

REAL ESTATE PURCHASE AND SALE AGREEMENT

(formerly Country View Haven, R-858 County Road 15, Napoleon, Ohio)

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2017 ("Effective Date") by and between the Board of Henry County Commissioners, a political subdivision of the State of Ohio ("Seller"), and _____ ("Purchaser"). (Seller and Purchaser are each sometimes referred to herein as a "party" to this Agreement and collectively referred to herein as "parties" to the Agreement.)

PRELIMINARY STATEMENT

Seller is the owner of certain real property and certain improvements thereon situated in the County of Henry, State of Ohio, and is willing to sell such real property to Purchaser, and Purchaser is willing to purchase such real property from Seller, upon the terms and conditions hereinafter set forth.

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

1. Property: As used herein, the "Property" refers to that certain real property owned by Seller comprising approximately 5.721-acre parcel of real property and located at R-858 County Road 15 in the City of Napoleon, Henry County, Ohio, and commonly known as the site of the former Country View Haven, including the main building and all other improvements and fixtures presently located thereon.

2. Deposit: Purchaser shall make a non-refundable deposit of ten thousand dollars (\$10,000) on the Effective Date.

3. Purchase Price: Subject to the terms, provisions and conditions set forth herein, Seller hereby agrees to sell the Property to Purchaser, and Purchaser hereby agrees to purchase the Property from Seller for the sum of _____ (\$ _____) (the "Purchase Price") and other good and valuable consideration set forth herein.

4. As-Is Sale: The Seller is making no representations or warranties whatsoever regarding the Property or any part thereof, including, without limitation, the zoning applicable thereto, the propriety of any proposed uses or the continuation of uses thereof, former or present, or the state of title or physical condition of the Property. The Property is being sold "AS IS, WHERE IS." Upon the Closing, Purchaser shall assume all obligations and liabilities with respect to the Property and its condition, and Seller shall have no further obligations whatsoever with respect to the Property, except as expressly provided in this Agreement.

5. Inspection Period: With Seller's prior, express and written consent or approval, Purchaser can access the Property accompanied by a representative of Seller prior to

Closing to conduct tests, studies, inspections, investigations and other examinations. No construction or demolition of the Property will be permitted prior to Closing.

6. Closing, Conveyance and Possession: At Closing, Seller shall convey title to the Property in fee simple by transferable and recordable limited warranty deed. The Closing of the sale and conveyance of the Property shall occur at the Seller's office within thirty (30) days or sooner after the Effective Date (the "Closing"). At Closing, the Purchase Price (less the deposit and subject to any credits or other adjustments provided for herein), shall be delivered by Purchaser in cash or by cashier's check to the Seller simultaneously with Purchaser's receipt of the deed described herein. Purchaser shall pay the cost of recording the deed at Closing. The transaction is not anticipated to require payment of any conveyance fee based on Seller's status as a political subdivision. The conveyance under the deed shall be subject to: (a) public alleys, rights-of-way, and legal highways; (b) conditions, easements, and restrictions of record; (c) zoning ordinances and regulations; (d) any property taxes and assessments not yet due and payable; (e) any encroachments onto or from the Property into adjacent rights-of-way or other areas; and (f) the following covenants and conditions, which shall be incorporated into the deed:

Purchaser shall covenant and agree to complete, on or before the date that is five (5) years after the date on which the deed which transfers the Property from Seller to Purchaser is recorded (the "Completion Date"), a renovation to the main building on the Property (collectively, the "Renovation Work") such that a certificate of occupancy ("CO") has been issued for the main building on the Property by the appropriate governmental authority, agency, entity or department charged with issuing COs (the "CO Condition"). In addition, the Property must be used for a commercial purpose. Therefore, the Property cannot be used as a single-family residence, but it could be used for a bed-and-breakfast, for example. In the event that Purchaser does not meet the CO Condition, then Seller shall demolish the main building which has not been issued the required CO (the "Demolition"), with such Demolition to occur in a good and workmanlike manner, consistent with all applicable laws. Upon such timely satisfaction of the CO Condition or after the Demolition, whichever is applicable, the covenants hereunder shall terminate. The foregoing covenants are intended to: (i) be perpetual, (ii) run with the land, (iii) bind the Purchaser and Purchaser's successors and assigns, inclusive of all successors to whom title to the Property may be transferred, and (iv) be enforceable personally by Seller, its successors and assigns, and by the general public, including taxpayers of Henry County, by specific performance, by injunctive relief, and/or by any other remedy available at law or in equity, with all costs and expenses of enforcement (including attorney fees and costs) to be paid by the Purchaser. Seller shall have no obligation, however, to enforce the covenants set forth herein. The covenants and conditions under this paragraph shall be memorialized of record in the deed conveying the Property to Purchaser at Closing.

7. Indemnification: Seller shall be indemnified by Purchaser and held harmless for any future legal issues related to Seller's enforcement of the covenants and conditions in Section 6 above. Further, Seller shall be indemnified by Purchaser and held harmless from and against all liabilities that may arise from the Purchaser's ownership, possession, occupancy, use, renovation and Demolition of the Property.

8. Prorations: Seller will pay utility charges (if any) with respect to the Property through the date of Closing. Inasmuch as the Property is presently exempt from taxation, there will be no proration of or credit for real estate taxes at Closing. However, installments of special assessments payable with respect to the Property, if any, will be apportioned on a due-and-payable basis, with Seller paying only those assessments imposed on the Property that are payable prior to the date of Closing.

9. Notices: All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed sufficiently given when personally delivered or when deposited in the United States mail, postage prepaid, certified or registered, or when delivered to a nationally recognized overnight courier service with guaranteed next business day delivery and addressed as follows (or to such other person, or to such other address, of which any party hereto shall have given written notice as provided herein):

IF TO SELLER: Henry County Board of Commissioners
Attention: Clerk
1853 Oakwood Avenue
Napoleon, OH 43545
Telephone: (419) 592-4876
Facsimile: (419) 592-4016

WITH A COPY TO: Gwen Howe-Gebers
1853 Oakwood Avenue, Box 3
Napoleon, OH 43545
Telephone: (419) 591-3091
Facsimile: (419) 592-4016

IF TO PURCHASER: Name: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
Facsimile: _____

WITH A COPY TO: Name: _____
(IF NECESSARY) Street Address: _____
City, State, Zip: _____
Telephone: _____
Facsimile: _____

10. As further consideration for the purchase of this Property, Purchaser and Seller covenant and agree as follows:

(a) To complete the Renovation Work such that a CO has been issued for the main building, on the Property on or before the Completion Date, true, accurate and complete copies of which CO shall be provided by Purchaser to Seller.

(b) If the CO Condition has not been met by the Completion Date, then:

i. Seller shall demolish the main building;

ii. Such Demolition shall occur in a good and workmanlike manner, consistent with all applicable laws.

iii. In the event that Purchaser is unable to meet the CO Condition for the main building on the Property resulting in the need for Demolition of the main building on the Property, then all right, title and interest in and to the Property shall automatically revert to the Seller, its successors and assigns.

iv. Purchaser's obligations and duties under the terms, conditions and covenants of this Agreement are enforceable personally by Seller, its successors and assigns, and by the general public, including taxpayers of Henry County, by specific performance, by injunctive relief, and/or by any other remedy available at law or in equity, with all costs and expenses of enforcement (including attorney fees and costs) to be paid by the Purchaser. Seller shall have no obligation, however, to enforce the terms, conditions and covenants set forth herein.

11. Miscellaneous:

(a) Agreement Binding: This Agreement shall be binding upon and shall inure to the benefit of each party to this Agreement and their respective successors and assigns.

(b) Survival of Agreement/No Merger: All rights, duties, options, representations, warranties, covenants and conditions of each party contained in this Agreement or contained in any other document executed by one or more parties to this Agreement to affect the transaction herein intended, shall survive the Closing and shall remain in full force and effect after the Closing and shall not be deemed to have merged with the deed of conveyance in this transaction.

(c) Headings and Captions: The several headings and captions of the Sections and Subsections used herein are for convenience or reference only and shall, in no way, be deemed to limit, define or restrict the substantive provisions of this Agreement.

(d) Counterparts: Facsimile or e-mailed signatures appearing hereon shall be deemed an original and this Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

(e) Entire Agreement: This Agreement constitutes the entire agreement with respect to the purchase and sale of the Property, superseding any prior or contemporaneous agreement with respect thereto. No amendment or modification of this Agreement shall be binding upon the parties unless in writing, executed in the same manner as this Agreement.

(f) Governing Law: This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Real Estate Purchase and Sale Agreement as of the Effective Date.

PURCHASER:

Name: _____

By: _____

Printed: _____

Its: _____

and

SELLER:

BOARD OF HENRY COUNTY
COMMISSIONERS, a political subdivision
of the State of Ohio

Robert E. Hastedt, Commissioner

Thomas H. Von Deylen, Commissioner

Glenn A. Miller, Commissioner

Country View Haven Monthly Expenses

Vendor	Cost	Description
Industrial Fluid Management IFM)	\$ 820.00 Monthly	Technical Supervision Wastewater Package Plant
Guardian Alarm	\$ 342.87 Monthly	Sprinkler Alarm Billing for Monitoring, Maintenance & Service
Schindler Elevator	\$ 346.90 Monthly	Maintenance of Elevator
City of Napoleon	\$ 3,000.00 average	Monthly Water & Electric
Cemtury Link	\$ 81.94 montly	Line for Guardian to monitor Sprinkler System
Ohio Gas	\$ 1,700.00 average	Monthly Heat for Building
Cummins Bridgeway	\$ 646.93 Yearly Cost	yearly PM on Generator
Ohio Department of Commerce Division of Industrial Compliance	\$ 53.25 yearly	Boiler Certification with State of Ohio