

September 1, 2017

Baldwin Wallace University
275 Eastland Road
Berea, Ohio 44017-2088
Attention: R. Chris Stanton, Ph.D.

Re: Richfield Heritage Preserve

Dear Chris:

This letter summarizes the basic terms of the agreement between the Richfield Joint Recreation District (the "RJRD") and Baldwin Wallace University (the "University") regarding the University's right to use and occupy two of the buildings currently located within Richfield Heritage Preserve (the "Park") for classroom, laboratory, office and related purposes, as the University's "field station" within the Park.

The RJRD and the University have agreed that the University shall have the exclusive right to use and occupy "Chagrin Cabin" as a classroom/laboratory and the "Coach House" as an office and storage facility for the period and on the terms set forth below:

1. Condition of the Buildings. The University is familiar with the condition of Chagrin Cabin and the Coach House (collectively, the "Buildings"), and acknowledges that while electrical service is available neither of the Buildings is presently served by running water or lavatory facilities (the latrines near Chagrin Cabin are functional and are available for use by the University personnel and students while at the Park), and that the Buildings are in rustic but serviceable condition. Subject to the performance of such repairs and alterations to the Buildings as may be required for the issuance of certificates of occupancy permitting the University's use of the Buildings for the purposes described in this letter (all of which shall be completed by the RJRD at no cost to the University), the University accepts the Buildings as is, in their present condition.

2. Term. The University shall have the sole and exclusive right to occupy the Buildings for classroom, laboratory, office and related purposes (and the non-exclusive right, in common with the RJRD and other parties to which the RJRD may grant corresponding rights, to use the Park for research, teaching and similar educational purposes and to that end to conduct such studies and evaluations as the University shall determine to be consistent with its educational mission, and to take small samples (such as plant, water, animal soil and minerals) from the Park and to install and maintain monitoring devices within the Park as such studies and evaluations shall require, in the University's judgment but subject to the legal requirements applicable to the Park during the term of this letter agreement. The term shall commence on the first day of the initial calendar month after certificates of occupancy have been issued for the Buildings on terms consistent with the University's proposed use of the same, and shall expire (unless sooner terminated by either party) on the final day of the twelfth (12th) calendar month thereafter. The University may extend the term of this agreement for as many as

five (5) successive renewal terms, each of one (1) year's duration, by providing the RJRD with written notice of its election to do so not later than thirty (30) days before the scheduled expiration of the then-current component of the term. L

3. Alterations; Maintenance; Insurance. (a) The RJRD shall promptly commence such alterations to the Buildings as may be required to permit the appropriate governmental authorities to issue certificates of occupancy permitting the University's lawful use and occupancy of the Buildings for the purposes contemplated by this letter, and shall notify the University as such certificates of occupancy are issued. From and after the date on which the University shall take possession of the Buildings (i) the RJRD shall remain responsible for structural repairs and alterations to the Buildings, including the roofs, foundations and any water, sewer or heating systems serving either Building (except to the extent that such repairs are occasioned by damage caused by the University, in which case the University will be responsible for any necessary repairs); (ii) the University shall be responsible for keeping the interior of the Buildings in a constant state of good order and repair and for keeping the exterior areas surrounding the Buildings neat, orderly and free from debris; (iii) each party shall notify the other of any repairs for which the other party is responsible promptly after becoming aware of the need for such repairs.

(b) The University may make such minor, non-structural alterations to the interior of the Buildings as it may deem appropriate from time to time with the prior written consent of the RJRD (which shall not unreasonably be withheld, delayed or conditioned). The University may secure the Buildings with such locks or security devices as the University may choose, provided that it shall furnish a set of keys or other immediate means of access to the RJRD. The University acknowledges that the RJRD may need access to the Buildings from time to time in order to inspect the same to perform structural repairs or alterations deemed necessary by the RJRD; the RJRD agrees to schedule the performance of any such inspections, repairs or alterations at such times as to minimize any interruptions in the University's use of the Buildings.

(c) The RJRD shall include the Buildings on the RJRD's Park-wide policies of property and casualty insurance, and shall provide the University with evidence of such insurance at the University's request. The University shall insure all of the University's furniture, equipment and personal property in the Buildings or at the Park, and acknowledges that the risk of loss or damage to all such furniture, equipment and personal property will belong to the University throughout the term of this agreement. The RJRD and the University shall each maintain a policy of commercial general liability insurance providing coverage of not less than One Million Dollars (\$1,000,000) for personal injury, bodily injury, death and property damage, and each shall cause the other to be named an "Additional Insured" on such policy. Each party shall provide the other with certificates evidencing the insurance coverages required by this paragraph from time to time at the other's request.

(d) The RJRD and the University each waives damages against the other (including each party's employees, officers directors, agents and representatives) for loss or damage, regardless of cause, arising from the perils insured against by the property and casualty insurance policies carried or required to be carried as described above.

4. Use of the Buildings. The University shall use and occupy the Buildings solely as classrooms, laboratories, office and storage space incidental to its operation of a field station at the Park. The Buildings will not be used as overnight accommodations or as living quarters without the specific written consent of the RJRD (which will not be unreasonably withheld, subject to normal Park rules and

regulations, for occasional overnight use or after-hours work, provided that the University will notify the RJRD and, if so requested by the RJRD, any governmental authority responsible for the security of the Park of any after-hours or overnight use). The parties acknowledge that electrical service is currently furnished to (and sub-metered for) the Buildings, at a monthly cost of approximately \$54.00. As additional utility services and communications facilities become available to the Buildings as the Park is renovated, the RJRD shall take reasonable steps to make those services available to the Buildings; the University shall pay (or reimburse the RJRD for) all utility services and communications facilities actually used by the University (at the same rate paid by the RJRD or charged by the RJRD to other Park users of such services or facilities). The University shall have regular vehicular access to the Coach House; parking for University users of the Buildings shall be at reasonably convenient sites designated from time to time by the RJRD in areas adjacent to Gund Hall.

5. Mutual Cooperation. The University and the RJRD agree to cooperate with each other in good faith to facilitate (a) the University's operation of a field research station at the Park, and (b) the use of the Park as a site for scientific research and educational purposes not inconsistent with the research station. Without limiting the generality of the foregoing, each agrees that it shall support and cooperate with the other (at no cost or expense) in seeking grants, publishing articles or otherwise promoting the University's field research station and other, consistent research and educational uses of the Park.

If the forgoing meets with your approval, kindly so indicate by signing where indicated below and by returning one fully signed counterpart of this letter to me. Thanks for your interest in the Park, and we look forward to working with you for years to come.

Very truly yours

Richfield Joint Recreation District

By: Robert J. Becker

Name: Robert J. Becker

Title: Chairman

AGREED TO AND ACCEPTED THIS 1st DAY OF September, 2017

BALDWIN WALLACE UNIVERSITY

By: Guy E. Farish

Name: Guy E. Farish, Ph.D.

Title: Associate Provost