

MEMORANDUM OF LEASE
(O.R.C. § 5301.251)

The Thomas J. Evans Foundation, an Ohio nonprofit corporation (Lessor), whose address is 25 E. Walnut St., Newark, Ohio 43058-4217, has leased to the **City of Pataskala** (Lessee), whose address is 621 W. Broad St., Pataskala, OH 43062, land in Licking County, Ohio, to be used for the purposes and upon the rentals and other terms, covenants and conditions as more particularly set forth in an unrecorded lease agreement (“Lease”) entered into the ___ day of March, 2024, between Lessor and Lessee for an initial term of twenty (20) years, and automatically renewing on a year-to-year basis unless previously terminated, for three parcels on land on McIntosh Rd., all in Pataskala, OH 43062, described as follows:

See Attached Exhibit A.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed as of the day and year first above written.

THE THOMAS J. EVANS FOUNDATION, LESSOR

By: *Sarah R. Wallace*
Sarah R. Wallace, Chairman and CEO

By: *Sarah W. Heckman*
Sarah W. Heckman, Secretary

STATE OF OHIO, COUNTY OF LICKING, SS:

The foregoing instrument was acknowledged before me on the 13 day of March, 2024, by Sarah R. Wallace, the Chairman and CEO, and Sarah W. Heckman, Secretary, of the Thomas J. Evans Foundation, an Ohio corporation not for profit, on behalf of the corporation.



Lee D. Heckman
Attorney At Law
Notary Public, State of Ohio
My commission Has no expiration date
Sec. 147.03 R.C.

Lee D. Heckman
Notary Public

City of Pataskala, LESSEE

By: _____
Timothy O. Hickin, City Administrator

STATE OF OHIO, COUNTY OF LICKING, SS:

The foregoing instrument was acknowledged before me on the ____ day of March, 2024, by Timothy O. Hickin, City Administrator, City of Pataskala, on behalf of the city.

Notary Public

Instrument prepared by
Lee D. Heckman, Esq.
REESE PYLE MEYER PLL
36 North Second St. – P.O. Box 919
Newark, OH 43058-0919

LEASE AGREEMENT

This Lease, concluded as of the last date signed below (the "Effective Date"), between The Thomas J. Evans Foundation, an Ohio nonprofit corporation, with its principal place of business in Newark, Ohio ("Lessor"), and the City of Pataskala, Ohio ("Lessee"), to lease to Lessee for no rentals the full rights to use the property hereinafter described.

1. Lessor hereby leases unto Lessee three parcels on McIntosh Rd., Pataskala, OH. The first is approximately 64.89 acres (Parcel No. 063-140136-00.000), the second is approximately 22 acres (Parcel No. 063-152940-00.000), and the third is approximately 0.68 acres (Parcel No. 063-149184-00.000) (collectively herein the "Premises"), all of which are more particularly bounded and described on the attached Exhibit A.

2. The Premises shall be occupied and used by the Lessee for the following purposes only: In carrying out one or more of the purposes described in Section 170(c) of the Internal Revenue Code, the Lessee agrees that it will actively and continuously carry out one or more of such purposes on the Premises, serving the charitable, educational, and/or religious needs of the community, and in a fair and nondiscriminatory manner.

3. To have and to hold the Premises for a term of twenty (20) years, commencing on the Effective Date, at no rental whatsoever. This Lease shall automatically be renewed upon the same terms and conditions as herein contained (except as to term) upon a year to year basis until terminated by either party hereto by notice to the other, given at least three (3) months prior to the expiration of the year term then in effect.

4. Lessee shall not assign this Lease nor sub-let the Premises or any portion thereof without the prior written consent of the Lessor.

5. Lessee shall at all times comply with all ordinances, statutes, rules and regulations of duly constituted public authorities.

6. Lessee shall not make any alterations, improvements, or changes in or to the Premises without Lessor's prior written consent.

7. Lessee shall maintain and keep in good repair the entire Premises, including all buildings and improvements, any sidewalks and lands abutting the Premises for which the owner of the Premises may be liable and responsible.

8. Lessee shall pay taxes and assessments, if any, in respect to the Premises becoming due or payable during the term hereof. Lessee shall promptly prepare, file and process an application to remove the premises from the tax duplicate of Licking County.

9. The Premises are subject to any and all liens, encumbrances, easements, rights of way, leases, restrictions and conditions of record, encroachments, if any, legal highways and zoning laws, and title defects, if any, and any condition or fact that could be discovered by a careful examination or an accurate survey of the Premises.

10. Lessor shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of the Premises or any building thereon, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

11. To the extent permitted under Ohio law, Lessee shall be responsible for any and all loss, liability, damage and expense for injuries to person (including death) or property of other arising or resulting from the use or occupancy by Lessee of the Premises or any part thereof, or resulting from any tortious or negligent act or default of Lessee, or Lessee's employees, agents or invitees, on, in or about the Premises. Lessee shall at all times while this Lease is in force or Lessee is in possession of the Premises, carry liability insurance on the Premises in a responsible company approved by Lessor, naming Lessor in such policy as an additional insured, in an amount of at least \$1,000,000.00 for personal injury to one person and \$2,000,000.00, for one accident, and \$200,000.00 for property damage, with such amounts to be adjusted upward every two (2) years in accordance with increases in costs of living, and such policy or a certificate thereof shall be at all times have been delivered to Lessor, with a provision therein whereby the insurer agrees not to cancel or allow the coverage under such policy to lapse without said insurer having given Lessor sixty (60) days' written notice of a forthcoming lapse or cancellation.

12. Lessee shall pay for gas, light, power, heat, fuel, water and sewage charges used or incurred by it in or on the Premises, and any and all taxes assessed against Lessee on its personal property in the Premises and service any HVAC units which are designed or used principally for the Premises.

13. The Premises shall be used and occupied in a careful, safe and proper manner by the Lessee, and all fires therein shall be safely secured, kept and conducted, and Lessee shall keep the Premises and all adjacent areas in the front, sides and rear of the Premises in a clean, safe and healthy condition, free from ice and snow and nuisance, and shall comply with the directions of proper public officers respecting the use and condition of same.

14. The Lessor, for its agents, officers and employees, reserves the right to enter upon any portion of the Premises at any and all times and in any manner deemed reasonable by Lessor, for the purposes of inspecting and examining same. Lessor and Lessor's agents shall have the right to enter the Premises at all reasonable times to examine the same.

15. Lessee shall maintain throughout the term of this Lease a policy of fire and extended coverage insurance in an amount equal to at least eighty percent (80%) of the full insurable value of any and all buildings and improvements on the Premises, with losses payable to Lessor. Lessee shall deposit and maintain with Lessor at all times during this Lease such policies or certificates thereof, which shall contain an agreement by the insurer that it will not cancel such policy nor terminate coverage without first having notified Lessor thereof sixty (60) days' in advance of any proposed cancellation or termination.

16. If Lessee shall abandon or vacate the Premises prior to the expiration of the term, or if Lessee shall violate any other covenant under this lease and shall fail to remedy such violation within five (5) days after notice thereof, Lessor may, at Lessor's option, and without

notice, enter upon said Premises, remove any signs and other property of Lessee, at Lessee's expense, and re-let the Premises as Lessor may see fit, without such retaking, voiding or terminating this Lease or Lessee's obligations hereunder.

17. If Lessee shall be declared insolvent or bankrupt, or if any assignment of Lessee's property shall be made for the benefit of creditors or if a trustee in bankruptcy or a receiver shall be appointed for Lessee, whether under operation of the state or federal statutes, or shall cease to be an organization described in Section 170(c) of the Internal Revenue Code, then in any of said cases, Lessor may, at Lessor's option, at any time thereafter, without notice, terminate this lease and immediately retake possession of the Premises and in any of said events, neither Lessee nor any person claiming through or under Lessee or by virtue of any statute or of an order of any court shall be entitled to possession of the Premises.

18. No waiver of any condition or covenant of this Lease by Lessor shall be deemed to imply or construe a further waiver of any other right, condition or covenant.

19. Any notice which under the terms of this Lease or by any statute or ordinance now or hereafter in force is provided or required to be given shall be conclusively deemed to have been given if sent by verified electronic mail, or registered or certified mail, return receipt requested, directed as follows:

- (a) If to the Lessee, to the City Administrator of the City of Pataskala, 621 W. Broad St., Pataskala, OH 43062, or at such other address as Lessee may from time to time designate in writing by notice.
- (b) If to the Lessor, to the Thomas J. Evans Foundation, 25 E. Walnut St., P.O. Box 4217, Newark, Ohio 43058-4217, or at such other address as Lessor may from time to time designate in writing by notice.

If verified electronic mail is not utilized, notices to Lessee shall conclusively be deemed to have been received ninety-six (96) hours after deposited, postage prepaid, in the United States Mails, whether in fact the same shall have been received.

20. Lessee shall surrender the Premises to the Lessor at the expiration of this Lease or any renewal thereof in as good order and condition as when received, reasonable wear and tear excepted.

21. Lessor hereby covenants and agrees that if Lessee shall perform all of the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during said term have the peaceful and quiet enjoyment of the Premises without any manner of let or hindrance from Lessor.

22. If the whole or any part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then either party may terminate this Lease as of the date of title vesting in such proceeding, and if the Premises shall be damaged or destroyed by fire or other cause, to such an extent that the property cannot be used for its intended charitable purposes, unless Lessee restores and repairs the Premises, then either party hereto may

at any time hereafter cancel and terminate this Lease by notice to the other. Such cancellation shall be effective as of the date of the fire or other happening, but such cancellation shall not relieve Lessee of liability of any pre-existing breach or default.

23. This Lease sets forth all of the covenants and understandings between the Lessor and the Lessee concerning the Premises. Lessee represents that Lessee has made a careful inspection of the Premises and is satisfied with same, and this Lease, it is agreed, shall not be altered except in writing, signed by both parties, and Lessor shall not be deemed in any way to be a partner of Lessee in the conduct of Lessee's business, or otherwise.

24. In respect to any and all improvements, alterations or additions made during the term by either party, and in respect to any and all fixtures added to the Premises during Lessee's occupancy, the same shall either be and remain a part of the real estate at the sole option of Lessor, or the same, or any part thereof, Lessor may require Lessee to remove, with such removal to be accomplished at Lessee's cost, promptly and in a good and workmanlike fashion, with any damage caused thereby being promptly repaired.

25. Lessor and Lessee do hereby waive their rights against the other for any damage caused their respective interests in the above property, real or personal, from fire or other insurable casualty, arising out of the negligence of the other party.

26. If this Lease be not the first lease on the Premises between these parties, then this Lease is a reformation of any such previous lease in respect to the Premises.

27. LESSEE HEREBY REPRESENTS AND ACKNOWLEDGES THAT IT AND ITS OFFICERS, TRUSTEES AND AGENTS HAVE CAREFULLY INSPECTED THE LEASED PREMISES AND ALL IMPROVEMENTS THEREON, AND ARE COMPLETELY SATISFIED WITH THEIR SIZE, CHARACTER, CONDITION AND LOCATION, ARE CONFIDENT THAT THEY ARE SUITABLE FOR LESSEE'S INTENDED PURPOSE, THAT LESSEE IS ANXIOUS AND ABLE TO USE AND MAINTAIN THE SAME, AND THAT LESSEE HAS REQUESTED THAT LESSOR MAKE AVAILABLE TO LESSEE THE PREMISES. FURTHER, LESSEE WARRANTS AND ACKNOWLEDGES THAT IT IS NOT IN ANY WAY RELYING UPON ANY WARRANTIES OR REPRESENTATIONS OF LESSOR OR ANY OF ITS AGENTS OR OFFICERS, EXPRESS OR IMPLIED, IN RESPECT TO THE LEASED PREMISES.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed as of the day and year first above written.

THE THOMAS J. EVANS FOUNDATION, LESSOR

By *Sarah R. Wallace*
Sarah R. Wallace, Chairman and CEO

By *Sarah W. Heckman*
Sarah W. Heckman, Secretary

STATE OF OHIO, COUNTY OF LICKING, SS:

The foregoing instrument was acknowledged before me on the 13th day of March, 2024, by Sarah R. Wallace, the Chairman and CEO, and Sarah W. Heckman, Secretary, of the Thomas J. Evans Foundation, an Ohio corporation not for profit, on behalf of the corporation.



RACHEL SCOULER
Notary Public, State of Ohio
My Commission Expires
Sept. 11, 2024

Rachel Scouler
Notary Public

City of Pataskala, LESSEE

By: _____
Timothy O. Hickin, City Administrator

STATE OF OHIO, COUNTY OF LICKING, SS:

The foregoing instrument was acknowledged before me on the ____ day of _____, 2024, by Timothy O. Hickin, City Administrator, City of Pataskala, on behalf of the city.

Notary Public

Instrument prepared by
Lee D. Heckman, Esq.
REESE PYLE MEYER PLL
36 North Second St. – P.O. Box 919
Newark, OH 43058-0919
(740) 345-3431

EXHIBIT A

RELEASE OF LEASE

The Thomas J. Evans Foundation (“Foundation”), leased certain real estate on McIntosh Rd., Pataskala, OH 43062, described on the attached **Exhibit A** (the “Property”) to City of Pataskala, Ohio (“City”), on May 19, 1998. The Lease Agreement was recorded on November 2, 1998, and filed as Instr. No. 199811020041692 in the Licking County Recorder’s Office.

The Lease for the Property has been terminated and is of no further force or effect, and the Foundation and City desire to release the Lease of record.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Foundation and City agree that the Lease is hereby fully released and discharged of record and no longer constitutes an encumbrance upon the Property.

The Foundation and City have caused this Release of Lease to be executed as of the day and year last written below.

THE THOMAS J. EVANS FOUNDATION

By: *Sarah R. Wallace*
Sarah R. Wallace, Chairman and CEO

By: *Sarah W. Heckman*
Sarah W. Heckman, Secretary

STATE OF OHIO, COUNTY OF LICKING, ss

The foregoing instrument was acknowledged before me on this 13th day of March, 2024, by Sarah R. Wallace, Chairman and CEO, and Sarah W. Heckman, Secretary, of The Thomas J. Evans Foundation, an Ohio nonprofit corporation, on behalf of the corporation.



RACHEL SCOULER
Notary Public, State of Ohio
My Commission Expires
Sept. 11, 2024

Rachel Scouler
Notary Public

City of Pataskala, LESSEE

By: _____
Timothy O. Hickin, City Administrator

STATE OF OHIO, COUNTY OF LICKING, SS:

The foregoing instrument was acknowledged before me on the ____ day of _____, 2024, by Timothy O. Hickin, City Administrator, City of Pataskala, on behalf of the city.

Notary Public

Instrument Prepared By:
Lee D. Heckman, Esq.
REESE PYLE MEYER PLL
36 N. Second St., P.O. Box 919
Newark, Ohio 43058-0919
(740) 345-3431

Exhibit A