

750 E Riverview Ave

COMMERCIAL PROPERTY PURCHASE AGREEMENT

1. PARTIES

City of Napoleon, Ohio, a municipal corporation ("Seller") agrees to sell and convey to **Blackwood Construction Services, LLC** ("Buyer") and Buyer agrees to buy from Seller the property described below in paragraph 2.

2. PROPERTY

The approximately 3.7 acre tract of land in the City of Napoleon, Henry County, Ohio marked as "Parcels "A" and "B" on the Boundary Survey marked as Exhibit "A" and as described in Exhibits "B" and "C", all incorporated by reference into this Agreement. The Property will not include the public infrastructure or the access easement as described in Exhibit "D", which is incorporated into this Agreement by reference, said access easement specifically reserved to the Seller to be used as a public right-of-way or street.

3. CONSIDERATION

The consideration for the conveyance will be as follows:

- (a) **Purchase Price.** The total purchase price will be **Twenty-seven Thousand Nine Hundred Fifty-three and 50/100 Dollars (\$27,953.50)** to be paid in cash by Buyer to Seller at closing.
- (b) **Earnest Money.** As earnest money to bind this sale, Buyer will deposit with the City Finance Director the sum of ten percent (10%) of the total purchase price (in the form of a certified check, or cashier's check) to bind Seller's obligations under this Agreement. In the event this Contract is terminated for any reason, Seller will, in addition to any other sums to which Seller is entitled, receive the sum of the total deposited amount.

4. TITLE AND SURVEY APPROVAL

Seller will cause to be furnished to Buyer within twenty (20) days after the effective date of this Agreement, a current commitment from the Title Company showing title to the Property to be good and indefeasible and vested solely in Seller. Buyer will have ten (10) days from the date of receipt of all of the title commitment to object to any exceptions shown by giving written notice to Seller; provided that any matter not objected to by Buyer within the ten (10)-day period will be deemed to be acceptable to Buyer ("Permitted Exceptions"). Seller may, but will not be obligated to, cure the title objections, and if Seller has not cured the title objections to Buyer's reasonable satisfaction within fifteen (15) days from the date the objections are disclosed or if Seller elects not to cure the objections, then Buyer will have as its sole options the right to either terminate this Agreement or waive the objections and consummate the purchase of the Property subject to the objections, all of which will be deemed "Permitted Exceptions". Failure by Buyer to terminate this Agreement within five (5) days after Seller's fifteen (15)-day cure period will constitute Buyer's waiver of any objections, and the uncured objections will be deemed Permitted Exceptions.

5. PROPERTY CONDITION; INSPECTION

Buyer accepts the Property in its present condition. Buyer will have the right to a reasonable inspection of the Property which will occur for the thirty (30)-day period after the effective date of

this Agreement ("Feasibility Period"). Should Buyer be dissatisfied with the inspection provided in this Agreement, Buyer may, by written notice given to Seller within the thirty (30)-day period, terminate this contract without obligation. Failure by Buyer to terminate this Agreement prior to the expiration of the Feasibility Period will constitute Buyer's acceptance of the Property in its "as-is" "where-is," "with all faults" condition. Buyer will hold harmless and indemnify Seller from and against any and all claims, causes, damages, liability and related expenses arising out of or related to the inspection of the Property by Buyer or Buyer's employees, agents or contractors, including but not limited to environmental inspections. This provision will survive closing.

6. CLOSING

The closing will be on the later to occur of the expiration of fifteen (15) days after the expiration of the Feasibility Period.

7. POSSESSION

The possession of the Property will be delivered to Buyer at closing.

8. CLOSING DOCUMENTS

The following documents will be signed and delivered at Closing:

- (a) Deed. Seller will execute and deliver to Buyer a Warranty Deed conveying good and indefeasible title to the Property subject to the Permitted Exceptions.
- (B) Title Policy. At Buyer's expense the Title Company will issue an Owner's Policy of Title Insurance in the form promulgated by the State of Ohio guaranteeing Buyer's title to be good and indefeasible subject only to (1) any shortages in area or boundary lines; (2) taxes for the current and subsequent years and subsequent assessments for prior years due to a change in land usage or ownership; (3) existing building and zoning ordinances; (4) rights of parties in possession; (5) liens created or taken subject to as security for this sale consideration including any wrap notes or underlying mortgages and deeds of trust; (6) utility easements common to the platted subdivision of which this Property is a part; and (7) reservations or other exceptions permitted by the terms of this contract, including the Permitted Exceptions. No environmental guarantee.

9. SALES EXPENSES TO BE PAID IN CASH AT OR PRIOR TO CLOSING

- (a) Seller's Expense. Seller will pay at closing tax statements and other expenses stipulated to be paid by Seller under other provisions of this Agreement.
- (b) Buyer's Expenses. Buyer will pay at closing recording fees for the Deed and expenses stipulated to be paid to Buyer under other provisions of this Agreement.
- (c) Prorations and Taxes. Proration of taxes will be made on the basis of taxes assessed in the previous year.

If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes for periods prior to closing, any additional taxes will be the obligation of the Buyer and such obligation will survive closing. If Seller's change in use of the Property prior to closing results in the assessment of additional taxes for periods prior to closing, any additional taxes will be the obligation of Seller, and such obligation will survive closing.

10. REPRESENTATIONS: BUYER AND SELLER, AS APPLICABLE, REPRESENT THAT:

- (a) Liens. As of the Closing Date, there will be no unrecorded liens, assessments or Uniform Commercial Code Security Interests against any of the Property which will not be satisfied out of the Sales Price, other than the lien for property taxes not yet due or payable. If any representation above is untrue on the Closing Date this Agreement may be terminated by Buyer.
- (b) Operation of Property & Damages. From and after the effective date of this Agreement and until the Closing, Seller will (i) maintain and keep the Property in at least as good a repair, condition and working order as it is at this time and complete in a workmanlike manner any repairs now in progress reasonable wear, tear and casualty loss excepted. Buyer agrees to substantially do all things as asserted in its "Development and/or Use Plan" marked as Exhibit "E" incorporated into this Agreement by reference thereto. In the event Buyer fails to timely perform under its "Development and/or Use Plan" Buyer shall pay to Seller, damages, being the difference between the purchase price as stated in this Agreement and the highest valid bid price received by the Seller at time of receiving bids in regard to this sale. The damage provision is inserted in this Agreement due to the fact that Seller relied on the said Development and/or Use Plan" provided by Buyer when determining "highest and best" for award purposes. Time is of the essence. This provision shall survive closing.
- (c) Hazardous Waste. Seller makes no representations or warranties relating to hazardous waste which may be situated on the Property. Seller has obtained a Level 1 Environmental Audit from an environmental engineer which is on file with the City Administration; however, should not be relied upon by Buyer. No representation, warranties or indemnification will be made by Seller to Buyer in connection with any condition on the property which might be determined to be "Hazardous Material."

11. DEFAULT

If Buyer fails to comply with this Agreement, Seller may terminate this Agreement and seek such other relief as may be provided by law. If Seller fails to comply with this Agreement for any other reason, Buyer may terminate this Agreement and seek other relief as may be provided by law.

12. BROKER'S FEES

There are no broker's fees associated with this Agreement. Buyer will each hold harmless and indemnify the Seller from and against any claims, causes, actions, damages or related expenses arising out of or related to any claims for broker's fees to the extent such claim is based on actions by Buyer.

13. ATTORNEY'S FEES

Any party to this Agreement who is the prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction will be additionally entitled to recover court costs and reasonable attorney's fees from the non prevailing party.

14. AGREEMENTS OF PARTIES

This Agreement contains the entire agreement of the parties and cannot be changed except by their written agreement.

15. EFFECTIVE DATE

The Effective Date of this Agreement will be deemed to be that date on which the last party signs this agreement. If any date for performance under this Agreement falls on a Saturday, Sunday or legal holiday, the date for performance will be deemed to be the next following business day.

16. NOTICES

All notices will be in writing and effective on receipt if by hand delivery, on the next following business day if mailed by reputable overnight carrier with verifiable confirmation procedure, or on mailing if mailed by certified mail, return receipt requested, and addressed as follows:

Seller: City of Napoleon, c/o Jon A. Bisher, City Manager, 255 W. Riverview Avenue, Napoleon, Ohio 43545.

Buyer: **Blackwood Construction Services, LLC, Al Blackwood, President**
25874 W. River Road, Perrysburg, Ohio 43551. [address]

17. BINDING EFFECT

This Agreement will be binding on and inure to the benefit of the parties and their heirs, executors, legal administrators, successors and assigns.

18. ASSIGNMENT

This Agreement is not assignable or transferable by Buyer, and Buyer will not pledge, mortgage or otherwise collaterally assign its interest under this Agreement.

19. MULTIPLE COUNTERPARTS

This Agreement may be executed with any number of counterpart signature pages and when all counterpart signature pages are combined with the Commercial Property Purchase Agreement, the Commercial Property Purchase Agreement with such counterpart signature pages, will for all purposes, be deemed to be an original.

20. This Agreement shall be governed by the Laws of Ohio.


21. This Agreement includes all referenced exhibits and bid documents, all incorporated by reference thereto.

Seller

Buyer



Dr. Jon A. Bisher, City Manager



By: Al Blackwood, President

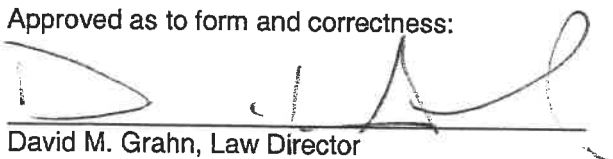
9 Jul 02

Dated

7/8/02

Dated

Approved as to form and correctness:



David M. Grahn, Law Director

Exhibit "B"

PARCEL A

A parcel of land being part of the West one-half (1/2) of Section seven (7), Township seven (7) North, Range seven (7) East, City of Napoleon, Henry County, Ohio and being more particularly described as follows:

Commencing at a 5/8" iron pin found on the Southerly right-of-way line of the Indiana Hi-Rail Railroad, said iron pin being located South forty-eight (48) degrees, twenty-nine (29) minutes and forty-eight (48) seconds West, a distance of one thousand, one hundred eighteen and eight hundredths (1,118.08) feet from the intersection of the said Southerly right-of-way line with the East line of the West one-half (1/2) of Section seven (7), said iron pin also being the **TRUE POINT OF BEGINNING**;

Thence Southeasterly along a line having a bearing of South forty-one (41) degrees, thirty-four (34) minutes, and twenty (20) seconds East, a distance of two hundred fifteen and two hundredths (215.02) feet to a railroad spike found on the center line of State Route 424 and Old Canal Road;

Thence Southwesterly along the center line of State Route 424, and Old Canal Road, having a bearing of South forty-eight (48) degrees, thirty-four (34) minutes, and thirty-four (34) seconds West, a distance of four hundred eighty-five and zero hundredths (485.00) feet to a 1/2" x 30" iron pin set;

Thence Northwesterly along a line having a bearing of North forty-one (41) degrees, twenty-three (23) minutes, and fifty-two (52) seconds West, a distance of two hundred fourteen and thirty-four hundredths (214.34) feet to a 1/2" x 30" iron pin set on the Southerly right-of-way of the Indiana Hi-Rail Railroad;

Thence Northeasterly along the Southerly right-of-way of the Indiana Hi-Rail Railroad, having a bearing of North forty-eight (48) degrees, twenty-nine (29) minutes, and forty-eight (48) seconds East, a distance of four hundred eighty-four and forty-five hundredths (484.45) feet to the **TRUE POINT OF BEGINNING**.

Containing 104,071 square feet, which is equal to two and three hundred eighty-nine thousandths (2.389) acres of land, more or less. Subject, however, to all highways and easements of record.

This legal description dated March 8, 2002 was prepared by Nicholas F. Ronau, Ohio Registered Surveyor No. 6735, from a survey performed by T. R. Worline & Associates, Inc. in March of 2002.

Exhibit "C"

PARCEL B

A parcel of land being part of the West one-half (1/2) of Section seven (7), Township seven (7) North, Range seven (7) East, City of Napoleon, Henry County, Ohio and being more particularly described as follows:

Commencing at a 1/2" x 30" iron pin set on the Southerly right-of-way line of the Indiana Hi-Rail Railroad, said iron pin being located South forty-eight (48) degrees, twenty-nine (29) minutes and forty-eight (48) seconds West, a distance of one thousand, six hundred eighty-two and fifty-three hundredths (1,682.53) feet from the intersection of the said Southerly right-of-way line with the East line of the West one-half (1/2) of Section seven (7), said iron pin also being the **TRUE POINT OF BEGINNING**;

Thence Southeasterly along a line having a bearing of South forty-one (41) degrees, twenty-three (23) minutes, and fifty-two (52) seconds East, a distance of two hundred fourteen and twenty-three hundredths (214.23) feet to a 1/2" x 30" iron pin set on the center line of State Route 424 and Old Canal Road;

Thence Southwesterly along the center line of State Route 424, and Old Canal Road, having a bearing of South forty-eight (48) degrees, thirty-four (34) minutes, and thirty-four (34) seconds West, a distance of two hundred ninety-four and fifty-two hundredths (294.52) feet to a 1/2" x 30" iron pin set;

Thence Northwesterly along a line having a bearing of North forty-two (42) degrees, twenty-three (23) minutes, and twenty-three (23) seconds West, a distance of two hundred thirteen and eighty-five hundredths (213.85) feet to an iron pin found on the Southerly right-of-way of the Indiana Hi-Rail Railroad;

Thence Northeasterly along the Southerly right-of-way line of the Indiana Hi-Rail Railroad, having a bearing of North forty-eight (48) degrees, twenty-nine (29) minutes, and forty-eight (48) seconds East, a distance of two hundred ninety-eight and twenty-two hundredths (298.22) feet to the **TRUE POINT OF BEGINNING**.

Containing 63,431 square feet, which is equal to one and four hundred fifty-six thousandths (1.456) acres of land, more or less. Subject, however, to all highways and easements of record.

This legal description dated March 8, 2002 was prepared by Nicholas F. Ronau, Ohio Registered Surveyor No. 6735, from a survey performed by T. R. Worline & Associates, Inc. in March of 2002.

ACCESS EASEMENT

A parcel of land being part of the West one-half (1/2) of Section seven (7), Township seven (7) North, Range seven (7) East, City of Napoleon, Henry County, Ohio and being more particularly described as follows:

Commencing at a 1/2" x 30" iron pin set on the Southerly right-of-way line of the Indiana Hi-Rail Railroad, said iron pin being located South forty-eight (48) degrees, twenty-nine (29) minutes and forty-eight (48) seconds West, a distance of one thousand, six hundred two and fifty-three hundredths (1,602.53) feet from the intersection of the said Southerly right-of-way line with the East line of the West one-half (1/2) of Section seven (7), said iron pin also being the **TRUE POINT OF BEGINNING**;

Thence Southeasterly along a line having a bearing of South forty-one (41) degrees, twenty-three (23) minutes, and fifty-two (52) seconds East, a distance of two hundred fourteen and thirty-four hundredths (214.34) feet to a 1/2" x 30" iron pin set on the center line of State Route 424 and Old Canal Road;

Thence Southwesterly along the center line of State Route 424, and Old Canal Road, having a bearing of South forty-eight (48) degrees, thirty-four (34) minutes, and thirty-four (34) seconds West, a distance of eighty and zero hundredths (80.00) feet to a 1/2" x 30" iron pin set;

Thence Northwesterly along a line having a bearing of North forty-one (41) degrees, twenty-three (23) minutes, and fifty-two (52) seconds West, a distance of two hundred fourteen and twenty-three hundredths (214.23) feet to a 1/2" x 30" iron pin set on the Southerly right-of-way line of the Indiana Hi-Rail Railroad;

Thence Northeasterly along the Southerly right-of-way line of the Indiana Hi-Rail Railroad, having a bearing of North forty-eight (48) degrees, twenty-nine (29) minutes, and forty-eight (48) seconds East, a distance of eighty and zero hundredths (80.00) feet to the **TRUE POINT OF BEGINNING**.

Containing 17,143 square feet, which is equal to zero and three hundred ninety-four thousandths (0.394) acres of land, more or less. Subject, however, to all highways and easements of record.

This legal description dated March 8, 2002 was prepared by Nicholas F. Ronau, Ohio Registered Surveyor No. 6735, from a survey performed by T. R. Worline & Associates, Inc. in March of 2002.

EXHIBIT "E"

25874 W. River Rd.
Perrysburg, Ohio 43551
Cell 419-467-8393
Office 419-878-9000
Fax 419-878-9000

Blackwood Construction Services, LLC

May 22, 2002

City of Napoleon, Ohio
255 W. Riverview
Napoleon, Ohio 43545
Attn: Dr. Jon Bisher

Dear Jon:

Blackwood Construction Services, LLC if pleased to make the following proposal to purchase the 3.7-acre parcel on Riverview Drive. The attached proposed land use plan prepared by T.R. Worline & Associates and photo of similar facility is provided for your review and consideration. The proposed facilities represent a significant investment in Napoleon and are intended to provide an attractive entrance to Napoleon Commerce Park and to the City of Napoleon along the scenic Canal Drive/Riverview entrance to the City. This entrance to Napoleon has been blighted for many years by the Junkyard. We feel that Napoleon deserves a prominent development along this scenic route that is in keeping with the Historic charm of the area that we can be proud of for years to come. This development would also serve as the entrance to Napoleon Commerce Park, which is planned as a major industrial and commercial development for the future of Napoleon. We propose to engineer, construct and maintain a limestone sign on this property at the entrance to Napoleon Commerce Park. This development is intended to "Honor our past and plan for our future"

Impact, jobs and timing

The project will have a positive impact on local government and schools. It is anticipated that the project will create 27 jobs (Phase 1 = 2 full/ 1 part, Phase 2 = 6 full/ 4 part, Phase 3 = 9 full/ 6 part) when all three phases are completed and it is anticipated that these jobs will create 40 additional auxiliary jobs in the community. The job creation is subject to needs of the tenants in the facilities. Taxes will be generated from income tax, property tax and utilities revenue. The planned facilities will comply with present zoning. The project planning assumes that the City of Napoleon would provide a subdivision application and agreement on the property at no cost to the buyer if a subdivision plan is required.

The facilities are intended to be completed in three phases with phase one planned to start within 90 days after closing and be completed not later than 12 months after closing. Phase two is planned for completion not later than 18 months after closing and Phase three is planned to be completed not later than 24 months after closing. All completion dates are subject to project financing and tenant commitments.

Site development plan

Refer to site plan by T.R. Worline & Associates #1389-0006.

Parcel A: Total construction 9040 sq ft

Storage condos (8640 sq ft) and office services center (400 sq ft) are planned for the site.

Construction would be similar to a "Kentucky Barn format" with decorative doors and steeple. The facility would be partially shielded from the Riverview drive by a row of dense landscape shrubbery

May 22, 2002

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to provide an attractive setting. Connected to the storage condos would be an office services center facing Commerce drive. This parcel development would also include a limestone sign on Commerce Drive designating the entrance to Napoleon Commerce Park. This project is included in phase 1.

Parcel B: Total construction 17,500 sq ft

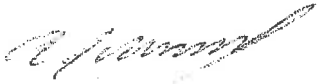
Phase 2 is 5000 sq ft retail / commercial space to be built on the western portion of parcel B. The facility would have a potential combination of uses including retail, commercial and office space. The fascia would be constructed to an early American English Tudor look (see enclosed example) to provide an attractive appearance to the Canal Drive/ Riverview entrance to the City of Napoleon and Napoleon Commerce Park. Phase 3 is 12,500 sq ft of retail, office and commercial space of similar construction and connected to phase 2 building to complete development on the site. We believe that the facilities will complement the historic charm and present development plans for the City of Napoleon.

Price offered

\$27,953.50 with deposit included in the amount of \$2,795.35

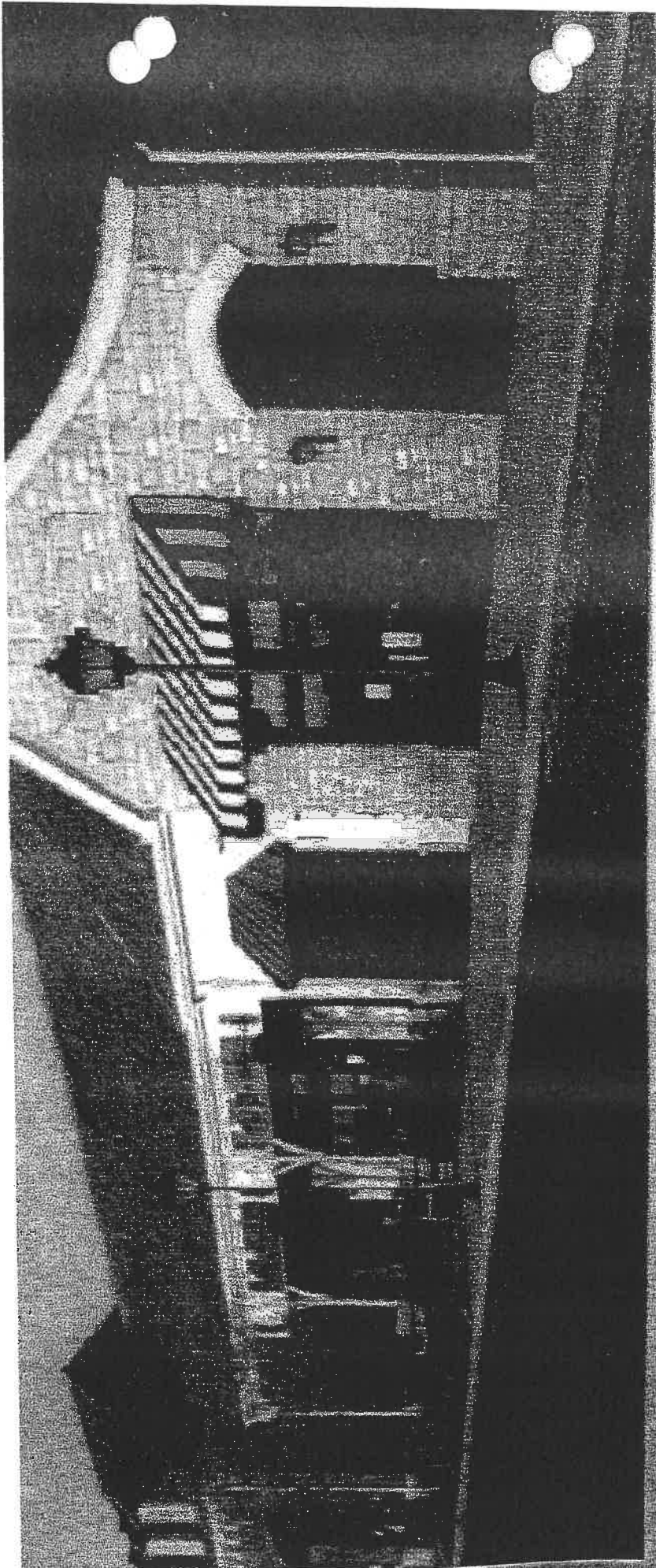
Please let me know if you have any questions.

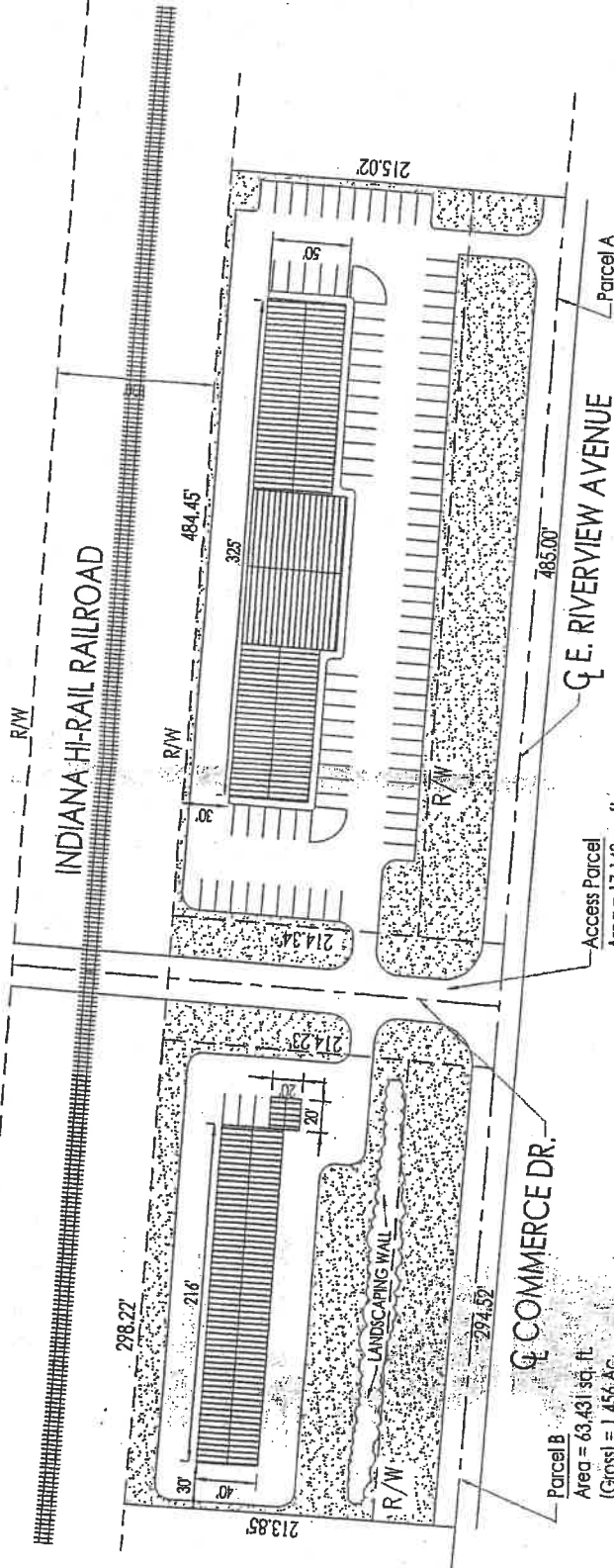
Sincerely,



Al Blackwood

President





Parcel A
 Area = 104,071 sq. ft.
 (Gross) = 2.389 AC.

Access Parcel
 Area = 17,143 sq. ft.
 (Gross) = 0.394 AC.

Parcel B
 Area = 63,431 sq. ft.
 (Gross) = 1.456 AC.



SCALE: 1"=80'

TW	T. R. Worline & Associates, Inc. Engineers - Surveyors - Designers - Planners	
	210 S. Main Street Napoleon, Ohio 43558 Phone: 419-525-1108 Fax: 419-525-8029	
SCALE: 1"=80'	DRAWN BY: G.A.B.	DATE: 5-15-02
BLACKWOOD CONSTRUCTION	SHEET NO. 1-1	
255 W. RIVER AVE. P.O. BOX 131 - NAPOLEON, OH	PROJECT NO. 1389-0006	
PROPOSED DEVELOPMENT		

Handwritten signature

AMENDMENT TO CONTRACT
Amendment no. 1


This Amendment No. 1 to a Commercial Property Purchase Agreement No. 2002-19 dated July 9, 2002, between the City of Napoleon, Ohio and Blackwood Construction Services, LLC. is hereby amended as follows:

Paragraph 4:


TITLE AND SURVEY APPROVAL

Seller will cause to be furnished to Buyer within ~~twenty (20) days~~ **FORTY-FIVE (45) DAYS** after the effective date of this Agreement, a current commitment from the Title Company showing title to the Property to be good and indefeasible and vested solely in Seller. Buyer will have ten (10) days from the date of receipt of all of the title commitment to object to any exceptions shown by giving written notice to Seller; provided that any matter not objected to by Buyer within the ten (10)-day period will be deemed to be acceptable to Buyer ("Permitted Exceptions"). Seller may, but will not be obligated to, cure the title objections, and if Seller has not cured the title objections to Buyer's reasonable satisfaction within fifteen (15) days from the date the objections are disclosed or if Seller elects not to cure the objections, then Buyer will have as its sole options the right to either terminate this Agreement or waive the objections and consummate the purchase of the Property subject to the objections, all of which will be deemed "Permitted Exceptions". Failure by Buyer to terminate this Agreement within five (5) days after Seller's fifteen (15)-day cure period will constitute Buyer's waiver of any objections, and the uncured objections will be deemed Permitted Exceptions.


Seller:


Dr. Jon A. Bisher, City Manager
29 JUL 02
Dated

Buyer:


Al Blackwood, President
29 JULY 02
Dated

Approved as to form and correctness:


David M. Grahn, Law Director