

Resolution #08-04-0 421-03

A Resolution authorizing the township Administrator to the OYAA Maintenance Agreement

WHEREAS, the Liberty Township Board of Trustees has had the opportunity to review the proposed maintenance agreement, and

WHEREAS, the proposed concept reduces public sector costs and maximizes the recreation opportunities in the region through existing and trusted recreation group serving the citizens of Liberty Township, and

NOW, THEREFORE BE IT RESOLVED by the Liberty Township Board of Trustees, Delaware County, that the attached Maintenance Use Agreement for a five acre parcel in the Big Bear Farms area is approved as presented, and

BE IT FURTHER RESOLVED, that the Liberty Township Board of Trustees authorizes the Township Administrator to sign the agreement accordingly subject to the OYAA naming Liberty Township as an "Additional Insured" for the new exposures related to this new Maintenance Agreement

This Resolution shall be in force and become effective immediately upon its execution.

4-21-08

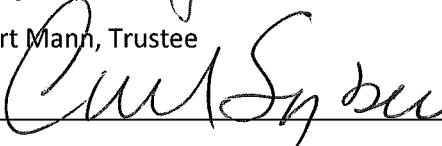
Date



Peggy Guzzo, Trustee

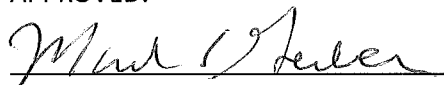


Robert Mann, Trustee



Curtis J. Sybert, Trustee

APPROVED:



Mark Gerber, Fiscal Officer

MAINTENANCE USE AGREEMENT

This Agreement between the Olentangy Youth Athletic Association, an organization formed under Section 501(C) (3) of the Internal Revenue Service, with a business address of P.O. box 496 Lewis Center, Ohio 43035 ("OYAA" or "Recreational User") and the Board of Trustees of Liberty Township, Liberty Township Government Offices, 10104 Brewster Lane, Suite 125, Powell, Delaware County, Ohio 43065 ("Owner") is made this 21st day of April, 2008 for the purposes of providing OYAA and members of the public-at-large use of 5± acres of land owned by Owner abutting Big Bear Avenue ("Premises") for recreational use.

1. OYAA agrees to provide maintenance for the Premises in-between the months of April and October, inclusive. This maintenance will be primarily, but not exclusively, in the form of mowing grass and cutting any seasonal weeds, as well as policing of the Premises and collecting and disposing of trash and debris.

2. OYAA shall be permitted to make improvements, upon consent of Liberty Township Park Supervisor, of any type which will enhance recreational use of the Premises by OYAA members and the public-at-large, such as providing topsoil or infield mix, backstops and benches. Once improvements which become "fixtures" are made, those improvements will thereafter become the property of Owner.

3. The term of the Agreement shall be five (5) years from its execution. Either party may terminate the Agreement after any completed April through October cycle, or upon thirty (30) days notice, in the event of a breach of a duty by the other, as set forth herein.

4. OYAA shall, consistent with its ongoing policy, require all members of OYAA who utilize the Premises for organized "league" events to sign a written release by which they commit to hold the Owner harmless of any injury incurred through their

participation in formalized activity; any release signed by minors shall also be signed by a parent or guardian.

5. OYAA may obtain, at its own expense, temporary toilet or port-a-pot facilities to be positioned at the Premises during the April through October cycle set forth in the maintenance agreement.

6. In exchange for the undertaking set forth, the Owner shall make 5± acres of land on Big Bear Avenue available for recreational use of all, as well as OYAA members, and conduct an initial rough grading of the 5± acres. In addition, the Owner shall "skin" turf from the indicated infield areas so as to facilitate the development of playing fields by OYAA.

7. OYAA and Owner agree that all organized or league events must be scheduled through the Liberty Township Park Supervisor at least one week in advance of the first game to be scheduled.

8. The Owner reserves the right to prohibit use of the Premises in the event of inclement weather.


9. The Owner reserves the right to enter the Premises at any time to perform maintenance or to cut noxious weeds or grass as may from time to time become necessary or required by law.

10. Provision of all parking as well as alleviation of any traffic concerns will be and remain the responsibility of OYAA or its individual Recreational User, and shall at no time be the responsibility of the Owner.

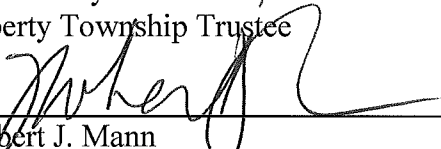
11. Execution of this Agreement shall indicate the willingness to undertake and abide by the covenants and terms set forth herein, and by signing this Agreement the

representatives of the Association and Township represent they have the authority to bind their respective organizations.

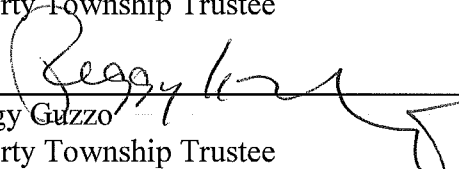
**BOARD OF TRUSTEES OF LIBERTY TOWNSHIP,
DELAWARE COUNTY, OHIO**



Curtis J. Sybert
Liberty Township Trustee




Robert J. Mann
Liberty Township Trustee



Peggy Guzzo
Liberty Township Trustee

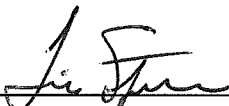
Per Resolution No. 08-0421-03

OLENTANGY YOUTH ATHLETIC ASSOCIATION



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OYAA President

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