

**WILLIAM L. WELCH COMMUNITY SWIMMING POOL  
SHARED ACCESS AND RECIPROCAL PARKING AGREEMENT**

**THIS SHARED ACCESS AND RECIPROCAL PARKING AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between:

**STATE COLLEGE AREA SCHOOL DISTRICT**, a school district organized under the laws of the Commonwealth of Pennsylvania, having administrative offices at 131 W. Nittany Avenue, State College, Pennsylvania, party of the first part, hereinafter referred to as "**School**,"

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**CENTRE REGIONAL RECREATION AUTHORITY**, a municipal authority organized under the laws of the Commonwealth of Pennsylvania, having offices at 2643 Gateway Drive, State College, Pennsylvania, party of the second part, hereinafter referred to as "**Authority**."

RECITALS:

School is the owner of certain real premises situate in State College Borough, Centre County, Pennsylvania, commonly referred to as State College Area Senior High School. Authority is the owner of a facility commonly known and operated as William L. Welch Community Swimming Pool, including an attached pool bathhouse. School and Authority have previously entered into a Swimming Pool Lease Agreement (for the pool facility lands) dated May 24, 2007, with School as Lessor and Authority as Lessee, hereinafter "**Lease Agreement**." The aforementioned Lease Agreement contemplates a swimming pool renewal project and extends for a term of twenty-five (25) years commencing January 1, 2007, and expiring December 31, 2031, with renewal provisions for ten (10) years as more fully set forth therein. The parties hereby extending the term of the lease as provided herein in Section 9 herein.

Under the provisions of the aforesaid Lease Agreement, specifically Section 4(B), Lessor and Lessee share parking facilities on the south side of Westerly Parkway adequate for their respective needs.

To provide for the effective use of the existing school facilities in concert with the new swimming pool facilities, Authority has prepared a plan for constructing a pool entrance plaza, a pool patron drop-off area, five (5) new handicap parking spaces, and a designated pedestrian path with appropriate landscaping in order to provide shared parking closer to the pool facilities (the "New Parking Facilities"). On the plan, the balance of required spaces for pool parking would be shared spaces existing in the South High School lot. A copy of the proposed plan is marked Exhibit "A" attached hereto and made a part hereof.

The within Agreement provides parking provisions necessary to facilitate pool construction and operation, plus a commitment by School to allow Authority to construct the New Parking Facilities. Costs for planning and construction of the New Parking Facilities shall be borne by Authority with all plans for the same approved by School staff. By this Agreement, Authority and School agree to modify the Lease Agreement to verify that the shared parking and related facilities, either existing or the improvements completed by Authority, are provided throughout the life of the Lease Agreement, as extended by Section 9 herein, and any extensions thereto.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereunto do hereby agree as follows:

1. Pool Construction Phase. The proposed construction phase of the Welch Pool renewal is scheduled from August 3, 2009 through May 29, 2010, although the parties acknowledge that Authority may require additional time for construction, through July 2, 2010, should delays

occur in the construction process. As a result, effective August 3, 2009, the Welch Pool Parking area containing thirty-seven (37) shared spaces will close upon the start of the pool construction project. Following that action, no shared parking will be available on the Welch Pool site. Authority will have responsibility for developing the engineering drawings for the New Parking Facilities. The design of the New Parking Facilities shall be satisfactory to both School staff and the Authority, included in the Land Development Plan for the pool, which plan will include a signature block for School as the land owner and thereby document School's consent to the plans, and in compliance with municipal land development regulations. School agrees to execute any such plan within ten (10) days of the municipal approval and Authority will coordinate the same with School. As part of the Authority's pool construction project, Authority will construct the New Parking Facilities while maintaining safe access for School uses. Supervision of the construction of the New Parking Facilities will be provided by Authority, working in cooperation with School Physical Plant Director. Authority will fund the construction of the New Parking Facilities.

2. Shared Parking. The summer pool period shall be defined from 5 p.m. on the Friday before Memorial Day each year through midnight on Labor Day of each year, with the Authority's use of the School parking areas limited during any days in that period in which school is in session at the High School South Building, such use by Authority to not begin until 3:30 p.m. on any school day. Until such time as School either revises the existing South High School parking area or sells the land, during pool operations in the summer beginning in 2010, School will provide pool patrons with priority access to at least one hundred six (106) spaces in the South High School parking area, depicted as "Area A" on Exhibit "B" attached hereto and made a part hereof. In addition, School agrees to permit supplemental, overflow parking for pool patrons the North High School lots.

Further, the Authority will not use any portion of the South High School parking lot so as to provide for the school band practices (“Band Camp”) from 8 AM until noon on scheduled August weekdays each summer, after which time each day the priority parking for pool patrons will resume. The schedule for the Band Camp uses will be provided to Authority in writing by May 1 annually. During all Band Camp periods, Authority patron access to the drop-off areas and the ADA parking spaces will be maintained.

3. Permanent Shared Parking. While the Authority may proceed with the Authority-developed plan as noted on Exhibit "A" and attached hereto, School and Authority recognize that any construction plans for School facilities and any related shared parking have not been finalized or authorized by School. As long as School retains ownership of the South High School property (and related parking areas), School will share parking with the Authority as provided in Lease Agreement and this Agreement. If School chooses to sell the South High School property, the procedures described in Paragraph 4 herein will be followed. As provided in the existing Lease Agreement, if School or its successor engages in a construction project and the parking areas, including the New Parking Facilities, must be modified, such modifications will be done at School or its successor’s expense and must include facilities equivalent to the New Parking Facilities and one hundred six (106) parking spaces. At all times relevant thereto, School or its successor must maintain access to handicapped parking spaces and safe pedestrian access from the shared parking area to the pool entrance gate for the use of Authority patrons. If School or its successor proceeds with a construction project, School or its successor agrees to maintain in-season pool patron access to the New Parking Facilities and a minimum of one hundred six (106) shared spaces for pool patrons during the School or its successor’s construction project. Depending upon the requirements of the

construction project, such parking may be, during the course of construction, on the north side of Westerly Parkway, satisfactory to School and Authority. In addition, School will replace the New Parking Facilities only if they are impacted by School or its successor's modifications to the area. All of the one hundred six (106) parking spaces must be located within a four hundred (400) foot radius of the pool entrance gate, as the same is depicted on Exhibit "C", and only on the south side of Westerly Parkway. Neither the School nor its successor shall place any buildings or structures between that area (as shown on Exhibit "C") and the pool facility, the intention of the parties being to have the two areas remain contiguous. Notwithstanding the foregoing, School may construct an elevated walkway or such other structure or structures, to include a building, so long as pool patrons have reasonably free and uninterrupted access, satisfactory to School and Authority, to pool from the parking area. School will include Authority or its representative in the Master Site Planning process for the South High School building and parking area or the planning by any successor owner as that process relates to the areas which are the subject of this agreement. Simultaneous with the submission to municipal authorities, School will provide Authority with a copy of any land development plan for the South High School building and parking area. Any alterations to the conditions of the within paragraph will only occur as may be necessary for any plan to comply with the State College Borough Zoning Ordinance.

4. Sale of School Property. It is the intent of the parties to preserve the William L. Welch Community Swimming Pool, its related facilities and parking in perpetuity for the benefit of the Centre Region community. In the event School determines that it is in its best interest to sell or otherwise transfer the property on which pool facilities and shared permanent parking are located, School will contact Authority as soon as reasonably possible, but not less than six (6) months prior

to any proposed transfer, to meet and discuss the sale or transfer of property on which pool facilities are located including shared parking, any intervening lands between the shared parking and the pool, as well as a potential buffer surrounding the pool area. Notification of intent to sell shall be given in writing to Authority. The responsibilities under the Lease Agreement and this Agreement will remain the obligation of any new owner of the South High School lands and parking areas for the life of the Agreements. In any marketing of the property, School will notify potential purchasers of the existing Agreement with Authority and the obligations contained therein.

5. Maintenance Responsibility. School will be responsible for maintenance services as well as pavement repairs, curb or sidewalk repairs, traffic control signals and signs, pavement markers, all snow removal and anti-skid services on all of the shared parking, roadway and pedestrian facilities.

6. Termination. The within Agreement shall terminate upon the permanent closure or abandonment of the Welch Pool or upon the termination of the existing or as herein modified Lease Agreement whichever shall first occur.

7. Insurance and Liability. During the term of the within Agreement School and Authority will maintain and keep in full force and effect public liability insurance protecting against personal injury or property damage occurring in or about the premises. Limits shall be a minimum of One Million (\$1,000,000) Dollars each occurrence for personal injury or property damage, and Two Million (\$2,000,000) Dollars for personal injury or property in the aggregate. The said policy shall list both School and Authority as insured.

The within insurance and liability shall apply to the parking areas, driveway and related walkways only and shall not apply to the other school facilities located onsite or other pool

facilities located onsite, except as may be specified by other agreements regarding those facilities.

8. Section 4(B) Modification. Section 4(B) of the William L. Welch Community Swimming Pool Lease Agreement previously entered into by the parties is hereby modified. In the event of conflict of language between the within Agreement and paragraph 4 of the Lease Agreement, the within Agreement shall control. All other terms of the Lease Agreement shall remain in full force and effect unless otherwise modified by terms herein.

9. Lease Extension. School agrees to extend the existing Lease Agreement to December 31, 2034 with the provision that Authority may seek additional ten (10) year extensions beyond the same as provided in the Lease Agreement.

10. Alternate Water Service. The current water service for the sport fields located south of the existing facility is presently provided from the bathhouse at the existing facility which will be demolished upon the start of the Authority's pool construction project. Upon demolition, the current water service will be terminated.

11. Waiver. No delay or omission of the exercise of any right by either party hereto shall impair any such right or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any provision, covenant or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of any other or the same provision, covenant or condition.

12. Entire Agreement. This Agreement contains the entire and only agreement between the parties concerning the premises. No prior oral or written statements or representation, if any, of any party hereto or any representative of a party hereto, not contained in this Agreement shall have any force or effect. This Agreement shall not be modified in any way except by a writing executed

by both parties.

13. Successors-in-Interest. All provisions herein contained shall bind and inure to the benefit of the respective parties hereto, their successors and assigns, as the case may be.

14. Contact Information. Correspondence related to this Agreement shall be directed to:

Centre Regional Recreation Authority  
Attn: Director of Parks & Recreation  
2643 Gateway Drive  
State College, PA 16801

State College Area School District  
Attn.: Director of Physical Plant  
131 W. Nittany Avenue  
State College, PA 16801

Attachments:

Exhibit "A" Welch Pool Master Site Plan with Shared Parking / Access

Exhibit "B" Existing South High School Parking with Shared Parking Areas

Exhibit "C" Radius of Area in Which Replacement Parking Shall Be Located (which exhibit will be provided by Authority subsequent to execution but prior to recording of this Agreement)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day  
and year first written above.

ATTEST:

SCHOOL:  
STATE COLLEGE AREA SCHOOL DISTRICT

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

ATTEST:

AUTHORITY:  
CENTRE REGIONAL RECREATION AUTHORITY

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairperson

