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Chippewa Local School District
Board of Education Special Meeting

56 N Portage St.
Tuesday, April 4, 2023
8:00 AM

MEETING MINUTES

I. OPENING

A. Call to Order: Moment of Silence:: Pledge of Allegiance

B. Present: Mr. DeAngelis, Mrs. Fenn, Mr. Golub, Mr. Schafrath Absent: Mr. Hershberger

RESOLUTION 047-23

C. To consider approval for the following resolution – sale of land

AUTHORIZING THE EXECUTION OF A REAL ESTATE PURCHASE AGREEMENT

(241 Gates Street, Doylestown, Ohio 44230; and 257 High Street, Doylestown, Ohio 44230)

WHEREAS, Board of Education (the “**Board**”) of the Chippewa Local School District (the “**District**”) is the fee title owner of several parcels of vacant land commonly known as 257 High Street, Doylestown, Ohio 44230, which is located on the east side of High Street, north of Church Street, and south of Frederick Street, comprised of approximately 10.71 acres, and assigned Wayne County Auditor Tax Parcel Nos. 17-01187.000, 17-01188.000, 17-01189.000, 17-01190.000, 17-01191.000, 17-01192.000, 17-01193.000, and 17-01199.000 (the “**High St. Property**”).

WHEREAS, there are no STEM, community or college preparatory boarding schools located in the territory of the District entitled to a first offer of the High St. Property pursuant to Ohio Revised Code Section 3313.413.

WHEREAS, the Board previously conducted an auction of the High St. Property in compliance with Ohio Revised Code Section 3313.41, but the High St. Property was not sold at auction.

WHEREAS, Andrew D. Mosier and Susan M. Mosier, married (collectively “**Mosier**”), are the fee title owners of certain parcels of vacant land consisting of approximately 0.2281 acres located at 241 Gates Street, in the Village of Doylestown, County of Wayne, and State of Ohio, together with all ingress, egress and other rights associated therewith, and assigned Wayne County Auditor Parcel Numbers 17-00254.000 and 17-00255.00 (the “**Gates St. Property**”).

WHEREAS, pursuant to its authority under Ohio Revised Code §3313.17, the Board wishes to enter into the Real Estate Purchase Agreement attached hereto as Exhibit A (the "**Agreement**") for the purchase of the Gates St. Property and sale of the High St. Property on the terms and conditions set forth more fully in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. It is found and determined by the Board that the Gates St. Property is needed for school purposes.
2. It is found and determined by the Board that the High St. Property is no longer needed for school purposes.
3. The Board hereby approves the terms and conditions of the Agreement attached hereto as **Exhibit A**.
4. The Board hereby authorizes the Superintendent, Treasurer and/or Board President, in their discretion, to execute the Agreement on behalf of the Board on the terms set forth therein, or on terms not materially different from the terms set forth in the Agreement. Provided that the terms and conditions set forth in the Agreement are satisfied, that the Agreement is not terminated and that there are no material changes to the terms of the Agreement, the Board hereby further authorizes the Superintendent, Treasurer and/or Board President, in their discretion, to execute all other documents required to be executed or reasonably necessary in connection with the Board's performance under the Agreement and the closing of the purchase of the Property.
5. Any prior actions taken consistent with this resolution are hereby ratified, affirmed, and approved.

Motion to approve by Fenn and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger absent, Schafrath yes

CARRIED

II. MOTION TO ADJOURN

Motion to adjourn by Fenn and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger absent, Schafrath yes

CARRIED

Time: 8:03 AM

APPROVED:



President

Date: 04/10/2023



Treasurer

was updated -

Exhibit A – 15 pages

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REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“**Agreement**”) is made and entered into as of this day of _____, 2023, (the “**Effective Date**”) by and between **THE BOARD OF EDUCATION, CHIPPEWA LOCAL SCHOOL DISTRICT**, an Ohio public school district and political subdivision (the “**School District**”), and **ANDREW D. MOSIER and SUSAN M. MOSIER**, married (collectively, “**Mosier**”). School District and Mosier each individually shall be referred to herein as a “**Party**” and collectively referred to herein as the “**Parties**”.

WHEREAS, School District is the fee title owner of several parcels of vacant land commonly known as 257 High Street, Doylestown, Ohio 44230, which is located on the east side of High Street, north of Church Street, and south of Frederick Street, together with all ingress, egress and other rights associated therewith, comprised of approximately 10.71 acres, and assigned Wayne County Auditor Parcel Numbers 17-01187.000, 17-01188.000, 17-01189.000, 17-01190.000, 17-01191.000, 17-01192.000, 17-01193.000, and 17-01199.000, as depicted on **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the “**High St. Property**”); and

WHEREAS, Mosier is the fee title owner of certain parcels of vacant land commonly known as 241 Gates Street, Doylestown, Ohio 44230, together with all ingress, egress and other rights associated therewith, comprised of approximately 0.2281 acres, and assigned Wayne County Auditor Parcel Numbers 17-00254.000 and 17-00255.000, as depicted on **Exhibit B** attached hereto and incorporated herein by this reference (collectively, the “**Gates St. Property**”); and

WHEREAS, School District desires to sell, and Mosier desires to purchase, the High St. Property on the terms and conditions set forth more fully in this Agreement; and

WHEREAS, the School District desires to acquire, and Mosier desires to transfer, the Gates St. Property on the terms and conditions set forth more fully in this Agreement; and

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

1. **Purchase and Sale.** Mosier agrees to purchase from School District and School District agrees to sell to Mosier the High St. Property, together with all appurtenant rights, privileges, buildings, improvements, easements and fixtures thereon, if any, subject to the terms and conditions set forth in this Agreement. Further, Mosier agrees to transfer to School District and School District agrees to acquire from Mosier the Gates St. Property, together with all appurtenant rights, privileges, buildings, improvements, easements and fixtures thereon, if any, subject to the terms and conditions set forth in this Agreement.

2. **Purchase Price/Deposit.** Subject to any prorations in accordance with this Agreement, the consideration to be paid by Mosier to School District for the High St. Property

shall be comprised of the following: (a) Four Hundred Fifty Thousand Dollars (\$450,000.00) (the **“Purchase Price”**) paid in immediately available funds at Closing (defined in Section 8 of this Agreement); and (b) the transfer of the Gates St. Property by Mosier to School District, which shall be transferred to School District at Closing.

No later than three (3) business days after full execution of this Agreement, Mosier shall pay a non-refundable (except as expressly provided otherwise in this Agreement) earnest money deposit (the **“Deposit”**) in the amount of Forty Thousand Dollars (\$40,000.00) to be held by First American Title Insurance Company, Attention: Michael Schoenwald (the **“Escrow Agent”** or **“Title Company”**). In the event that the sale contemplated herein shall close, the Escrow Agent shall use the Deposit as partial payment of the Purchase Price. In the event of any dispute related to the Deposit between School District and Mosier, the Escrow Agent shall hold the Deposit until such dispute is resolved or send the Deposit to a court of proper jurisdiction for distribution upon such resolution. The Deposit shall not earn interest.

3. Deeds to Property.

a) School District shall convey to Mosier marketable title to the High St. Property by good and sufficient quit claim deed (the **“QCD”**) subject to: (i) zoning ordinances affecting the High St. Property; (ii) taxes and assessments, both general and special, which are a lien but not yet due and payable; (iii) all legal highways; (iv) any other easements, restrictions, encumbrances, or matters of record (the **“High St. Permitted Exceptions”**) as such High St. Permitted Exceptions are set forth in the High St. Title Commitment (defined in Section 4(a)); provided, however, that School District shall execute such affidavits or other documents required by the Title Company in order to delete such of the pre-printed Schedule B, Section II exceptions in the High St. Title Commitment that can be deleted by execution of such affidavits and other documents and such exceptions shall not be High St. Permitted Exceptions.

b) Mosier shall convey to School District marketable title to the Gates St. Property by good and sufficient limited warranty deed (the **“LWD”**) subject to: (i) zoning ordinances affecting the Gates St. Property; (ii) taxes and assessments, both general and special, which are a lien but not yet due and payable; (iii) all legal highways; (iv) any other easements, restrictions, encumbrances, or matters of record (the **“Gates St. Permitted Exceptions”**) as such Gates St. Permitted Exceptions are set forth in the High St. Title Commitment (defined in Section 4(b)); provided, however, that Mosier shall execute such affidavits or other documents required by the Title Company in order to delete such of the pre-printed Schedule B, Section II exceptions in the Gates St. Title Commitment that can be deleted by execution of such affidavits and other documents and such exceptions shall not be Gates St. Permitted Exceptions.

4. Title, Survey.

a) Mosier has obtained (i) a title commitment from the Title Company (the **“High St. Title Commitment”**) dated January 3, 2023, for an Owner’s Policy of Title Insurance issued by the Title Company in the full amount of the Purchase Price (the **“High**

St. Title Policy”) committing to insure Mosier’s interest to be acquired in the High St. Property free and clear of all liens and encumbrances except for the High St. Permitted Exceptions; and (ii) a current survey of the High St. Property (the “**High St. Survey**”), both at Mosier’s sole cost and expense.

b) School District has obtained a title commitment from the Title Company (the “**Gates St. Title Commitment**”) dated January 20, 2023, for an Owner’s Policy of Title Insurance issued by the Title Company in an amount to be determined (the “**Gates St. Title Policy**”) committing to insure School District’s interest to be acquired in the Gates St. Property free and clear of all liens and encumbrances except for the School District Permitted Exceptions, at School District’s sole cost and expense.

5. Inspection Period; Condition of Property.

a) Mosier acknowledges and agrees that Mosier has had the opportunity to inspect the High St. Property and Mosier hereby affirms that Mosier is satisfied with the condition of the High St. Property and waives any further rights to conduct due diligence on the High St. Property.

b) School District acknowledges and agrees that it has had the opportunity to inspect the Gates St. Property and the School District hereby affirms that it is satisfied with the condition of Gates St. Property and waives any further rights to conduct due diligence on the Gates St. Property.

6. Escrow. Concurrently with the execution of this Agreement, an escrow shall be established with the Escrow Agent which shall serve as the escrow agent for the Parties. The Escrow Agent may accept this escrow subject to its standard conditions of acceptance of escrow; provided, however, that the provisions of this Agreement shall govern in the event of any conflict therewith. Mosier and School District shall deliver all funds and all documents necessary to complete this transaction with the Escrow Agent.

7. Contingencies to Closing.

(a) Mosier’s purchase of the High St. Property pursuant to this Agreement is expressly conditioned and contingent upon the occurrence of the following (the “**Mosier’s Contingencies to Closing**”):

i. School District has satisfied its obligations with respect to the School District Closing Deliveries as set forth in Section 9 of this Agreement; and

ii. The Title Company is in a position to issue the High St. Title Policy at Closing.

If the foregoing contingencies have not been satisfied as of the date set forth in Section 8, then the Closing shall be extended until such time as the contingencies shall have been satisfied, but in no event later than thirty (30) days thereafter.

(b) School District's acquisition of the Gates St. Property pursuant to this Agreement is expressly conditioned and contingent upon the occurrence of the following (the "**School District's Contingencies to Closing**"):

- i. Mosier has satisfied its obligations with respect to the Mosier Closing Deliveries as set forth in Section 9 of this Agreement; and
- ii. The Title Company is in a position to issue the Gates St. Title Policy at Closing.

If the foregoing contingencies have not been satisfied as of the date set forth in Section 8, then, in its sole and absolute discretion, School District shall extend the Closing until such time as the contingencies shall have been satisfied, but in no event later than thirty (30) days thereafter.

8. Closing. The consummation of the transaction contemplated by this Agreement shall take place at the office of the Escrow Agent no later than April 14, 2023 (the "**Closing**"), unless another date has been mutually agreed upon by the Parties.

9. Closing Deliveries. On or before Closing, Mosier shall deliver to the Escrow Agent the following: (a) the Purchase Price, plus or minus any prorations, costs, and adjustments thereto in connection with this Agreement; (b) the LWD for the Gates St. Property; (c) the Title Company's form owner's affidavit; and (d) such other documents as may be reasonably required to complete the Closing of this transaction (collectively, the "**Mosier Closing Deliveries**"). On or before Closing, School District shall deliver to the Escrow Agent the following: (e) the QCD for the High St. Property; (f) the Title Company's form owner's affidavit; and (g) such other documents as may be reasonably required to complete the Closing of this transaction (collectively, the "**School District Closing Deliveries**"). The Escrow Agent shall close this transaction when all of the Mosier Contingencies to Closing and the School District Contingencies to Closing have been satisfied and the Escrow Agent is in a position to file the QCD of record and the LWD of record, issue the High St. Title Policy, issue the Gates St. Title Policy and deliver the Purchase Price to School District, but in no event later than the date of Closing pursuant to Section 8 of this Agreement.

10. Closing Costs. School District shall be responsible for paying the following at Closing: (a) one half (1/2) of the escrow fee; (b) all transfer taxes or conveyance fees required by law to be paid at the time of the filing of the QCD; (c) the cost of the Gates St. Title Commitment and the premium for the Gates St. Title Policy, including all costs for any endorsements to the Gates St. Title Policy, (d) the Ohio conveyance fee, recording fee, transfer tax and other customary transfer fees related to the conveyance of the High St. Property, (e) the cost of preparing and recording the QCD, and (f) any other routine and ordinary prorations chargeable to the School District related to the High St. Property in the jurisdiction where the High St. Property is located not otherwise allocated to Mosier herein. Mosier shall be responsible for paying the following costs: (g) one half (1/2) of the escrow fee, (h) the cost of the High St. Title Commitment and the premium for the High St. Title Policy, including all costs for any endorsements to the High St.

Title Policy (i) all costs relating to Mosier's financing for the purchase of the High St. Property (if any), including the premium for the lender's title policy if a lender's policy is issued, and (j) the Ohio conveyance fee, recording fee, transfer tax and other customary transfer fees related to the conveyance of the Gates St. Property, (k) the cost of preparing and recording the LWD, and (l) any routine and ordinary prorations chargeable to Mosier related to the Gates St. Property in the jurisdiction where the Gates St. Property is located not otherwise allocated to School District herein. Each Party shall pay its own attorneys' fees, except as otherwise set forth in this Agreement. Any other costs associated with the Closing and not specifically designated as the responsibility of either Party shall be paid by School District and Mosier according to the usual and customary allocation of the same in the jurisdiction where the High St. Property and the Gates St. Property is located. School District agrees that all costs of Closing payable by School District shall be deducted from School District's proceeds which are otherwise payable to School District at Closing or, if insufficient, be satisfied by School District. On or before the Closing, Mosier shall deposit with the Escrow Agent sufficient cash to pay all of the costs of Closing payable by Mosier. The provisions of this Section 10 shall survive the Closing.

11. Taxes and Assessments.

a) To the extent that the High St. Property is not exempt from real estate taxes, School District shall pay any and all delinquent real estate taxes and installments of assessments on the High St. Property for years prior to Closing, including penalties and interest. School District shall pay all real estate taxes and installments of assessments for years prior to the Closing, and a portion of such taxes and assessments for the year of Closing, prorated through the date of Closing. Proration of undetermined taxes and assessments shall be based on a 365-day year and on the most recent available tax rate and valuation giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not officially certified to the appropriate County Officials as of that date.

b) To the extent that the Gates St. Property is not exempt from real estate taxes, Mosier shall pay any and all delinquent real estate taxes and installments of assessments on the Gates St. Property for years prior to Closing, including penalties and interest. Mosier shall pay all real estate taxes and installments of assessments for years prior to the Closing, and a portion of such taxes and assessments for the year of Closing, prorated through the date of Closing. Proration of undetermined taxes and assessments shall be based on a 365-day year and on the most recent available tax rate and valuation giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not officially certified to the appropriate County Officials as of that date.

12. Possession. Mosier shall be entitled to exclusive possession of the High St. Property at Closing. School District shall be entitled to exclusive possession of the Gates St. Property at Closing.

13. School District's Representations and Warranties. School District, based on the actual knowledge of Todd Osborn, the Superintendent of the Chippewa Local School District,

without the duty of inquiry, makes the following representations and warranties to Mosier which are true as of the Effective Date of this Agreement and will be true as of Closing:

- (a) School District has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and this Agreement constitutes the legal, valid, and binding obligation of School District, enforceable against School District in accordance with its terms;
- (b) There are no leases, occupancy agreements, license agreements, service agreements or other agreements related to the High St. Property, and School District shall not enter into any new agreements, entitling any person or party to possess or occupy the High St. Property, without Mosier's written consent;
- (c) There are no actions, suits, claims, proceedings, or investigations pending or threatened before any agency, court, or other governmental authority that relate to the High St. Property;
- (d) School District has no knowledge of, and has not received any written notice of, any violation of applicable laws, rules, regulations, ordinances, codes, or requirements affecting the High St. Property (collectively, the "Laws"), failure to comply with Laws, or any other investigation relating to the condition, use, or occupation of the High St. Property;
- (e) School District has not received any written notice of and School District has no knowledge of (i) any intended public improvements which will or could result in any charges being assessed against or becoming a lien on the High St. Property; or (ii) any actual, pending, or threatened condemnation or eminent domain proceedings which affects all or any portion of the High St. Property;
- (f) School District has not entered into and there is not existing any other agreement, written or oral, under which School District is or could become obligated to sell the High St. Property, or any portion thereof, to a third party, and, from and after the Effective Date and School District shall not consent to, enter into, or otherwise allow any option or contract of sale, or execute any deeds (except as required in this Agreement), leases, easements, or rights-of-way affecting the High St. Property, or otherwise convey or encumber the High St. Property or any portion thereof, without the prior written consent of Mosier which consent may be withheld in Mosier's sole discretion;
- (g) School District has not and will not, without the prior written consent of Mosier (which consent may be withheld in Mosier's sole discretion), take any action before any governmental authority having jurisdiction thereover, the object of which would be to change the present zoning of or other land-use limitations upon the High St. Property, or any portion thereof, or its potential use, and School District neither has received written notice of nor has actual knowledge of any proceedings, the object of which would be to change the present zoning or other land-use limitations;

(h) There are no agreements which contain any restrictions, covenants, easements, or encumbrances affecting the High St. Property that have not been filed of record;

(i) No consent of any third party is required in order for School District to enter into this Agreement and perform School District's obligations hereunder, and the execution, delivery, and performance of this Agreement has not and will not constitute a breach or default under any other agreement, law, or court order under which School District is a party or may be bound;

(j) Except for any item to be prorated at Closing in accordance with this Agreement, all bills or other charges, costs, or expenses incurred by School District in its use, ownership, or operation of the High St. Property up to Closing shall be paid in full by School District or School District shall cause the same to be so paid;

Should School District receive any notice or knowledge of any information regarding any of the matters set forth in this Section 13 after the Effective Date, School District will promptly notify Mosier.

All representations and warranties made in this Agreement by School District contained in this Section 13 shall survive the Closing for one (1) year and not merge with title.

14. Mosier's Representations and Warranties. Mosier, based on the actual knowledge of **Andrew D. Mosier and Susan M. Mosier**, without the duty of inquiry, makes the following representations and warranties to School District which are true as of the Effective Date of this Agreement and will be true as of Closing:

(a) Mosier has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and this Agreement constitutes the legal, valid, and binding obligation of Mosier, enforceable against Mosier in accordance with its terms;

(b) There are no leases, occupancy agreements, license agreements, service agreements or other agreements related to the Gates St. Property, and Mosier shall not enter into any new agreements, entitling any person or party to possess or occupy the Gates St. Property, without School District's written consent;

(c) There are no actions, suits, claims, proceedings, or investigations pending or threatened before any agency, court, or other governmental authority that relate to the Gates St. Property;

(d) Mosier has no knowledge of, and has not received any written notice of, any violation of applicable laws, rules, regulations, ordinances, codes, or requirements affecting the Gates St. Property (collectively, the "Laws"), failure to comply with Laws, or any other investigation relating to the condition, use, or occupation of the Gates St. Property;

(e) Mosier has not received any written notice of and Mosier has no knowledge of (i) any intended public improvements which will or could result in any charges being assessed

against or becoming a lien on the Gates St. Property; or (ii) any actual, pending, or threatened condemnation or eminent domain proceedings which affects all or any portion of the Gates St. Property;

(f) Mosier has not entered into and there is not existing any other agreement, written or oral, under which School District is or could become obligated to sell the Gates St. Property, or any portion thereof, to a third party, and, from and after the Effective Date and Mosier shall not consent to, enter into, or otherwise allow any option or contract of sale, or execute any deeds (except as required in this Agreement), leases, easements, or rights-of-way affecting the Gates St. Property, or otherwise convey or encumber the Gates St. Property or any portion thereof, without the prior written consent of School District which consent may be withheld in School District's sole discretion;

(g) Mosier has not and will not, without the prior written consent of School District (which consent may be withheld in School District's sole discretion), take any action before any governmental authority having jurisdiction thereover, the object of which would be to change the present zoning of or other land-use limitations upon the Gates St. Property, or any portion thereof, or its potential use, and Mosier neither has received written notice of nor has actual knowledge of any proceedings, the object of which would be to change the present zoning or other land-use limitations;

(h) There are no agreements which contain any restrictions, covenants, easements, or encumbrances affecting the Gates St. Property that have not been filed of record;

(i) No consent of any third party is required in order for Mosier to enter into this Agreement and perform Mosier's obligations hereunder, and the execution, delivery, and performance of this Agreement has not and will not constitute a breach or default under any other agreement, law, or court order under which Mosier is a party or may be bound;

(j) Except for any item to be prorated at Closing in accordance with this Agreement, all bills or other charges, costs, or expenses incurred by Mosier in its use, ownership, or operation of the Gates St. Property up to Closing shall be paid in full by Mosier or Mosier shall cause the same to be so paid;

Should Mosier receive any notice or knowledge of any information regarding any of the matters set forth in this Section 14 after the Effective Date, Mosier will promptly notify School District.

All representations and warranties made in this Agreement by Mosier contained in this Section 14 shall survive the Closing for one (1) year and not merge with title.

15. Risk of Loss.

(a) School District shall bear all risk of loss or damage to the High St. Property or any part thereof prior to Closing. School District promptly shall provide written notice to Mosier in the event of any loss or damage to the High St. Property. In the event that, at any time prior to Closing, all or any portion of the High St. Property is damaged or

destroyed by fire or other casualty, School District will assign all insurance proceeds payable in respect to such damage or destruction to Mosier upon Closing.

(b) Mosier shall bear all risk of loss or damage to the Gates St. Property or any part thereof prior to Closing. Mosier promptly shall provide written notice to School District in the event of any loss or damage to the Gates St. Property. In the event that, at any time prior to Closing, all or any portion of the Gates St. Property is damaged or destroyed by fire or other casualty, Mosier will assign all insurance proceeds payable in respect to such damage or destruction to School District upon Closing.

16. Default. In the event that either Party fails to consummate the transactions contemplated by this Agreement for any reason other than the other Party's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, the non-defaulting Party shall be entitled, as such Party's sole remedy, either (a) to receive the Earnest Money as and for liquidated damages (each Party hereby agreeing that in the event of a default by the other Party that the damages resulting to such Party as a result of such default as of the date of this Agreement are difficult or impossible to ascertain and the foregoing liquidated damages constitute Purchaser's and Seller's reasonable estimate of such damages), which shall operate to terminate this Agreement and release the defaulting Party from any and all liability hereunder or (b) to seek to enforce specific performance of defaulting Party's obligations hereunder. Except as expressly provided herein, each Party expressly waives the right to seek damages in the event of the other Party's default hereunder. Any action for specific performance shall be brought by no later than sixty (60) days after the date of Closing set forth Section 8, as it may be extended pursuant to Section 7(a) or 7(b).

17. Notices. Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given: (a) if and when personally delivered; or (b) one (1) business day after being deposited with a national overnight mail courier service, (i.e., Federal Express or UPS); (c) one day after being sent by e-mail with proof of proper transmission and receipt and addressed to a Party at its address set forth below:

To School District: Board of Education, Chippewa Local School District
56 Portage Street
Doylestown, Ohio 44230
Attention: Todd S. Osborn, Superintendent
and Ira Hamman, Treasurer
E-Mail: chip_ihamman@tccsa.net

And

Amy Bartemes, Esq.
Bricker & Eckler LLP
100 S. Third St.
Columbus, OH 43215
E-Mail: abartemes@bricker.com

To Mosier: Andrew D. and Susan M. Mosier
2073 Nelson Street
Dupont, WA 98327
E-mail: mosier51@hotmail.com

And

Berns, Ockner and Greenberger, LLC
3733 Park East Drive, Suite 200
Beachwood, Ohio 44122
Attn: Jordan Berns, Esq.
Email: jberns@bernsockner.com

Either Party may change its mailing address by written notice to the other Party at its then current mailing address in accordance with the provisions of this Section 16.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal and legal representatives, successors, and assigns.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. If any provision or portion of a provision set forth in this Agreement shall be declared invalid, such invalid provision or portion shall be ineffective and unenforceable without invalidating the remaining provisions or portions of this Agreement.

20. Time of the Essence. The Parties agree that time is of the essence for this Agreement.

21. Entire Agreement; No Merger of Title. This Agreement, the Exhibits attached hereto, any Escrow Agreement and the documents referenced herein constitute the entire agreement between the Parties pertaining to the subject matter hereof, and are the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings of the Parties hereto, verbal or written, express or implied, are hereby superseded and merged herein. The terms, conditions, covenants, duties, representations and warranties of the Parties in this Agreement shall survive the Closing and not merge with title.

22. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and duly executed by all of the Parties.

23. Binding Effect; Non-Assignability. This Agreement shall bind and inure to the benefit of the School Board and Mosier and their respective successors and assigns; provided, however, that except as expressly stated herein, neither this Agreement nor any rights or benefits hereunder may be assigned by either Party without the consent of the other.

24. No Third Party Beneficiaries. Notwithstanding anything contained herein to the contrary, this Agreement is not intended nor shall it be construed to create any rights or remedies as to third parties. No party shall constitute a third party beneficiary to the terms of this Agreement.

25. Counterparts; Electronic and Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. For purposes of executing this Agreement, a document signed and transmitted by e-mail or facsimile machine shall be treated as an original document. The signature of any Party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

26. Commercial Real Estate Brokers. School District and Mosier each warrant to the other that no real estate brokers have been involved with this transaction other than CBRE, Inc. ("CBRE") At Closing, School District shall pay a commission to CBRE, per the terms of a separate agreement between School District and CBRE. Mosier agrees to indemnify, defend and hold harmless School District from and against any claims for any other brokerage commissions and all costs, expenses and fees associate therewith, including without limitation all reasonable attorney and expert witness fees, arising out of any conversations, correspondence, communications, negotiations and/or agreements with any commercial real estate brokers regarding this sale. This Section 26 shall survive closing and not merge with title.

27. Non-Waiver. Failure by a Party at any time to exercise any rights of such Party or to enforce the performance of any obligation, duty, or covenant under this Agreement shall not be construed as a waiver of any such rights or of any provision of this Agreement or of such Party's rights with regard to the performance or nonperformance of any obligation, duty, or covenant under this Agreement unless such Party expressly indicates such waiver in writing. In the event such Party shall expressly waive in writing any rights of such Party for the performance of any obligation, duty or covenant under this Agreement, such waiver shall not be construed as a waiver of any rights or the performance of any obligation, duty or covenant other than those expressly set forth therein.

28. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, School District and Mosier have executed this Agreement as of the date first above written.

SCHOOL DISTRICT:

BOARD OF EDUCATION, CHIPPEWA LOCAL SCHOOL DISTRICT
an Ohio public school district and political subdivision

By: Todd S. Osborn
Superintendent
Date: _____, 2023

MOSIER:

By: _____
ANDREW D. MOSIER
Date: _____

By: _____
SUSAN M. MOSIER
Date: _____

EXHIBIT A

Depiction of the Property



TREASURER'S CERTIFICATE OF
AVAILABILITY OF FUNDS
(Ohio Revised Code §5705.41)

The undersigned, Treasurer of the Board of Education, Chippewa Local School District ("School District"), hereby certifies in connection with the Real Estate Purchase Agreement to which this is attached and to which the School District is a party (the "Contract"), that the following is true:

The amount required to meet the contract, obligation, or expenditure for the Contract during the current fiscal year has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of the General Fund or appropriate other fund, free from any outstanding obligation or encumbrance.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2023.

BOARD OF EDUCATION, CHIPPEWA
LOCAL SCHOOL DISTRICT

Ira D. Hamman
Treasurer/CFO