

LEASE AGREEMENT

This lease Agreement is made as of the 19th day of August, 2024 by and between Village of Dresden Ohio ("Landlord"), Swim Center Wolford Room 1330 Main St Dresden, Ohio 43821 and LifeWise Academy LLC ("Tenant"), an Ohio nonprofit limited liability company with an address of 5375 Grace St., Hilliard, Ohio 43026.

- ✦ Tenant Representative: Elaine Ross,
 - ✦ 740-624-7119
 - ✦ elaineross@lifewiseacademy.org

1. Leased Premises

Tenant leases from Landlord that portion of the building located at 1330 Main St Dresden, Ohio 43821 consisting of approximately 550 sf (Wolford room & restrooms). The Premises is part of the real property and building owned by the Landlord (the "Property"). Landlord also grants to Tenant shared access to and use of the building's side entrance to the Wolford room, parking areas, restrooms and drives located on the Property during the term of this Lease; provided, however, that such shared access and use shall be subject to any reasonable rules and regulations the Landlord may adopt.

2. Condition of Premises

Landlord leases the Premises to Tenant in their present condition, "as is," as of the date of this Lease.

3. Term

The term of this Lease shall commence on August 20, 2024, and May 31, 2025 [For purposes of Paragraph 6 below

4. Renewal

The parties shall have the mutual option to renew the Lease for one (1) year successive period (the "Renewal Period") on terms and conditions acceptable to both Landlord and Tenant (the "Mutual Option"), or the term of this Lease shall expire upon completion of the Primary Period. As used herein, the Lease "term" or "term of this Lease" shall include any Renewal Period. Should Landlord desire to retain the Premises for Landlord's own use and purposes upon completion of the Primary Period, Landlord may decline the Mutual Option without need for any good faith negotiations.

5. Holding Over N/A

Any holding over beyond expiration of the Primary Period or, if applicable, the Renewal Period, shall be construed to be a tenancy from month to month at 120% of the monthly rental rate that was paid during the last month of the Lease term and shall otherwise be on the same terms and conditions as provided in this Lease; in the event of such month to month tenancy, the parties shall give each other thirty (30) days written notice prior to terminating the tenancy.

6. Rent

The Tenant agrees to receive in the form of an "in-kind" donation the use of the Premises determined

to have a fair market rental value of \$_____. OR [Tenant shall pay to Landlord annual rent for the Premises in the amount of \$n/a per year, payable in equal monthly installments on or before the first day of each month during the term, with the first payment due 8/24. In addition to the rent provided for in this paragraph, Tenant shall pay for utilities monthly in accordance with Paragraph 12 below.

7. Use of Premises

Tenant shall use the Premises to conduct religious educational programs for school-aged children and for no other purpose without Landlord's written consent.

8. Subordination

This Lease and all rights of Tenant herein shall at all times be subordinate to any and all liens, mortgages or encumbrances that may currently exist or may hereafter be placed against said real estate and the improvements thereon by Landlord. This subordination clause shall be self-operative, and no further instrument of subordination shall be required, however, in confirmation thereof, Tenant shall execute promptly upon request of Landlord any and all subordination certificates as may be requested. In the event that the Landlord defaults in the payment of any amount which may be due from Landlord to any mortgagee, then the Tenant shall have the privilege of making the rent payments called for under this Lease directly to any such mortgagee and the rights of the Tenant shall not be cut off or affected by foreclosure of any said mortgage so long as the Tenant shall not be in default hereunder.

9. Maintenance and Repairs

Tenant shall at its expense shall repair, replace, or restore all damage to the Premises or the Property caused by the negligent acts or omissions of Tenant or its agents, contractors, employees, volunteers, students, or invitees, or by a breach by Tenant of its obligations under this Lease. Landlord agrees that, during the term of the Lease it will, at its own expense, make repairs promptly as they become necessary to protect the Tenant's personal property, including any maintenance to the foundation, exterior walls, roof, plumbing, sewage, HVAC and utilities. Landlord also agrees to make all repairs resulting from fire or casualty. Tenant shall, at its own expense, be responsible for any repairs or maintenance to any equipment or fixtures it installs or places in the interior of the Premises. Tenant agrees to keep the Premises in good repair and in a clean, safe, and insurable condition.(Maintain and clean The Wolford room and restrooms)

10. Alterations and Improvements

During the term of this Lease, Tenant shall have the right, at its own expense, to make such additions, alterations, improvements, remodeling and changes, including painting the Premises and the installation of any equipment, as Tenant deems reasonably necessary or advisable for the accomplishment of its use; provided, however, that Tenant shall first obtain Landlord's prior written approval, which consent and approval shall not be unreasonably withheld. If Tenant shall install or attach to the Premises any property pertaining to its use thereof, all such items shall be considered as trade fixtures and shall remain at all times the personal property of the Tenant with the right to remove the same at any time; provided, however, that prior to the expiration of the term hereof, Tenant shall restore the affected part of the Premises to at least as good condition as at the commencement of the term hereof, ordinary wear and tear excepted. Any facilities or improvements constructed within the buildings which are not trade fixtures and used in the conduct of Tenant's use or business, will at the election of Landlord, become the Landlord's property at the termination of this Lease, or if Landlord desires to do so, it may require such nontrade fixtures to be removed by Tenant at Tenant's expense and if Tenant

so, it may require such nontrade fixtures to be removed by Tenant at Tenant's expense and if Tenant fails to do so, upon reasonable advance notice from Landlord, then Landlord shall have the right to remove such facilities and nontrade fixtures at Tenant's cost and expense.

11. Utilities and Services

Tenant shall pay additional rent of ___\$0___ for the cost of WiFi, telephone services, heat, electricity, water, and sewer services (the "Utilities"). At its expense, Landlord, shall have the right to separately meter Tenant's utilities usage. Thereafter, Tenant shall pay the cost of Utilities.] OR [Landlord shall provide heat, electricity, water, and sewer services (the "Utilities") for Tenant, but Tenant shall reimburse Landlord for any other services provided by Landlord such as WiFi, internet, and telephone services, if any.

12. Real Estate Taxes

Landlord shall pay all real estate taxes and assessments becoming due and payable with respect to the Property during the term of this Lease.

13. Default N/A

In the event of any failure of Tenant to pay any rental or other charges due hereunder within fifteen (15) days after written notice of such default to Tenant or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default to Tenant, or if Tenant shall abandon said premises or permit this Lease to be taken under any writ or execution, it shall be lawful for Landlord at its option either: (i) to enter and repossess said premises and to remove all persons and property therefrom in the same manner and with the same rights as if this Lease had not been made and thereupon this Lease and everything herein contained on the said Landlord's behalf to be done and performed shall cease, terminate and be utterly void; or (ii) as agent of Tenant to enter, repossess and remove without notice as herein before provided and to re-rent said premises to the best advantage, applying rentals received to the amounts due from Tenant under this Lease, in which case the deficiency, if any, shall be paid to Landlord by Tenant and in the event the rentals received from such re-renting shall exceed the amounts due under this Lease, all such excess shall belong to Landlord. Tenant shall pay all reasonable costs and actual attorneys' fees and expenses incurred by Landlord in enforcing the covenants, conditions and terms of this Lease, including the costs of re-letting.

14. Insurance

Tenant shall procure and maintain fire legal/non-owned property damage liability insurance coverage for the Premises with policy limits of not less than a single limit of \$1,000,000 for personal injury or death and property damage per occurrence and \$3,000,000 in the aggregate. Landlord shall be named as additional insureds under such policy. The policy shall contain an agreement by the insurer that it will not cancel the policy except after fifteen days' prior written notice to Landlord and Tenant and that any loss otherwise payable shall be payable notwithstanding any act or negligence of Landlord or Tenant that might, absent such agreement, result in a forfeiture of all or a part of the insurance payment. Tenant shall provide Landlord with a certificate of such insurance prior to the commencement date and shall also deliver to Landlord at least 10 days prior to the expiration date of such policy (or of any renewal policy), certificates for the renewal of this insurance.

15. Fire and Casualty

In the event that the Premises are destroyed or so damaged by fire, explosion or other casualty as to render the premises partially or wholly untenable, Landlord shall immediately undertake to restore

the premises to their former condition and shall complete such restoration as expeditiously as possible and the proceeds of Landlord's applicable insurance shall be used for said purpose provided that the same shall be permitted by Landlord's mortgagee (if any). Rent shall abate during any period of restoration or repair if the Premises cannot be reasonably used for the intended purpose.

16. Indemnification

Tenant shall indemnify and hold Landlord and its respective members, officers, agents, employees, invitees and affiliates (the "Landlord Indemnitees") harmless against any and all claims, liabilities, damages or losses, and any attorneys' fees and other incidental expenses, resulting from injury or death of any person or damage to property occurring on or about the Premises and arising in conjunction with the use and occupancy of the Premises by Tenant unless Landlord's indemnification obligations are triggered. Notwithstanding Tenant's indemnification obligation, Landlord shall indemnify and hold Tenant and its respective members, officers, agents, employees, invitees, students, volunteers and affiliates (the "Tenant Indemnitees") harmless against any and all claims, liabilities, damages or losses, and any attorneys' fees and other incidental expenses, resulting from the death, injury or damage that was sustained as a result of any tortious or negligent act of Landlord or of its members, employees, agents, officers, volunteers or contractors, or by reason of the breach of any of Landlord's obligations under this Lease. The indemnities contained in this Section shall survive the expiration or termination of this Lease.

17. Right of Entry

The Landlord reserves the right to enter upon the Premises at any time to inspect the same or make repairs without notice, and Tenant agrees to allow the Landlord free access to the Leased Premises.

18. Binding Effect

This Lease and all the terms and conditions contained herein shall extend to and be binding upon the successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed and the same shall be construed as covenants running with the land and whenever in this Lease reference is made to either party hereto, it shall be deemed to include and also apply to the respective successors and assigns of such party.

19. Payments N/A

All payments required of Tenant by Landlord in conjunction with this agreement shall be made payable to N/A at the Property address, unless directed otherwise by Landlord.

20. Surrender

Upon the expiration or earlier termination of this Lease, or upon thirty (30) days written notice of terminating any hold over pursuant to Paragraph 5 above, Tenant shall surrender to Landlord the Premises in good condition and repair, ordinary wear and tear since the last repair required by this Lease, fire and other casualty or governmental takings excepted.

21. Quiet Enjoyment

The Landlord covenants that the Tenant, on paying the rent above stipulated and performing the other covenants and conditions of this Lease shall have, hold and enjoy the Leased Premises free from molestation, eviction or disturbance by the Landlord or by any other person or persons lawfully claiming the same and that the Landlord has good right to make this Lease for the full term hereby granted.

22. Compliance with Laws

Landlord represents to Tenant that, on the date of this Lease, the Premises shall be in compliance with all applicable laws, codes, and ordinances applicable to the Tenant's intended use of the Premises pursuant to this Lease. During the term of this Lease, Tenant, at its sole expense, shall comply with all present and future laws, codes, and ordinances applicable to its use and occupancy of the Premises, and shall make any repairs, modifications or additions to the Premises that may be required by any of those laws or regulations. Notwithstanding the foregoing sentence, Tenant shall not be obligated to make, and Landlord shall be responsible for, any structural repairs, modifications, or additions to the Premises that (a) are not necessitated by negligent or wrongful actions of Tenant or others for whom Tenant is responsible and that (b) Landlord would be required to make as the owner of the Property regardless of the specific nature of Tenant's use. Landlord is responsible for any structural alterations of the Property required for compliance with the Americans with Disabilities Act and Tenant is responsible for the compliance with the Americans with Disabilities Act in regard to the interior of the Premises and all elements of Tenant's use of the Premises.

24. Environmental Matters

Landlord represents to Tenant that to the best of Landlord's actual knowledge, as of the date of this Lease, no toxic, explosive or other dangerous materials or hazardous substances have been concealed within, buried beneath, or removed from and stored off-site of the Premises or the Property.

25. Headings

The headings in this Lease are for convenience only and shall not be considered in the construction of any provisions of this Lease.

26. Entire Agreement

This Lease shall constitute the entire agreement for the Premises between the parties hereto and all prior agreements and leases between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified, or discharged orally, but only by an agreement in writing signed by the party against whom enforcement of the change, modification or discharge is sought.

27. Waiver

No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Lease shall be construed to be a waiver on the part of Landlord of any right or remedy in law or otherwise.

28. Severability

If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

29. Notices

All notices to be given to either party shall be deemed given if made in writing and delivered by personal delivery, deposited in the United States certified mail, postage prepaid, return receipt requested, or if sent by a nationally recognized overnight courier service, and addressed to the parties at the following addresses:

- ✦ Landlord's Address: 1330 Main St Dresden Ohio 43821 Shelley Adkins
- ✦ Tenant's Address: LifeWise Academy LLC, 5375 Grace St., Hilliard, Ohio 43026, Attn: Steve Clifton

30. Governing Law

This Lease and all the terms and provisions herein shall be governed and construed under and in accordance with the laws of the State of [location of Property].

In witness whereof, the parties have hereunto set their hands the day and date first above written.

LANDLORD
Village Of
Dresden Ohio

By: _____
Print Name: Shelley Adkins
Title: fiscal officer

TENANT
LIFEWISE ACADEMY LLC

Print Name: Steve Clifton
Title: Manager

The foregoing instrument was acknowledged before me this 20 day of Aug, 2024, by Shelley Adkins the Village of Dresden of [name of entity which owns the leased property].

Notary Public Kala Moore
My Commission Expires: [DATE] May 28 2028

STATE OF OHIO

COUNTY OF MUSKINGUM

L.S.



KALA MOORE
Notary Public, State of Ohio
My Commission Expires
May 28, 2028

ORDINANCE NO.

2024.12.5

AN ORDINANCE Authorizing the Mayor to enter
into a Lease Agreement with Lifewise Academy LLC for
the Mutual Use of a Portion of the Bonnie Longmeyer Sr. Ctr.
Herndon Swim Ctr.

BE IT ORDAINED by the Council of the Village of Dresden, Ohio, that:

WHEREAS, Lifewise Academy has submitted a proposed
Lease Agreement so as to use a portion of the Bonnie Longmeyer Sr. Ctr.
for its business activities in conjunction with the Village; and
WHEREAS, such lease agreement provides "in kind"
provision for improvements to the facility in lieu of rent; and
Council is desirous of accepting the same as proposed
for the 2024-2025 School year.

NOW THEREFORE BE IT ORDAINED THAT:

SECTION ONE: Council hereby authorizes the Mayor
and Village Fiscal Officer to enter into a lease agreement
in the form and manner of the attached lease.

BE IT FURTHER ORDAINED THAT:

SECTION TWO: Such lease shall be for the
2024-2025 School year.

SECTION THREE: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meeting open to the public in compliance with law.

SECTION FOUR: This Ordinance is hereby declared an emergency measure for the reason that the same is necessary for the protection of the public health, welfare and safety of the residents of said Village, the Council of the Village of Dresden, having voted by a two-thirds vote of all members elected to legislative authority of the Council to dispense with a full and distinct reading of this Resolution on three different days; and having been so passed, this Ordinance shall become effective immediately upon the signature of the Mayor and shall take effect at the earliest time allowable by law.

ORDINANCE NO. _____

AN ORDINANCE _____

PASSED IN COUNCIL this 19th day of August, 2022.

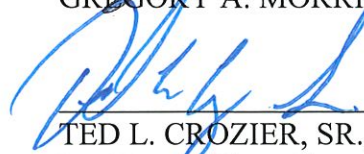
ATTEST:



SHELLIE ADKINS,
Village Fiscal Officer

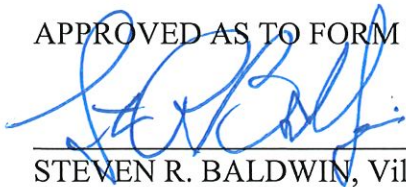


GREGORY A. MORRISON, Mayor



TED L. CROZIER, SR., President
Pro-Tem of Council

APPROVED AS TO FORM ONLY:



STEVEN R. BALDWIN, Village Solicitor

August 19, 2024

LifeWise Tri-Valley
P O Box 522
Frazeysburg, OH 43822

Re: Agreement for use and approval of the project listed below, of The Wolford room @ Dresden
Swim Center

Village of Dresden Council,

We, LifeWise Tri-Valley would like the approval for the project of replacing /adding doors and RIM
exit devices to the two main entrance doors and labor. Starting as soon as the date of this
agreement for the use of the Wolford room for at least the 2024-25 school year. Starting
8/20/2024

Thank you for your past support and expediting this project's approval and agreement.

Steve Murray

Board President

A handwritten signature in black ink, appearing to read "Steve Murray", with a stylized, cursive script.



Here is your CDF Quote: QB-09355961

Quoted: 2024-08-13

Chris Riggs

+1-740-319-0495

bigrig.chris@gmail.com

Ship to: 43701 OH

Ships in 12 Business Days or Less!



Job Name: Swim center

Total Price: \$3,293.59

Door Package 3'0"

Package Total: \$1,036.87 x1 \$1,036.87

Single Hollow Metal Door	\$389.00	x1	\$389.00
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3'0" Width, 7'0" Height, 35-3/4" x 83-1/4" Actual Size, Polystyrene Core, Galvannealed, #4 Right Hand Reverse, 18 Gauge, Steelcraft Hinge, 161 Lock Prep

Single Hollow Metal Door Frame	\$170.00	x1	\$170.00
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3'0" Width, 7'0" Height, 3 Piece Knockdown, 5-3/4" Depth, 4-7/8" Throat, 16 gauge, Galvanneal, Left Hand - Masonry Frame Assembly

Punch & Dimple Frame	\$47.25	x1	\$47.25
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5-3/4" PUNCH & DIMPLE ASSEMBLY FOR MASONRY BLOCK (Includes 8 - Butterfly Anchors and 8 - 3/8" x 5" Flat Sleeve Anchor Bolts) - Frame Prep

Prep Frame For Closer	\$14.70	x1	\$14.70
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Reinforce Frame for Closer

Hinges	\$9.50	x3	\$28.50
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Non-Removable Pin, 4-1/2" X 4-1/2", Ball Bearing, 26D, (075049) - Hardware

Rim Exit Device	\$131.25	x1	\$131.25
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Rim Exit Device, Grade 1, Aluminum - Hardware

Exit Trim	\$72.45	x1	\$72.45
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EXIT DEVICE LEVER HANDLE WITH KEY - ENTRY - US26D - Hardware

Filler Plate	\$5.25	x1	\$5.25
336Q 1-1/4" X 4-7/8" USP - FRAME STRIKE FILLER PLATE			
Filler Plate	\$3.15	x1	\$3.15
336A 1-1/8" X 2-1/4" USP - DOOR EDGE FILLER PLATE			
Closer	\$86.00	x1	\$86.00
Door Closer, Grade 1, (1-4), Aluminum - Hardware			
Weatherization Kit	\$89.32	x1	\$89.32
36"x84" Weatherization Kit: (36"x84" Weatherstrip, 36" ADA Threshold, 36" Door Sweep)			



Door Package 4'0"

Package Total: \$1,413.53 x1 \$1,413.53

Single Hollow Metal Door	\$609.00	x1	\$609.00
4'0" Width, 7'0" Height, 47-3/4" x 83-1/4" Actual Size, Polystyrene Core, Galvannealed, #4 Right Hand Reverse, 18 Gauge, Steelcraft Hinge, 161 Lock Prep			
Single Hollow Metal Door Frame	\$181.00	x1	\$181.00
4'0" Width, 7'0" Height, 3 Piece Knockdown, 5-3/4" Depth, 4-7/8" Throat, 16 gauge, Galvanneal, Left Hand - Masonry Frame Assembly			
Punch & Dimple Frame	\$47.25	x1	\$47.25
5-3/4" PUNCH & DIMPLE ASSEMBLY FOR MASONRY BLOCK (Includes 8 - Butterfly Anchors and 8 - 3/8" x 5" Flat Sleeve Anchor Bolts) - Frame Prep			
Prep Frame For Closer	\$14.70	x1	\$14.70
Reinforce Frame for Closer			
Hinges	\$18.50	x3	\$55.50
Non-Removable Pin, Heavy Weight, 4-1/2" X 4-1/2", Ball Bearing, 26D, ECBB1102 - Hardware			

Rim Exit Device	\$171.15	x1	\$171.15
48" Rim Exit Device, Grade 1, Aluminum - Hardware			
Exit Trim	\$72.45	x1	\$72.45
EXIT DEVICE LEVER HANDLE WITH KEY - ENTRY - US26D - Hardware			
Filler Plate	\$5.25	x1	\$5.25
336Q 1-1/4" X 4-7/8" USP - FRAME STRIKE FILLER PLATE			
Filler Plate	\$3.15	x1	\$3.15
336A 1-1/8" X 2-1/4" USP - DOOR EDGE FILLER PLATE			
Heavy Duty Closer	\$145.00	x1	\$145.00
Heavy Duty Door Closer, Grade 1, (1-6), Aluminum - Hardware			
Weatherization Kit	\$109.08	x1	\$109.08
48"x84" Weatherization Kit: (48"x84" Weatherstrip, 48" ADA Threshold, 48" Door Sweep)			
Crate Charge			\$129.00
Estimated Processing Charge			\$92.82

Factory / Warehouse Estimated Freight Shipping to 43701 \$405.00



Common Carrier Estimated Freight Shipping \$340.00
Lift Gate Delivery Fee \$65.00

You Saved \$612.60 With Standard Delivery

Terms & Conditions

To place order, please submit payment through our secure online payment form:

[LINKED HERE](#)

Special Order products cannot be returned.

Full Terms & Conditions can be found on our site at www.cdfdistributors.com

Quote Products	\$2,579.40
Estimated OH Tax	\$177.66
Estimated Total Shipping	\$443.71
Processing Charge	\$92.82

Total \$3,293.59

Remit to Address:
254 W Eastland Ave, Gallatin, TN 37066

We'll Beat Their Price!

On Equal Grade Material