

REAL ESTATE PURCHASE CONTRACT

The undersigned buyer, **Sugar Creek Township**, Allen County, Ohio, by and through the Board of Trustees, an Ohio township (the "Buyer") hereby agrees to purchase from the **Elida Local School District Board of Education**, a political subdivision of the State of Ohio ("Seller"), and Seller hereby agrees to sell to Buyer, pursuant to O.R.C. 3313.41(C), certain real property located in the City of Gomer, Allen County, Ohio, as further described hereinafter, upon the terms and conditions set forth herein. This Real Estate Purchase Contract may be referred to herein as the "Contract".

1. REAL ESTATE: The real property located at 4024 W. Lincoln Hwy, Lima Ohio, otherwise identified as Allen County Parcel Numbers. 26-2806-01-014.000 (Exhibit A-1) and 26-2806-01-015.000 (Exhibit A-2), respectively, having obtained said parcels by way of the following: Deed Vol. 142, Pg. 171; Deed Vol 342, Pg. 296; Deed Vol. 349, Pg. 30; Deed Vol. 355, Pg. 389; Deed Vol. 701, Pg. 662; together with all improvements and fixtures presently located thereon, if any, including the land more particularly depicted on the drawings attached hereto as Exhibit "A" (collectively, the "Property").

2. PURCHASE PRICE: The purchase price for the Properties (the "Purchase Price") shall be Ten Dollars and 00/100 (\$10.00) each and other good and valuable consideration the sufficiency of which is hereby acknowledged between the Buyer and Seller.

3. CLOSING COSTS: Buyer also shall pay for any and all closing costs (except for Seller's attorney fees), which closing costs include but shall not be limited to, transfer taxes and conveyance fees, if any, required for the transfer of the Properties by Seller to Buyer and Buyer shall pay the cost of recording the deeds.

4. CONTINGENCIES: Seller's obligations under this Contract are expressly contingent upon Seller obtaining the appropriate approvals and authorizations from its Board for this Contract and the transaction described herein at Seller's next regularly scheduled Board meeting after the Effective Date of this Contract, if necessary. Buyer's obligations under this Contract are expressly contingent upon Buyer obtaining the appropriate approvals and authorizations from its Board of Trustees for this Contract and the transaction described herein before the Effective Date of this Contract. A copy of Sugar Creek Township Resolution # _____, passed _____, 2021, authorizing the execution of this Contract is attached hereto as Exhibit "B."

5. EVIDENCE OF TITLE/ CONDITION OF PROPERTY; AS IS: Seller will provide a current title insurance commitment for the Properties and obtain an owner's policy of title insurance for the Properties for the benefit of the Buyer. Buyer agrees and understands that Buyer's purchase of the Properties is on an "AS IS, WHERE IS" basis, and Seller is making no warranties or representations whatsoever regarding the Properties, including, without limitation, the zoning applicable thereto, the propriety of any proposed uses thereof, or the continuation of uses thereof, former or present, or the state of title or physical condition of the Property.

6. DEED: Upon Closing, Seller shall convey to Buyer title in fee simple to the Property by an Ohio statutory form quit-claim deed.

7. CLOSING AND POSSESSION: The consummation of the purchase and sale of the Property (the "Closing") will be administered by the Allen County Prosecutor's Office and will occur by mail or in person at the Allen County Prosecutor's Office. Closing shall occur on a date mutually agreeable to Buyer and Seller but no later than September 16, 2021, unless the parties agree to a later date. Buyer will obtain possession of the Property at Closing.

8. TAXES AND ASSESSMENTS: Seller is exempt from paying real estate taxes. To the extent that Buyer would not otherwise be exempt from real estate taxes, Buyer shall be liable for any real estate taxes and assessments, if any, from the date of Closing forward. Seller shall cooperate to the extent reasonably necessary for Buyer to maintain the real estate tax exemption for the Properties.

9. NOTICES: Whenever in this Contract it shall be required or permitted that notice be given or served by either party hereto on the other, such notice shall be in writing and shall be deemed served when either delivered in person by the serving party or by courier to the following designated agents for that purpose, or by overnight delivery by a national carrier, or deposited in the United States Mail, by certified or registered mail, postage prepaid, addressed to the party to be notified, with return receipt requested. Any notice to be served on Seller shall be addressed as follows:

Elida Local School District Board of Education
Attention: Superintendent
4380 Sunnydale Ave.
Elida, Ohio 45807

or such other address in Ohio as Seller may hereafter designate by written notice to Buyer. Any notice to be served on Buyer shall be addressed as follows:

Sugar Creek Township Trustees
Attn: Board President
4130 W. Lincoln Highway
Gomer, OH 45809

With a copy to:
Allen County Prosecutor
Attn: Civil Division
204 N. Main St., Suite 302
Lima, OH 45801

or such other address in Ohio as Buyer may hereafter designate by written notice to Seller.

10. SUCCESSORS AND ASSIGNS: The terms of this Contract are not assignable.

11. CONSTRUCTION OF CONTRACT: This Contract shall be construed and enforced in accordance with the laws of the State of Ohio, being the State where the Property is located and where this Contract has been drawn, executed and is to be performed. Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate. Time is of the essence in all provisions of this Contract. Captions contained herein are inserted only for the purpose of convenient reference, and in no way define, limit or describe the scope of this Contract or any part hereof.

12. ENTIRE AGREEMENT: This Contract embodies the entire agreement between Seller and Buyer and shall not be modified, changed or altered in any respect, except in writing, executed in the same manner as this Contract by Buyer and Seller.

13. DUPLICATE ORIGINALS/ELECTRONIC DELIVERY: This Contract may be executed in duplicate counterparts, each of which shall be deemed a duplicate original and all of them shall constitute one and the same Contract; provided, that, it shall only be necessary to produce one duplicate of such Contract for proof. Signatures on this Contract transmitted by facsimile or by scan/e-mail shall have the same effect as original signatures.

14. EFFECTIVE DATE: The "Effective Date" shall be the later of the two dates of when Buyer and Seller execute this Contract.

(Signature Page to Follow)

IN WITNESS WHEREOF, Seller has caused this Contract to be executed effective the _____ day of _____, 2021.

SELLER:

**ELIDA LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

By: _____
Brenda Stocker, Board President

By: _____
Joel Parker, Treasurer

The undersigned Buyer hereby agrees to the foregoing Contract and accepts the foregoing Contract offer. Signed this ____ day of _____, 2021.

BUYER:

SUGAR CREEK TOWNSHIP

By: _____
Rodney Watkins, Trustee

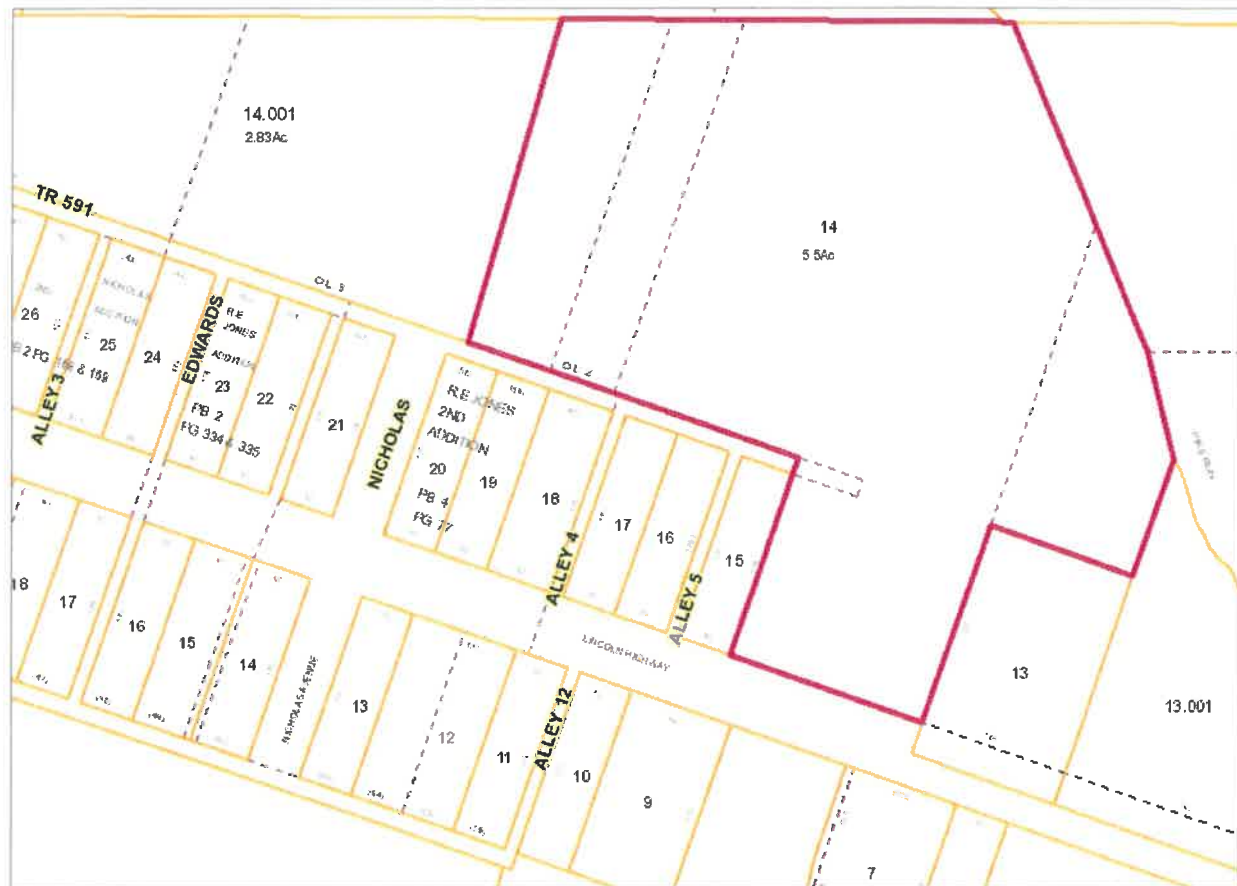
By: _____
William W. Williams, Trustee

By: _____
Brian Overholt, Trustee

EXHIBIT "A"

A-1

Property Information		
Property Number	26-2806-01-014.000	Property Address:
Owner Name	ELIDA LOCAL SD BD OF EDUCATION	4024 W LINCOLN HWY
Owner Address	4024 W LINCOLN HWY	LIMA OH 45807
	LIMA OH 45807	
Tax Set	C11 ELIDA L. S. D.	
School District	205 ELIDA LSD	
Neighborhood	03400 Sugar Creek Twp	Tax Payer Address:
Use Code	650 Exempt prop own by board of ed	ELIDA BOARD OF EDUCATION
Acres	5.50000	4380 SUNNYDALE ST
Description		LIMA OH 45807
D D NICHOLAS SECOND ADD OL 2 & PT OL 3 & PT NW1/4 RTS 06-02-28		USA



A-2

Property Information		
Property Number	26-2806-01-015.000	Property Address:
Owner Name	ELIDA LOCAL S D BD OF EDUCATION	W LINCOLN HWY
Owner Address	W LINCOLN HWY	GOMER OH 45809
Tax Set	GOMER OH 45809	
School District	C11 ELIDA L. S. D.	Tax Payer Address:
Neighborhood	205 ELIDA LSD	ELIDA BOARD OF EDUCATION
Use Code	03400 Sugar Creek Twp	
Acres	650 Exempt prop own by board of ed .20100	4380 SUNNYDALE ST
	Description	LIMA OH 45807
	PT NW1/4 RTS 06-02-28	USA

