

**Memorandum of Understanding**  
between  
**Rockcastle Karst Conservancy, Inc.**  
and  
**Greater Cincinnati Grotto, Blue Grass Grotto, Central Ohio Grotto, and  
Dayton Underground Grotto**

This Memorandum of Understanding ("MOU") is hereby made and entered into by and between the Rockcastle Karst Conservancy, Inc. ("RKC") and the Greater Cincinnati Grotto ("GCG"), Blue Grass Grotto ("BGG"), Central Ohio Grotto ("COG"), and Dayton Underground Grotto ("DUG"), (hereinafter collectively referred to as "the Grottos") with regard to the Great Saltpetre Cave Preserve ("GSP"). Within this MOU, the term "GSP" collectively refers to the Great Saltpetre Cave ("Cave") and its associated Preserve property ("Preserve"). RKC and the Grottos are hereinafter collectively referred to as "the Parties."

**1. History:**

In the past, mutually beneficial activities, projects, and programs (hereinafter collectively referred to as "Activities") conducted at GSP were regulated by: a 1989 lease agreement between GCG and the previous property owner, the Felburn Foundation; then, with the transfer of GSP ownership to RKC, an MOU between RKC and GCG, BGG, and DUG, signed in August 2006; and subsequently, a MOU between RKC and GCG signed in December 2007 and revised in April 2011. This MOU between RKC and the Grottos replaces the previous MOU between RKC and GCG signed in April 2011.

**2. Purpose:**

This MOU updates and sets forth the terms and understanding between the Parties, which will collaborate to continue to develop and expand Activities at GSP, care for the physical and historical integrity of the Preserve, and ensure conservation of the Cave and Preserve.

This MOU serves to establish a formal working relationship that sets forth the respective responsibilities of the Parties and will govern this particular relationship. This relationship is established in good faith and trust, and each party will consult with the others prior to taking any action that would alter the terms of this agreement. This agreement is intended to be amended from time to time with the mutual written consent of the parties.

The purpose of this relationship is to ensure the Grottos will have continued access to GSP and Activities therein; and in return, RKC will have continued support from the Grottos to continue its mission and care for GSP. It will also ensure that strategic planning for GSP conservation and management will be accomplished with input from all concerned stakeholders.

**3. Statement of Mutual Benefit and Interests:**

The Parties have a strong mutual interest in the conservation of GSP in order to ensure future populations' enjoyment of the property which the Parties now currently enjoy. The Parties agree maintaining the Cave and Preserve with good stewardship for future generations to enjoy saves a valuable and unique resource and provides an outstanding public service benefiting everyone.

RKC will benefit from the personnel expertise, volunteer labor, and financial support from the Grottos, which is necessary to continue the high degree of stewardship GSP has seen in the past.

The Grottos will benefit by retaining access to the facilities and ecology at GSP.

The Parties will mutually benefit through the continuation of existing Activities and development of new Activities, ensuring a level of conservation that will be of value to the general public as well as those with specific speleological concerns.

**4. RKC will:**

- a. As owner of GSP, have ultimate responsibility for the safe, efficient operations of all Activities in accordance with all applicable Laws, Rules, and Regulations and Deed commitments, including the acquisition of Insurance;
- b. Reserve the right to maintain control of property and monitor the finances generated therein by the following:
  - i. Delegate responsibility for development of and updates to a Management Plan and a Strategic Plan to the Grottos via RKC's standing committee, the Great Saltpetre Cave Preserve Management Committee (hereinafter "GSP Committee");

- ii. Vote to approve the Strategic Plan and the Management Plan, or any revisions thereto, when proposed by the GSP Committee, as well as the Charter which lays out the organization and operation of the GSP Committee;
  - iii. Not prohibit any activities as laid out in the Strategic Plan or Management Plan;
  - iv. Be the responsible party for financial matters, hold 501(c)(3) non-profit status on behalf of and for the benefit of GSP, and prepare necessary tax reports incorporating the separately maintained finances of GSP;
  - v. Require the GSP Committee to establish separate accounts and financial documents to receive donations and pay for expenses relating to GSP, and list RKC as a signatory on those accounts;
  - vi. Accept or reject the GSP Committee's proposals for any significant construction, maintenance, or educational projects with a budget of \$5,000 or more;
  - vii. Assist the GSP Committee in obtaining funds for Special Projects or Activities consistent with the Management Plan and Strategic Plan; and
  - viii. Require the GSP Committee to acquire and maintain supplies, tools, and equipment as necessary for GSP maintenance and construction needs.
- c. Include and utilize technical expertise developed by nationally recognized organizations, in reviewing and approving rules and regulations, which will ensure activities are conducted in a safe and reasonable manner in the Cave and Preserve;
  - d. Support recognized scientific and educational activities, when possible, in areas related to the Cave and Preserve;
  - e. Provide the appropriate rules and regulations pertaining to the Cave and Preserve activities to the general public when such activities are open to the public;
  - f. Approve all publication or printed materials intended for public distribution regarding the Cave, Preserve, or RKC, and any activity for which the principal point of the publication is the Cave, Preserve, or RKC. Publications must state that the Great Saltpetre Cave Preserve is a Preserve of the Rockcastle Karst Conservancy;
  - g. Approve any special uses of the Cave or Preserve that are outside normal activities covered by the Management Plan prior to the date of the activity, strongly considering the recommendations of the GSP Committee;
  - h. Review and approve any changes to this document or any document published on behalf of, prepared by, or modified on behalf of RKC as necessary.

**5. The Grottos will:**

- a. Each appoint individual Grotto members who are also RKC members to serve on the GSP Committee as Grotto representatives, as delineated in the GSP Committee Charter;
- b. Require the GSP Committee to prepare and update the Management Plan as necessary (incorporating principles of ecologically safe and environmentally sensitive property management) which will include such items as:
  - i. Cave and Preserve Access and Usage Regulations
  - ii. Fees, Funds and Financial Activities
  - iii. Group Access
  - iv. Caretaker and Caretaker Activities
  - v. Security
  - vi. Facilities and Facility Usage
  - vii. Special Events
  - viii. Campground Rules and Regulations.
- c. Require the GSP Committee to prepare the Strategic Plan and update it according to the GSP Committee Charter;
- d. Make recommendations to RKC to accept or reject the GSP Committee's proposals for any significant construction, maintenance, or educational projects; and obtain RKC approval prior to publication or distribution of any printed material regarding the Cave, Preserve, or RKC;
- e. Abide by all GSP rules and regulations, adhere to cave and nature conservation ethics, encourage safe and courteous demeanor by all members while on GSP property; and serve as ambassadors for cave and nature conservation activities and encourage cooperation with all property visitors and users;

- f. Encourage grotto members to support RKC and become members of RKC;
- g. Work with RKC to identify appropriate partnership opportunities and jointly pursue such projects; and encourage members to work with RKC to identify, discuss, and participate in opportunities for cooperative work or mutually beneficial projects or activities, when appropriate;
- h. Provide assistance to RKC and visiting Special Project personnel involved with scientific projects, educational activities, speleological or any other related activity of a professional nature;
- i. Make information of interest to RKC concerning the Preserve or Activities available to appropriate personnel; and provide technical expertise to address issues of concern to RKC;
- j. Not attempt to enforce any local, state, or federal laws while on Preserve property. All enforcement and follow-up action will be made by local, state or federal law enforcement officials.

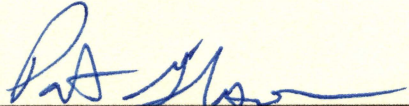
**6. Statement of Special Recognition to the Grottos Whereas:**

- a. GCG has provided exemplary care and management of the GSP property through personal time and expense of GCG volunteers, from the time of the 1989 lease between GCG and Felburn Foundation till RKC took ownership in August 2006 and has seamlessly continued this level of care and management since August 2006.
- b. During the years of the former lease, GCG initiated, developed, and promoted educational, conservation, preservation and scientific programs; handled and processed all income and expenses from funds collected and donated from camping and general contributions by visitors; and made financial investments in tractor and mowing equipment, tools, maintenance items, and other durable and non-durable tangible assets that became necessary for the upkeep of the GSP property. GCG also received valuable and critical support from BGG and then also from DUG through these years.
- c. BGG has provided commendable care and management of the GSP property through personal time and expense of BGG volunteers, from 1989 till RKC took ownership in August 2006, and has continued this care and management since August 2006.
- d. DUG has provided commendable care and management of the GSP property through personal time and expense of DUG volunteers, from 1997 till RKC took ownership in August 2006, and has continued this care and management since August 2006.
- e. COG has provided commendable care and management of the GSP property through personal time and expense of COG volunteers since May 2015.

**Therefore:**

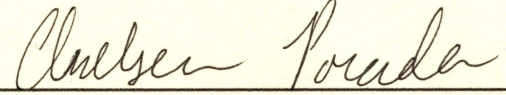
**It is Mutually Understood and Agreed By and Between the Parties That:**

- 1. Guarantee of use and access: RKC hereby guarantees the continued use and access to the Cave and Preserve until the year 2030.
- 2. Renewal: At the end of this initial term, this contract will be automatically renewed for a period of five (5) years unless any party submits a written objection within 30 days of termination.
- 3. Removal from Agreement: Any gross misconduct or material breach of the GSP Management Plan or this MOU by any of the grottos or RKC will be grounds for removal of that grotto or RKC from this agreement as a beneficiary.
- 4. Amendments: Amendments to this MOU may be made from time to time by the mutual written consent of the parties.
- 5. Participation in Similar Activities: This instrument in no way restricts RKC or the Grottos from participating in similar activities with other public or private agencies, organizations, and individuals.
- 6. Principal Signers: The principal signers for this instrument are the RKC Chair and the Grotto Chairs:

Signed: 

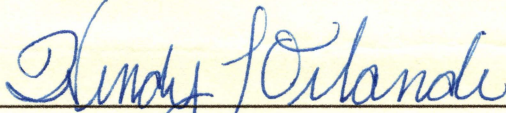
Date: 2/1/2026

Printed Name: Patrick Gibson  
RKC Chair, for Rockcastle Karst Conservatory

Signed: 

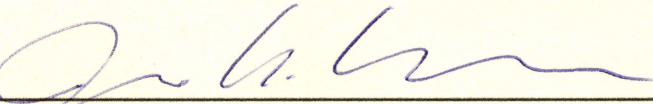
Date: 2/3/26

Printed Name: Chelsea Parada  
BGG President, for Blue Grass Grotto

Signed: 

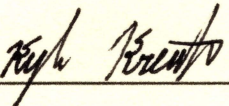
Date: 2/1/26

Printed Name: Wendy L. Orlandi  
COG Chair, for Central Ohio Grotto

Signed: 

Date: 2/1/26

Printed Name: Jarad A. Embree  
DUG Chair, for Dayton Underground Grotto

Signed: 

Date: 3/22/26

Printed Name: KYLE KREUTZ  
GCG Chair, for Greater Cincinnati Grotto