LEASE AGREEMENT

This Lease concluded as of the 3rd day of June, 2015, between The Thomas J. Evans Foundation, an Ohio nonprofit corporation, with its principal place of business in Newark, Ohio ("Lessor"), and the Village of Johnstown, Ohio ("Lessee"), to give to Lessee for no rentals the full rights to use the property hereinafter described.

1. Lessor hereby leases unto Lessee, the following described premises, to-wit:

See Attached Exhibit "A"

2. The demised 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)(1) of the Internal Revenue Code, the Lessee agrees that it will actively and continuously carry out one or more of such purposes on the demised premises, providing a bike path and park for public purposes, and in a fair and nondiscriminatory manner.

3. To have and to hold the demised premises for a term of ten (10) years, commencing on the day first above written, 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 demised 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 demised premises without Lessor's prior written consent.

7. Lessee shall maintain and keep in good repair the entire demised 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 demised 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 demised 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 any tortious or negligent act or default of Lessee, or Lessee's employees, agents or invitees, on, in or about said 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 demised 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 $100,000.00 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 demised premises, and any and all taxes assessed against Lessee on its personal property in the demised premises and service any heating units which are designed or used principally for the demised premises.

13. The demised 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 demised premises and all adjacent areas in the front, sides and rear of the demised 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 demised 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 demised 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 thirty days in advance of any proposed cancellation or termination.

16. If Lessee shall abandon or vacate the demised 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 demised 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 said 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 demised 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 :
Village of Johnstown
P.O. Box 457
Johnstown, OH
43031;

(b) If to the Lessor, to the Thomas J. Evans Foundation, 36 North Second Street, P.O. Box 919, Newark, Ohio 43058-0919, and Sarah R. Wallace, 2 North Second Street, P.O. Box 4460, Newark, Ohio 43058-4460, 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 one hundred twenty (120) hours after deposited, postage prepaid, in the United States Mails, whether in fact the same shall have been received.

20. Lessee shall surrender the demised 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 said premises without any manner of let or hindrance from Lessor.

22. If the whole or any part of the demised 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 demised 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. All equipment, signs, or non-permanent items of value, as determined by the Village Manager, shall be returned to the Lessee.

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 this property between these parties, then this lease is a reformation of any such previous lease in respect to the demised 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 PURCHASE AND 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 Sally W. Heckman
Sally W. Heckman, Secretary

VILLAGE OF JOHNSTOWN, LESSEE

By _____
Its: Village Manager

APPROVED AS TO FORM:

_____
Law Director

STATE OF OHIO, COUNTY OF LICKING, SS:

The foregoing instrument was acknowledged before me on the 15th day of April, 2015, by Sarah R. Wallace, the Chairman and CEO, and Sally W. Heckman, the Secretary, of the Thomas J. Evans Foundation, an Ohio corporation not for profit, on behalf of the corporation.

NOTARIAL SEAL STATE OF OHIO

David C Shelly
Notary Public
State of Ohio
Commission Expires
10/24/2015

_____
Notary Public

STATE OF OHIO, COUNTY OF LICKING, SS:

The foregoing instrument was acknowledged before me on the 3 day of June, 2015, by Jim Lenner, the Manager of the Village of Johnstown, on behalf of the Village.

NOTARIAL SEAL STATE OF OHIO

Teresa R. Monroe
Notary Public. State of Ohio
My Commission Expires: 05/16/18

_____
Notary Public

Instrument prepared by Reese, Pyle, Drake, & Meyer P.L.L.
36 North Second St. – P.O. Box 919
Newark, OH 43058-0919

EXHIBIT "A"

Tract One: Situated in the State of Ohio, County of Licking, Village of Johnstown and being a part of Outlot 17 (Old Outlot No. 8) First Quarter Township 2, Range 15, of the United States Military Lands, and being a part of a tract (Parcel Number 053-177714-00.000) conveyed to Roy E. Bailey by deed of reference in Official Record Volume 045, page 035, all reference being to those of record in the Recorder's Office, Licking County, Ohio, said 0.233 acre tract being more particularly bounded and described as follows:

Beginning at a pipe found marking the northeast corner of Outlot 17, and also being the northeast corner of the said Roy E. Bailey tract, and also being on the southwesterly line of a 31.631 Acre tract (Parcel No. 053-174024-00.002) as conveyed to Thirty-One Real Estate LLC by deed of record in Instrument Number 200909210020534;

Thence along said southwesterly line of the said 31.631 acre tract, south 37°05'49" east, 264.81 feet to an iron pin set on the northerly line of a tract (Parcel Number 052-1768866-06.000) as conveyed to The Thomas J. Evans Foundation by deed of record in Official Record Volume 062, page 243;

Thence along the northerly line of the said Thomas J. Evans Foundation tract, north 53°12'15" west, 276.55 feet to an iron pin found on the easterly right-of-way of E. Jersey Street;

Thence along the easterly right-of-way of E. Jersey Street north 53°33'46" east, 76.73 feet to the point of beginning and containing 0.233 acres more or less, according to a survey conducted by Jobes Henderson and Associates, Inc., in March 2015.

The bearings in the above description are based on the Ohio State Plane Coordinate System, South Zone.

All iron pins are 5/8" in diameter rebar by 30" in length with red identification caps marked "J&H, PS 8283".

Subject to all valid and existing easements, restrictions, and conditions of record.

Tract Two: Situated in the State of Ohio, County of Licking, Village of Johnstown and being a part of Outlot 17 (Old Outlot No. 8), First Quarter Township 2, Range 15 of the United States Military Lands, and being a part of a parcel (Parcel Number 053-177714-000.000 and 053-181044-00.000) as conveyed to Roy E. Bailey be deed of reference in Official Record Volume 045, page 035, and also being all of a parcel (Parcel Number 053-178968-00.000) as conveyed to Rebecca M. Ross, Trustee of the "Bailey Keystone Inheritance Trust" by deed of record in Instrument Number 201007140013411, all references being to those of record in the Recorder's Office, Licking County, Ohio, said 3.767 acre tract being more particularly bounded and described as follows: Commencing at a pipe found marking the northeast corner of Outlot 17, and also being the northeast corner of the said Roy E. Bailey tract, and also being on the southwesterly line of a 31.631 acre tract (Parcel No. 053-174024-00.002) as conveyed to Thirty-One Real Estate LLC by deed of record in Instrument Number 200909210020534;

Thence along the southerly right-of-way of E. Jersey Street, South 53°33'46" west, 139.39 feet to an iron pin set on the southerly line of a tract (Parcel 052-176886-06.000) as conveyed to The Thomas J. Evans Foundation by deed of record in Official Record Volume 062, page 243, and being the point of beginning for the herein described 3.767 acre tract;

Thence along the southerly line of the said Thomas J. Evans Foundation tract, south 53°12'15" east 548.76 feet to a point in the northerly right-of-way of E. Douglas Street, said point being referenced by a pipe found bearing South 53°12"15' east, 8.64 feet;

Thence along the northerly right-of-way of E. Douglas Street, south 53°21'15" west, 460.21

feet to a point marking the southeast corner of a 0.5 acre tract (Parcel Number 053-179904-00.000) as conveyed to Scott O. and Deborah S. Swick by deed of record south 36°49'49" east, 2.28 feet;

Thence leaving said northerly right-of-way of E. Douglas Street along the easterly line of the said 0.5 acre tract north 36°49'49" west, 327.37 feet to an iron pin found at the southwest corner of a tract (Parcel Number 053-179322-00.000) as conveyed to Smith L. and Donna L. Clark Trustee by deed of record in Instrument Number 200109140033544;

Thence along the southerly line of the said Clark tract, north 53°36'23" east, 100.08 feet to an iron pin found marking the southeast corner of the said Clark tract;

Thence along the easterly one of the Clark tract, north 36°52'34" west, 199.82 feet to an iron pin found on the southerly right-of-way of E. Jersey Street;

Thence along the southerly right-of-way line of E. Jersey Street north 53°33'46" east 52.88 feet to an iron pin set at the northwest corner of a 0.16 acre tract (Parcel Number 053-178968-01.000) as conveyed to Cathy Cody by deed of reference in Instrument Number 200805010010022;

Thence along the westerly line of the said 0.16 acre tract south 40°17'33" east, 200.35 feet to an iron pin set at the southwest corner of the said 0.16 acre tract;

Thence along the southerly line of the said 0.16 acre tract, north 53°54'25" east, 35.00 feet to an iron pin found at the southeast corner of the said 0.16 acre tract;

Thence along the easterly line of the said 0.16 acre tract, north°10'01: west, 22.32 feet to an iron pin found marking the southwest corner of a 0.241 acre tract (Parcel Number 053-17714-01.000) as conveyed to Keith Alan and Tamara Sue Foor by deed of record in Official Record Volume 777, page 956;

Thence along the southerly line of the said 0.241 acre tract north 48°14'23" east, 59.78 feet to an iron pin set at the southeast corner of the said 0.241 acre tract;

Thence along the easterly line of the said 0.241 acre tract north 40°15'44" west, 172.67 feet to an iron pin found on the southerly right-of-way of E. Jersey Street;

Thence along the southerly right-of-way of E. Jersey Street north 53°33'46" east, 57.70 feet to the point of beginning and containing 3.767 acres, more or less, according to a survey conducted by Jobes Henderson and Associates, Inc. in March of 2015.

The bearing in the above description are based on the Ohio State Plans Coordinate System, South Zone.

All iron pins set are 5/8" diameter rebar by 30" in length with red identification caps marked "J&H, PS 8283".

Subject to all valid and existing easements, restrictions, and conditions of record, all legal highways, zoning ordinances, rules, and regulations.

Tax Parcel No:	**053-181044-00.000**
Addresses:	**East Jersey St., and East Douglas St, Johnstown Ohio 43031**
Prior References:	**Inst. #201007140013411 and Inst. #201007140013412**