

M____. _____ introduced the following resolution and moved its passage:

**RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE
(Pursuant to O.R.C. §3313.17 and §3313.41)**

WHEREAS, the Board of Education of the Elida Local School District (the "Board"), Allen County, Ohio, is the owner of certain real property known as Lot 1474 located at Sunnydale Street, Lima, Allen County, Ohio, being approximately 0.178 acres and designated as Allen County tax parcel number 36-0804-02-011.004 inclusive of any improvements located thereon (referred to herein as the "Real Estate");

WHEREAS, the Board desires to sell the Real Estate to Chad and Susan Bryan pursuant to the terms set forth in the Real Estate Purchase Contract (the "Contract"), attached hereto as **Schedule 1**;

NOW, THEREFORE, BE IT RESOLVED by the Board that:

Section 1. The Board finds that the Real Estate is no longer needed for school purposes.

Section 2. The Contract is hereby approved and the Board President and Treasurer are authorized to execute the Contract.

Section 3. The Superintendent, Treasurer, and/or Board President are hereby authorized and directed to do all things necessary and consistent with this resolution to accomplish the sale of the Property.

Section 4. The Superintendent, Treasurer, and/or Board President are authorized to pay reasonable costs incurred in connection therewith.

Section 5. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board.

M____. _____ seconded the motion that the above resolution be adopted.

Upon roll call on the adoption of the resolution, the vote was as follows:

Voting Yea: _____ Voting Nay: _____

Passed: _____, 2020

BOARD OF EDUCATION OF THE
ELIDA LOCAL SCHOOL DISTRICT

Brenda Stocker, Board President

Joel Parker, Treasurer

CERTIFICATE

The undersigned Treasurer of the Board of Education of the Elida Local School District, Allen County, Ohio, hereby certifies that the foregoing is a true copy of a resolution duly passed by the Board on the _____ day of _____, 2020.

Joel Parker, Treasurer

REAL ESTATE PURCHASE CONTRACT

The undersigned buyer, CHAD BRYAN and SUSAN BRYAN (collectively, "Buyer"), hereby agrees to purchase from the ELIDA LOCAL SCHOOL DISTRICT BOARD OF EDUCATION, a local school district and political subdivision of the State of Ohio ("Seller"), and Seller hereby agrees to sell to Buyer, the Real Estate described below, upon the terms and conditions set forth herein. This Real Estate Purchase Contract is sometimes referred to herein as the "Contract".

1. REAL ESTATE: The real property that is the subject of this Contract consists of that certain real estate owned by Seller known as Lot 1474 and located at Sunnydale Street, Lima, Allen County, Ohio, being approximately 0.178 acres and designated as Allen County tax parcel number 36-0804-02-011.004 inclusive of any improvements located thereon (the "Real Estate"), as depicted on Exhibit A attached hereto and more specifically described in the legal description attached hereto as Exhibit B.

2. PURCHASE PRICE: The purchase price (the "Purchase Price") to be paid by Buyer to Seller for the Real Estate shall be Five Thousand Seven Hundred and no/100 Dollars (\$5,700.00) and shall be paid by certified check or wire transfer.

3. CONTINGENCIES: Seller's obligations under this Contract are contingent upon final approval of this Contract by Seller's Board, unless such approval has been previously given.

4. DEPOSIT: N/A

5. EVIDENCE OF TITLE: Buyer has chosen not to perform a title search or purchase title insurance related to the Real Estate.

6. DEED: At closing, Seller shall convey to Buyer title in fee simple to the Real Estate by transferable and recordable quit claim deed (the "Deed"). The conveyance of the Real Estate shall be subject to: (a) public alleys, rights-of-way, and legal highways; (b) conditions, easements, restrictions, covenants, rights, and other matters of record; (c) zoning ordinances and regulations; and (d) any real estate taxes and assessments not yet due and payable.

7. CLOSING AND POSSESSION: The purchase and sale of the Real Estate under this Contract shall be closed at Seller's administrative offices with such closing to occur no later than July 31, 2020. At closing the Purchase Price shall be delivered by Buyer to Seller simultaneously with Buyer's receipt of the deed described in Section 6 above. Possession of the Real Estate shall be transferred to Buyer at closing.

8. CONDITION OF REAL ESTATE; AS IS: As noted in Section 5 above, Buyer has chosen not to perform a title search or purchase title insurance related to the Real Estate. Buyer agrees and understands that Buyer's purchase of the Real Estate is on an "AS IS, WHERE IS" basis, and Seller is making no warranties or representations whatsoever regarding the Real Estate, including, without limitation, the zoning applicable thereto, the propriety of any proposed uses thereof, or the continuation of former or current uses thereof, or the compliance of the Real Estate with applicable ordinances or other laws, or the state of title or physical condition of the Real Estate.

9. TAXES AND ASSESSMENTS: Since Seller is exempt from paying real estate taxes, the Real Estate is presently exempt from taxation, so there will be no proration of real estate taxes at closing. The Dug Run Ditch Maintenance Special Assessment Installment of \$6 has been paid in full for the year 2020.

10. COSTS AND EXPENSES: Buyer shall pay any and all costs associated with the conveyance and transfer of the Real Estate, including but not limited to the cost of recording the Deed, any applicable transfer taxes and conveyance fees, although the parties anticipate that no conveyance fee will be required in connection with this transaction based on Seller's status as a political subdivision.

11. CASUALTY: Risk of loss to the Real Estate by casualty occurring prior to closing shall be borne by Seller until the date of closing, provided that if the Real Estate is damaged or destroyed by fire or other casualty prior to the closing, Buyer's sole and exclusive remedies in connection with such casualty shall be: (a) to elect to proceed with the transaction, in which event (unless Seller elects, at its option, to terminate this Contract due to the casualty and retain all insurance proceeds payable in connection with the casualty and gives written notice to Buyer, within ten (10) days after the amount of insurance proceeds is determined, of the Seller's intention to terminate this Contract and retain the insurance proceeds), the Buyer shall be entitled to the insurance proceeds, if any, payable to Seller under any and all policies of insurance covering the applicable portion of the Real Estate so damaged or destroyed; or (b) to elect to terminate this Contract by giving written notice thereof to the Seller within ten (10) days after Buyer has notice of the casualty, in which event (unless the Seller elects, at its option, to nullify the termination of this Contract by providing insurance proceeds or other funds to the Buyer sufficient to substantially restore the damaged portion of the Real Estate and gives written notice, within ten (10) days after Buyer's termination notice, of the Seller's intention to so provide insurance proceeds or other funds for restoration of the damaged Real Estate), the parties shall be released from all liability under this Contract and any earnest money deposited by Buyer shall be immediately returned to Buyer. Failure by the Buyer to timely notify Seller of Buyer's election to terminate as a result of a pre-closing casualty shall constitute an election not to terminate. This Section, however, shall not permit a termination of this Contract for non-material damage to the Real Estate, and damage to the Real Estate that will cost less than five percent (5%) of the Purchase Price to restore shall be deemed non-material damage and shall not permit termination of this Contract, and in such event, this Contract will remain in effect, and Buyer shall be entitled to the insurance proceeds, if any, payable to the Seller under any and all policies of insurance covering the Real Estate so damaged or destroyed.

12. INDEMNIFICATION: As noted in Sections 5 and 8 above, Buyer has opted not to perform a title search, not purchase title insurance and is buying the property on an AS IS WHERE IS" basis. Seller shall be indemnified by Buyer and held harmless for any future title issues or legal issues related to the Real Estate. Further, Seller shall be indemnified by Buyer and held harmless from and against all liabilities that may arise from the Buyer's ownership, possession, occupancy and use of the Real Estate.

13. 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 to the other party, or one (1) business day after timely deposit for delivery by overnight courier to the notice address indicated below. Notice addresses are as follows (or such other address(es) as the parties may subsequently designate by proper written notice):

If to Seller: Board of Education Elida Local School District
Attention: President
4380 Sunnydale Street
Lima, Ohio 45807

If to Buyer: Chad and Susan Bryan
717 Sunnydale Street
Lima, Ohio 45807

14. BROKER FEES: Buyer shall be responsible for any brokerage fees or commissions or similar payments due any broker, finder, or similar agent if such payment obligation is claimed based on the Buyer's engagement of such third party or other actions of the Buyer. Seller shall be responsible for any brokerage fees payable based on the Seller's engagement of any third party broker to complete or assist in the sale of the Real Estate, upon closing of the sale, subject to the terms and conditions of any separate agreement between the Seller and such party.

15. NO RELIANCE ON REPRESENTATIONS: Both parties acknowledge and agree that said party is not relying on any representations or statements made by any officers or officials of the other party, the other party's legal counsel, any auctioneer or realtor engaged or previously engaged by either party, or other agents of either party (collectively, "Agents") with respect to the Real Estate or the terms and conditions of this Contract, and each party shall rely on its own due diligence or independently engaged professionals' advice with respect to the Real Estate and the terms and conditions set forth herein governing the sale of the Real Estate. If Buyer desires professional advice with respect to the physical condition, state of title, legal compliance, legal or tax consequences, or other matters pertaining to the Real Estate or the Buyer's offer to purchase the Real Estate, such advice must be sought independently from the Seller and its Agents. Both parties acknowledge and understand that they should carefully read this Contract to understand the terms governing the sale of the Real Estate. Any verbal or written statements made by either party or its Agents outside of this Contract shall not be binding on the other party and shall not serve as representations or warranties made by either party with respect to the Real Estate or the terms of this Contract, such terms being fully set forth herein.

16. SUCCESSORS AND ASSIGNS: The terms of this Contract shall inure to the benefit of and be binding upon the respective heirs, successors and permitted assigns of the parties hereto. This Contract may not be assigned by either party without the non-assigning party's express written consent.

17. 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 Real Estate 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. Headings and 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. The provisions of this Contract shall not be construed in any manner against the drafting party.

18. FURTHER ASSURANCES: The parties agree, as necessary from time to time, to execute any and all documents reasonably requested by the other to carry out the intent of this Contract and to close the transaction described herein.

19. SEVERABILITY: If any one or more of the provisions contained in this Contract shall be invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired; provided, however, that in such a case the parties shall use their best efforts to achieve and give effect to the purpose and intended effect of the invalid, illegal, or unenforceable provision.

20. 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. This Contract may be executed in duplicate counterparts which, when taken together, shall constitute a single agreement. Signatures on this Contract transmitted by facsimile or by scan/e-mail shall have the same effect as original signatures.

[Signature page follows]

IN WITNESS WHEREOF, Buyer has executed this Contract this _____ day of _____, 2020.

BUYER:

CHAD BRYAN

SUSAN BRYAN

Seller has executed this Contract this _____ day of _____, 2020.

SELLER:

BOARD OF EDUCATION OF THE ELIDA
LOCAL SCHOOL DISTRICT

Brenda Stocker, President

Joel Parker, Treasurer

Exhibit A

Property Depiction



Exhibit B

Legal Description

Situated in the Township of American, County of Allen and State of Ohio: Being Lot No. 1474 of Elida Board of Education Subdivision, as the same is numbered and delineated upon the recorded Dedicator's Plat thereof, of record in Plat Book 2011, Page 165, Recorder's Office, Allen County, Ohio.