

**LEASE AGREEMENT AND
OPTION FOR PURCHASE OF REAL ESTATE**

This Lease Agreement (hereinafter referred to as the "Agreement") is made and entered into this 27th day of April, 2021, by and between the Wapakoneta City School District Board of Education ("Lessee"), 1102 Gardenia Drive, Wapakoneta, Ohio 45895, and Robert J. Metzger, Frank A. Lehmkuhle, Daniel J. Metzger, and Kathy A. Miller ("Lessor"), 17148 Hauss Road, Wapakoneta, Ohio 45895.

WHEREAS, Lessor is the fee owner of approximately 9.123 acres of real property located on Wapakoneta Cridersville Road, Wapakoneta, Ohio 45895; and

WHEREAS, Lessor is desirous of leasing and providing the option to purchase approximately 9.123 acres of said property to Lessee upon the terms and conditions as contained herein; and

WHEREAS, Lessee is desirous of leasing and obtaining the option to purchase approximately 9.123 acres of said property from Lessor upon the terms and conditions as contained herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Description of the Property. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, 9.123 acres of land located on Wapakoneta Cridersville Road, Wapakoneta, Ohio 45895. The Permanent Parcel Number(s) of the Property is/are B0502000505.
2. Term. Lessor shall lease to Lessee, and Lessee shall lease from Lessor, the Premises for a term of 12 months, commencing on May 1, 2020, and ending on April 30, 2021.
3. Rent. The total rent for the term hereof is Three Hundred and 00/100 Dollars (\$300.00) per acre, totaling Six Thousand and 00/100 Dollars (\$2,736.90), payable upon execution of this Agreement.
4. Use of the Property. During the term of the lease, the Property shall be used and occupied exclusively by Lessee and its agents, students, guests, and invitees for farming and other educational purposes.
5. Grant of Option. Lessor, in consideration of Two Thousand Seven Hundred Thirty-Six and 90/100 Dollars (\$2,736.90) paid by Lessee to Lessor, receipt of which is acknowledged by Lessor, grants to Lessee the exclusive right and option to purchase, on the following terms and conditions, the Property.
6. Option Period. The term of this option will run concurrent with the term of this Lease.

7. Exercise of Option. Lessee may exercise this Option only by delivering a written notice, signed by Lessee's authorized representative, to Lessor at the address set forth above before the time set for expiration. Any notice, if sent by registered or certified mail, will be considered delivered when deposited in the United States mail.
8. Failure to Exercise Option. If Lessee does not exercise this option before its expiration, and if Lessee does not enter into a subsequent Lease Agreement for all or a portion of the Property, this Option and the rights of Lessee will automatically and immediately terminate without notice. In the event Lessee fails to exercise this Option, Lessor will retain the sum paid as consideration of this Option.
9. Condition of Property. Lessee stipulates, represents and warrants that Lessee has examined the Property, and that it is at the time of this Agreement in good order, repair, and in a safe condition.
10. Assignment and Sub-letting. Lessee shall not assign this Agreement, or sub-let or grant any license to use the Property or any part thereof, without the prior written consent of Lessor.
11. Alterations and Improvements. Lessee shall make no alterations to the Property without the prior written consent of Lessor.
12. Maintenance and Repair. Lessor shall keep and maintain the Property in good condition and repair at all times during the term of this Agreement. Lessee shall be liable for any damage to the Property caused by Lessee or its agents, students, guests, or invitees.
13. Surrender of Premises. Upon the expiration of the term hereof, Lessee shall surrender the Property in as good a state and condition as it was at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
14. Hold Harmless. Lessor shall not be liable for any damage or injury to Lessee or Lessee's agents, students, guests, or invitees, or to any property, goods or equipment of such individuals, resulting from their use of the Property, and Lessee hereby agrees to hold Lessor harmless from any such claims or assertions.
15. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Ohio.
16. Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

17. Binding Effect. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
18. Entirety. This Agreement contains the entire agreement between the parties, and there are no oral promises or other representations inducing its execution or qualifying its terms. Any prior lease agreement between the parties, oral or written, is hereby superseded and terminated.
19. Modification. This Agreement may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by both parties.
20. Section Headings. The section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first above written.

LESSOR:

**ROBERT J. METZGER, FRANK A.
LEHMKUHLE, DANIEL J. METZGER,
AND KATHY A. MILLER**

Robert J. Metzger

Frank A. Lehmkuhle

Daniel J. Metzger

Kathy A. Miller

LESSEE:

**WAPAKONETA CITY SCHOOL
DISTRICT BOARD OF EDUCATION**

President

Superintendent

Treasurer

