

AGREEMENT

THIS AGREEMENT entered into this 10<sup>th</sup> day of January, 1977, by and between THE BOARD OF EDUCATION OF THE COLUMBIA LOCAL SCHOOL DISTRICT, a political subdivision of the State of Ohio (hereinafter referred to as the "Board of Education"), and THE LORAIN COUNTY HISTORICAL SOCIETY, INC., an Ohio corporation not for profit (hereinafter referred to as the "Historical Society").

W I T N E S S E T H:

The real property described on Exhibit A attached hereto (hereinafter referred to as the "premises") is a portion of a larger parcel of land owned by the Board of Education upon which school and related educational facilities are located. The building on the premises, known as the "Bronson Homestead", has historical value and interest as the site of one of the earliest settlements west of the Cuyahoga River and the home of the first teacher in the area now constituting Columbia Local School District. The Bronson Homestead is in a state of disrepair, and substantial restoration, improvements and maintenance are required in order to preserve and make the same available to the public for educational purposes. The Board of Education has determined that the use of the Bronson Homestead as a museum would promote an interest in the county's history and thereby benefit and promote the advancement of education. The Historical Society, an Ohio corporation not for profit engaged in the promotion of public appreciation of the history of Lorain County, has offered to improve and maintain the Bronson Homestead so that it may be opened as a free public museum and thereby promote public awareness and interest in the history of the area. The Board of Education has determined that the Bronson Homestead is not presently required for school purposes other than the preservation of its educational and historical value and that the same cannot and should not be disposed of by sale. The Board of Education wishes to make the Bronson Homestead available to the public and, in particular, to the children of the School District, and to make arrangements with the Historical Society for the restoration of the Bronson Homestead and its maintenance thereafter as a public museum upon the terms and conditions hereinafter provided. The Historical Society has indicated its willingness to accept responsibility for the

restoration, improvement and maintenance of the Bronson Homestead upon the terms and conditions hereinafter provided so that the mutual objectives of the Board of Education and the Historical Society may be achieved.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Board of Education and the Historical Society have agreed and do hereby agree as follows:

1. The Historical Society shall assume exclusive use and occupancy of the premises for the sole purpose of maintaining and operating the Bronson Homestead and adjoining grounds as a museum or place of exhibition for the benefit, education and enjoyment of the public; provided, however, that the Historical Society's use and occupancy of the premises shall terminate if the Bronson Homestead is not maintained, operated and available to the public as a museum or place of exhibition or if the Board of Education shall hereafter determine that the premises are needed for school purposes. The Historical Society may, with the prior approval of the Board of Education, impose a reasonable fee for admission to the Bronson Homestead in order to provide funds for the maintenance and restoration thereof; provided however that no admission fee shall be charged to students of the School District when entrance to the Bronson Homestead is for educational purposes in connection with classroom requirements.

2. The Historical Society shall undertake to restore and repair the Bronson Homestead and thereafter shall maintain the same in a clean, safe and operational condition. The Historical Society hereby assumes full responsibility for payment of all operating, utility and maintenance expenses relating to the premises.

3. The Historical Society shall, at its expense, obtain public liability and property damage insurance and fire insurance with extended coverage endorsement with respect to the premises in such form and amounts as the Board of Education may request. All such insurance shall name the Board of Education as an additional insured and shall be issued by a company satisfactory to the Board of Education, with provision that the same shall not be altered or terminated without at least thirty (30) days prior written notice to the Board of Education. The Historical Society shall furnish to the Board of Education satisfactory evidence that the insurance required hereunder has been obtained and is being maintained in effect prior to the Historical Society's entry upon the premises and at such other times as the Board of Education may reasonably request.

4. The Historical Society hereby agrees to indemnify, defend and save harmless the Board from and against any and all claims, demands, actions, causes of action, loss, cost and expense for injury to or death of persons or cost of or damage to property, including the property of the Board of Education and injury to or death of any of its agents, employees, invitees or licensees, caused by or in any way arising out of this Agreement or by reason of the Historical Society's use and occupancy of the premises, regardless of whether or not such loss of or damage to the property or injury to or death of persons shall be caused by or contributed to by the negligence of the Board of Education or third persons, separately, concurrently or jointly, or the negligence of their respective agents, employees, invitees or licensees.

5. The Historical Society shall comply with all statutes, ordinances, rules, regulations, and requirements of all governmental bodies having jurisdiction over the premises and shall indemnify the Board of Education for any and all claims, demands, actions, causes of action, loss, cost and expenses resulting from the Historical Society's failure to comply with such statutes, ordinances, rules, regulations and requirements.

6. The Historical Society may make structural changes, construct additions to, remodel, or otherwise improve the Bronson Homestead and adjoining grounds; provided, however, that the Historical Society shall submit in advance to the Board of Education, for its approval, the plans for all structural changes, additions and substantial improvements.

7. In the event the Historical Society determines that sanitary facilities should be installed in the Bronson Homestead, the Board of Education shall cooperate with the Historical Society in making arrangements to connect such facilities with the existing septic system on the adjoining property of the Board of Education and for such inspection, repairs, replacement and maintenance thereof as may be necessary or desirable.

8. In the event the Historical Society shall fail to comply with the covenants and agreements of the Historical Society contained herein, the Board of Education may terminate this Agreement by giving the Historical Society not less than sixty (60) days prior written notice thereof. Such notice shall be deemed to have been given to the Historical Society as of the time when such notice shall have been delivered in person or deposited in the United States registered or certified mail addressed to 509 Washington Avenue, Elyria, Ohio 44035, Attention: Elmer Bessick or to such other person and place as the Historical Society may designate by written notice to the Board of Education.

IN WITNESS WHEREOF, the Board of Education and the Historical Society have caused this Agreement to be executed by their duly authorized officers as of the day and date first above written.

THE BOARD OF EDUCATION OF THE  
COLUMBIA SCHOOL DISTRICT

By H. S. Leasberg  
President  
David M. Miller  
Clerk

THE LORAIN COUNTY HISTORICAL  
SOCIETY, INC.

By [Signature]  
President  
[Signature]  
Secretary  
[Signature]  
Chairman, Board of Trustees

EXHIBIT A

Description of Premises

Situated in the State of Ohio, County of Lorain, and being part of Lot No. 14 of Original Columbia Township Lot No. 56 bounded and described as follows:

Commencing at a point in the centerline of Columbia West River Road and the Southeasterly corner of land conveyed to the Board of Education of Columbia Local School District as recorded in Volume 882, Page 200 of Lorain County Deed Records;

Thence North 1° 39' 30" East along the centerline of Columbia West River Road, a distance of 48.00 feet to a nail set in the centerline of said road; said point also being the principal place of beginning;

Thence continuing North 1° 39' 30" East along the centerline of Columbia West River Road, a distance of 110.00 feet to a nail set on said centerline;

Thence North 89° 30' 30" West, a distance of 210.00 feet to an iron pin set and passing through an iron pin set 30 feet distant from the centerline of Columbia West River Road;

Thence South 1° 39' 30" West, a distance of 110.00 feet to an iron pin set;

Thence South 89° 30' 30" East, a distance of 210.00 feet to a nail set in the centerline of Columbia West River Road, said point being the principal place of beginning; and passing through an iron pin set 30.00 feet Westerly therefrom; and containing within said bounds 0.530 acre of land, to be the same more or less, but subject to all legal highways.

Excepting and excluding the strip of land adjoining the southern boundary of the above described parcel on which a driveway or roadway connects Columbia West River Road and the buildings and other portions of the real property of the Board of Education.