

MEMORANDUM

TO: Mr. David Dunn, Superintendent
Norton City School District

FROM: Christian M. Williams, Esq.

DATE: July 28, 2015

SUBJECT: Land Donation and Easement Agreement with Grace Brethren Church of Norton

Mr. Dunn:

This is to summarize the terms of the proposed Land Donation and Easement Agreement between the Norton City School District Board of Education (“Board of Education”) and the Grace Brethren Church of Norton (“Church”), regarding a half acre parcel of land which the Church has proposed to donate to the Board of Education, in exchange for being granted an easement to permit parking on that land. Copies of the proposed deed and easement are attached. The relevant points regarding this proposed transaction are as follows:

1. The Church already has retained a surveyor to prepare a proposed drawing showing a split of its parcel of property to carve out approximately one half acre in the northwest quadrant for transfer to the Board of Education. This transfer would be a donation, which would need to be accepted by the Board of Education.
2. The Church is willing to make this donation, in exchange for the Board of Education agreeing to grant the Church an easement which would permit it to utilize the donated property for parking on Saturdays, Sundays, and major religious holidays.
3. Under the terms of the easement, the Board of Education would be responsible for general maintenance and care of the donated property, including all paving, maintenance work, and painting of parking lines. Because it is not anticipated at this time that the Board of Education would utilize the donated property during the winter months, the Board of Education would not have the responsibility to plow this parking area. Rather, the Church would be permitted, although not required, to conduct any plowing in that area.
4. In granting this easement, the Board of Education would be agreeing to maintain the donated property for parking purposes, and would not construct any building on the donated property. Additionally, the Board of Education would agree that while it has use of the donated property for motor vehicle parking on Mondays through Fridays, the

Church would have exclusive use of the property for motor vehicle parking on Saturdays, Sundays, and major religious holidays.

5. The easement is only being granted to the Church, and it assigns or affiliates, as well as any other entity holding the property on behalf of the Church. In essence, as long as the Church is in existence and the Church owned and operated by the Grace Church of Norton, the easement would still exist. However, in the event that Grace Brethren Church of Norton no longer operated in its present location, the easement would end, and full use of the property would revert back to the Board of Education.
6. Additionally, the Church has agreed to indemnify the Board of Education for any injury or damage claims resulting from its use of the easement on the donated property, except in an instance of gross negligence, willful or wanton misconduct by the Board of Education.
7. According to Monica Kirbawi with the Church, once the Board of Education authorizes the donation of the property and the easement agreement, and those documents are signed on behalf of the Board of Education and the Church, the Church will turn those documents over to their title company so that the process of completing the parcel split creating the half acre donated property may be completed. In my experience, it may take a couple of months from the date of Board authorization and execution of the easement document, until such time as the County has finished their process of creating the new parcel and splitting it off from the Church's property.