

BIDS DOCUMENTS PACKET

1. Advertisement for Bids for the Purchase of the Former Monterey Elementary School of the Culver Community Schools Corporation
2. Bid Proposal Form
3. Raise of Bidder's Bid Form
4. Contract for the Purchase and Sale of Real Estate
5. Bidder's Non-Collusion Affidavit
6. Notice of Award
7. Corporate Warranty Deed
8. Sales Disclosure Form

**ADVERTISEMENT FOR BIDS
FOR THE PURCHASE OF THE
FORMER MONTEREY ELEMENTARY SCHOOL OF THE
CULVER COMMUNITY SCHOOLS CORPORATION**

Notice is hereby given that Bids will be received:

BY: Culver Community Schools Corporation ("School Corporation")
700 School St
Culver, IN 46511

FOR: The Purchase of the Former Monterey Elementary School of the Culver Community Schools Corporation located at 5973 E 700 N, Monterey, Pulaski County, Indiana, 46960, and more particularly described as follows ("Real Estate"):

Commencing at a point nine hundred sixty six (966) feet North, on the section line, from the South-east corner of the North-east quarter (1/4) of the North-east quarter (1/4) of Section eleven (11), Township thirty-one (31) North, Range one (1) West, thenoe west Four Hundred Sixty-two (462) feet; thenoe north Three Hundred Sixty-four (364) feet to the north line of said Section eleven (11), thenoe east Four Hundred Sixty-two (462) feet to the north-east corner of said Section eleven (11), theone south Three Hundred Sixty-four (364) feet, to the place of beginning, and containing Three and Eighty-five Hundredths (3-85/100 acres, more or less.

ALSO:

Commencing at a point on the East line of Section Eleven (11), Township Thirty-one (31) North, Range One (1) West, at a point 966 feet north of the Southeast Corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) thereof, thence West 457 feet, thence South 381.28 feet, thence East 457 feet, and thence North on the Section line to the point of beginning, and containing four acres.

AT: Sealed bids for the purchase of the Real Estate will be received at the Administration Building of the Culver Community Schools Corporation located at 700 School St, Culver, Indiana, 46511

BIDDING PROCESS: Bid proposals shall be complete and properly executed on the Bid Proposal Form provided by the school Corporation, and each Bid Proposal Form shall include a Non-Collusion Affidavit provided by the School Corporation.

Bids will be received beginning 9:00 am (Culver, Indiana time) on September 23, 2016, and the bidding and sale of the Real Estate will continue from day to day thereafter until 3:00 pm (Culver, Indiana time) on October 7, 2016. Bids received at 3:00 pm (Culver,

Indiana time) on October 7, 2016 will not be considered by the School Corporation. A bid will be opened to public inspection.

A bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each beneficiary of the trust and Settlor empowered to revoke or modify the trust. Additionally, the real Estate may not be sold to a person who is ineligible under IC 36-1-11-16.

A bidder may raise the bidder's bid, and that raise will take effect after the Board of school Trustees (or its designee) of the School Corporation has given written notice of that raise to the other bidders. Any such raise of a Bidder's bid effective after 3:00 pm (Culver, Indiana time) on October 7, 2016, will not be considered by the School Corporation.

The School Corporation reserves the right to accept or reject any bid (including any raise of the Bidder's bid) and to waive any irregularities in bidding. No Bidder may withdraw his bid, including any raise of the Bidder's bid prior to October 17, 2016.

BID DOCUMENTS: The Bid Documents shall consist of this Advertisement for Bids for the Purchase of the Former Monterey Elementary School for the Culver Community Schools Corporation, Bid Proposal Form, Raise of Bidder's Form, Contract for the Purchase and Sale of Real Estate ("Contract"), Bidder's Non-Collusion Affidavit, Notice of Award, Corporate Warranty Deed, and Sale Disclosure Form.

EXAMINATION OF BID DOCUMENTS: Bid Documents may be obtained at the administration Building of the Culver Community Schools Corporation located at 700 School St, Culver, IN, 46511 and our web page located at www.culver.k12.in.us.

TERMS: If the School Corporation accepts a bid for the purchase of the Real Estate, the successful bidder shall be required to execute the Contract and furnish Earnest Money in the amount of five Thousand Dollars (\$5,000) by certified check made payable to the School Corporation within ten (10) days of the successful bidder's receipt of Notice of Award given by the School Corporation.

THE REAL ESTATE IS BEING SOLD IN AN "AS IS" CONDITION, AND BIDDERS SHALL NOT HAVE THE RIGHT TO SPECIFY ANY CONDITIONS OR CONTINGENCIES OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PURCHASE OF THE REAL ESTATE.

The School Corporation will not provide a survey of the Real Estate.

DATED this 6th day of September, 2016.

Marina Cavazos
Secretary, Board of School Trustees
Culver Community Schools Corporation

BID PROPOSAL FORM

To: Culver Community Schools Corporation

From: Bidder (the "Bidder") _____

Address _____

Email _____

Telephone Number _____ Fax Number _____

Project: Purchase of the former Monterey Elementary School of the Culver Community Schools Corporation located at 5973 E 700 N, Monterey, Pulaski County, Indiana 46960 and more particularly described as follows ("Real Estate"):

Commencing at a point nine hundred sixty six (966) feet North, on the section line, from the South-east corner of the North-east quarter (1/4) of the North-east quarter (1/4) of Section eleven (11), Township thirty-one (31) North, Range one (1) West, thenoe west Four Hundred Sixty-two (462) feet; thenoe north Three Hundred Sixty-four (364) feet to the north line of said Section eleven (11), thenoe east Four Hundred Sixty-two (462) feet to the north-east corner of said Section eleven (11), thenoe south Three Hundred Sixty-four (364) feet, to the place of beginning, and containing Three and Eighty-five Hundredths (3-85/100 acres, more or less.

ALSO:

Commencing at a point on the East line of Section Eleven (11), Township Thirty-one (31) North, Range One (1) West, at a point 966 feet north of the Southeast Corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) thereof, thence West 457 feet, thence South 381.28 feet, thence East 457 feet, and thence North on the Section line to the point of beginning, and containing four acres.

1. BID DOCUMENTS

The Bid Documents shall consist of this Bid Proposal Form, the Advertisement of Bids for the Purchase of the Former Monterey Elementary School of the Culver Community Schools Corporation, Raise of Bidder's Bid Form, Contract for the Purchase and Sale of Real Estate ("Contract"), Bidder's Non-Collusion Affidavit, Notice of Award, Corporate Warranty, and Sales Disclosure Form.

2. OFFER

Pursuant to and in accordance with the Advertisement for Bids for the Purchase of the Former Monterey Elementary School of the Culver Community Schools Corporation and other Bid Documents, the Bidder, having become thoroughly familiar with the terms and conditions of the Bid Documents, including the Contract, and having inspected the Real Estate, hereby bids and proposes (the "Bid") to purchase the Real Estate in strict accordance with the Contract and other Bid Documents for the following total purchase price:

Total Purchase Price for the Real Estate:

Amount _____

Dollars (\$ _____)

3. ACCEPTANCE

The Bid and any raise of the Bidder's Bid shall be open to acceptance by the Culver Community Schools Corporation and is irrevocable from the date hereof until October 17, 2016. Additionally, as provided for in the Advertisement for Bids for the Purchase of the Former Monterey Elementary School of the Culver Community Schools Corporation, the Bidder may raise the Bidder's Bid by executing and delivering a Raise of Bidder's Bid Form, and the Raise of Bidder's Bid will take effect after the Board of School Trustees (or its designee) of the Culver Community schools Corporation has given written notice of such raise to the other bidders; provided, however, any such raise of Bidder's Bid effective after 3:00 pm (Culver, Indiana time) on October 7, 2016 will not be considered by the Culver Community Schools Corporation.

If the Culver Community Schools Corporation accepts the Bidder's Bid, including any raise(s) of Bidder's Bid, the Bidder shall execute the Contract and furnish Earnest Money in the amount of Five Thousand Dollars (\$5,000) by certified check made payable to the Culver Community Schools Corporation within ten (10) days of Bidder's receipt of the Notice of Award given by the Culver Community Schools Corporation. Bidder's failure to timely tender such certified check and/or to execute the Contract will be determined to be a breach of contract, granting to the Culver Community Schools Corporation the right to specific performance and/or damages.

4. WARRANTY AND REPRESENTATION OF BIDDER

The Bidder represents, warrants, and covenants that the Bidder is not an ineligible person to purchase the Real Estate as set out in IC 36-1-11-16 and Bidder shall not assign any rights hereunder to any other person or entity.

Bidder acknowledges that Bidder shall not have the right to assign any interest in the Bid Documents, including the Contract, to any other person or entity.

5. REAL ESTATE BEING SOLD AND PURCHASED AS "AS IS"

THE BIDDER ACKNOWLEDGES THAT THE CULVER COMMUNITY SCHOOLS CORPORATION HAS MADE NO WARRANTIES OR REPRESENTATIONS PERTAINING TO THE QUALITY OF THE CONDITION OF THE REAL ESTATE, AND THAT IN THE EVENT THE BIDDER IS THE SUCCESSFUL PURCHASER OF THE REAL ESTATE, THE BIDDER AGREES TO PURCHASE THE REAL ESTATE IN AN "AS IS" CONDITION.

6. TRUST

If the Bidder is a Trust (as defined in IC 30-4-1-1(a)), the Bidder certifies that the following are all of the beneficiaries of the Trust and following Settlor(s) is empowered to revoke or modify the Trust:

A. Beneficiaries of Trust: _____

B. Settlor(s) empowered to revoke or modify the Trust: _____

IN WITNESS WHEREOF, the Bidder has executed this Bid Proposal Form this _____ day of _____, 2016.

SOLE PROPRIETORSHIP

Signature _____

Printed _____

Witness

(Or if a Partnership, Corporation, or Limited Liability Company)

(Bidder's Name)

By _____

Printed _____

Title _____

Witness

RAISE OF BIDDER'S BID FORM NO. _____

To: Culver Community Schools Corporation

From: Bidder (the "Bidder") _____

Address _____

Email _____

Telephone Number _____ Fax Number _____

Project: Purchase of the former Monterey Elementary School of the Culver Community Schools Corporation located at 5973 E 700 N, Monterey, Pulaski County, Indiana 46960 and more particularly described as follows ("Real Estate"):

Commencing at a point nine hundred sixty six (966) feet North, on the section line, from the South-east corner of the North-east quarter (1/4) of the North-east quarter (1/4) of Section eleven (11), Township thirty-one (31) North, Range one (1) West, thenoe west Four Hundred Sixty-two (462) feet; thenoe north Three Hundred Sixty-four (364) feet to the north line of said Section eleven (11), thenoe east Four Hundred Sixty-two (462) feet to the north-east corner of said Section eleven (11), thenoe south Three Hundred Sixty-four (364) feet, to the place of beginning, and containing Three and Eighty-five Hundredths (3-85/100 acres, more or less.

ALSO:

Commencing at a point on the East line of Section Eleven (11), Township Thirty-one (31) North, Range One (1) West, at a point 966 feet north of the Southeast Corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) thereof, thence West 457 feet, thence South 381.28 feet, thence East 457 feet, and thence North on the Section line to the point of beginning, and containing four acres.

INCREASED BID FOR PURCHASE OF REAL ESTATE

The Bidder hereby raises Bidder's Bid for the Real Estate as follows:

- | | |
|---|----------|
| 1. Bidder's last bid..... | \$ _____ |
| 2. Bidder's raise in Bidder's bid | \$ _____ |
| 3. Bidder's new bid (line 1 + line 2) | \$ _____ |

IN WITNESS WHEREOF, the Bidder has executed this Raise of Bidder's Bid Form this ____
____ day of _____, 2016.

SOLE PROPRIETORSHIP

Signature _____

Printed _____

Witness

(Or if a Partnership, Corporation, or Limited Liability Company)

(Bidder's Name)

By _____

Printed _____

Title _____

Witness

CONTRACT FOR THE PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT made and entered into by and between

CULVER COMMUNITY SCHOOLS CORPORATION,

of 700 School St, Culver, Indiana 46511, hereinafter referred to as "Seller", and

Of _____

Hereinafter referred to as "Purchaser";

WITNESSETH:

THAT FOR THE CONSIDERATION hereinafter set out and under the terms and conditions hereinafter set out, Seller hereby agrees and does sell to Purchaser and Purchaser hereby agrees to and does purchase from Seller the following described real estate and all improvements located thereon commonly known as 5973 E 700 N, Monterey, Pulaski County, Indiana 46960, and more particularly described as follows (hereinafter referred to as the "Real Estate"):

Commencing at a point nine hundred sixty six (966) feet North, on the section line, from the South-east corner of the North-east quarter (1/4) of the North-east quarter (1/4) of Section eleven (11), Township thirty-one (31) North, Range one (1) West, thenoe west Four Hundred Sixty-two (462) feet; thenoe north Three Hundred Sixty-four (364) feet to the north line of said Section eleven (11), thenoe east Four Hundred Sixty-two (462) feet to the north-east corner of said Section eleven (11), thenoe south Three Hundred Sixty-four (364) feet, to the place of beginning, and containing Three and Eighty-five Hundredths (3-85/100 acres, more or less.

ALSO:

Commencing at a point on the East line of Section Eleven (11), Township Thirty-one (31) North, Range One (1) West, at a point 966 feet north of the Southeast Corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) thereof, thence West 457 feet, thence South 381.28 feet, thence East 457 feet, and thence North on the Section line to the point of beginning, and containing four acres.

1. PURCHASE PRICE AND MANNER OF PAYMENT

As the purchase price for the Real Estate, Purchaser agrees to pay to the Seller the sum of \$_____, payable as follows:

- i. The sum of Five Thousand Dollars (\$5,000) (the "Earnest Money") by certified check shall be paid effective with the execution of this Contract, receipt of which is hereby acknowledged by the Seller. The Earnest Money shall be applied to the purchase price.
- ii. On closing this transaction, Purchaser shall pay the purchase price, less the Earnest Money, by certified check to the Closing Agent.

2. **POSSESSION**

It is understood and agreed that Purchaser shall be entitled to possession of the Real Estate effective with the date of closing.

3. **TAXES AND ASSESSMENTS**

A. Taxes

Purchaser assumes and agrees to pay so much of the real estate taxes assessed for and becoming a lien during the calendar year in which closing occurs as shall be allocable to Purchaser on and after closing.

B. Assessments

Purchaser agrees to pay all assessments for improvements levied on the Real Estate after the date of closing.

4. **TITLE EVIDENCE AND SURVEY**

Seller, at Seller's expense, shall furnish to Purchaser an owner's policy of title insurance to the Real Estate, which evidence of title shall show and good marketable title to the Real Estate in the Seller. Such title insurance shall be in the full amount of the purchase price.

Purchaser acknowledges that Seller has not had the Real Estate surveyed and that Seller does not have any obligation of any nature whatsoever to provide Purchaser with a plat of survey of the Real Estate.

5. **WARRANTIES AND REPRESENTATIONS BY SELLER**

PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO WARRANTIES OR REPRESENTATIONS PERTAINING TO THE QUALITY OR CONDITION OF THE REAL ESTATE, AND THAT PURCHASER AGREES TO PURCHASE THE REAL ESTATE IN AN "AS IS" CONDITION.

6. **DEFAULT**

If Purchaser breaches this Contract and is in default, (i) Seller may seek specific performance or any other remedy provided by law or equity, or (ii) Seller may treat this Contract as being terminated and retain the Earnest Money as liquidated damages.

If Seller is unable or unwilling to convey merchantable title as required by this Contract and the defect or defects are not waived by Purchaser, this Contract shall be considered

terminated, and Seller's sole obligation shall be to return promptly the Earnest Money to Purchaser.

7. **CLOSING**

This transaction shall be closed at Metropolitan Title Company, 1419 N Michigan St, Suite 2, Plymouth, Indiana 46563 ("Closing Agent"), at a date and time acceptable to the parties but in no event later than October 28, 2016 ("Closing" or "Closing Date"); provided, however, Seller may request and receive a 15-day extension of the Closing Date in the event the transaction cannot be closed due to delay in obtaining title evidence or title clearance work.

At Closing, Seller shall deliver to Purchaser an executed corporate warranty deed in recordable form conveying marketable title to the Real Estate.

The Closing and the payment of the purchase price and all other sums due from Purchaser and delivery of Seller's corporate warrant deed shall be through the Closing Agent. The closing costs of the Closing Agent to close this transaction shall be shared equally by the Seller (50%) and Purchaser (50%).

8. **WARRANTIES AND REPRESENTATIONS BY PURCHASER**

Purchaser hereby warrants, represents, and covenants to Seller that Purchaser is not an ineligible purchaser of the Real Estate as provided for in IC 36-1-11-16 and Purchaser shall not assign any rights under this Contract to any other person or entity.

9. **BROKERAGE**

Seller and Purchaser both represent and warrant that all negotiations relative to this Contract have been carried on by them directly and there are no brokerage or other commissions due and payable relative to this Contract and this transaction.

10. **ATTORNEY FEES**

If any litigation shall be initiated involving this Contract, the prevailing party, in addition to any other judgement rendered therein, shall be entitled to recover from the other party reasonable attorney and other fees and expenses incurred by such prevailing party in such litigation.

11. **GENERAL PROVISIONS**

The terms, conditions and covenants of this Contract shall be binding upon and shall inure to the benefits of each of the parties hereto, their heirs, personal representatives, successors and assigns, and shall run with the Real Estate.

If any provision of this Contract shall for any reason be determined to be invalid or unenforceable, the balance of such provision and the remaining provisions of this Contract shall continue to be valid and enforceable as though the invalid or unenforceable provisions had not been a part hereof.

This Contract may be executed simultaneously in various counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

All of Purchaser's warranties, representations and covenants in this Contract shall survive the date of closing.

Purchaser acknowledges that Purchaser shall not have the right to assign this Contract or any interest that Purchaser has in this Contract to any other person or entity.

IN WITNESS WHEREOF, the parties have executed this Contract this _____ day of _____, 2016.

CULVER COMMUNITY SCHOOLS CORPORATION

By _____
Jim Wentzel
President, Board of Trustees

"SELLER"

Printed _____

"PURCHASER"

BIDDER'S NON-COLLUSION AFFIDAVIT

To: Culver Community Schools Corporation

From: Bidder (the "Bidder") _____

Address _____

Email _____

Telephone Number _____ Fax Number _____

Project: Purchase of the former Monterey Elementary School of the Culver Community Schools Corporation located at 5973 E 700 N, Monterey, Pulaski County, Indiana 46960 and more particularly described as follows ("Real Estate"):

Commencing at a point nine hundred sixty six (966) feet North, on the section line, from the South-east corner of the North-east quarter (1/4) of the North-east quarter (1/4) of Section eleven (11), Township thirty-one (31) North, Range one (1) West, thenoe west Four Hundred Sixty-two (462) feet; thenoe north Three Hundred Sixty-four (364) feet to the north line of said Section eleven (11), thenoe east Four Hundred Sixty-two (462) feet to the north-east corner of said Section eleven (11), thenoe south Three Hundred Sixty-four (364) feet, to the place of beginning, and containing Three and Eighty-five Hundredths (3-85/100 acres, more or less.

ALSO:

Commencing at a point on the East line of Section Eleven (11), Township Thirty-one (31) North, Range One (1) West, at a point 966 feet north of the Southeast Corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) thereof, thence West 457 feet, thence South 381.28 feet, thence East 457 feet, and thence North on the Section line to the point of beginning, and containing four acres.

The Bidder, being duly sworn on oath, says that in connection with the Project, he has not, nor has any other member, representative, or agent of the Bidder, entered into any combination, collusion or agreement with any person relative to the Project and the price to be bid by anyone for the Real Estate nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that the Bidder's Bid Proposal Form (including Bidder's Raise of Bidder's Bid Form, if any) and bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

The Bidder further says that no person or persons, firms, limited liability companies, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift commission or thing of value on account of such Project and sale.

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND
INFORMATION CONTAINED IN THE FOREGOING ARE TRUE AND CORRECT.

Date at _____ this _____ day of _____, 2016.

SOLE PROPRIETORSHIP

Signature _____
Printed _____

(Or if a Partnership, Corporation, or Limited Liability Company)

(Bidder's Name)

By _____
Printed _____
Title _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned Notary Public in and for said County and State, personally
appeared the above named _____ and acknowledged the execution of the above
and foregoing to be his/her voluntary act and deed for the uses and purposes herein set forth.

WITNESS my hand and Notarial Seal this _____ day of _____, 2016.

My Commission Expires:

Signature _____

Printed _____

Notary Public

A resident of _____ County, _____

NOTICE OF AWARD

To: _____

From: Culver Community Schools Corporation
700 School St
Culver, IN 46511

Description: Bid to purchase the former Monterey Elementary School of the Culver Community Schools Corporation located at 5973 E 700 N, Monterey, Pulaski County, Indiana 46960 and more particularly described as follows ("Real Estate"):

Commencing at a point nine hundred sixty six (966) feet North, on the section line, from the South-east corner of the North-east quarter (1/4) of the North-east quarter (1/4) of Section eleven (11), Township thirty-one (31) North, Range one (1) West, thenoe west Four Hundred Sixty-two (462) feet; thenoe north Three Hundred Sixty-four (364) feet to the north line of said Section eleven (11), thenoe east Four Hundred Sixty-two (462) feet to the north-east corner of said Section eleven (11), thenoe south Three Hundred Sixty-four (364) feet, to the place of beginning, and containing Three and Eighty-five Hundredths (3-85/100 acres, more or less.

ALSO:

Commencing at a point on the East line of Section Eleven (11), Township Thirty-one (31) North, Range One (1) West, at a point 966 feet north of the Southeast Corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) thereof, thence West 457 feet, thence South 381.28 feet, thence East 457 feet, and thence North on the Section line to the point of beginning, and containing four acres.

Date: _____, 2016

In accordance with your bid (the "Bid") to purchase the Real Estate contained in your Bid Proposal Form and Raise of Bidder's Form(s), if any, to purchase the Real Estate for a total purchase price of \$_____ in accordance with the terms and provisions of the Bid Documents made a part hereof, your Bid to purchase the Real Estate for a total purchase price of \$_____ is hereby accepted by the Culver Community Schools Corporation.

Please contact Interim Superintendent Chuck Kitchell on or before _____, 2016 to set up a time within ten (10) days of your receipt of this Notice of Awarded to execute the Contract for the Purchase and sale of Real Estate and furnish the Earnest Money in the amount of Five Thousand Dollars (\$5,000) by certified check made payable to the Culver Community Schools Corporation.

DATED this _____ day of _____, 2016.

Jim Wentzel
President, Board of Schools Trustee
Culver Community Schools Corporation

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, That

CULVER COMMUNITY SCHOOLS CORPORATION

"Grantor", a corporation organized and existing under the laws of the State of Indiana, CONVEYS AND WARRANTS to

of _____
for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Marshall County, in the State of Indiana:

Commencing at a point nine hundred sixty six (966) feet North, on the section line, from the South-east corner of the North-east quarter (1/4) of the North-east quarter (1/4) of Section eleven (11), Township thirty-one (31) North, Range one (1) West, thenoe west Four Hundred Sixty-two (462) feet; thenoe north Three Hundred Sixty-four (364) feet to the north line of said Section eleven (11), thenoe east Four Hundred Sixty-two (462) feet to the north-east corner of said Section eleven (11), thenoe south Three Hundred Sixty-four (364) feet, to the place of beginning, and containing Three and Eighty-five Hundredths (3-85/100) acres, more or less.

ALSO:

Commencing at a point on the East line of Section Eleven (11), Township Thirty-one (31) North, Range One (1) West, at a point 966 feet north of the Southeast Corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) thereof, thence West 457 feet, thence South 381.28 feet, thence East 457 feet, and thence North on the Section line to the point of beginning, and containing four acres.

Subject to highways, roadways, rights-of-ways, easements and restrictions of record and taxes.

The address of such real estate is commonly known as 5973 e 700 N, Monterey, IN 46960.

The undersigned persons executing this Corporate Warranty Deed on behalf of Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered, by proper resolution of the Board of School Trustees of Grantor, to execute and deliver this Corporate Warranty Deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has caused this Corporate Warranty Deed to be executed this____
_____ day of _____, 2016.

CULVER COMMUNITY SCHOOLS CORPORATION

ATTEST:

By _____
Marina Cavazos
Secretary
Board of School Trustees

By _____
Jim Wentzel
President
Board of School Trustees

STATE OF INDIANA

COUNTY OF MARSHALL

BEFORE ME, a Notary Public in and for said County and State, personally appeared Jim Wentzel and Marina Cavazos, the President and Secretary respectively of the Board of School Trustees of the Culver Community Schools Corporation, a corporation organized and existing under the laws of the State of Indiana, and acknowledged execution of the foregoing Corporate Warranty Deed for and on behalf of said Grantor corporation, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this _____ day of _____, 2016.

My Commission Expires:

Notary Public
A resident of Marshall County, Indiana

Prepared by: Jeffery R. Houin • EASTERDAY|HOUIN LLP • 300 E Jefferson St • Plymouth IN 46563

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

/s/ _____ Jeffery R. Houin

**SALES DISCLOSURE FORM**

State Form 46021 (R11/12-11)

Prescribed by Department of Local Government Finance
Pursuant to IC 6-1.1-5.5

SDF ID

County	Year	Unique ID
SDF Date: _____		

PRIVACY NOTICE: The telephone numbers and Social Security numbers of the parties on this form are confidential according to IC 6-1.1-5.5-3(d).

PART 1 - To be completed by BUYER/GRANTEE and SELLER/GRANTOR**A. PROPERTY TRANSFERRED - MUST BE CONVEYED ON A SINGLE CONVEYANCE DOCUMENT**

1. Property Number	Check box if applicable to parcel	5. Complete Address of Property	6. Complete Tax Billing Address (if different from property address)
A.)	<input type="checkbox"/> 2. Split <input type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement		

7. Legal Description of Parcel A:

B.)	<input type="checkbox"/> 2. Split <input type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement		
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7. Legal Description of Parcel B:**B. CONDITIONS - IDENTIFY ALL THAT APPLY**

If condition 1 applies, filer is subject to disclosure and a disclosure filing fee.

YES	NO	CONDITION
<input type="checkbox"/>	<input type="checkbox"/>	1. A transfer of real property interest for valuable consideration.
<input type="checkbox"/>	<input type="checkbox"/>	2. Buyer is an adjacent property owner.
<input type="checkbox"/>	<input type="checkbox"/>	3. Vacant land.
<input type="checkbox"/>	<input type="checkbox"/>	4. Exchange for other real property ("Trade").
<input type="checkbox"/>	<input type="checkbox"/>	5. Seller paid points. (Provide the value Table C Item 12.)
<input type="checkbox"/>	<input type="checkbox"/>	6. Change planned in the primary use of the property? (Describe in special circumstances in Table C Item 3.)
<input type="checkbox"/>	<input type="checkbox"/>	7. Existence of family or business relationship between buyer and seller. (Complete Table C Item 4.)
<input type="checkbox"/>	<input type="checkbox"/>	8. Land contract. Contract term (YY): _____ and contract date (MM/DD/YYYY): _____
<input type="checkbox"/>	<input type="checkbox"/>	9. Personal property included in transfer. (Provide the value Table C Item 5.)
<input type="checkbox"/>	<input type="checkbox"/>	10. Physical changes to property between March 1 and date of sale. (Describe in special circumstances in Table C Item 3.)
<input type="checkbox"/>	<input type="checkbox"/>	11. Partial interest. (Describe in special circumstances in Table C Item 3.)
<input type="checkbox"/>	<input type="checkbox"/>	12. Easements or right-of-way grants.

C. SALES DATA - DISCLOSE VALUE OF ITEMS LISTED IN TABLE B, ITEMS 1-15

1. Conveyance date (MM/DD/YYYY): _____

2. Total number of parcels: _____

3. Describe any unusual or special circumstances related to this sale, including the specification of any less-than-complete ownership interest and terms of seller financing.

YES	NO	CONDITION
<input type="checkbox"/>	<input type="checkbox"/>	4. Family or business relationship existing between buyer and seller? Amount of discount: \$ _____

Disclose actual value in money, property, a service, an agreement, or other consideration.

If conditions 13-15 apply, filers are subject to disclosure, but no disclosure filing fee.

YES	NO	CONDITION
<input type="checkbox"/>	<input type="checkbox"/>	13. Document for compulsory transactions as a result of foreclosure or express threat of foreclosure, divorce, court order, judgment, condemnation, or probate.
<input type="checkbox"/>	<input type="checkbox"/>	14. Documents involving the partition of land between tenants in common, joint tenants, or tenants by the entirety.
<input type="checkbox"/>	<input type="checkbox"/>	15. Transfer to a charity, not-for-profit organization, or government.

5. Estimated value of personal property:	\$												
6. Sales price:	\$												
<table border="1"><thead><tr><th>YES</th><th>NO</th><th>CONDITION</th></tr></thead><tbody><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>7. Is the seller financing sale? If yes, answer questions (8-13).</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>8. Is buyer/borrower personally liable for loan?</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>9. Is this a mortgage loan?</td></tr></tbody></table>		YES	NO	CONDITION	<input type="checkbox"/>	<input type="checkbox"/>	7. Is the seller financing sale? If yes, answer questions (8-13).	<input type="checkbox"/>	<input type="checkbox"/>	8. Is buyer/borrower personally liable for loan?	<input type="checkbox"/>	<input type="checkbox"/>	9. Is this a mortgage loan?
YES	NO	CONDITION											
<input type="checkbox"/>	<input type="checkbox"/>	7. Is the seller financing sale? If yes, answer questions (8-13).											
<input type="checkbox"/>	<input type="checkbox"/>	8. Is buyer/borrower personally liable for loan?											
<input type="checkbox"/>	<input type="checkbox"/>	9. Is this a mortgage loan?											
10. Amount of loan:	\$												
11. Interest rate:	%												
12. Amount in points:	\$												
13. Amortization period:													

D. PREPARER

Preparer of the Sales Disclosure Form

Title

Address (Number and Street)

Company

City, State, and ZIP Code

Telephone Number

E-mail

E. SELLER(S)/GRANTOR(S)

Seller 1 - Name as appears on conveyance document

Seller 2 - Name as appears on conveyance document

Address (Number and Street)

Address (Number and Street)

City, State, and ZIP Code

City, State, and ZIP Code

Telephone Number

E-mail

Telephone Number

E-mail

Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5, "Real Property Sales Disclosure Act".

Signature of Seller

Signature of Seller

Printed Name of Seller

Sign Date (MM/DD/YYYY)

Printed Name of Seller

Sign Date (MM/DD/YYYY)

F. BUYER(S)/GRANTEE(S) - APPLICATION FOR PROPERTY TAX DEDUCTIONS - IDENTIFY ALL ITEMS THAT APPLY

Buyer 1 - Name as appears on conveyance document

Buyer 2 - Name as appears on conveyance document

Address (Number and Street)

Address (Number and Street)

City, State, and ZIP Code

City, State, and ZIP Code

Telephone Number

E-mail

Telephone Number

E-mail

THE SALES DISCLOSURE FORM MAY BE USED TO APPLY FOR CERTAIN DEDUCTIONS FOR THIS PROPERTY. IDENTIFY ALL OF THOSE THAT APPLY.

YES NO CONDITION

☐ ☐ 1. Will this property be the buyer's primary residence? Provide complete address of primary residence, including county:

Address (Number and Street)

City, State ZIP Code

County

☐ ☐ 2. Does the buyer have a homestead in Indiana to be vacated for this residence? If yes, provide complete address of residence being vacated, including county:

Address (Number and Street)

City, State ZIP Code

County

YES NO CONDITION

☐ ☐ 3. Homestead
☐ ☐ 4. Solar Energy Heating/Cooling System
☐ ☐ 5. Wind Power Device
☐ ☐ 6. Hydroelectric Power Device
☐ ☐ 7. Geothermal Energy Heating/Cooling Device
☐ ☐ 8. Is this property a residential rental property?
☐ ☐ 9. Would you like to receive tax statements for this property via e-mail? (Provide contact information below. Please see instructions for more information. Not available in all counties.)

Primary property owner contact name

E-mail

Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5, "Real Property Sales Disclosure Act". (Note: Spouse information, Social Security and Driver's License/Other numbers are not necessary if no Homestead Deduction is being filed.)

Signature of Buyer1

Signature of Buyer2/Spouse

Printed Legal Name of Buyer 1

Sign Date (MM/DD/YYYY)

Printed Legal Name of Buyer 2/Spouse

Sign Date (MM/DD/YYYY)

Last 5 digits of Buyer 1 Driver's State License/ID/Other Number Last 5 Digits of Social Security Number

Last 5 digits of Buyer 2/Spouse Driver's State License/ID/Other Number Last 5 Digits of Social Security Number

PART 2 - COUNTY ASSESSOR																							
The county assessor must verify and complete items 1 through 14 and stamp the sales disclosure form before sending to the auditor:																							
1. Property	2. AV Land	3. AV Improvement	4. Value of Personal Property	5. AV Total	6. Property Class Code	7. Neighborhood Code	8. Tax District	9. Acreage															
A.)																							
B.)																							
Assessor Stamp			10. Identify physical changes to property between March 1 and date of sale. _____ _____ _____ _____ _____			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">YES</th> <th style="width: 10%;">NO</th> <th style="width: 80%;">CONDITION</th> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>11. Is form completed?</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>12. State sales fee required?</td> </tr> <tr> <td colspan="3">13. Date of sale (MM/DD/YYYY): _____</td> </tr> <tr> <td colspan="3">14. Date form received (MM/DD/YYYY): _____</td> </tr> </table>			YES	NO	CONDITION	<input type="checkbox"/>	<input type="checkbox"/>	11. Is form completed?	<input type="checkbox"/>	<input type="checkbox"/>	12. State sales fee required?	13. Date of sale (MM/DD/YYYY): _____			14. Date form received (MM/DD/YYYY): _____		
						YES	NO	CONDITION															
						<input type="checkbox"/>	<input type="checkbox"/>	11. Is form completed?															
						<input type="checkbox"/>	<input type="checkbox"/>	12. State sales fee required?															
						13. Date of sale (MM/DD/YYYY): _____																	
14. Date form received (MM/DD/YYYY): _____																							
Items 15 through 18 are to be completed by the assessor when validating this sale:																							
15. If applicable, identify any additional special circumstances relating to validation of sale. _____ _____ _____ _____ _____ _____						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">YES</th> <th style="width: 10%;">NO</th> <th style="width: 80%;">CONDITION</th> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>16. Sale valid for trending?</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>17. Validation of sale complete?</td> </tr> <tr> <td colspan="3">18. Validated by: _____</td> </tr> </table>			YES	NO	CONDITION	<input type="checkbox"/>	<input type="checkbox"/>	16. Sale valid for trending?	<input type="checkbox"/>	<input type="checkbox"/>	17. Validation of sale complete?	18. Validated by: _____					
						YES	NO	CONDITION															
						<input type="checkbox"/>	<input type="checkbox"/>	16. Sale valid for trending?															
						<input type="checkbox"/>	<input type="checkbox"/>	17. Validation of sale complete?															
						18. Validated by: _____																	
PART 3 - COUNTY AUDITOR																							
Auditor Stamp			1. Disclosure fee amount collected: \$ _____ 2. Other Local Fee: \$ _____ 3. Total Fee Collected: \$ _____ 4. Auditor receipt book number: _____ 5. Date of transfer (MM/DD/YYYY): _____			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">YES</th> <th style="width: 10%;">NO</th> <th style="width: 80%;">CONDITION</th> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>6. Is form completed?</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>7. Is state fee collected?</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>8. Attachments complete?</td> </tr> </table>			YES	NO	CONDITION	<input type="checkbox"/>	<input type="checkbox"/>	6. Is form completed?	<input type="checkbox"/>	<input type="checkbox"/>	7. Is state fee collected?	<input type="checkbox"/>	<input type="checkbox"/>	8. Attachments complete?			
						YES	NO	CONDITION															
						<input type="checkbox"/>	<input type="checkbox"/>	6. Is form completed?															
						<input type="checkbox"/>	<input type="checkbox"/>	7. Is state fee collected?															
						<input type="checkbox"/>	<input type="checkbox"/>	8. Attachments complete?															
PART 4 - RECEIPT FOR STATEMENT OF DEDUCTION OF ASSESSED VALUATION																							
SDF ID _____ SDF Date (MM/DD/YYYY) _____			Buyer 1 - Name as appears on conveyance document _____																				
Parcel Number _____			Address of Property (Number and Street) _____																				
Check all that apply: <input type="checkbox"/> Homestead <input type="checkbox"/> Solar Energy <input type="checkbox"/> Wind Power <input type="checkbox"/> Hydroelectric <input type="checkbox"/> Geothermal <input type="checkbox"/> Rental Property <input type="checkbox"/> Electronic Statement (e-mail) _____			City, State, and ZIP Code of Property _____ Auditor Signature _____ Date (MM/DD/YYYY) _____																				
A person who knowingly and intentionally falsifies value of transferred real property, or omits or falsifies any information required to be provided in the sales disclosure form commits a Class C felony.																							

