

**JOINT USE AGREEMENT
BETWEEN THE
UNIVERSITY OF RIO GRANDE
AND
RIO GRANDE COMMUNITY COLLEGE**

THIS JOINT USE AGREEMENT (the "Agreement") is made this 19th day of March 2010 by and between the University of Rio Grande, an Ohio non-profit corporation (the "University"), and Rio Grande Community College (the "Community College"), a public community college and political subdivision of the State of Ohio created and existing under Chapter 3354 of the Ohio Revised Code (the "Community College").

RECITALS

WHEREAS, the 128th Ohio General Assembly adopted H.B.462, Section 105.47.50 (the "Bill"), which appropriated funds to be used by the Community College to construct and/or renovate capital facilities for the benefit of the Community College; and

WHEREAS, Ohio Administrative Code ("O.A.C.") Section 3333-1-03 (E) allows the Community College to expend state-appropriated capital funds on facilities which, because of their unique nature or location will be owned or will be part of facilities owned by a separate nonprofit organization or public body; and

WHEREAS, the University is a nonprofit organization separate from the Community College; and

WHEREAS, prior to the expenditure of capital funds on University property by nature of a long term lease, O.A.C. 3333-1-03 (E) requires the Community College to enter into a Joint Use Agreement with the University which includes the provisions set forth in O.A.C. 3333-1-03 (E) (1)-(11); and

WHEREAS, the parties desire to provide for the replacement and renovation of the roof on the Davis Career Center (the "Davis Career Center"), a building located on land owned by the Community College and leased to the University under that certain Lease dated as of August 15, 1983 by and between Rio Grande Community College, as Lessor, and Rio Grande College, as Lessee, for a term of 30 years, beginning on August 15, 1983, and terminating on June 30, 2013 (the "Lease"). The land and Davis Career Center building are fully insured by the University.

NOW, THEREFORE, in consideration of the mutual benefits hereunder, the Community College and University enter into this Agreement as follows:

1. Davis Career Center Use. The rights and obligations of the University and the Community College with respect to the use of the Davis Career Center for the educational programs of each party, and the terms and conditions governing such use, shall be governed by the

provisions of the Agreement for Instructional, Administrative and Student Services between the Community College and the University (the "Instructional, Administrative and Student Services Agreement").

2. Construction. The Community College will provide the funding for the actual cost, in an amount not to exceed \$450,000 (the "Project Funds"), to be used solely for the purpose of replacing the roof on the Davis Career Center (the "Project"). The terms of this Agreement shall not disturb the Lease referenced above to the extent the Lease is not in conflict with this Agreement. All improvements to the Davis Career Center made pursuant to this Agreement shall be and become property of the University without the requirement of the payment of any additional compensation or consideration by the University, except as set forth in Section 3.
3. Term: Termination Prior to Expiration of Term. The term of this Agreement shall begin on the date of execution of this Agreement by the parties hereto and shall be in effect for twenty years. Either party may terminate this Agreement if any of the material terms or conditions contained herein are materially breached by the other party and such breach is not cured within sixty (60) days after the breaching party receives written notice of the breach from the non-breaching party, provided that if the breach is of a nature that it cannot reasonably be cured within such 60-day period and thereafter diligently pursue it to completion. This Agreement shall automatically terminate if (i) the University's operation of the Davis Career Center ceases if (ii) the Agreement for Instructional, Administrative and Student Services (attached hereto) between the Community College and the University is terminated and not renewed or replaced with a similar Agreement for Instructional, Administrative and Student Services between the Community College and the University which provides for use of the Davis Career Center for educational purposes by the Community College substantially similar in value to that provided in the existing Agreement for Instructional, Administrative and Student Services.
4. Reimbursement to the State. In the event that this Agreement is terminated for any reason prior to the original twenty-year term of this Agreement, then the University shall remit to the State of Ohio a prorated portion of the Project Funds spent by the Community College on the Project which shall be calculated by dividing the funds contributed by the State of Ohio and spent on the Project by twenty (20) and multiplying that sum by twenty (20) less the number of full years that the Davis Career Center was utilized by the Community College under this Agreement.
5. Administration of Project. The Project referenced in Section 1 will be undertaken and administered by the Community College.
6. Public Project / Compliance with Laws. The Community College will administer the Project as a public construction project in compliance with all pertinent federal, state and local laws, rules and state administrative regulations, including, but not limited to Chapter 153 and 4115 of the Ohio Revised Code.

14. Chancellor of Board of Regents Approval This Agreement is not valid until it is approved by the Chancellor of the Ohio Board of Regents, pursuant to O.A.C. 3333-1-03. Absent approval by the Chancellor, this Agreement will have no force or effect. Approval by the Chancellor is signified by directive signed by the Chancellor.

15. Dependence Upon State Approval For Release of Capital Funds. It is expressly understood by the parties that this Agreement shall not be valid and enforceable unless the Director of the Ohio Office of Budget and Management first certifies that there is a balance in the Community College's appropriation not already obligated to pay existing obligations, as provided in Ohio Revised Code Section 126.07.

16. Counterparts. This Agreement may be executed in several counterparts, and each executed counterpart shall be considered as an original of this Agreement. A counterpart executed and transmitted by facsimile device by any person to the intended recipient thereof shall constitute and be accepted as an executed and delivered original of this Agreement.

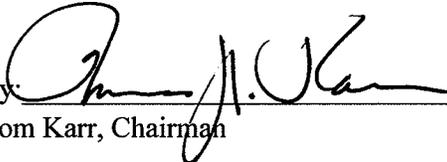
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE UNIVERSITY OF RIO GRANDE

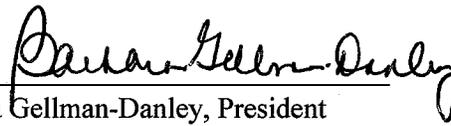
RIO GRANDE COMMUNITY COLLEGE
(The Community College District for Gallia,
Jackson, Meigs and Vinton Counties)

By: 
Donald P. Wood, Chairman

By: 
Tom Karr, Chairman

Date: 09.22.2010

Date: 9.17.10

By: 
Barbara Gellman-Danley, President

By: 
Luanne R. Bowman, Treasurer and Fiscal
Officer

Date: 9-17-10