

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

This Agreement for Sale of Real Estate and Right of First Refusal ("Agreement") is entered on the 8th day of ~~May~~^{JUNE}, 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.

1. Description of Property. The Property consists of approximately fifteen (15) acres of the twenty-four and one-half (24.5) acres of land located at 7741 State Route 703, Celina, Ohio 45822. The Permanent Parcel Number of the Property is 26-141600.0100. 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.
 - a. Upon the successful passage of the Levy (as defined in Section 3 below), the Property will be subdivided to create the fifteen (15) acre parcel that is the subject of this Agreement. Buyer will pay any expenses associated with the subdivision. The location of the fifteen (15) acre parcel will be mutually agreed upon by the parties and will include six hundred twenty-five (625) feet of frontage along S.R. 703.
 - b. If the parties cannot come to a mutual agreement regarding the land that will be subdivided into the fifteen (15) acre parcel for purchase, Buyer may elect not to purchase the Property.
 - c. Buyer may, at its discretion, purchase up to an additional two (2) acres from Seller, to create up to a seventeen (17) acre parcel.

2. 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, 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 interest-free escrow to be established at a Title Company to be mutually agreed upon by the parties. 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, or if the Buyer does not purchase the Property pursuant to Sections 3 or 4 below.
 - b. The full remaining balance of the purchase price shall be paid to Seller at closing.

3. Levy. The purchase of the Property is contingent upon Buyer, as the fiscal agent of the Tri Star Career Compact ("Compact"), passing a levy ("Levy") between August 1, 2016

and December 31, 2017, to fund the purchase of the Property. If the Levy does not pass or if the Levy funds cannot be used to purchase the Property for any reason, Buyer may elect not to purchase the Property. This Agreement shall terminate on December 31, 2017.

4. Zoning. The purchase of the Property also is contingent upon Buyer obtaining a conditional use permit and the Property being rezoned so that Buyer may construct and operate an educational institution upon the Property. If Buyer is unable to obtain the necessary conditional use permit and/or rezone the Property, Buyer may elect not to purchase the Property.
5. Use of Property. The Property shall, for a period of twenty (20) years from the date of this Agreement, be used by Buyer's successors and assigns, including but not limited to the Compact and its member school districts, for educational purposes. Any activity conducted by an educational institution or organization, regardless of whether it is an elementary, secondary, or post-secondary educational institution or organization, shall be considered an educational purpose within the meaning of this Section 5. Notwithstanding the foregoing, the Property may be used by any third-party authorized by Buyer, the Compact, or a member school district.
 - a. Buyer retains the right to sell the Property to another educational institution or organization during the twenty (20) year period set forth in this Section 5.
 - b. In the event of a violation of this Section 5, Buyer shall pay to Seller Two Hundred Seventy-Seven Thousand Five Hundred and 00/100 Dollars (\$277,500.00) as full, complete, and final liquidated damages for such violation. The parties hereby agree that it would be difficult or impossible to ascertain the damages accruing to Seller as a result of a violation of this Section 5, and agree that such liquidated damages are a reasonable estimate thereof and not a penalty. The parties further agree that the liquidated damages set forth in this Section 5 shall be Seller's sole remedy for such a violation.
 - c. The restriction set forth in this Section 5 shall automatically terminate at the conclusion of the twenty (20) year period set forth in this Section.
6. Right of First Refusal for Remaining Property. Buyer shall have a right of first refusal to purchase the remaining property located at 7741 State Route 703, Celina, Ohio 45822 and identified as Permanent Parcel No. 26-141600.0100, which is owned by Seller and comprises the remainder of the original twenty-four and one-half (24.5) acre parcel following the purchase that is the subject of this Agreement ("Remaining Property").
 - a. If Seller desires to sell the Remaining Property to an individual other than a family member, Seller shall first offer it for sale to Buyer for a period of thirty (30) days before offering it for sale to a third party.

- b. If Seller receives a bona fide offer from a third party to purchase the Remaining Property, which offer Seller shall desire to accept, Seller shall notify Buyer and provide Buyer with a copy of such offer, and Buyer shall have the right for a period of thirty (30) days to purchase the Remaining Property upon the same terms and conditions as contained in such offer. If Buyer exercises its right of first refusal to purchase the Remaining Property, it shall give written notice thereof to Seller within the thirty (30) day period, failing which Seller shall have the right to sell the Remaining Property to the third party, but only at the price and on the terms and conditions contained in the offer.
 - c. Any sale or transfer of the Remaining Property by Seller shall be null and void unless and until Seller has fully complied with the foregoing requirements. Without limiting Buyer's rights hereunder, this right of first refusal shall run with the land and shall bind Seller and Seller's heirs, devisees, representatives, successors, and assigns.
- 7. Recognition of Family Farm. Buyer shall maintain a plaque or other memorial item on the Property, which shall indicate that the Property was the Fishbaugh Family Farm. The specifications of said plaque or memorial item, as well as its location, shall be within the sole discretion of Buyer.
- 8. Payment for Crops. If, at the time of closing, Seller has planted crops that Seller wishes to harvest, Buyer shall not begin construction on the Property until after Seller has harvested the crops. If Buyer wishes to commence construction before Seller is able to harvest the crops, Buyer shall compensate Seller for the lost crops at the fair market value of such crops.
- 9. Boundary. Buyer shall construct a boundary along the perimeter of the Property that abuts the Remaining Property. Buyer has the sole discretion to determine the location and type of boundary, which may include, but is not limited to, the following: mounding; screening; fencing; trees; or other plants. Buyer is not required to construct a boundary along the perimeter of the Property that does not abut the Remaining Property.
- 10. Closing. Closing shall take place through escrow established at the Title Company, not later than sixty (60) days after passage of the Levy. 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.
- 11. 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.

- 12. 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.
- 13. Testing. The following are contingencies which must be satisfied or waived by Buyer within sixty (60) days after the Levy 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 and is entitled to the return of any deposits.
 - b. Buyer may conduct other tests and inspections of the Property, including but not limited to any environmental assessments that Buyer considers 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 passage of the Levy. 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 and is entitled to the return of any deposits.

- 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.
- 14. 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.
- 15. 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. 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. Until closing, all risk of loss associated with the Property rests with Seller.
- 16. 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.
 - 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

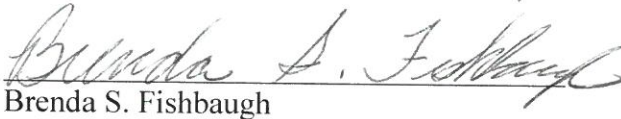
fact or omits or will omit a material fact necessary to make the statements contained therein not misleading.

- q. Each of the representative warranties set forth in this Section 16 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.
17. 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.
18. 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.
19. 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 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 and Buyer shall be entitled to the return of any deposits.
20. 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 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, Jacqueline Walsh Brickman, at Pepple & Waggoner, 5005 Rockside Road, Suite 260, Cleveland, Ohio 44131.
21. 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.
22. 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.
23. Nonmerger. This Agreement shall survive all documents of closing and all covenants contained herein shall be enforceable after closing.

24. 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:

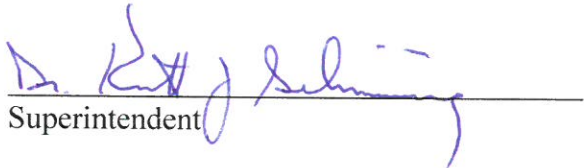
BRENDA S. FISHBAUGH


Brenda S. Fishbaugh

BUYER:

**CELINA CITY SCHOOL DISTRICT
BOARD OF EDUCATION**


President


Superintendent


Treasurer

STATE OF OHIO)
)
COUNTY OF MERCER) SS.

BEFORE ME, a Notary Public in and for said County and State, personally appeared Brenda S. Fishbaugh, who acknowledges that she did sign the foregoing Agreement on her own behalf, and that the same is her own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal at Celina, Ohio this 31st day of May, 2016.



STEVEN P. MIELKE
ATTORNEY AT LAW
Notary Public • State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

Steven P. Mielke

NOTARY PUBLIC

STATE OF OHIO)
)
COUNTY OF MERCER) SS.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the Board of Education of the Celina City School District, by Bill Sell, its President, Dr. Kenneth J. Schmiesing, its Superintendent and Mick Davis, its Treasurer, who acknowledged that they did sign the foregoing instrument for and on behalf of said Board, being thereunto duly authorized, and that the same is their free act and deed individually and as such officer and the free act and deed of said board.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal at Celina, Ohio this 8th day of June, 2016.



JENNIFER L. AUKERMAN
Notary Public, State of Ohio
My Commission Expires
February 6, 2018

Jennifer L. Aukerman

NOTARY PUBLIC