

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9671

DATE 7-6-23

TITLE

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN CITY OF  
WILLIAMSPORT & LYCOMING COLLEGE**

**WHEREAS,** the City of Williamsport wishes to enter into an agreement with Lycoming College related to the senior baseball field in Brandon Park, and


**WHEREAS,** the parties wish to execute the attached agreement, and

**NOW THEREFORE, BE IT HEREBY RESOLVED,** by the City Council of the City of Williamsport, Lycoming County, Pennsylvania, that attached Agreement between the City of Williamsport and Lycoming College is approved, and

**BE IT FURTHER RESOLVED,** the Mayor and City Controller are authorized to execute any documents necessary to effectuate the intent of this Resolution, and the City Clerk be authorized and directed to attest and seal same.

Approved

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
President

## LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is made and executed as of the 6<sup>th</sup> day of July 2023, by and between the CITY OF WILLIAMSPORT, a Pennsylvania municipal corporation, having an address of \_\_\_\_\_, Williamsport, PA 17701 (“City”) and LYCOMING COLLEGE, a Pennsylvania non-profit corporation, having an address of One College Place, Williamsport, PA 17701 (“College”).

### BACKGROUND

A. The City is an owner of a tract of land and the improvements thereon located in the City of Williamsport, Lycoming County, Pennsylvania, being known as “Brandon Park”, conveyed onto the City by deed recorded in Lycoming County Deed Book 121, Page 431 (the “Park Deed”) and a copy of which is attached as Exhibit “A” (the “Park Deed”).

B. The City desires to lease to the College and the College desires to lease from the City a portion of the Park more fully described herein, subject to and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, intending to be legally bound and to so bind their respective successors and assigns and incorporating the recitals hereinabove set forth by reference, the parties agree as follows.

1. Leased Premises. City does hereby lease onto College and College does hereby rent and lease from the City a five and eight hundred fifty-one thousandths (5.851) acre parcel of land in the Park more fully described in Exhibit “B” hereto (the “Premises”).

2. Term.

(a) The initial term of this Agreement shall be for twenty-five (25) years commencing July 1, 2023. At the end of the initial term and each renewal term thereafter, this Agreement shall renew for an additional ten (10) year period (each, a “Renewal Term”), unless either the College or the City gives the other party written notice of termination at least twenty-four (24) months prior to the end of the initial term or Renewal Term, as applicable.

(b) In the event the College discontinues its baseball program or otherwise no longer has any need for the Baseball Facility, as defined in Section 5, the College shall have the right to terminate this Agreement upon sixty (60) days written notice to the City.

(c) Upon termination of this Agreement, the College shall deliver possession of the Baseball Facility to the City in good order, repair and condition, normal wear and tear excepted. College waives any right to notice to quit. Provided however, that the College shall have the right to remove such personal property and fixtures as it may elect prior to delivering possession to the City.

3. Use.

(a) The Premises shall be used as a collegiate baseball park and for College-related activities as determined by College from time to time.

(b) The sale, use or possession of alcoholic beverages on the Premises by the College or any other person is prohibited.

4. Rent. College agrees to pay to City of the use of the Premises a sum of One Dollar (\$1.00) per year, payable in advance regularly on or before each anniversary date of the commencement date.

5. Improvements.

(a) The College will construct a baseball facility of NCAA quality (the "Baseball Facility") on the Premises, which may include the ball field, fencing, seating, press box, dugouts, bullpens, batting cages, scoreboard and lighting (collectively, the "Improvements"). The construction may be done in two (2) or more stages, as the College may determine.

(b) The College will provide the City with copies of the final plans and specifications for the Improvements for its approval, which shall not be unreasonably withheld, conditioned or delayed.

(c) The College shall be responsible for all permits required for the construction of the Improvements and the use of the Baseball Facility.

(d) The Improvements shall be the property of the College. However, upon termination of this Agreement, subject to the provisions of Section 2, the Improvements shall become the property of the City, without further action by either of the parties hereto.

- (e) The Improvements shall be constructed at no expense to the City.
- (f) The Baseball Facility will be fenced for security reasons.

6. Maintenance; Payment of Expenses.

(a) College shall, at the College's sole cost and expense, maintain and keep in good condition and repair the Baseball Facility, including, but not limited to, trimming and care of grass lawned areas, trees, shrubbery and trash removal. Such maintenance shall be performed in accordance with the College's general standards of maintenance and repair.

(b) All expenses incurred in connection with the maintenance and operation of the Baseball Facility shall be the responsibility of the College, subject to reimbursement from third party users as permitted herein.

(c) City shall have the right to enter the Premises from time to time, upon reasonable advance notice to the College, to inspect the same provided that such rights shall be exercised in such a manner as not to interfere with the College's use and enjoyment of the Baseball Facility.

7. Utilities. The College shall pay for all utilities serving the Baseball Facility, provided however, that the College may require reimbursement from other users of the Baseball Facility as more fully set forth herein.

8. License to Use Other Brandon Parking Facilities. This Agreement includes a license by the City to the College to use the parking areas within Brandon Park and the restroom facilities within Brandon Park (the "Additional Facilities") in connection with the College's use of the Baseball Facility, such use shall be in compliance with the terms of this Agreement. The City agrees to provide keys to access the restroom facilities. The College shall, at the College's sole cost and expense, repair any damage to the Additional Facilities caused by the College, its students, officers, representatives, agents and invitees.

9. Public Use.

(a) When not in use by the College, the baseball field and other portions of the Baseball Facility, as the College determines to be appropriate, will be made available by the College for public use, subject to the reasonable and permissible rules and regulations of the City and the College.

(b) For security reasons, scheduling of the use of the Baseball Facility will be through the College, in accordance with its scheduling policies and procedures. The College may, but is not required to, have a staff member present during public use.

(c) The use of the baseball field and other portions of the Baseball Facility, as applicable, will be without charge to the third party, except for reasonable charges for utilities consumed, other out-of-pocket costs incurred in connection with the use of the baseball fields and other portions of the Baseball Facility, as applicable, and such other charges as are consistent with the City's policies. All revenues will be used solely for the construction, maintenance, improvement and operation of the Baseball Facility.

(d) Users of the Baseball Facility shall be responsible for damages to the Baseball Facility and/or Additional Facilities caused by such user and for any injuries, including death, to any persons. The College may require such users to have property and liability insurance reasonably acceptable to the College, naming the College and the City as additional insured, and to execute such agreements as the College reasonably deems to be appropriate in connection with the third party's use.

10. Government Approvals; Compliance with Laws and Park Deed.

(a) The College shall be responsible for all governmental approvals in connection with the use and construction of the Baseball Facility. The City will provide reasonable cooperation and assistance to the College, at the College's expense, in obtaining and maintaining any necessary governmental approvals. The City will support and cooperate with the College in any efforts to obtain the necessary governmental approvals, including, without limitation, confirming or affirming College's standing to obtain such approvals.

(b) The College shall comply with all applicable federal, state and local laws, rules and regulations in connection with its use and operation of the Baseball Facility.

(c) This Agreement and the College's use of the Premises shall be subject at all times to the restrictions and provisions in the Park Deed.

(d) The City has informed the College that requirements or restrictions in the Declaration of Restrictions for Brandon Park by the City recorded in Lycoming County Record Book 9188, Page 935 (the "Declaration"), do not apply to the lease of the Premises by College pursuant to this Agreement and that the City will assume responsibility for addressing any issues that the lease poses under the terms of the Declaration and with the Pennsylvania Department of Conservation and Natural Resources.

11. Insurances.

(a) The College shall obtain and maintain, at the College sole cost and expense, property insurance for the Baseball Facility covering such risks and in such amount as the College may reasonably determine.

(b) The College shall obtain and maintain public liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) insuring the College and, as to the City, insuring the City in amounts within the limits of its governmental immunity. Such insurance may be included as part of other policies of insurance maintained by the College.

12. Signage; Sponsorships.

(a) The College shall be entitled to identify the Baseball Facility as the College's baseball field and other branding ("Branding") and providing recognition for naming rights by posting at the Baseball Facility. The City agrees to amend Section 720.05 of its Codified Ordinances to allow "Branding" in an R2 District.

(b) The College shall be permitted to sell sponsorships to be recognized by appropriate signage within the Baseball Facility. All remuneration received by the College from such sponsorship shall be used by the College solely in the construction, maintenance and operation of the Baseball Facility.

13. Indemnification and Wavier of Immunity.

(a) Except as arising from any acts or omissions of the City, its employees, agents, contractors, representatives and/or employees, College agrees to indemnify and hold harmless the City, of and from all loss, causes, damages, liability and expenses of any kind in nature whatsoever, arising from any negligent act or omission or willful misconduct by the College, its students, officers, agents, representatives and invitees in connection with the Baseball Facility or the exercise of its rights hereunder or from any breach by the College of any of its obligations hereunder. For the avoidance of any doubt, references to the Colleges' "invitees" in this Agreement does not include third party users of the Baseball Facility but rather, only persons attending baseball games or other activities in the Baseball Facility sponsored by the College.

(b) City waives any statutory immunity with respect to its liability as between the City and College from claims arising pursuant to this Agreement.

14. Default and Right to Cure. In the event that the College is in breach of its obligations hereunder, the College shall have a period of thirty (30) days after receipt by the College of written notice from the City specifying such default to cure such default or such longer period of time as may be necessary to cure the default, so long as the College is diligently pursuing such cure. If the default is not so cured, then the City shall have the right to terminate this Agreement upon ninety (90) days written notice to the College. No such default, however, will be deemed to exist if the College has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence.

15. Assignment. This Agreement may not be assigned, voluntarily or by operation of law, by either the College or the City without the prior written consent of the other party, which may be granted or withheld in such party's sole discretion.

16. Notices. All notices required hereunder shall be in writing and delivered either personally or by nationally recognized overnight courier, requiring receipted delivery addressed as follows, effective upon receipt or refusal of delivery.

If to the College:

Lycoming College  
One College Place  
Williamsport, PA 17701  
Attn: President

If to the City:

City of Williamsport

\_\_\_\_\_

Attn: \_\_\_\_\_

Either party may change the address and person to which notice is to be given in accordance with this Section 16.

17. Force Majeure. Any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, act of terrorism, war, blockade, insurrection, riot or civil disturbance; (b) labor dispute, strike, work slowdown or work stoppage; (c) order or judgment of any governmental authority; (d) adoption of a change in any laws after the

date of execution of this Agreement; (e) any actions by the City which may cause delay; or (f) any other similar cause or similar event beyond the reasonable control of the College.

18. Miscellaneous.

(a) This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings between the parties, either written or oral, which are not set forth herein.

(b) This Agreement may only be amended by in writing signed by both of the parties hereto.

(c) If any term or condition of this Agreement is found to be unenforceable, the remaining terms and conditions will remain binding upon the parties as those set unenforceable as if they were not contained herein.

(d) The relationship of the parties is lessee and lessor and nothing contained herein shall be construed to create any partnership or joint venture between the parties hereto.

(e) If requested by the College, the City shall execute a memorandum of this Agreement for recording in the Office of the Register and Recorder of Deeds of Lycoming County.

(Signatures on following page)



[SIGNATURES – LEASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto intending to be legally bound and to so bind their respective representatives, successors and assigns, set their hands and seals the day and year first above written.

WITNESS:

LYCOMING COLLEGE

\_\_\_\_\_

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

Name:

Title:


ATTEST:

CITY OF WILLIAMSPORT

  
\_\_\_\_\_  
City Clerk

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

Title: Mayor

By:   
\_\_\_\_\_  
Title: Controller

Deed.

A. B. Cummings

to

The City of Williamsport

County of Lycoming and State of Pennsylvania, in trust, party of the second part.

This indenture, made the twenty first day of February, in the year of our Lord one thousand eight hundred and eighty nine (1889).

Between (A) Boyd Cummings, of the City of Philadelphia, State of Pennsylvania, party of the first part, and The City of Williamsport, in the County of Lycoming and State of Pennsylvania, in trust, party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, conveyed, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, confirm and confirm unto the said party of the second part, and its successors

All that certain piece, parcel or tract of land now situate in the Eighth Ward of the said City of Williamsport, in the County of Lycoming and State of Pennsylvania, and described by courses and distances as contained in the deed for the same from Esby Van Horn and wife to John Cummings, Junior, (which deed bears date the 20<sup>th</sup> day of November 1825, and recorded in Lycoming County in Deed Book "S" page 176) as follows: beginning at a post thence south three (3) degrees west fifty nine perches and eight tenths (59<sup>8</sup>/<sub>10</sub>) to a post thence south eighty eight degrees west (88) one hundred and seven and two tenths (107<sup>2</sup>/<sub>10</sub>) perches to a post thence north thirty one (31) degrees west twenty (20) perches thence north one and three fourths (1<sup>3</sup>/<sub>4</sub>) degrees west forty one perches and seven tenths (41<sup>7</sup>/<sub>10</sub>) to a stone thence north eighty eight (88) degrees east one hundred and twenty one perches and six tenths (121<sup>6</sup>/<sub>10</sub>) to the place of beginning containing forty three (43) acres and thirty nine (39) perches, near measure and being part of the same land which in the proceedings in the Orphans Court of Lycoming County for the partition of the real estate of Michael Rose deceased and under an injunction thereof taken December 4<sup>th</sup> A.D. 1820, by the High Sheriff of Lycoming County was allotted and adjudged to James M. Scullard, but right of his wife Margaret, one of the daughters of the said Michael Rose, deceased, said being the same parcel of land which the said

# Deed.

A. B. Cummings

to

The City of Williamsport

County of Lycoming and State of Pennsylvania, in trust, party of the second part.

This indenture, made the twenty first day of February in the year of our Lord one thousand eight hundred and eighty nine (1889).

Between, Boyd Cummings, of the City of Philadelphia, State of Pennsylvania, party of the first part, and the City of Williamsport in the County of Lycoming and State of Pennsylvania, in trust, party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of one dollar, lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, conveyed, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, convey, release, confirm and confirm unto the said party of the second part, and its successors

All that certain piece, parcel or tract of land now situate in the Eighth Ward of the said City of Williamsport, in the County of Lycoming and State aforesaid, and described by courses and distances as contained in the deed for the same from Ephy Van Horn and wife to John Cummings, Junior, (which deed bears date the 20th day of November 1825, and recorded in Lycoming County in Deed Book S, page 176) as follows: beginning at a post, thence south three (3) degrees west fifty nine perches and eight tenths (59 $\frac{8}{10}$ ) to a post, thence south eighty eight degrees west (88) one hundred and seven and two tenths (107 $\frac{2}{10}$ ) perches to a post, thence north thirty one (31) degrees west twenty (20) perches, thence north one and three fourths (1 $\frac{3}{4}$ ) degrees west thirty one perches and seven tenths (31 $\frac{7}{10}$ ) to a stone, thence north eighty eight (88) degrees east one hundred and twenty one perches and six tenths (121 $\frac{6}{10}$ ), to the place of beginning, containing forty three (43) acres and thirty nine (39) perches, near measure and being part of the same land which in the proceedings in the Cophouse Court of Lycoming County for the partition of the real estate of Michael Rose deceased and under an injunction thereof taken December 4th A.D. 1820, by the High Sheriff of Lycoming County was allotted and adjudged to James W. Kunkling, in right of his wife Margaret, one of the daughters of the said Michael Rose, deceased, and being the same parcel of land which the said

Received, this day of the date of the within or foregoing by de-  
liver of the said party of the second part, the sum of one dollar, the  
full consideration

Witness:  
Robt P. Allen,

A. B. Cummings,

State of Pennsylvania } ss.  
Philadelphia City & County

On the twentieth third day of February in the year one thou-  
and eight hundred and eighty nine before me, the subscriber, a  
Notary Public for the Commonwealth of Pennsylvania, residing in  
the City of Philadelphia, came the above named A. Boyd Cummings  
and who acknowledged the above instrument to be his act and deed,  
and desired the same might be recorded as such.

Witness my hand Notarial seal.

Alex Ramsey seal  
Notary Public

Recorded Dec 3, 1889.

Wm. C. King

Recorder

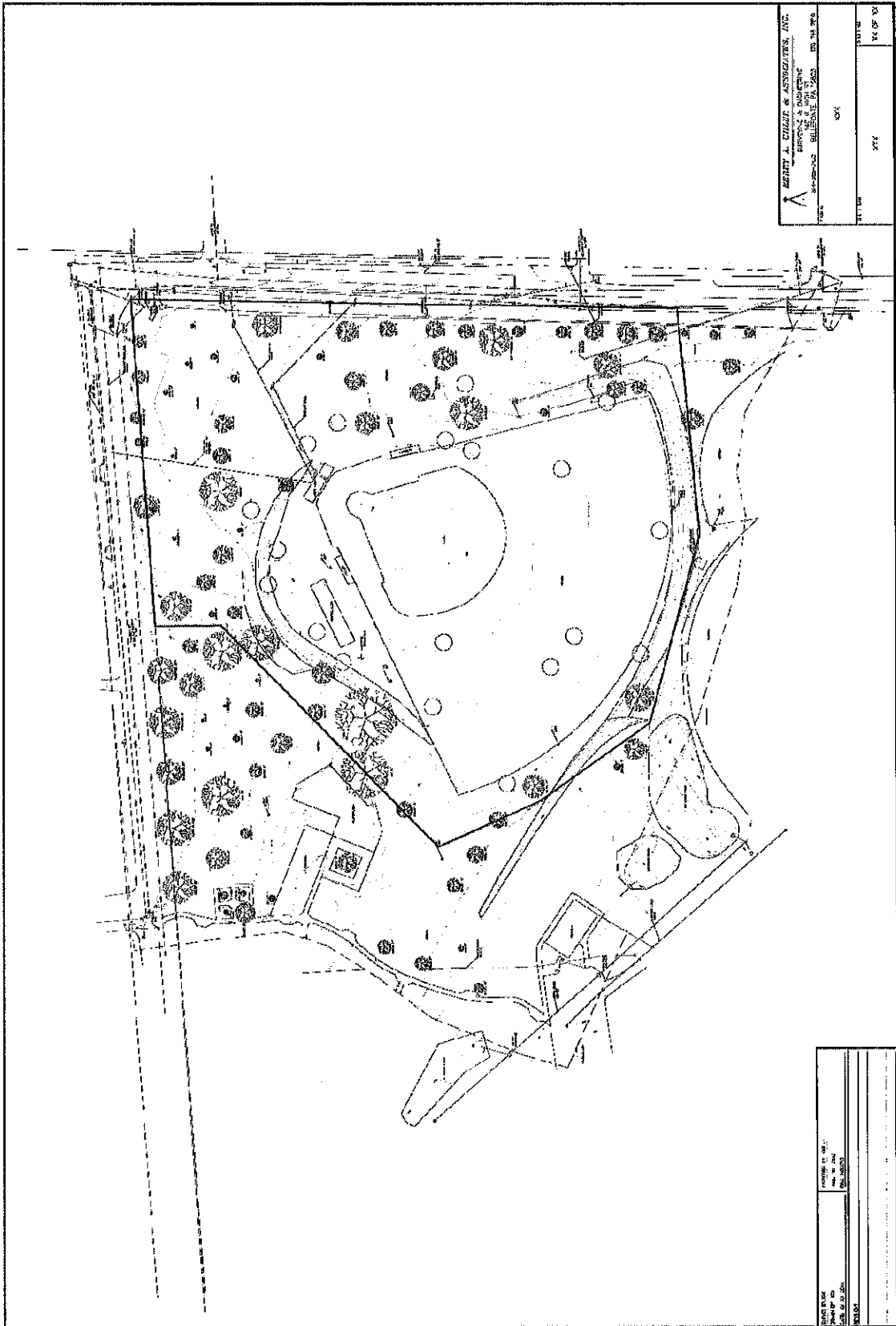
## EXHIBIT "B"

Beginning at a point on the southern side of Parkwood Street, said point being the northwestern most point of the lot herein described; thence along Parkwood Street N 85°46'48" E a distance of 339.45 feet to a point; said point being the southwest corner of the intersection of Parkwood street and Elizabeth Street: thence along Elizabeth Street S 00°55'30" W a distance of 570.26 feet to a point; thence along lands now or formerly of The City of Williamsport the following 6 courses:

1. S 84°21'19" W a distance of 234.62 feet to a point;
2. N 74°56'04" W a distance of 203.29 feet to a point;
3. N 35°21'46" W a distance of 140.09 feet to a point;
4. N 23°56'52" W a distance of 116.58 to a point;
5. N 45°31'26" E a distance of 321.16 to a point;
6. N 00°14'48" W a distance of 69.63 to a point; which is the point of beginning,

Said lease area having an area of 254876.1 square feet, 5.851 acres.

Being a leased area within Lands of the City of Williamsport known as Brandon Park, as granted to the City of Williamsport by deed of A. Boyd Cummings Deed Book 121 Page 431.



A  
 ZERRIN A. CHAIKIN ARCHITECTS, INC.  
 ARCHITECTS & PLANNERS  
 1000 BROADWAY, SUITE 1000  
 NEW YORK, NY 10018  
 TEL: 212 691 1000  
 FAX: 212 691 1001  
 E-MAIL: zchai@zchai.com

SHEET NO. 101  
 PROJECT NO. 101  
 DATE 10/10/01  
 SCALE 1/8" = 1'-0"