

## REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made and entered into at Smithville, Ohio, by and between Ellen G. Keith, Trustee of the Ellen G. Keith Revocable Trust dated June 13, 2001, including any amendments thereto, 1220 Rockmill Road SW, Lancaster, Ohio 43130 ("Seller"), and The Board of Education of Green Local School District, Wayne County, Ohio, 100 Smithie Drive, PO Box 438, Smithville, Ohio 44677 ("Buyer").

### 1. PROPERTY

In consideration of Buyer's covenants and promises as hereinafter set forth in this Agreement, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase from Seller, the following real property (the "Property"):

Situated in the **Village of Smithville**, County of Wayne, and State of Ohio:

And known as **Lot 635 in the Ellen G. Keith Allotment #1**, as shown by the plat recorded in **Plat Volume 33, Page 30** of the Wayne County, Ohio Records.

**Permanent Parcel No.: 33-00294.002**

As of the date of this Agreement, Seller leases the Property to Buyer under a written lease agreement (the "Lease"). The parties intend to continue the terms and conditions of the Lease until the Day of Closing.

Buyer acknowledges that Seller shall reserve on the deed of conveyance an easement for ingress, egress, and utilities, thirty (30) feet in width, being the northernmost thirty feet of the Property extending from Summit Street to the east line of the Property for the benefit of Seller's adjacent real property known as Lot 636 in the Ellen G. Keith Allotment #1. Buyer further acknowledges that a purpose of said easement is to allow for potential, future installation of a public road.

### 2. WATER LINE

Buyer acknowledges that the water line to the bus garage located upon the Property originates from Seller's adjacent real property. No later than sixty (60) days after Closing, Buyer shall tap into the Village of Smithville water service located along Summit Street and run a new water line from said tap to the bus garage located upon the Property and shall no longer use the existing water line that runs to Seller's adjacent real property. Buyer shall pay any and all costs of tapping into the Village of Smithville water service and running a water line from said tap to the garage located upon the Property. This Section 2 shall survive Closing.

### 3. FIXTURES AND TANGIBLE PERSONAL PROPERTY

The consideration shall include all improvements and permanent fixtures used in connection with the Property including, but not limited to, the following: all electrical, gas, heating and plumbing

fixtures, all screens, screen doors, screen windows, hardware, if any, now in or on the Property, and the same shall be fully paid for and free of all liens and encumbrances at the time of the closing of this transaction unless otherwise specified and agreed to by Buyer.

**4. PURCHASE PRICE**

The purchase price for the Property shall be the sum of One Hundred Twenty Five Thousand Dollars (\$125,000.00) (the "Purchase Price") payable by Buyer to Seller in cash on the Day of Closing.

**5. ESCROW AGENT**

This transaction shall be placed in escrow with the following entity, which shall be designated as the "Escrow Agent" for this transaction:

Legacy Title Services, LLC  
2171 Eagle Pass  
Wooster, Ohio 44691  
Phone: 330-264-6115  
Fax: 330-262-5729

This Agreement, together with the Escrow Agent's usual conditions of acceptance will serve as escrow instructions; provided, however, that in the event of any conflict between the provisions of this Agreement and the Escrow Agent's usual conditions of acceptance, the provisions of this Agreement shall govern.

**6. CLOSING**

The closing (herein referred to as "Closing", "Day of Closing", or "Date of Closing") of this transaction shall occur within thirty (30) days of the date of this Agreement at the office of the Escrow Agent.

**7. UTILITIES**

Per the terms of the Lease, Buyer shall continue to pay for all charges for utility services used or consumed at the Property until Closing.

**8. POSSESSION**

As of the date of this Agreement, Buyer has possession of the Property and shall continue to have possession until Closing, subject to the terms and conditions of the Lease.

**9. EVIDENCE OF TITLE**

Seller shall furnish to Buyer an owner's ALTA title insurance policy in the full amount of the Purchase Price and issued through the Escrow Agent guaranteeing a good and marketable fee simple title in the name of Buyer, free and clear of all liens and encumbrances except:

- (a) The lien of current taxes and assessments;
- (b) Those specifically set forth in this Agreement;
- (c) Such building and use restrictions, conditions, easements, rights of way, and leases as may exist thereon at the time of signing this Contract; and
- (d) Zoning ordinances and all legal highways.

Merchantability of title shall be determined in accordance with the standards adopted by the Ohio State Bar Association. If Seller's title is found to be defective, the defect shall be remedied within thirty (30) days. If this cannot be done, then at the option of Buyer, all funds and documents shall be returned to the parties depositing them and this contract shall be null and void.

**10. DEED**

Seller shall convey to Buyer a good and marketable title in fee simple for the Property by a recordable Fiduciary Deed free and clear from all encumbrances, except those mentioned in the preceding paragraph. Buyer shall take title in the name of "The Board of Education of Green Local School District, Wayne County, Ohio".

**11. PRORATIONS**

- A. The parties agree that taxes and assessments shall be prorated, to the Date of Closing, on a calendar year basis using the latest available rates and valuations. Thereafter, all taxes and assessments shall become Buyer's obligation as they become due and payable.
- B. The parties further agree that the rent owed by Buyer to Seller under the terms of the Lease shall be prorated to the Date of Closing.

**12. INSURANCE; DAMAGE OR DESTRUCTION OF THE PROPERTY**

Seller agrees to maintain fire and casualty insurance upon the Property until the Date of Closing and thereafter the same shall be Buyer's responsibility to maintain such insurance. If the Property covered by this Agreement shall be totally, substantially or partially damaged or destroyed by fire or other cause between the date this Agreement is signed and the Date of Closing, Buyer may (a) elect to proceed with this transaction and in such case this Agreement shall continue in effect and Buyer shall purchase the Property without any reduction in the Purchase Price but shall be entitled

to all insurance monies, if any, payable to Seller under any and all policies of insurance covering the Property so damaged or destroyed, or (b) elect to rescind this Agreement in which event all parties hereto shall be released from all liability hereunder and this Agreement shall thereupon become null and void and Seller shall return any down payments to Buyer. In the event any casualty occurs to the Property, Seller shall immediately thereafter notify Buyer in writing of such damage. If Buyer elects to rescind this Agreement, Buyer shall so notify Seller in writing within thirty (30) days after Buyer has received written notice from Seller of the occurrence of such damage to the Property. Failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.

### 13. **EXPENSES**

In the Closing of this transaction, Seller shall be responsible to pay the following expenses:

- A. The cost of surveying and the preparation and filing of the plat for the Property;
- B. The cost of preparing this Agreement;
- C. The cost of preparing the Fiduciary Deed of conveyance;
- D. Transfer tax assessed by the county auditor;
- E. The cost of discharging any liens upon the Property;
- F. One-half (1/2) of the cost of the ALTA Title Insurance Policy, including the title examination, commitment and premium; and
- G. One-half (1/2) of the closing fees (escrow and closing statement).

In the Closing of this transaction, Buyer shall be responsible to pay the following:

- A. The cost of recording the Fiduciary Deed of conveyance;
- B. Any costs involved in obtaining financing or recording a mortgage;
- C. One-half (1/2) of the cost of the ALTA Title Insurance Policy, including the title examination, commitment and premium; and
- D. One-half (1/2) of the closing fees (escrow and closing statement).

### 14. **BROKER**

Each of the parties hereto agrees that no broker was involved in this transaction, and each agrees to save the other harmless from any claim for broker's fees from any broker claiming through them.

**15. INSPECTION OF THE PROPERTY**

Buyer acknowledges that he had the opportunity to inspect the Property and that he has availed himself of that opportunity to the extent he desires. With respect to the Property's condition, value, character, size, and improvements, if any, Buyer is relying solely upon such inspection and agrees that he is purchasing the Property in its present "as is" condition.

**16. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same agreement.

**17. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties. There are no representations, oral or written, relating to the Property involved or to this transaction which have not been incorporated herein. No amendment or change may be made to this Agreement except in writing duly executed by all parties.

**18. BINDING EFFECT**

This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns or nominees of the parties hereto, provided Buyer shall not transfer or assign this Agreement without first having obtained the expressed written consent of Seller.

**19. TIME OF THE ESSENCE**

It is expressly agreed that time shall be of the essence of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have hereunder set their hands the day and year first written above.

**SELLER**

\_\_\_\_\_  
Ellen G. Keith, Trustee of the  
Ellen G. Keith Revocable Trust  
dated June 13, 2001

Date: \_\_\_\_\_

**BUYER**

Board of Education of  
Green Local School District  
Wayne County, Ohio

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

SUMMIT STREET (40')

WILSON AVE.

CENTER STREET R/W VARIES

RACEDON BLVD

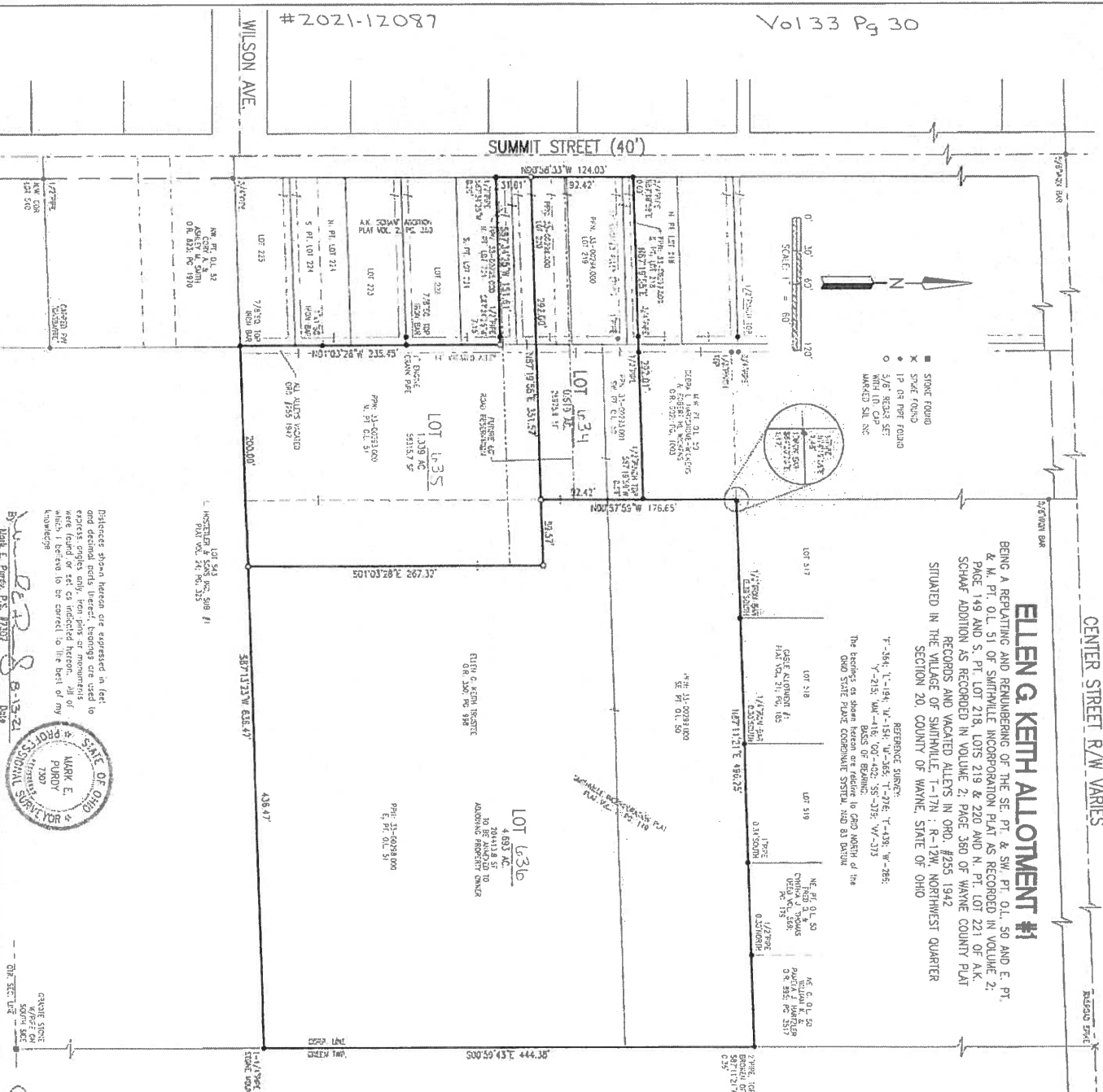
ELEEN G. KETH ALLOTMENT #1

BEING A REPLACING AND RENUMBERING OF THE SE. PT. & SW. PT. O.L. 50 AND E. PT. & M. PT. O.L. 51 OF SMITHVILLE INCORPORATION PLAT AS RECORDED IN VOLUME 2, PAGE 149 AND S. PT. LOT 218, LOTS 219 & 220 AND N. PT. LOT 221 OF A.K. SCHWAF ADDITION AS RECORDED IN VOLUME 2, PAGE 360 OF WAYNE COUNTY PLAT RECORDS AND VACATED ALLEYS IN ORD. #255, 1942 SITUATED IN THE VILLAGE OF SMITHVILLE, T-17N; R-12W, NORTHWEST QUARTER SECTION 20, COUNTY OF WAYNE, STATE OF OHIO

REFERENCE SURVEY: F-384; T-194; U-154; W-364; T-274; T-438; W-786; Y-215; WM-418; OY-422; SS-215; W-213 The bearings as shown herein are recorded in the Ohio State Plane Coordinate System, and as shown



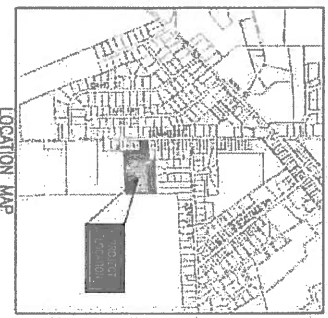
- STAKE FOUND
- ✕ STAKE FOUND
- 1/2 OR MORE FOUND
- 5/16 REBAR SET
- WIRE TO CORNER
- MARKED SET BACK



Distances shown hereon are expressed in feet and decimal parts thereof, bearings are used to express angles only, iron pins or monuments were found on lot corners indicated hereon. It is the duty of the surveyor to locate the corners of any knowledge.



GROUP STAKE SURVEY SET



Sheet 11

NOTE: SIGN ONLY IN BLACK INK. PRINT NAME ENGLISH ALPHABET.

Know all men by these presents that I the undersigned Owner of the land shown on this plat have caused the same to be surveyed and reported on shown and do hereby certify that the same is true and correct and that the same was her own free act and deed.

Witness my hand this 22nd day of September, 2021.

(SIGNED) Eileen G. Keth

STATE OF OHIO  
COUNTY OF WAYNE, SS

Before me, a Notary Public, in and for said county and state, personally appeared the above named Eileen G. Keth, known to me to be the person whose name and true name are on the foregoing plat and that the same was her own free act and deed.

Approved by the Village at Smithville this 1st day of September, 2021

(SIGNED) Virginia Williams  
Village Engineer

(SIGNED) Todd Poulos  
Village Clerk

(SIGNED) Mark E. Proudy  
Surveyor

ADDITIONAL RECORDERS: 1802

DATE: 9-10-21 AT: 9:13  
PLAT NO.: 2021-17087  
PAGE: 30

SHAFER, JOHNSTON, LICHTENVALETER & ASSOCIATES, INC. Consulting Engineers & Surveyors

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