

AGREEMENT

THIS AGREEMENT, entered into this 15th day of March, 1989, 1989, 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 COLUMBIA HISTORICAL SOCIETY, INC., an Ohio corporation not for profit (hereinafter referred to as the "Historical Society").

This agreement replaces a similar agreement entered into by the Board of Education and the Lorain County Historical Society, Inc. in 1977, now terminated.

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 House," 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. Substantial maintenance is 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 House as a museum would promote an interest in the township'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 Columbia Town-

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 House 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 House is for educational purposes in connection with classroom requirements.

2. The Historical Society shall undertake to restore and repair the Bronson House 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.

7. In the event the Historical Society determines that sanitary facilities should be installed in the Bronson House, 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 P.O. Box 983, Columbia Station, Ohio, 44028, or to such other person and place as the Historical Society may designate by written notice to the Board of Education.

9. It is the present mutual wish and desire of the Board of Education and the Historical Society that (i) in the event this Agreement be terminated pursuant to a determination by the Board of Education that the premises are needed for school purposes, the Historical Society receive compensation for the addition to the Bronson House constructed pursuant to the plans approved by the Board of Education by resolution dated January 21, 1981, and (ii) upon any such termination, the then members of the Board of Education, subject to the availability of funds for this purpose at the time of the termination, take action

to provide this consideration to the Historical Society. Renumeration by the Board shall be based upon actual cost documented by the Historical Society.

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 *James P. Ross*  
President

*David M. [illegible]*  
Treasurer

THE COLUMBIA HISTORICAL  
SOCIETY, INC.

By *Mary K. [illegible]*  
President

*[illegible]*  
Secretary