf at its sole cost and expense. All repairs, improvements, and renovations in excess of \$50,000 of the Athletic Fields shall be submitted to the City for prior review and approval. Any work performed by the District will be performed in compliance with all applicable laws, building and zoning regulations, city policies or requirements and in a good and workmanlike manner. The District shall be solely responsible for contracting for such improvements and the payment of contractors. In the event of the filing of any lien adverse to the city's ownership interest, the District shall promptly assume the obligation and satisfy any claimed debt and reimburse the City for any losses, costs or attorney fees incurred in the defense of the City's interests.

8. Insurance. The District and City, at their respective sole cost and expense, during the term of the Agreement, shall maintain general public liability insurance against claims for personal injury, death or property damage occurring in or about the Premises. Such insurance shall name the other as an additional insured. The insurance shall have a limit of liability not less than:

General Liability of \$1,000,000 each occurrence/\$2,000,000 aggregate

Umbrella Liability of \$10,000,000 per occurrence and in the aggregate

9. Termination. In the event the District fails to perform covenants, terms and conditions of this Agreement, including but not limited to the minimum investment of \$500,000 on or before January 1, 2025, and the District shall fail to remedy any such failure within 30 days this lease shall terminate. If the City, unreasonably and without cause prevents the District from using the Athletic Fields prior to the end of the expected useful life of any investments in the Athletic Fields, it shall reimburse the District for the residue value of the improvements.

10. Representation by City. The City makes no representations of the conditions of the Premises and the City shall not be liable for any latent or patent defects therein. The City does agree that it will work with the School District, in good faith, to effect any improvements to the Athletic Fields at the District's cost.

Map made to Accompany
Legal Description of lease Area

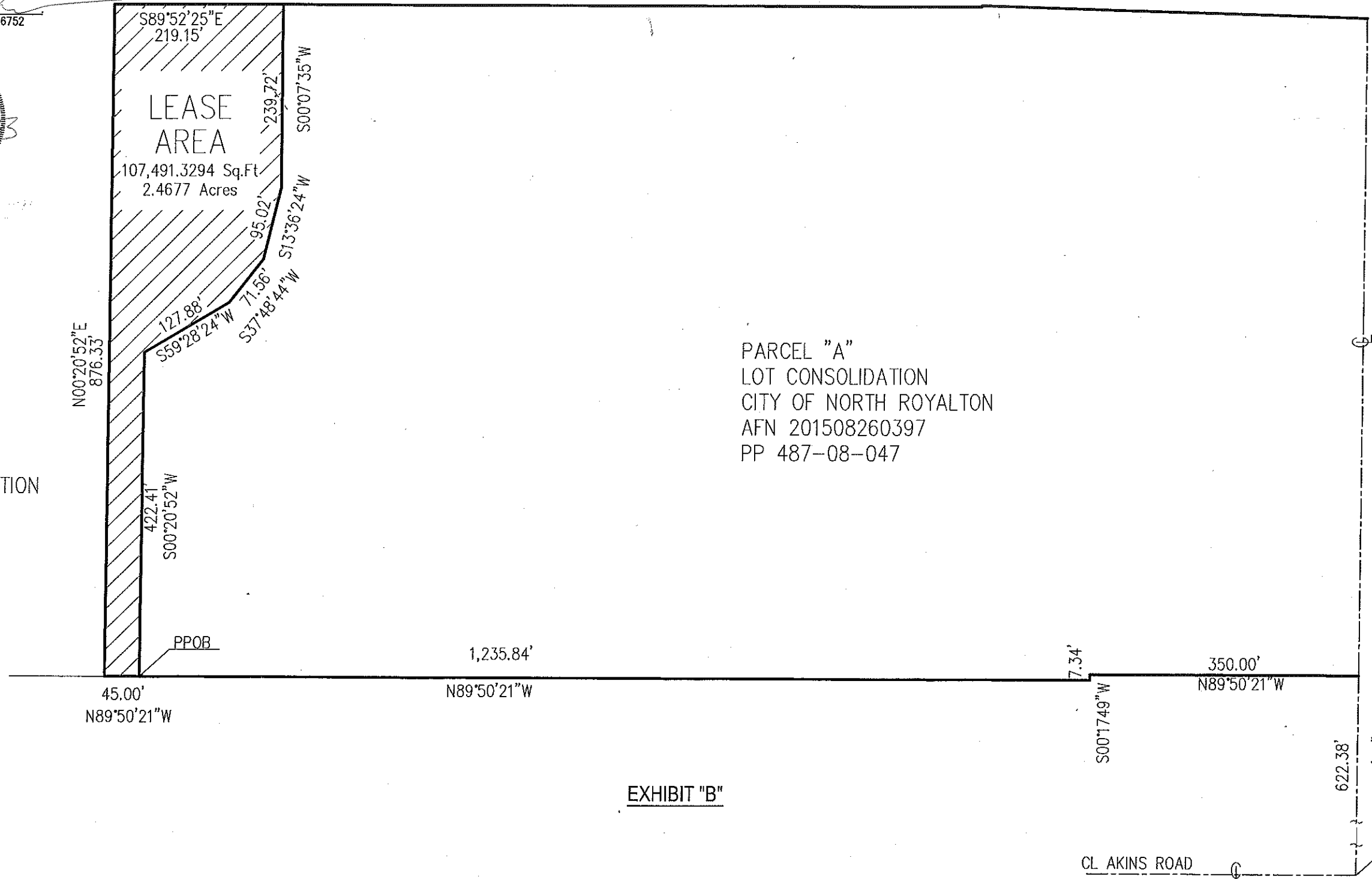
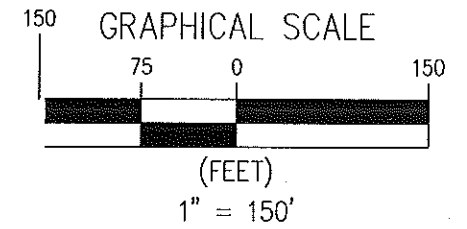
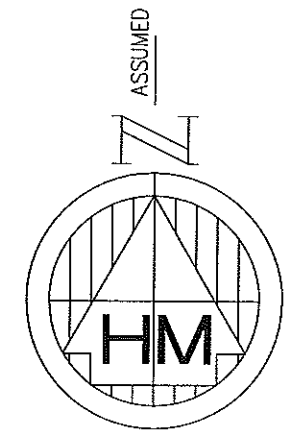
MADE AT THE INSTANCE OF
The North Royalton Board Of Education

KNOWN AS BEING PART OF ORIGINAL ROYALTON TWP LOT NO. 13
NOW IN THE CITY OF NORTH ROYALTON,
COUNTY OF CUYAHOGA, STATE OF OHIO

HOFMANN-METZKER, INC.

Registered Professional Surveyors
24 Beech St. - P.O. Box 343
Berea, Ohio 44017
(440) 234-7350
email: george_hm@ameritech.net

Registered Surveyor No. 6752
George A. Hofmann



NORTH ROYALTON
BOARD OF EDUCATION

PP487-08-017

PARCEL "A"
LOT CONSOLIDATION
CITY OF NORTH ROYALTON
AFN 201508260397
PP 487-08-047

STATE ROAD 66'

EXHIBIT "B"

CL. AKINS ROAD

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350
george_hm@ameritech.net

George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

DESCRIPTION LEASE PARCEL

1-10-2023

EXHIBIT "A"

Situated in the City of North Royalton, County of Cuyahoga, State of Ohio and known as being part of Parcel "A" of a Lot Consolidation Made for the City of North Royalton and recorded in AFN 201508260397 of Cuyahoga County Map Records, of part of Original Royalton Township Section No. 13, and further bounded and described as follows:

Beginning at an Iron Pin in a monument box at the intersection of the centerline of State Road (66') with the centerline of Akins Road (60');

Thence North 00 degrees 18 minutes 06 seconds East along said centerline of State Road , a distance of 622.38 feet to the Northeasterly corner of a parcel of land conveyed to Robert M. Rivera and Sharon L. Rivera by deed recorded in Vol. 91-5502, Page 1 of Cuyahoga County Records, said point being the Southeasterly corner of said Parcel "A";

Thence North 89 degrees 50 minutes 21 seconds West along the Northerly line of said land conveyed and passing thru a Stone monument at about 33.00 feet, a distance of 350.00 feet to a point, (3/4" Iron pipe found 0.04'S- 0.03'W)

Thence South 00 degrees 17 minutes 49 seconds West a distance of 7.34 feet to an Iron Pin Set on the Northerly line of the A.E. Hoffman Co. Akins Road Subdivision (Not Recorded);

Thence North 89 degrees 50 minutes 21 seconds West along said Northerly line a distance of 1235.84 feet to the PRINCIPAL PLACE OF BEGINNING;

Thence continuing North 89 degrees 50 minutes 21 seconds West along said Northerly line a distance of 45.00 feet to a 5/8" Iron Pin found at the Southwesterly corner of said parcel "A";

Thence North 00 degree 20 minutes 52 seconds East, along the Westerly line of said Parcel, a distance of 876.33 feet to a 5/8" Iron Pin Found at the Northwesterly corner of said parcel;

Thence South 89 degrees 52 minutes 25 seconds East, a distance of 219.15 feet to a point;

Thence South 00 degrees 07 minutes 35 seconds West , a distance of 239.72 feet to a point;

Page 2
Lease Area

Thence South 13 degrees 36 minutes 24 seconds West, a distance of 95.02 feet to a point;

Thence South 37 degrees 48 minutes 44 seconds West , a distance of 71.56 feet to a point;

Thence South 59 degrees 28 minutes 24 seconds West, a distance of 127.88 feet to a point;

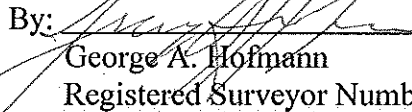
Thence South 00 degrees 20 minutes 52 seconds West, a distance of 422.41 feet to the PRINCIPAL PLACE OF BEGINNING, and containing 107,491.3294 SF- 2.4677 Acres of land according to a survey by George A. Hofmann, Registered Surveyor No. 6752 for the City of North Royalton and recorded in said AFN 201508260397

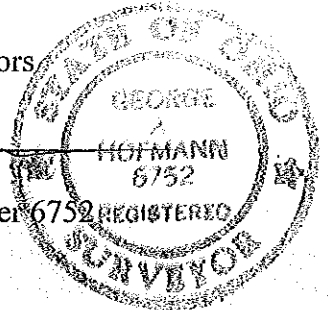
The basis of bearings is the centerline of State Road, having an assumed bearing of North 00 degrees 18 minutes 06 seconds East.

The courses used in this description are used to indicate angles only.

Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By: 
George A. Hofmann
Registered Surveyor Number 6752



North: 5262.3589' East: 2574.0497'

Segment #1 : Line

Course: N89° 50' 21.41"W Length: 45.00' ✓
North: 5262.4851' East: 2529.0499'

Segment #2 : Line

Course: N00° 20' 51.96"E Length: 876.33' ✓
North: 6138.7990' East: 2534.3689'

Segment #3 : Line

Course: S89° 52' 24.74"E Length: 219.15' ✓
North: 6138.3153' East: 2753.5183'

Segment #4 : Line

Course: S00° 07' 35.26"W Length: 239.72' ✓
North: 5898.5959' East: 2752.9892'

Segment #5 : Line

Course: S13° 36' 24.29"W Length: 95.02' ✓
North: 5806.2428' East: 2730.6352'

Segment #6 : Line

Course: S37° 48' 43.62"W Length: 71.56' ✓
North: 5749.7085' East: 2686.7636'

Segment #7 : Line

Course: S59° 28' 23.71"W Length: 127.88'
North: 5684.7531' East: 2576.6087'

Segment #8 : Line

Course: S00° 20' 51.96"W Length: 422.41'
North: 5262.3509' East: 2574.0449'

3294 2.4677

Perimeter: 2097.07' Area: 107491.33 Sq. Ft.
Error Closure: 0.0093 Course: S31° 03' 13.96"W
Error North: -0.0080 East: -0.00482