

AGREEMENT FOR SALE OF REAL ESTATE

This Agreement for Sale of Real Estate (hereinafter referred to as "Agreement") is entered on this 20 day of May, 2024, by and between the City of Celina, Ohio (hereinafter referred to as "Seller"), a municipal corporation operating under the laws of the State of Ohio, with its administrative offices at 225 North Main Street, Celina, Ohio 45822, and the Celina City School District Board of Education (hereinafter referred to as "Buyer"), a political subdivision existing under the laws of the State of Ohio, with its administrative offices at 585 East Livingston Street, Celina, Ohio 45822.

1. Description of Premises. The real estate to be purchased by Buyer from Seller (hereinafter referred to as "Premises") is identified as Permanent Parcel Numbers 27-159400.0000; 27-159500.0000; 27-159700.0000; 27-161600.0000; 27-161700.0000; 27-162000.0000; 27-162200.0000. The legal description of the Premises is attached hereto as Exhibit A.

2. Purchase Price and Payment. The purchase price for the Premises shall be Five Hundred Thousand Dollars (\$500,000.00). Payment of the purchase price shall be made in three (3) non-refundable installments. The first installment shall be in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00), which Buyer shall tender to Seller on or before June 30, 2024. The second installment shall be in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00), which Buyer shall tender to Seller on or before June 30, 2025. The third installment shall be in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00), which Buyer shall tender to Seller on or before June 30, 2026.

3. Closing. Closing shall occur not later than thirty (30) days after Buyer's tender of the third installment payment of the purchase price, as specified in Section 2, above. Closing may be extended, or made earlier, by mutual agreement, in writing.

4. Title. At the closing, Seller will convey to Buyer a good and fully marketable and insurable title to the Premises by a general warranty deed, warranting the premises to be free and clear of all liens and encumbrances except the following:

- a. Taxes and assessments, both general and special, not yet due and payable.
- b. Zoning ordinances, subdivision and planning laws and regulations, building code restrictions, and all laws, rules, and regulations relating to land and structures and their use, including but not limited to governmental regulations relating to buildings, building construction, building line, and use and occupancy restrictions.
- c. Easements, mineral leases, conditions, agreements, and restrictions of record, if any.
- d. Such state of facts as an accurate survey might show.
- e. All legal roads and highways.

Buyer may elect to complete a survey of the Premises at Buyer's expense. If the results of the survey reflect that the actual dimensions or location of the Premises are materially different from the legal description (Exhibit A), then Buyer may terminate this Agreement upon notice to Seller, and all installment payments of the purchase price made by Buyer to Seller pursuant to Section 2, above, shall be returned to Buyer, in full.

5. Quality of Title. Upon execution of this Agreement, Buyer may order a preliminary commitment for title insurance at Buyer's expense and provide Seller with a copy. If ordered, Buyer shall have thirty (30) days after receipt of the commitment in which to object to any defect rendering title unmarketable which is shown on the preliminary commitment report, and any

objection to title is waived unless asserted on a timely basis. Buyer may terminate this Agreement by giving notice if Seller is unable or unwilling to cure any defect of title within a reasonable time which is presented by Buyer on a timely basis. Seller covenants that from the date this Agreement is executed to the date of closing or cancellation of this Agreement, Seller shall cause no encumbrances to be placed on the Premises which affect the marketability of title or the nature and quality of the legal title to be conveyed to Buyer at closing.

6. Testing. The following are contingencies which must be satisfied or waived by Buyer within one hundred twenty (120) days after this Agreement is executed as a condition precedent to closing:

a. Buyer may conduct a regulatory review to verify that neither zoning nor other legal or regulatory restrictions would interfere with Buyer's intended use of the Premises. If the results of the assessment or regulatory review are unacceptable to Buyer in its sole discretion, then Buyer may terminate this Agreement by giving notice to Seller.

b. Buyer may conduct other tests and inspections of the Premises, including but not limited to environmental assessments, soil tests, and any other tests, to determine suitability of the Premises for school purposes. If the results of any assessments, inspections, and tests are unacceptable to Buyer in its sole discretion, then Buyer may terminate this Agreement by giving notice to Seller.

c. With respect to any survey, and all inspections, assessments and tests performed pursuant to this Agreement, Seller agrees to provide Buyer and its agents and contractors with reasonable access to the Premises. Any portion of the Premises which is disturbed in connection with any assessments and tests will be restored to its original condition upon completion of such

assessments and tests. Any survey and all such assessments and tests shall be conducted at Buyer's expense and shall remain the property of Buyer.

d. If applicable, Seller will make available to Buyer all records pertaining to any gas and/or oil wells located under the Premises, including leases, contracts, and records of well production and gas/oil sales.

7. Brokers. Seller and Buyer represent that no real estate brokers or agents have provided services in connection with this transaction and that no real estate commissions will be due at closing.

8. Closing Adjustments and Allocations. All general and special real estate taxes and assessments shall be prorated as of the date of closing based upon the last available county treasurer's tax bill. The tax proration shall be adjusted if actual taxes billed as of the date of closing differ from the taxes shown on the last available county treasurer's tax bill. All utilities shall be prorated as of the date of closing. Buyer shall pay at closing the cost of recording the deed. Prior to closing, Buyer will submit a general warranty deed for review and approval by Seller. Upon closing, the Buyer shall cause the general warranty deed to be filed. Buyer shall be entitled to immediate possession of the Premises upon closing. Until such time, all risk of loss associated with the Premises rests with Seller.

9. Seller's Representations and Warranties. Seller makes the following representations and warranties as to the Premises:

a. No condemnation procedure or other taking by eminent domain of the Premises or any part thereof has occurred or is pending or, to the knowledge of Seller, is threatened.

- b. There are no building code or zoning code violations affecting the Premises, and no change of zoning affecting the Premises has occurred or is pending or, to Seller's knowledge, is threatened.
- c. Seller has not received notice of any contemplated future assessments affecting the Premises.
- d. The roadways adjacent to the Premises are to the best of Seller's knowledge duly dedicated public highways, lawfully available to users of the Premises.
- e. Seller has not received any notice from any federal, state, local, or other governmental authority or official having jurisdiction over or affecting the Premises of any violation of or non-compliance with laws, ordinances, regulations, orders, zoning laws, building codes or laws, or fire laws.
- f. Seller is not the subject of any legal proceedings in foreclosure pertaining to the Premises, reorganization, assignment for the benefit of creditors, receivership, bankruptcy or insolvency and, to Seller's knowledge, no such proceeding is threatened.
- g. There are no claims or legal actions or other legal or administrative proceedings in progress or pending or to the knowledge of Seller threatened against or relating to Seller which are related to the Premises which will in any way affect the consummation of this transaction, and Seller is not aware of any facts which might result in any such claim, action, or other proceeding.
- h. As of closing, there will be no mechanic's liens or the possibility thereof in connection with any work, labor, or materials furnished to the Premises.
- i. Seller has the resources (or through appropriate arrangements can obtain the resources) to satisfy, release, and discharge on or prior to closing all of the mortgages or security interest

which are a lien on the Premises; none of said mortgages or security interest contain any terms or provisions which could prevent the satisfaction, release, and discharge thereof.

j. No claim has been made with respect to the Premises resulting from any asbestos, urea formaldehyde, or similar materials used in the construction thereof.

k. The Premises is to the best of Seller's knowledge in complete compliance with all, and not violative of any laws, ordinances, codes, rules, and/or regulations including, without limitation, building, zoning, environmental, and OSHA, of any federal, state, local, or other governmental body or agency.

l. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

m. Seller is the fee owner of the Premises.

n. There has been no actionable release of any hazardous materials on or in the Premises, to the best of Seller's knowledge. As used in this provision, the term "hazardous materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 C.F.R. 972.101) or by the Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302) and amendments thereto or such substances, materials and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (v) defined as a

“hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), or (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601). Seller shall protect, indemnify, defend, and hold harmless Buyer and its members, administrators, employees, and agents from any and all claims, losses, fines, penalties, and damages for injury to person or property directly or indirectly caused by or resulting from the release of any hazardous materials on or in the Premises, regardless of whether said release is discovered before or after closing. As such, Seller shall be solely responsible for performing and paying for any remediation action which may be required as a result of the release of any hazardous materials on or in the Premises, regardless of whether said release is discovered before or after closing.

o. No representation or warranty in this Agreement or in any certificate to be furnished hereunder contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading.

p. Each of the representative warranties set forth in this Section 9 shall survive closing and, except to the extent waived or modified at or before closing, shall be deemed confirmed on the date of closing.

10. Buyer's Representations and Warranties. Buyer represents and warrants that it is a lawfully organized board of education pursuant to Title 33 of the Ohio Revised Code, that it has legal authority to enter into and perform the terms of this Agreement, and that all formal actions of Buyer in connection with entry into this Agreement and the performance of its terms have been and will be in compliance with all applicable laws.

11. Default. If Buyer or Seller fail to perform any of the covenants of this Agreement, either party may declare that this Agreement is terminated and may resort to such other remedies as are provided by law.

12. Destruction of Premises. If the Premises shall be substantially damaged or destroyed through no fault of Buyer, prior to closing, Buyer may terminate this Agreement by notice to Seller. In the event of a partial loss of the Premises through no fault of the Buyer prior to closing, Seller shall have a reasonable time to repair the damage, and if Seller fails or refuses to do so, Buyer may take the Premises as is or terminate this Agreement, and the parties shall be released from any and all obligations and liability under this Agreement.

13. Buyer's Use of Premises for Parking Prior to Closing. Upon execution of this Agreement, and until the time of closing, unless otherwise terminated as set forth herein, Seller shall permit Buyer to park school buses and other vehicles in the parking lot(s) currently found on the Premises. Until the time of closing, Buyer shall have no right to utilize the other improvements on the Premises, including the mechanical facilities and utilities, except as otherwise mutually agreed by the Parties at a later date in writing. Any additional improvements to the existing parking lot(s) desired by the Buyer shall be at the Buyer's sole cost and expense and must be consented to by the Seller, including expansion of the parking area, addition of lighting or security, or installation of utilities. The Parties understand their responsibility to act in good faith.

14. Notices. Any notices required or permitted hereunder shall be in writing and shall not be deemed sufficient unless given by mailing the same by registered or certified United States mail, addressed to the Buyer and/or Seller at their respective residence or business addresses set forth in the first paragraph of this Agreement.

15. Further Assurances. At any time prior to or after closing, Seller and Buyer will execute and deliver all such instruments and documents of further assurance or otherwise, and will do any and all such acts or things as may be reasonably required to carry out the obligations of the requested party hereunder and/or in order to consummate the transactions provided for herein or contemplated hereby.

16. Binding Effect and Assignability. This Agreement shall be binding upon and inure to the benefit of the respective heirs, representatives, executors, administrators, and successors and assigns of the parties hereto.

17. Nonmerger. This Agreement shall survive all documents of closing and all covenants contained herein shall be enforceable after closing.

18. Time. Time is of the essence of this Agreement.

19. Entire Agreement. This Agreement represents the entire agreement between the parties and all oral statements or representations of any kind are merged into this document. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

SELLER:

City of Celina, Ohio

By: _____

BUYER:

**Celina City School District
Board of Education**

By: 
Board President

By: 
Treasurer

By: 
Superintendent

EXHIBIT A

Parcel No. 27-159400.0000

Situated in the City of Celina, County of Mercer, and State of Ohio:

The West half (1/2) of the South half (1/2) of Lot No. Fifty-nine (59) in Hawkin's Second Allotment to the City of Celina, Ohio, as shown on the recorded plat thereof.

Prior Instrument Reference: Volume 287, Page 67, Mercer County Deed Records.

Parcel No. 27-159500.0000

Situated in the City of Celina, County of Mercer, and State of Ohio:

Being One Hundred and Twenty-one (121) feet of uniform width off the west end of Lot Number Sixty (60) in Hawkin's Second Allotment west of Celina, Ohio, as shown on the recorded plat of said allotment in the Recorder's Office of Mercer County, Ohio; also, being a portion of Lot Number Sixty (60) in Hawkin's Second Allotment, west of Celina, as the same is shown and recorded on the recorded plat thereof in Plat Book 2, Page 7 in the Recorder's Office, Mercer County, Ohio, and more fully described as follows:

Beginning at the Northeast corner of said Lot 60; thence in a westerly direction along the North boundary line of said Lot 60, 160.6 feet; thence South parallel with the West boundary line of said Lot 60, 100 feet to the South boundary line of said Lot 60; thence East along said South boundary line 19.8 feet; thence North parallel with the West boundary line of said Lot 60, 52 feet; thence East parallel to the South boundary line of said Lot 60, 140.8 feet to the East boundary line of said Lot 60; thence North along said boundary line 48 feet to the place of beginning.

Prior Instrument Reference: Volume 287, Page 67, Mercer County Deed Records.

Parcel No. 27-159700.0000

Situated in the City of Celina, County of Mercer, and State of Ohio:

Being Lot Number Sixty-one (61) in Hawkin's Second Allotment to the City of Celina, Ohio, as shown on the recorded plat thereof.

Prior Instrument Reference: Volume 287, Page 67, Mercer County Deed Records.

Parcel No. 27-161600.0000

Situated in the City of Celina, County of Mercer, and State of Ohio:

Being all of Lot Number Seventy-Six (76) in Hawkin's Second Allotment to the City of Celina, Ohio, as shown on the recorded plat thereof.

Prior Instrument Reference: Volume 262, Page 539, Mercer County Deed Records.

Parcel No. 27-161700.0000

Situated in the City of Celina, County of Mercer, and State of Ohio:

Being all of Lot Number Seventy-Six (77) in Hawkin's Second Allotment to the City of Celina, Ohio, as shown on the recorded plat thereof.

Prior Instrument Reference: Volume 262, Page 539, Mercer County Deed Records.

Parcel No. 27-162000.0000

Situated in the City of Celina, County of Mercer, and State of Ohio:

Being the East half (1/2) of Lot Number Seventy-eight (78) in Hawkin's Second Allotment to the City of Celina, Ohio, as shown on the recorded plat thereof. ALSO: Being twenty (20) feet of uniform width off the South side of the west half (1/2) of said Lot Seventy-eight (78) in Hawkin's Second Allotment to the City of Celina, Ohio, as shown on the recorded plat thereof.

Prior Instrument Reference: Volume 262, Page 539, Mercer County Deed Records.

Parcel No. 27-162200.0000

Situated in the City of Celina, County of Mercer, and State of Ohio:

Being the South one-half (1/2) of Lot Number Seventy-nine (79) in the N. B. Hawkins Second Addition (Allotment) to the City of Celina, Ohio as the same is shown on the recorded plat thereof, Recorder's Office, Mercer County, Ohio.

Prior Instrument Reference: Instrument #202200000986, Recorded 2/28/2022, J. Entry, Case No. 21-CV-028