

OVIATT HOUSE RESTORATION AGREEMENT

This Agreement (“Agreement”) is entered into and effective this 2nd day of August, 2021 (“Effective Date”) between the Richfield Joint Recreation District (hereinafter “RJR”) and Oviatt House Inc. (“OHI”). RJRD and OHI collectively shall be referred to as the “Parties”.

RECITALS

WHEREAS, OHI has proposed preserving, renovating, maintaining and using the Oviatt House structure located in Richfield Heritage Preserve (RHP), which is owned by RJRD; and

WHEREAS, RJRD is amenable to providing an opportunity to OHI to perform such preservation, renovation and maintenance work upon the historic Oviatt House (the “Work”) pursuant to the terms and conditions outlined herein and subject to OHI’s ability to raise the funds necessary; and

WHEREAS, the Oviatt House, listed on the National Park Service Network to Freedom, is suitable for the purposes which OHI proposes to use it, namely, as a public educational museum (the “Use”);

WHEREAS, the Parties agree that the Work and Use will provide benefits for both Parties and is in the public interest, and wish to memorialize the terms and conditions upon which the Work and Use will occur.

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, the Parties, intending to be legally bound, agree as follows:

1. **Premises.** OHI is granted exclusive permission by RJRD to perform the Work upon the Oviatt House located at 3771 Oviatt Road, Richfield, Ohio 44286. The Oviatt House is a vacant residential structure located within the Richfield Heritage Preserve Park (RHP), owned by RJRD, originally constructed by Mason and Erastus Oviatt in 1836. OHI is further granted permission to use the grounds on which the Oviatt House is situated, as described on the diagram attached hereto as Attachment A. The house and grounds are collectively referred to in this agreement as the “Oviatt House Site” (the “Site”). In general, the “Site” refers to the Oviatt House along with the property around the Oviatt House within the area bounded by Rt. 303, Oviatt Road, the fence around RHP, and the unnamed tributary on the east side of the property.
2. **Joint Responsibilities.** RJRD and OHI enter into this agreement in good faith. The goal of OHI is to preserve the Oviatt House and its significant history. RJRD shall provide OHI an opportunity to participate in any formal strategic planning process pertaining to the Use of Oviatt House by submitting written comments to RJRD.

3. **RJRD Ownership.** The Oviatt House and all fixtures shall remain the property of the RJRD throughout the Term of this Agreement. During the Term of this Agreement and subject to its terms, OHI shall have control of the Site for purposes of performing the Work, for occasional OHI meetings and events, and for subsequent Use of the building as a public educational museum, subordinate at all times to RJRD's authority to protect public health and safety.
4. **OHI Property at Termination.** OHI may reclaim all signs, exhibits, furnishings, artifacts, displays, and other property which are not considered to be a part of or affixed to the existing or renovated Oviatt House structure, with the exception of educational/historical signs that have value to RJRD in this location and would not have comparable value for anyone else at any other location. If RJRD requests it, OHI may donate or loan its property to RJRD upon termination of this agreement.
5. **Work Covered by this Agreement.** Oviatt House will be preserved, restored/rehabilitated and renovated by OHI, and all of the Work will be performed, pursuant to the terms and conditions of this Agreement and, unless impracticable, in accordance with National Park Service standards. The Work is expected to be performed in two Phases, Phase I and Phase II, with each Phase consisting of several Projects, as described in Attachment B.
 - a. The Work will occur only after OHI has presented evidence to RJRD's Park Director of funds sufficient to cover the estimated cost of such part. The Parties agree that the specific components of the Work described in Attachment B may be modified depending upon developing circumstances and priorities as the Work progresses, and requirements for funds will be tied to specifically described Projects that may differ from those described in Attachment B.
 - b. The Work shall occur only after RJRD approval as provided below. The Parties agree that the Work may proceed in segments (hereinafter "Projects"), and that funds sufficient to complete all Phase I Projects need not be raised before beginning particular, approved, fully-funded Phase I Projects. To facilitate work on a Project basis, OHI may submit a schedule or description of multiple Projects to the Board for its consideration for preliminary approval prior to completion of fundraising sufficient to complete all such Projects.

If a group of Projects is granted preliminary approval by the RJRD Board in such fashion, then specific final written approval to commence each component Project may thereafter be obtained administratively from the Park Director (which may be by letter or memorandum notice) without need of further Board action. Such administrative approval shall reflect the Park Director's (i) verification of sufficiency of funds, (ii) approval of plans submitted, for each particular Project or part of the Board-approved schedule and (iii) approval of projected timeframes for completion of the Project. The Park Director shall not unreasonably fail to give final approval to a specific fully-funded Project following preliminary Board approval of same as described above.

Compliance with the conditions of the Park Director's approval is a material term of this Agreement; provided, however, that the Parties will cooperate reasonably and in good faith with regard to discussion of extensions or modifications that may be appropriate due to circumstances arising over time, and any extensions or modifications resulting from such cooperation shall be in written form signed by the Park Director.

- c. RJRD agrees that it shall not require OHI to commence any work on Phase II prior to Class I designation of the lower lake dam.
 - d. OHI may install historic and educational signage, artifacts, artwork, the "Bench by the Road," and other items, and perform planting and landscaping at the Site, subject to the Park Director's approval following OHI's submission of a plan for such work or installation. The Park Director shall review the plan and communicate any questions or concerns to OHI within two (2) weeks of receipt of the Plan, or as soon as otherwise practicable.
 - e. RJRD and OHI agree to maintain the Site in a manner which does not cause a nuisance or public health hazard. RJRD shall continue ground maintenance at the Site and OHI shall maintain the landscaping and the exterior of the house, such that it is presentable to the public. OHI may perform basic yardwork tasks such as raking leaves, pulling weeds, and the like at the Oviatt House.
 - f. OHI shall reasonably maintain the Oviatt House including the Work performed. OHI shall set aside \$5000 per year for maintenance, which shall be maintained by OHI in a dedicated fund. The Parties agree to work together in good faith if needed to agree upon sufficient levels of funding (less than \$5000/year) necessary for maintenance. OHI has submitted a Maintenance Schedule included in Attachment C. Evidence of sufficient maintenance funding will be considered in connection with approvals of the Work as described in Section 5(b), above.
 - g. Throughout the Term of the Agreement, OHI shall be responsible for all utility costs associated with the use or occupancy of the Oviatt House. Separate meters shall be installed as necessary for determination of such costs, unless OHI and the RJRD Park Director agree upon appropriate estimates of such costs or alternative methods of determining the same.
6. **Reporting.** OHI shall provide the RJRD Board of Trustees quarterly written and verbal status reports on the progress of the Work, including income and expenditures. In addition, a concise written annual report shall be provided to the Board by the end of each January.
7. **Use of Oviatt House Site covered by this agreement.** OHI will restore the Oviatt House so that it stands as an historic structure with inherent historic and cultural value and interest. The restored Oviatt House is expected to be used as an educational museum

and OHI intends to develop a strategic plan to enable and carry on such use, subject to RJRD approval. OHI may use the site for occasional OHI meetings and events. OHI recognizes RJRD as a significant partner in the development of the strategic plan. The Parties agree that the restoration should be carried out, and any museum use carried on, in a manner that would not prevent future use of the Oviatt House by RJRD for administrative, cultural, educational or other similar purposes.

8. **Non-Profit Status.** OHI has applied to the Internal Revenue Service for non-profit status. If OHI is unable to obtain 501(c)(3) status within one year of execution of the Agreement, then within the six months following that one-year anniversary, OHI may enter into an agreement, with a non-profit entity acceptable to RJRD, to act as its fiscal agent. If OHI is unable to obtain 501(c)(3) status or an agreement for fiscal agent services within the foregoing timeframes, this Agreement may be terminated by RJRD without reference to the breach and cure provisions set forth in Section 9(a).
9. **Term/Termination.** This Agreement shall remain in effect for an initial period of ten (10) years beginning on the Effective Date. The Agreement shall be automatically renewed for additional five (5) year terms unless either Party provides written notice to the other of its intention not to renew, not less than ninety (90) days in advance of the expiration of the Term.
 - a. Each Party may terminate this Agreement for a material breach of this Agreement by the other Party in accordance with the following. In the event of a material breach of the Agreement, the non-breaching Party shall provide the breaching Party a written Notice of Breach. The written Notice of Breach must provide the breaching Party with an opportunity to cure the breach by a date specified in the Notice of Breach, which shall be not less than thirty (30) days. If the breach is not cured by the specified date, or good-faith cure work begun by such date if the breach cannot be cured within thirty (30) days, then the non-breaching Party may provide the breaching Party a written Notice of Termination for Breach. Thereafter, this Agreement shall be deemed to terminate upon the breaching Party's receipt of the written Notice of Termination for Breach.
 - b. OHI and RJRD agree to work together to resolve conflicts or disputes prior to either party's non-renewal or termination of the agreement, and recognize that the intent of this agreement is to preserve the historic Oviatt House for future use and recognize its listing on the Network to Freedom.
 - c. This Agreement may be terminated by RJRD if OHI is unable to complete the Phase I Work within two (2) years of obtaining 501(c)(3) status or entering into an agreement with a fiscal agent pursuant to Section 8 of this Agreement. If RJRD intends to terminate this agreement on such basis it shall notify OHI, in writing, of the work not yet completed at least ninety (90) days prior to termination. In this event, OHI may, within thirty (30) days of receiving such notice, submit a plan, schedule and, if necessary, a request for extension for

completion of the Phase I Work. RJRD shall not unreasonably deny a request for extension if supported by good cause as determined by RJRD.

- d. Upon OHI's completion of Phase I of the Work, it shall certify same to RJRD in writing. If at the time of such certification RJRD has not obtained a Class I license for the lower lake dam, OHI may request that the term of the agreement be extended by an amount of time not exceeding the time between OHI's certification of the completion of Phase I of the Work and RJRD's notification to OHI of Class I dam status pursuant to Section 14.
- e. Neither Party shall be liable for any costs, damages, or other claims that result directly or indirectly from termination of this Agreement; provided, however, that should termination be the result of OHI's failure to complete an approved Project, OHI shall be responsible for the cost of completion of the Project by others, to the extent of funds raised for such Project, unless RJRD waives such requirement. All other rights and claims of the Parties shall be preserved.
- f. Upon expiration or termination of the Agreement, RJRD shall allow OHI access to the Site for thirty (30) days or such other reasonable time as it may approve upon OHI's request, for the purpose of removing its property.

10. **Insurance.** Prior to the commencement of any Work by OHI, OHI shall furnish RJRD with evidence of commercial general liability insurance for personal injury with a \$1,000,000 per occurrence limit (including wrongful death) and damage to property covering any occurrence at the Oviatt House site during OHI activities which are related to the Work.

11. **Property Insurance.** RJRD shall include Oviatt House Site within the property insurance coverage it maintains for the Richfield Heritage Preserve, with coverage amounts that appropriately reflect the condition of the structure during the policy period. RJRD shall provide a copy of its policy of property insurance within a reasonable time following a request by OHI. OHI shall obtain appropriate insurance coverage upon any tools, equipment, contents, furnishings, displays or other personal property that OHI may install, keep or store within the Oviatt House in connection with the Work or otherwise, in an amount and a form acceptable to RJRD, unless RJRD agrees in writing to waive this requirement. If an insurance claim is necessary due to any covered damage to Oviatt House during the term of this Agreement, RJRD shall comply with the requirements of its insurance policy to repair the damage to the Oviatt House, subject to Section 12 of this Agreement.

12. **Liability and Indemnification.** OHI shall indemnify, defend and hold harmless RJRD and its trustees, agents and employees from and against any and all liabilities, obligations, losses, claims and damages (including reasonable attorneys' fees) arising out of (i) the acts or omissions of OHI, its employees, agents, guests, representatives, or contractors, or (ii) OHI's breach of its obligations set forth herein. OHI shall be responsible to promptly pay RJRD the cost to repair any damages to property of RJRD caused by OHI, its

employees, agents, guests, representatives, or contractors or, if agreed to by the Parties, shall itself undertake remedial work necessary to repair or replace the damaged lands or property.

13. **Notices/Contacts.** Notices from one Party to the other with respect to this Agreement shall be in writing and delivered by certified U.S. mail postage prepaid, or nationally recognized overnight courier, or in person to the Contact of the other Party indicated below, or at such other address or contact number as may be provided by such Party from time to time and shall be considered to have been delivered one (1) day after being sent by nationally recognized overnight courier or on the same day, if sent between 9:00 a.m. and 6:00 p.m. by e-mail or by hand-delivery.

For RJRD:

Anita Gantner, Chair, Board of Trustees
P.O. Box 246
Richfield, Ohio 44286
agantner@rjrd.org

For Oviatt House Inc.

Judy Bowman, President
2969 Brush Road
Richfield, Ohio 44286
theoviatt1836@gmail.com

14. **Class I Dam Status.** RJRD shall notify OHI in writing of the designation of the lower lake dam as a Class I dam within a reasonable time after RJRD is made aware of same.
15. **Permits and Applications:** The RHP Park Director shall sign any application requiring an owner's signature for any permit, grant application, historical designation or other document pertaining to the restoration and use of Oviatt House within a reasonable period of time and shall not unreasonably fail to do so.
16. **Press Releases:** OHI agrees not to issue any press releases or make other public announcements with respect to the Oviatt House without prior approval from the Park Director, which approval shall not be unreasonably withheld, conditioned, or delayed.
17. **NPS Network to Freedom Logo.** Subject to Section 16, RJRD gives consent to OHI to use the NPS Network to Freedom logo on its behalf, provided OHI complies with the National Underground Railroad Network to Freedom Program Graphic Standards Manual.

13. Miscellaneous

Fee. OHI shall make a payment of \$300 per year to RJRD, due on January 31 of each year.

Non-Discrimination. All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.

RJRD Appropriations. Nothing contained in this Agreement shall be construed to obligate RJRD to any expenditure of funds in advance of appropriations by the RJRD Board for the purposes of this Agreement, nor does this Agreement obligate RJRD to spend funds on or in connection with the Work or any other particular project.

Compliance with Applicable Laws. This Agreement and performance hereunder is subject to all applicable federal, state and local laws, regulations and government policies, including RJRD/RHP rules and regulations currently in force or hereafter enacted or promulgated. The foregoing obligation includes the requirement for OHI to obtain all necessary permits and inspections related to the Work or performance of the Work. Nothing in this Agreement shall be construed to in any way impair the authority of the RJRD to supervise, regulate, and administer its property.

Merger. This Agreement contains all the terms and conditions agreed to by the Parties, and supersedes any prior agreements between the Parties, with respect to the subject matter hereof.

Modifications. This Agreement may be amended only by way of a writing executed by both Parties.

Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

Assignment; Binding Effect. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The Parties waive the defense of lack of consideration.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party electronically) as against the party signing such counterpart, but which together shall constitute one and the same instrument.


No Agency. OHI is not an agent or representative of the State of Ohio or any political subdivision, or an owner of RHP, and will not represent itself as such to third Parties. RJRD officials and employees are not agents of OHI and will not represent themselves as such to third Parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, or joint venturers as between OHI and RJRD.

No Third-Party Beneficiaries. Unless expressly stated herein, nothing in this Agreement is intended to grant any legally enforceable rights or provide any benefits to any third party.

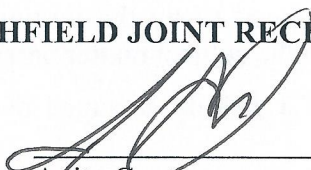
Partial Invalidity. If any provision of this Agreement or the application thereof to any Party or circumstance shall be held invalid or unenforceable in whole or in part, the remainder of this Agreement or the application of such provision to the Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date the last signature is affixed.

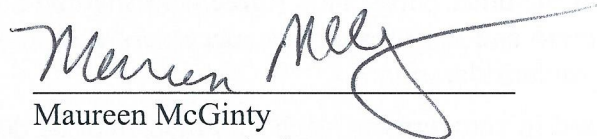
OVIATT HOUSE INC.

By: 
Title: President
Date: 8-2-21

RICHFIELD JOINT RECREATION DISTRICT

By: 
Anita Gantner
Chair, Board of Trustees

Date: 8-2-21

By: 
Maureen McGinty
Treasurer, Board of Trustees

Date: 8-2-21

ATTACHMENTS

Attachment A – Map of the Oviatt House Site

Attachment B - Phased Renovation

Attachment C – Oviatt House Maintenance Schedule



OVIATT HOUSE RESTORATION AGREEMENT

Attachment B: Phased Construction Plan

Phase I: Foundation and Exterior

Projects included in Phase I:

Roof

The original roof was most likely wood shingle as the presence of a sawmill on site made it the most economical option at the time of construction; however, this needs to be verified through inspection. The existing shingles and metal roof will be removed. Historically correct shingles will be installed. If wood shingles were original to the house, the use of composite material will be investigated. Portions of the soffit and rake will be custom milled to match the existing structure using the same species of wood.

Chimneys

1. Restore the center chimney to its original height.
2. Remove the non-original outside chimney and restore the siding.

Siding, window and additions

1. Remove the newer lap siding to expose the original clapboard.
2. Investigate and determine the paint color original to the house, if possible.
3. Restore and paint the original clapboard siding.
4. Once the siding is removed, investigate the original front porch design and decorative trim work and restore to original condition.
5. Remove the addition on the east side of the house (back door). Once the addition has been removed, determine the original floor plan and doorway and prepare plans for restoration to the original layout.
6. Once the exterior chimney is removed, relocate the lower window to its original location.
7. Remove the north side entrance addition and restore the original doorway.

Foundation

Inspection has not shown any significant foundation problems. The foundation will be inspected and significant foundation problems will be addressed during phase I.

Sill Beams

The sill beams will be inspected and necessary repairs made maintaining the original fabric as much as possible.

Interior

All newer components such as carpet, drywall, studs, electric, plumbing fixtures, HVAC, will be removed.

Design Plans

Most of the work will be to restore, not reconstruct, the existing house; therefore, architectural plans will not be required for Phase I. The exception is the front porch which needs to be reconstructed. Once the siding is removed, the original porch structure may be evident (i.e. type of roof being shed or gable). From there, OHI can research and rebuild the porch design that would be appropriate.

Phase II: Interior and Grounds

Timing Once the lower lake dam is classified as a Class I dam and funds have been secured, Phase II will begin.

Plans OHI will inspect the house to determine the original floor plan after removal of non-original components. Restoration plans will be developed prior to initiation of interior work, keeping in mind the final use of the house.

Accessibility ADA requirements will be investigated and addressed..

Projects Preserve, restore, and/or rehabilitate the entire interior including basement, windows, walls, floors, stairway(s), ceilings and trim to return the house to original condition as much as feasible.

Utilities At a minimum, new electrical will be installed. It is likely that new HVAC will be installed to provide year-round use of the house and humidity control. It is unlikely that restroom facilities will be installed for several reasons: a bathroom would not be original to the house; restroom facilities for visitors are located at the parking lot; ADA requirements would be difficult to meet; the existing septic system is most likely inadequate; and it is cost-prohibitive (approximately \$200,000) to run a sewer line to the treatment plant. However, plumbing may be partially installed and stubbed in to provide easier future installation.

Surroundings and Grounds

1. Native planting appropriate for the time period will be installed around the house and grounds as pledged by a donor.
2. A ["Bench by the Road"](#) is being donated and will be placed near the house. The Bench by the Road Project is a memorial history and community outreach initiative of the Toni Morrison Society.

3. Historical markers and signs will be designed and installed. NPS has developed a signage system to mark all Network to Freedom sites. (guidelines attached) OHI will install markers and plaques in accordance with NPS requirements. These signs may be placed during Phase I.

Attachment C

House maintenance schedule

Item	Frequency
Inspect exterior paint, roofing, doors, windows, caulking, weather stripping for damage; Repair as needed	Spring and Fall
Clean gutters	Fall
Inspect Interior for damage, water leaks, vermin, vandalism; Repair damage as needed	Spring and fall and after apparent damage or trespassing
Paint Exterior	Every 10 years
Reroof	30 years or as recommended by manufacturer (dependent on type of roof, i.e. steel, wood, synthetic)