

Celina City Schools

585 E. Livingston Street
Celina, OH 45822
419-586-8300 Ext. 1000
FAX 419-586-7046
www.celinaschools.org



*DR. KEN SCHMIESING, Superintendent,
DARREN JENKINS, Treasurer
PHIL METZ, Facilities Director
VAUGHN RAY, Curriculum Dir.
TRACEY DAMMEYER, Special Education Dir.*

LAND USE AGREEMENT

THIS LAND USE AGREEMENT (this "Agreement") is effective as October 1, 2022, ("Effective Date"), and is entered into by and between Chapman's Garage, ("Garage") and Celina City Schools ("School").

RECITALS

A. Garage is the owner of the Land, (designated area on attached page), as identified by the County Auditor's office as Tax Number 27-006700.0100, located in Celina, Ohio. The Land is located adjacent to Celina Intermediate School.

B. Garage has made the Land available for use by the School, for Physical Education Class and recess activities under the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. **Grant of Use.** Garage hereby grants temporary, non-exclusive right, privilege and permission, subject to the terms and provisions of this Agreement, to possess and occupy the Land for the sole purpose of Physical Education and Recess activities.
2. **Term of Agreement.** The term of this Agreement shall commence on October 1, 2022 the Effective Date and end on September 1, 2024 ("Term"),
3. **Limitations to Agreement.** School's use of the Land shall not be exclusive. Garage shall also have the right to use the Land for its own purposes, which shall take priority over School's right of use.

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4. Compliance with Laws. School shall, at all times during the Term, comply (and shall cause its members, employees, agents, visitors, and licensee, to comply) with all laws, codes, statutes, ordinances and regulations applicable to this Agreement and School's use of the Land.

5. Maintenance and Notice of Necessary Repairs. School is responsible for Land maintenance as it relates to trash clean-up, weed abatement, rules enforcement, signage and Land mowing inside, (north and west of), the temporary fence, (see #6). The Garage will be responsible for the Land mowing and ongoing maintenance of the ground outside, (south and east), of the temporary fence.

6. Signage, Alterations and Modifications. School shall not, without prior written consent from Garage, place any signage on, or otherwise alter, modify, improve or change the Land. School shall have the right to place temporary signs to instruct users of any rules or recommendations. School shall have the right to place and maintain a temporary fence, (snow fence), to delineate the area the School intends to use for purposes stated in #1 above. Any request from School to place signage on, or otherwise alter, modify, improve or change the Land must include drawings or a detailed written proposal of any such requested changes. Any and all such Garage approved signage, alterations, modifications, improvements or changes shall be at the sole cost and expense of School.

7. Responsibility of the Parties. Each party agrees to be responsible for any negligent acts or omissions arising out of this Agreement by or through itself or its employees and each Party further agrees to defend itself and themselves and pay any judgements and costs arising out of such negligent acts or omissions and nothing in the Agreement will impute or transfer any such responsibility from one Party to the other.

8. Assumption of Risk. School acknowledges and agrees that by use of the Land, School assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or unlawful conduct of Garage. School further agrees that it is familiar with the condition of the Land and the suitability of the Land for its intended use and accepts the Land on an "AS-IS" "WHERE-IS" basis.

**Celina City Schools serves the evolving educational needs
of the individual in partnership with the community.**

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

GARAGE: *Chapmans Body Shop*

SCHOOL: *Celina City Schools*

By: _

By: _

Randa R. Chapman
owner 10/6/22

Phil Metz 10/6/2022
Facilities Director

Chapman witness

Measurement Result

Map Number: 08-01-156-003

Tax Number: 27-006700.0100
Owner: CHAPMAN DONALD R & LINDA R

Address: 1103 W LOGAN ST

Last Sale: 438 Months Ago

Sale Date: 1986-01-22

Sale Price: \$ 69,000.00

Market Value: \$ 138,160.00

Annual Taxes: \$ 2,627.34

District: 27 | JEFFERSON TWP-CELINA CORP | CELINA SD

| SE COR SW NW 1

| LOT#: 1

Acres: 1.889

Deeds

Property Card

Survey

Tax Bill

Tax Chart



