**FREESE GRANT PROJECT AGREEMENT
PROPERTY OWNER**

 This Agreement, dated \_\_\_\_\_\_\_\_\_\_\_\_\_, 2015, is between THE CITY OF GALION, OHIO (hereafter “City”) and the GALION CITY SCHOOL DISTRICT (hereafter “District”), and relates to the undertaking of projects under taken by City with funds obtained through the Egbert M. Freese Foundation (hereafter “the Foundation”), the latter of which is not a party to this Agreement.

 WHERFORE, City receives an annual distribution of funds from the Foundation, which was made possible as a result of the benevolent generosity of Horace E. Freese, a long-term resident of the City of Galion and established through action of the Probate Division of the Crawford County Court of Common Pleas, and

 WHEREFORE, this distribution is made available to eligible recipients pursuant to a matching grant program with rules established under Ordinance 2014-101, which eligible recipients include both the Galion City Schools and the Galion Boosters Club, and

WHEREFORE, the following projects have been approved to receive said matching funds to the Galion Boosters Club through recommendations and approvals granted by the Freese Grant Advisory Board, Galion City Council, and the Foundation Board of Trustees, and will take place either all or partly on property belonging to District:

i. Unckrich Stadium south bleachers and home side press box
ii. New concession facility at Unckrich Stadium
iii. Purchase of reconditioned bleachers (Unckrich Stadium and baseball)
iv. Purchase and installation of new Musco lighting at baseball field
v. Repurposing of lighting at girls’ softball field
vi. Public address (PA) system
vii. Playing surface material

and

 WHEREFORE, impacted District property includes the following:

i. Unckrich Stadium and adjacent areas

ii. GHS baseball field

iii. GHS girls softball field

iv. Heise Park parking lots

v. Any and all areas needed to access all sides of the above properties

(collectively hereafter “the impacted property”).

 NOW THEREFORE, in exchange for and in consideration of the promises made in this Agreement, the parties agree to be bound by the following:

 1. AGREEMENT TO PROCEED. District agrees to allow City to undertake any and all activities necessary in order to accomplish the projects listed above, and to proceed to accomplishment of the same. These activities may involve the construction, demolition, improvement, reconfiguration, repositioning, and any and all other changes to buildings, facilities, structures, grounds, lands, features, and personal property located on the impacted property.

 2. RIGHT OF ENTRY AND USE OF FACILITIES. During the pendency of construction of these projects, District grants to City and those entities contracting with the City to enter onto and to use the impacted property in a manner consistent with the completion of these activities and at times authorized by Superintendent of the District. Furthermore, any persons employed on such projects will be subject to approval by Superintendent of the District or his/her designee. Approval could include but not be limited to a background check to ensure safety of students.

 3. ASSUMPTION OF LIABILITY. City agrees to be responsible for any loss occurring by its own actions on the impacted property during the construction of these projects.

 4. ADDITIONAL REQUIREMENTS. At any time that additional permissions, permits, paperwork, or other legal requirements exist that must be in place to allow for the construction of these projects, both parties agree to undertake any and all reasonable efforts to obtain and meet the same. Both parties shall abide by all local, state, and federal laws during construction.

 5. END OF PROJECT. Prior to the commencement of each individual Freese Grant project, a mutually agreeable timeframe will be established by the parties for project completion. At the end of each project, the right of entry onto the impacted property shall cease. If the project terminates prior to completion, and termination is not due to actions by City or those entities in contract with City, City shall not be responsible to return land or properties to their original condition or otherwise provide remediation.

 6. AGREEMENT. This document represents the complete and full Agreement between the parties relative to use of the impacted property, and supersedes any other written or oral agreement or relationship which may exist concerning these projects. Any addition or change to this Agreement, or to the scope of work for each project, shall be in writing, and signed by both parties.

 Executed at Galion, Ohio this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015.

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John L. Swain, Safety-Service Director
for the City of Galion, Ohio for Galion City School District