

**CONDITIONS OF SALE
OF CERTAIN PROPERTY
BY THE BOARD OF EDUCATION
OF THE LAKEWOOD CITY SCHOOL DISTRICT**

The Board of Education of the Lakewood City School District, Ohio (the "Board"), has published notice at least 30 days in advance that property will be offered for sale commencing at 4:00 p.m., (EST), on Tuesday, April 25, 2017, in the Board office at 1456 and 1470 Warren Road, Lakewood, Ohio 44107. No persons shall be permitted to enter the sale proceedings after 4:00 p.m. (EST). The conditions of sale, in accordance with and subject to which all bids shall be received and all sales shall be made, are:

1. The property to be offered for sale is described in Exhibit A attached hereto and including improvements thereon and is known as 1456 and 1470 Warren Road, Lakewood, Ohio (Permanent Parcel No: 314-04-019) (the "Property"). A tour of the Property shall be conducted on March 31, 2017, at 9:30 a.m. (EST). The tour shall be directed by Jim Reitenbach, Executive Director of Operations and Construction for the Lakewood City Schools. Office: 216-529-4326 or Jim.Reitenbach@lakewoodcityschools.org.

2. The Board makes no representation whatsoever regarding the Property including, without limitation the matters described above, the zoning applicable thereto, the propriety of any proposed uses thereof or the continuation of uses thereof former or present or the title thereto or the physical or sub-surface condition thereof. By submitting a bid for the Property, each bidder acknowledges that (a) the bidder is bidding for the Property "as is," (b) the buildings may contain asbestos or other hazardous materials or substances, and (c) the Board shall not be responsible for any injury or damage arising from the physical or sub-surface condition of the Property.

3. The Board will transfer title to the Property to the highest bidder or the highest bidder's nominee by quitclaim deed. If the highest bidder wishes to designate a nominee to be named in the deed, the highest bidder shall do so by written notice thereof (identifying the nominee) on or before the 10th day prior to the date of Closing as noted below.

4. The highest bidder at the auction for the Property must deposit with the Treasurer of the Board following the completion of the bidding, cash or a certified or cashier's check payable to the Board, in the amount of ten percent (10%) of the bid/purchase price (the "Deposit"), as security that the payment of the purchase price for the Property will be made in accordance with the bid, if the bid is accepted. The Deposit must be made by Noon on Wednesday, April 26, 2017. The Deposit will be forfeited as agreed-upon liquidated damages upon failure of the highest bidder to perform; otherwise, the Deposit shall be applied to the purchase price for the Property at Closing. No interest will be paid on the Deposit.

5. All bids shall be unconditional. The minimum acceptable bid shall not be less than Eight hundred and fifty-thousand and 00/100 Dollars (\$850,000). The minimum acceptable bid increments shall not be less than Twenty-Five Thousand and 00/100 Dollars (\$25,000). The highest bid shall be reduced to writing, immediately upon completion of the bidding, on an offer

form to be provided by the Board, in the form attached hereto as Exhibit B, and immediately delivered to the Treasurer of the Board. The highest bidder must state on that form the full name of each individual and corporation, partnership or other entity interested in the bid. The Board reserves the right to reject any or all bids and to waive any or all informalities.

6. The highest bidder for the Property at the auction may not withdraw such bid for a period of sixty (60) days following the date of the public auction during which period the Board shall have the right to accept or reject such highest bid. The Board shall not be obligated to sell the Property until a resolution accepting the highest bid for the Property is adopted by the Board. It is presently anticipated that the Board will consider and either accept or reject the highest bid at its next regularly scheduled meeting or such earlier special meeting. In addition, the Board reserves the right to withdraw from the sale for any reason whatsoever at any time prior to the Closing Date.

7. The transactions involving purchase and sale of the Property will be completed no later than sixty (60) days following the date of the public auction, or on such earlier date as both parties agree, at 10:00 a.m., local time, at the Board's offices, or at such other location as the parties shall mutually agree upon (the "Closing"). It should be noted that the Board anticipates that it will be in a position to close on an earlier date. Such transaction shall be completed by payment of the balance of the purchase price to the Board in cash or other immediately available funds and by delivery to the highest bidder of a duly executed quitclaim deed conveying the Property purchased to the highest bidder or the highest bidder's nominee. The purchase and sale transaction shall be completed using services of the Title Company (hereinafter defined) as escrow agent. All costs and escrow fees associated with escrow shall be paid by the highest bidder. The highest bidder shall pay the cost of recording the deed and other documents recorded in connection with the purchase and sale of the Property.

8. The highest bidder may, at its sole cost and expense, obtain from First American Title Insurance Company, 1660 West 2nd Street, Suite 700, Cleveland, Ohio 44113, Attn: Kimberly Campbell (the "Title Company") a commitment to issue an ALTA Owner's Policy of Title Insurance in an amount equal to the purchase price (the "Title Policy"). In any event, with respect to all matters affecting title to the Property, and any liens or encumbrances affecting the Property, the highest bidder acknowledges and agrees that the highest bidder is relying solely upon the Title Policy.

9. All risk of damage to or loss of any of the buildings or improvements on the Property shall be borne solely by the highest bidder from and after the Board's acceptance of the highest bidder's bid.

10. The Board will pay utility charges relating to the Property up to, but not including, the date of Closing. Inasmuch as the Property is presently exempt from taxation, there will be no proration of real estate taxes. Installments of special assessments, if any, which are a lien against the Property on the date of Closing, shall be prorated as of that date on the basis of a 360-day year and the amounts shown on the then latest available County Auditor's tax duplicate.

11. The Board reserves the right to remove from the Property, and thereby not include in the conveyance thereof any and all movable equipment, furniture, draperies and carpeting (including padding), and other personal and fixtures, whether affixed to the Property or the structures located on the Property or otherwise, including, but not limited to: desks, chairs, tables

and other removable equipment; items being stored; bells; window shades and drapery hardware; fire extinguishers; clothing racks and hanger bars; floor mats; window air conditioning units; kitchen equipment; food processors; flyers, coolers, steamers, communications equipment; antennae; bookcases, cabinets and shelves; mailboxes; light posts and fixtures; signs; lockers; key cabinets and keyboards; air compressor equipment; telephones and telephone-switching equipment; data processing and transmission facilities; computer networks; and storage cabinets. The Board shall cause such of the foregoing as it may wish to retain to be removed from the Property prior to the Closing date. If the Board fails to remove any such item prior to the Closing date, those items remaining on the Property shall be included as part of the Property sold and conveyed to the highest bidder and the Board waives any right to thereafter remove those items from the Property and the highest bidder agrees to accept them.

12. THE HIGHEST BIDDER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE HIGHEST BIDDER WILL HAVE, AS OF THE CLOSING DATE, THOROUGHLY INSPECTED AND EXAMINED THE STATUS OF TITLE TO THE PROPERTY AND THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE HIGHEST BIDDER IN ORDER TO ENABLE THE HIGHEST BIDDER TO EVALUATE THE PURCHASE OF THE PROPERTY. THE HIGHEST BIDDER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, THE HIGHEST BIDDER IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PHYSICAL CONDITION OF THE PROPERTY BY THE HIGHEST BIDDER AND THAT THE HIGHEST BIDDER IS PURCHASING, AND AT CLOSING WILL ACCEPT, THE PROPERTY ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES AND/OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE; EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT. THE HIGHEST BIDDER ACKNOWLEDGES THAT THE BOARD HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE THE PROPERTY.

13. The highest bidder, on behalf of itself and all future owners and occupants of the Property, hereby waives and releases the Board from any claims for recovery of costs associated with conduct of any voluntary action or any remedial responses, corrective action or closure under any applicable federal, state or local environmental laws. Environmental Laws (hereinafter defined). For purposes of these Conditions of Sale, the term "Environmental Laws" shall include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended from time to time; and any similar federal, state and local laws and ordinances and the regulations and rules implementing such statutes, laws and ordinances.

14. All inquiries should be directed to Jim Reitenbach, Executive Director of Operations & Construction for the Lakewood City Schools. Office: 216-529-4326; e-mail: jim.reitenbach@lakewoodcityschools.org; Any notice to the Board shall be delivered in person or mailed, postage prepaid, to the Board at 1456 and 1470 Warren Road, Lakewood, Ohio 44107, Attention: Jim Reitenbach, Executive Director of Operations & Construction. Notices to the Board shall be deemed to have been given upon receipt thereof.

15. The Board reserves the right to amend and supplement these Conditions of Sale at any time prior to the public auction referred to above.

EXHIBIT A

Parcel 1

Situated in the City of Lakewood, County of Cuyahoga and State of Ohio: and known as being part of Original Rockport Township Section No. 22 and bounded and described as follows: Beginning on the Westerly line of Warren Road, 60 feet wide, at its intersection with the Northerly line of land conveyed to The Board of Education of the First Separate School District by Deed dated July 2, 1871, and recorded in Volume 191, Page 268 of Cuyahoga County Records; Thence Northerly along the Westerly line of Warren Road, to the Southeasterly corner of SubLot No. 1 in The J. E. Tegardine Subdivision, as shown by the recorded plat in Volume 29 of Maps, Page 19 of Cuyahoga County Records; Thence Westerly along the Southerly line of said SubLot No. 1 and along the Southerly line of land conveyed to The Cleveland Railway Company, by Deed dated March 19, 1925, and recorded in Volume 3239, Page 190 of Cuyahoga County Records, about 206.89 feet to the Northeasterly corner of land conveyed to The Board of Education of Lakewood School District by Deed Dated October 4, 1906, and recorded in Volume 1051, Page 45 of Cuyahoga County Records; Thence Southerly along the Easterly line of land so conveyed to the Northwesterly corner of land conveyed to The Board of Education by the first aforesaid Deed; Thence Easterly along the Northerly line of land so conveyed to the place of beginning, be the same more or less, but subject to all legal highways.

Parcel 2

Situated in the Township of Rockport, County of Cuyahoga and State of Ohio and known as being situated in Section No. 22 in said Township bounded as follows: commencing in the center of the Alger Road, so called, at a point to wit: the south east corner of the present School House lot. Thence running west along the south line of said School House lot to the south west corner of the same. Thence south on a line with the west line of said School lot six (6) rods. Thence east parallel with said north line fourteen (14) rods to the center of said road. Thence north along the center of said road to the place of beginning containing one half acre of land be the same more or less but subject to all legal highways.

Parcel 3

Situated in the Village of Lakewood, County of Cuyahoga and State of Ohio and known as being a part of original Rockport Tp Sect. #22 and bounded and described as follows: beginning at the north west corner of a parcel of land leased by Albert Wagar to The Board of Education of the Township of Rockport by lease dated January 31, 1857 and recorded in Volume 93, page 307 of Cuyahoga County records which corner is about 471 feet south of the southerly line of Detroit Street and about 233.30 feet westerly from the center line of Warren Road thence south 89°- 30' 81.25 feet to the east line of proposed Robbins Avenue thence south 0° 19' east along said east line of proposed Robbins Avenue 258.26 feet to a point thence north 88°- 41' east 75.76 feet to the south west corner of a parcel of land conveyed by Ann Wagar widow of Albert Wagar deceased and others to The Board of Education of The First Separate School District of Rockport by deed dated July 2, 1871 and recorded in Volume 191 page 268 of Cuyahoga County Records thence north 0° 54' 55" east along the west line of said parcels of land conveyed as above 258.31 feet to the place of beginning and being further known as all of sub lots # 9, 10, 11, 12, 13 and 14 in David A. Wagar's proposed subdivision of a part of original Rockport Township Section #22, be the same more or less but subject to all legal highways.

EXHIBIT B

BID AND OFFER TO PURCHASE CERTAIN REAL PROPERTY

Pursuant to the Public Auction held on this date, the undersigned hereby bids for, and offers to purchase, the property located at 1456 and 1470 Warren Road, Lakewood, Ohio as described in the "Legal Notice" of public auction and "Conditions of Sale" as advertised on March 19 & 26, 2017 and located on the District Web-site, for a purchase price of [_____ Dollars] [_____].

The bid and offer to purchase is made in accordance with and subject to the attached Conditions of Sale, which is incorporated herein and made a part of this Bid and Offer to Purchase Certain Real Property.

The following are the full names of each individual, corporation, partnership or other association interested in this bid and offer to purchase:

Enclosed herewith is cash, a certified or cashier's check payable to the "Board of Education of the Lakewood City School District," in an amount equal to [_____] Dollars [_____] as security for faithful performance should this bid and offer to purchase be accepted by the Board of Education. The individual signing below represents that s/he has full authority to make this offer and execute this document on behalf of his/her respective parties or interests.

Printed Name of Bidder

Signature of Bidder

By: _____
Authorized Officer (if appropriate)

Dated: _____, 2017

**ACCEPTANCE OF BID AND OFFER
TO PURCHASE CERTAIN REAL PROPERTY**

The Board of Education of the Lakewood City School District accepts the above bid and offer to purchase.

Acceptance authorized by attached Resolution adopted by the Board of Education dated _____, ____ ____.

BOARD OF EDUCATION OF THE LAKEWOOD CITY SCHOOL DISTRICT

By: _____
Board President Date

By: _____
Treasurer