

AGREEMENT FOR SALE OF REAL ESTATE

This Agreement for Sale of Real Estate ("Agreement") is entered on the 27th day of April, 2021, by and between the Wapakoneta City School District Board of Education ("Buyer"), 1102 Gardenia Drive, Wapakoneta, Ohio 45895, and Robert J. Metzger, Frank A. Lehmkuhle, Daniel J. Metzger, and Kathy A. Miller ("Seller"), 17148 Hauss Road, Wapakoneta, Ohio 45895.

1. Description of Property. The Property consists of approximately 8 acres of land located on Wapakoneta Cridersville Road, Wapakoneta, Ohio 45895. The Permanent Parcel Number of the Property is Parcel #7. A legal description of the Property is attached hereto as Exhibit A. A map showing the location of the Property is attached hereto as Exhibit B.
2. Purchase Price and Payment. The purchase price for the Property shall be Eleven Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$11,995.00) per acre, payable as follows:
 - a. A cash payment of One Thousand Dollars (\$1,000.00) earnest money is due upon execution of this Agreement. This amount shall be paid into an escrow to be established at Auglaize-Mercer Land Title Agency ("Title Company"), St. Marys, Ohio. This earnest money shall be credited to the purchase price at closing, and shall be refunded to Buyer should closing fail to occur through no fault of Buyer.
 - b. The full remaining balance of the purchase price shall be paid to Seller at closing.
3. Closing. Closing shall take place through escrow established at the Title Company, not later than sixty (60) days after this Agreement is executed on behalf of Buyer, following approval at an open meeting as required by law. Closing may be extended by mutual agreement, in writing. Closing may occur earlier at the election of Buyer by giving Seller at least two weeks' notice that all contingencies or conditions to closing are satisfied or waived.
4. Title. At the closing, Seller will convey to Buyer a good and fully marketable and insurable title to the Property by a general warranty deed, warranting the Property 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, it being understood that all assessments after closing become the responsibility of Buyer;
 - 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 Property at Buyer's expense. If the results of the survey reflect that the actual dimensions or location of the Property are materially different from the legal description, Exhibit A, or the map, Exhibit B, then Buyer may terminate this Agreement upon notice to Seller. Seller shall also convey to Buyer at closing, through instruments acceptable to Buyer's counsel, all of Seller's right, title and interest in mineral leases, if any.

- 5. Quality of Title. Seller covenants that from the date this Agreement is executed to the date of closing or cancellation of this contract, if the sale is not completed, Seller shall cause no encumbrances to be placed on the Property 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 sixty (60) days after this Agreement is executed by Buyer as a condition precedent to closing:
 - a. Buyer has conducted a wetlands assessment of the Property to determine whether any portion of the Property would be designated as wetlands, and must determine that use of all or any portion of the Property for school purposes will not be substantially limited. Further, Buyer will conduct a regulatory review to verify that neither zoning nor other legal or regulatory restrictions would interfere with Buyer's intended use of the Property. 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 Property, if Buyer considers this necessary, to determine suitability of the Property for construction of a school building, athletic fields or any other school use. Such further assessments and tests must be conducted and completed no later than sixty (60) days after this Agreement is executed by Buyer. 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 Property. Any portion of the Property 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 the gas wells, including leases, contracts and records of well production and gas 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. Seller represents that Seller has previously used a real estate broker or agent to list the Property for sale but no commission is due as a result thereof and Seller holds Buyer harmless from any commission claim.
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. Buyer shall pay the following closing costs: title examination; title insurance commitment; owner's fee title insurance policy; fee for recording deed; and escrow fee. Prior to closing, Buyer will submit a general warranty deed for review and approval by Seller's counsel. Upon Seller's approval, the general warranty deed shall be submitted to escrow. Buyer will submit sufficient funds into escrow on a timely basis prior to closing. Upon closing, the Title Company shall cause the general warranty deed to be filed of record and the balance of the purchase price to be distributed to Seller. Seller shall have ninety (90) days after closing to vacate the Property. Until closing, all risk of loss associated with the Property rests with Seller.
9. Seller's Representations and Warranties. Seller makes the following representations and warranties as to the Property:
 - a. No condemnation procedure or other taking by eminent domain of the Property 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 Property, and no change of zoning affecting the Property 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 Property, except as follows: _____

 - d. The roadways adjacent to the Property are to the best of Seller's knowledge duly dedicated public highways, lawfully available to users of the Property.
 - e. Seller has not received any notice from any federal, state, local or other governmental authority or official having jurisdiction over or affecting the

Property 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 Property, 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 Property 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 the Closing Date, there will be no mechanic's liens or the possibility thereof in connection with any work, labor or materials furnished to the Property.
- i. Seller has the resources (or through appropriate arrangements can obtain the resources) to satisfy, release and discharge on or prior to the Closing Date all of the mortgages or security interest which are a lien on the Property; 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 Property resulting from any asbestos, urea formaldehyde or similar materials used in the construction thereof.
- k. The Property 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 Property.
- n. There has been no actionable release of any hazardous materials on or in the Property, to the best of Seller's knowledge.
- o. To the best of Seller's knowledge, any gas wells on the Property are operational and produce natural gas.
- p. 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.

- q. Each of the representative warranties set forth in this Section 9 shall survive the 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 the Property. If the Property shall be substantially damaged or destroyed through no fault of Buyer, prior to closing, Buyer may terminate this Agreement by written notice to Seller. In the event of a partial loss of the Property 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 Property as is or cancel this Agreement, in which case the parties shall be released from any and all obligations and liability under this Agreement.
13. 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. Further, Seller shall provide a copy of any notice under this Agreement to Buyer's attorney, Gary Stedronsky, Ennis, Britton Co, LPA, 1714 West Galbraith Road, Cincinnati, OH 45239.
14. Further Assurances. At any time prior to or after the 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.
15. 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.
16. Nonmerger. This Agreement shall survive all documents of closing and all covenants contained herein shall be enforceable after closing.

17. 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:

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

BUYER:

**WAPAKONETA CITY SCHOOL
DISTRICT BOARD OF EDUCATION**

Robert J. Metzger

President

Frank A. Lehmkuhle

Superintendent

Daniel J. Metzger

Treasurer

Kathy A. Miller