

**AMENDMENT TO AGREEMENT FOR SALE
OF REAL ESTATE AND RIGHT OF FIRST REFUSAL**

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This Amendment to Agreement for Sale of Real Estate and Right of First Refusal ("Amendment") is made on the ___ day of December, 2016, by and between the Celina City School District Board of Education ("Buyer"), 585 East Livingston, Celina, Ohio 45822, and Brenda S. Fishbaugh ("Seller"), 7741 State Route 703, Celina, Ohio 45822, and hereby amends and supplements the Agreement for Sale of Real Estate and Right of First Refusal ("Agreement").

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the Buyer and the Seller do agree to the following amendments and modifications of the Agreement. Only those sections outlined below are amended and all other sections remain in full force and effect.

1. Existing Section 1, Description of Property, shall be modified as the parties have not yet subdivided the Property, as defined in Section 1 of the Agreement, to create the fifteen (15) acre parcel that is the subject of the Agreement. Accordingly, the parties agree the subdivision of the Property will occur subsequent to this Amendment and prior to Closing.
2. Existing Section 2, Purchase Price and Payment, is deleted in its entirety, and replaced with the following:

Purchase Price and Payment. The purchase price for the Property, which includes consideration for the right of first refusal set forth in Section 6 below, shall be Eighteen Thousand Five Hundred and 00/100 Dollars (\$18,500.00) per acre purchased, for a total purchase price of Two Hundred Seventy-Seven Thousand Five Hundred and 00/100 Dollars (\$277,500.00) ("Purchase Prices"), payable as follows:

- a. A down payment of One Hundred Thirty-Eight Thousand Seven Hundred Fifty Dollars and 00/100 (\$138,750.00) ("Down Payment"), shall be paid on or before December 30, 2016.
- b. This Down Payment 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, or if the Buyer does not purchase the Property pursuant to Sections 4, 11, or 13, set forth herein.
- c. The full remaining balance of the Purchase Price, which is One Hundred Thirty-Eight Thousand Seven Hundred Fifty Dollars and 00/100 (\$138,750.00), shall be paid to Seller at Closing.

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- 3. Existing Section 10, Closing, is deleted in its entirety, and replaced with the following.

Closing. Closing shall take place through escrow established at the Title Company, not later than March 20, 2017. 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. The Closing shall be automatically extended if the subdivision of the Property has not been completed by March 20, 2017, until such time as the subdivision is complete.

- 4. Existing Section 13, Testing, is modified to provide the Buyer until March 20, 2017, or Closing, whichever occurs first, to determine whether the contingencies set forth in Section 13 of the Agreement are satisfied or to waive such contingencies as a condition precedent to closing. If the results of any assessments, inspections and tests are unacceptable to Buyer in its sole discretion, then Buyer retains the right terminate the Agreement and this Amendment by giving notice to Seller and is entitled to the return of the down payment.
- 5. Effect of Amendment. Except as modified by this Amendment, all other terms of the Agreement for Sale of Real Estate and Right of First Refusal remain unchanged, and are in full force and effect.
- 6. Effective Date. This Amendment is effective on the date first set forth above.

SELLER:

BUYER:

BRENDA S. FISHBAUGH

**CELINA CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

Brenda S. Fishbaugh

President

Superintendent

Treasurer

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