

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH THE AVON LAKE CITY SCHOOL DISTRICT FOR THE ACQUISITION OF THE FORMER ERIEVIEW SCHOOL PROPERTY, LOCATED AT 32630 ELECTRIC BOULEVARD, AVON LAKE, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake ("City") has determined it is in the best interest of the community to acquire the real property known as the former Erieview School site, located at 32630 Electric Boulevard, Avon Lake, Ohio, consisting of approximately 9.5 acres, Permanent Parcel No. 04-00-018-138-069 ("Property"); and

WHEREAS, the Avon Lake City School District ("School District") is the owner of the Property and has agreed to sell the Property to the City under the terms and conditions set forth in a Purchase Agreement attached hereto and marked as Exhibit A; and

WHEREAS, Council finds that acquisition of this property will provide long-term benefits to the residents of Avon Lake and is consistent with the City's goals of enhancing public use opportunities, community development, and municipal planning.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the Mayor is hereby authorized and directed to execute the Purchase Agreement with the Avon Lake City School District, in the form attached hereto as Exhibit A, for the purchase of the Property known as 32630 Electric Boulevard, the former Erieview School site, together with all improvements thereon and rights appurtenant thereto.

Section No. 2: That the total purchase price for the Property shall be Five Hundred Thousand Dollars (\$500,000), payable in five annual installments of One Hundred Thousand Dollars (\$100,000), beginning July 1, 2027, and each July 1 thereafter until paid in full, as set forth in the Purchase Agreement.

Section No. 3: That the City shall also eliminate all City-imposed building permits and fees associated with the construction of the new middle school and improvements to the elementary schools, except for fees of third parties, such as consultants who review plans, as consideration toward the Purchase Price.

Section No. 4: That the Finance Director is authorized to make appropriations, encumbrances, and payments as are necessary to effectuate the intent of this ordinance.

Section No. 5: That the Mayor, Law Director, and other appropriate City officials are hereby authorized to take all actions necessary to implement the Purchase Agreement and to execute any additional documents consistent therewith.

Section No. 6: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 7: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of allowing the timely execution of the Purchase Agreement to secure the Property, for the health, safety, and welfare of the public. Therefore, this Ordinance shall take effect and be in full force immediately upon its passage and approval by the Mayor.

1<sup>st</sup> reading: 11/10/2025

2<sup>nd</sup> reading: 11/24/2025

3<sup>rd</sup> reading:

PASSED: 12/08/2025

/s/ Jennifer G. Fenderbosch  
Council President

POSTED: 12/12/2025

APPROVED: 12/09/2025

ATTEST: /s/ Valerie E. Rosmarin  
Clerk of Council

/s/ Mark A. Spaetzle  
Mayor

## **PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined below) by and between THE CITY OF AVON LAKE , an Ohio municipal corporation, or its nominee, having an address at 150 Avon Beldon Road, Ohio, 44012 (the "Purchaser"), and the AVON LAKE CITY SCHOOL DISTRICT, an Ohio School District, having an address at 175 Avon Beldon Road, Avon Lake, Ohio 44012 (the "Seller"). The "Effective Date" of this Agreement shall be the date this Agreement is signed by Seller, if Seller is the last to sign, or by Purchaser, if Purchaser is the last to sign.

**1. THE PROPERTY.** Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, on the terms and conditions set forth herein, certain real property located at and commonly known as 32630 Electric Blvd **Avon Lake, Ohio 44012**, the former Erieview School being approximately 9.5 acres and more particularly described in **Exhibit A** attached hereto and made a part hereof, and also described as tax parcel number 040018138069, together with all easements, rights, privileges and appurtenances thereunto belonging, including all right, title and interest of Seller in and to any land lying in the right-of-way of any street in front of or adjoining said real property to the centerline thereof (the "Land"), and all improvements, buildings and fixtures thereon (the "Improvements") (the Land and the Improvements are sometimes referred to herein collectively as the "Property"). The Property shall also include the loose furniture and equipment described in Exhibit B attached hereto.

**2. PURCHASE PRICE.** The purchase price of the Property shall be FIVE0 HUNDRED THOUSAND Dollars (\$500,000.00) and the elimination of all permits and building fees imposed by the City or entities under its control, excepting fees of third parties such as consultants who review plans, related to the construction of the new middle school and improvement to the elementary schools (the "Purchase Price"). The Purchase Price shall be paid as follows: Purchaser shall pay ONE HUNDRED THOUSAND Dollars on July 1<sup>st</sup> 2027 and each July 1<sup>st</sup> thereafter until five payments of \$100,000 have been made.

**3. TITLE EXAMINATION OF PROPERTY.**

(a) At Closing, Purchaser shall accept title to the Property subject only to special real estate taxes which are a lien but not then due and payable on the Closing date (the "Taxes") and the Permitted Exceptions. In the event the Purchaser is aware of any matter affecting title to the Property other than Taxes, Purchaser shall notify Seller of the title or survey matters which Purchaser approves and the title or survey matters to which Purchaser objects within fifteen (15) days after receipt by Purchaser of the later of (i) the Commitment and (ii) the Survey, and Seller shall endeavor to remove any such matters objected to by Purchaser, at Seller's expense, within thirty (30) days after Purchaser notifies Seller of such matters. All matters not objected to within the foregoing time period shall be waived and immediately deemed "Permitted Exceptions."

(c) In the event that Seller is unable or unwilling to remove any such title or survey matters objected to by Purchaser within said thirty (30) days, Purchaser shall have the right to elect either: (i) to waive such matter(s), proceed to close this transaction and accept title to the Property subject to such matter(s); or (ii) to terminate this Agreement by giving notice of termination to Seller, in which event any payments made to Seller hereunder shall be returned to Purchaser and this Agreement shall be of no further force or effect; or (iii) work to remove or clear such title matter(s). If Purchaser is unable to remove or clear such title or survey matter(s), Purchaser may continue to elect (i) or (ii) of this Section 3(c) and the Closing Date shall be extended accordingly.

(d) Notwithstanding any other provision of this Agreement to the contrary, Seller shall have the unconditional obligation, subject to appropriation by the Board of Education as required by Ohio Revised Code Section 5705.41, to remove or cure, at no cost to Purchaser, any title matters which are a lien

for the payment of money only, or any title matter which arose after the Effective Date as a result of the acts of Seller.

(e) At any time and from time to time, Purchaser may obtain an update to the Commitment or the Survey and shall have the right, within ten (10) days after receipt of any such update, to notify Seller of any new matter contained in such update, which was not previously identified in any earlier dated Commitment, to which Purchaser objects, in which event the rights of Purchaser set forth above in clauses (i), (ii) and (iii) of Section 3(c) shall again apply if Seller does not correct such matter within thirty (30) days after notice from Purchaser.

**4. SURVEY OF PROPERTY.** Purchaser may obtained, at its expense, an ALTA/NSPS survey of the Property, which includes the Table A items and certification requested by Purchaser (the "Survey"), and the perimeter legal description of the Land prepared and certified by the surveyor shall, if required by Purchaser, be used in the Deed (as hereinafter defined) which is attached as Exhibit A.

**5. TITLE TO PROPERTY.** Seller shall convey good and marketable indefeasible fee simple title to the Property to Purchaser, or its nominee, as determined in accordance with the Title Standards approved by the Ohio State Bar Association, subject only to the Permitted Exceptions and such other title matters approved by Purchaser, by Quitclaim deed (the "Deed"), using the statutory form with a right to repurchase should the City ever elect to sell the Property for the Purchase Price plus the unamortized capital improvements assuming a 20 year straight line depreciation method.

**6. CONDITION OF THE PROPERTY; DISCLAIMER; RELEASE. PURCHASER AGREES AND ACKNOWLEDGES THAT THE PROPERTY IS BEING CONVEYED "AS IS, WHERE IS" AND THAT SELLER HAS NOT MADE ANY OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH HEREIN. PURCHASER FURTHER AGREES AND ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY, AND IS RELYING SOLELY ON ITS INSPECTION AND THE RESULTS THEREOF IN ITS DECISION TO PURCHASE THE PROPERTY HEREIN, AND HAS NOT, AND SHALL NOT, RELY UPON ANY STATEMENT OR INFORMATION FROM WHOMSOEVER MADE OR GIVEN, INCLUDING, BUT NOT LIMITED TO, ANY ATTORNEY, AGENT, EMPLOYEE OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT SELLER, DIRECTLY OR INDIRECTLY, VERBALLY OR IN WRITING, AND SELLER IS NOT AND SHALL NOT BE LIABLE OR BOUND BY ANY SUCH STATEMENT OR INFORMATION. PURCHASER, ON BEHALF OF ITSELF AND ALL FUTURE OWNERS AND OCCUPANTS OF THE PROPERTY, HEREBY WAIVES AND RELEASES SELLER 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. FOR PURPOSES OF THIS AGREEMENT, 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.**

**7. ACCESS TO AND CONDITION OF PROPERTY; DUE DILIGENCE.**

(a) Purchaser, its agents, employees, contractors and engineers shall have the right to enter upon the Property during Seller's normal business hours, or after business hours upon Seller's approval, for

the purpose of inspecting the physical condition of the Property, including, without limitation, for the purpose of performing surveys, soil tests, utility assessments and groundwater tests and test borings, to determine the suitability and feasibility of the Property for Purchaser's intended use thereof, such as the existence and adequacy of all utilities serving the Property, compliance with laws and the like. The right to conduct site investigations includes the right of Purchaser and Purchaser's employees, agents and contractors to enter upon any portion of the Property from time to time to take measurements, make inspections, make survey maps, and to conduct environmental and other studies required by Purchaser in its sole discretion. No such site investigation shall constitute a waiver or relinquishment on the part of Purchaser of its rights under any covenant, condition, representation, or warranty of Seller under this Agreement. Purchaser shall also have the right to pursue changes in the zoning of the Property, work on obtaining any and all necessary permits, feasibility studies, financing and the like for Purchaser's intended use of the Property. In the event any of Purchaser's inspections or tests disturb or damage the Property in any way, Purchaser shall promptly return the Property to the condition that existed immediately before such inspection or test. Purchaser shall hold Seller harmless against any expense for any tests or inspections that it conducts and shall indemnify and hold Seller harmless from any and all claims, liabilities, demands, losses, costs, expenses (including reasonable attorney's fees), damages or recoveries, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Purchaser, its agents, employees, and representatives, with regard to the entry on the Property and/or tests and inspections conducted. Purchaser shall carry commercial general liability insurance covering all activities conducted by Purchaser, its agents, contractors and engineers on the Property.

(b) Subject to Section 7(c), Purchaser shall have until December 15, 2025 to complete all such due diligence and feasibility investigations. If Purchaser fails to close by December 31, 2025, the Seller may terminate this Agreement and retain the earnest money deposit.

**8. INFORMATION AND DOCUMENTS.** No later than five (5) days after the Effective Date, Seller shall provide Purchaser with copies of, access to and the opportunity to inspect all leases, surveys, title policies, warranties, drawings, title documents, engineering and environmental test reports and analyses and any other documents or writings in any way pertaining to the Property in the possession or control of Seller.

**9. PLANS AND APPROVALS.** Purchaser shall have the right to file, at Purchaser's expense, any and all plans required in order to obtain a building and/or demolition permits, and any rezoning, subdivision (or the vacation of any existing subdivision or consolidation plat) or any other application to obtain any approval, permit, license, certificate, exception, authorization or variance from any and all governmental authorities having jurisdiction over the Property, which Purchaser deems appropriate in connection with Purchaser's contemplated uses of the Property, including, without limitation, those pertaining to zoning, subdivision, use, building, erosion, environmental compliance, curb cuts, and utility connections and services. Seller agrees to join in the execution of any application required in order to obtain such permit or approval (or file such application individually if the relevant governmental authority shall so require, but at no cost to Seller). Seller further agrees to reasonably cooperate with Purchaser or its nominee as necessary to obtain approvals, including without limitation, attending and giving testimony at any hearings on the petitions or applications, meeting with, and providing information to, public and private utilities and governmental and quasi-governmental entities and otherwise working to obtain the agreements, assurances, approvals and permits required by Purchaser or its nominee without additional cost or obligation to Seller. Notwithstanding the foregoing, Seller will not charge purchaser for its cooperation described herein; provided, however, Seller shall not be obligated to cooperate where such cooperation would require Seller to incur costs or expenses, unless Purchaser agrees to pay for such costs and expenses.

**10. REPRESENTATIONS AND WARRANTIES.** Except as specifically set forth herein, Seller specifically disclaims any representation, warranty, or guaranty with respect to the Property,

express or implied, including, but not limited to, any representation or warranty as to the condition of the Property, fitness for a particular purpose, quality, freedom from defects or contamination, whether or not detectable by inspection, compliance with zoning or other legal requirements or as to the availability or existence of any utility or other governmental or private services or as to the amount of taxes assessed to the Property. Seller represents and warrants to Purchaser that:

(a) Seller has not received any notice of, and to the best of its knowledge, there are no (i) proposed special assessments, condemnation, or changes in the roads adjacent to the Property; (ii) pending public improvements which will result in any charge being levied or assessed against, or a lien being created upon, the Property; or (iii) pending or threatened eminent domain or condemnation proceedings against or involving the Property or any adjacent parcel.

(b) There is no litigation, proceeding or action pending or threatened against or relating to Seller or the Property or which questions the validity of this Agreement or any action taken or to be taken by Seller pursuant hereto.

(c) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a violation of, be in conflict with or constitute a default under any term or provision of any agreement, instrument or lease to which Seller is a party.

(d) No notices or citations for the violation of any zoning, building or other law, ordinance, regulation or directive of any governmental authority or authorities having jurisdiction relating to the Property or any part or parts thereof, have been received, or are known by, Seller.

(e) Seller is not in receipt of any notice of violation of any federal, state or local laws, statutes, ordinances, permits, licenses, orders, approvals, variances, rules or regulations or judicial or administrative decisions which would have an adverse effect upon the Property.

(f) Each person executing and delivering this Agreement and all documents to be executed and delivered by Seller at the Closing represents and warrants to Purchaser that he or she has due and proper authority to execute and deliver the same. Seller has the full right, power and authority to sell and convey the Property to Purchaser as provided herein and to carry out its obligations hereunder. Seller's required governmental officers, agents and employees have authorized and approved of the execution and delivery of this Agreement, the transaction that is the subject of this Agreement, and all documents to be executed and delivered by Seller at the Closing.

Seller shall fully disclose to Purchaser, as soon as reasonably practical upon its occurrence, any change in facts of which Seller becomes aware after the Effective Date which may affect the representations and warranties set forth above. For purposes of this Section, "knowledge" of Seller, as used herein, shall mean the actual knowledge of Superintendent Joelle Magyar Laub and Autumn Reed, Treasurer, as of the date of this Agreement and as of the Closing Date. The warranties and representations of Seller contained herein shall be deemed renewed at Closing and shall survive the Closing and the recording of the Deed for a period of one (1) year, but not thereafter.

**11. SELLER'S COVENANTS.** Seller shall not enter into or consent to any lien, easement, restriction, governmental improvement or other matter affecting Seller's title to the Property or the permitted use of the Property, or that may result in the imposition of any assessment against the Property or any part thereof, nor shall Seller enter into any lease, service contract or other agreement with respect to the Property or the possession, use or control thereof, without first obtaining the prior written consent of Purchaser, which Purchaser may withhold, in its sole discretion. Seller shall maintain, repair and keep the Property in its present condition, reasonable wear and tear excepted. Seller shall not remove, plant or add any soil, trees, plants or improvements or make any other alterations to the Property from and after the

Effective Date, other than normal day-to-day maintenance and repairs, which Seller covenants it shall perform. Seller will continue to maintain insurance on the Property, if any, at its present policy limits, or may continue to self-insure such items, if applicable. Seller shall comply with all laws, ordinances and regulations of any governmental authority having jurisdiction over the Property.

**12. PURCHASER'S REPRESENTATIONS.** Purchaser represents and warrants to Seller that:

(a) Purchaser is in good standing in Ohio and authorized to transact business therein and, that its nominee, if any, will be an entity formed in or authorized to do business in the State of Ohio as of the Closing Date. Purchaser or Purchaser's nominee has and will have as of the Closing Date, the necessary power and authority to consummate the transactions contemplated by this Agreement and has or will have, by proper resolutions, duly authorized the execution and delivery of this Agreement and all necessary documents to consummate the transactions contemplated in this Agreement.

**13. CONDITIONS TO PURCHASER'S OBLIGATIONS.**

(a) The obligation of Purchaser to consummate the transaction contemplated by this Agreement is conditioned upon the fulfillment of each of the following conditions as of the Closing Date (all or any portion of which may be waived in whole or in part by Purchaser at or prior to Closing):

(i) Seller shall have performed, observed, and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller prior to or as of the Closing Date as and when required;

(ii) All of the representations and warranties made by Seller and set forth in this Agreement shall be true and correct as of the Effective Date and as of the Closing Date; and

(iii) Purchaser shall have completed its due diligence and feasibility review and assessment of the Property, which shall have been satisfactory to Purchaser in all respects.

(b) If, as of the Closing Date, any of the conditions of Section 14(a) hereof are not fulfilled, in whole or in part, Purchaser, at its sole option, shall have the right, exercisable by notice to Seller:

(i) To waive such condition and proceed to close this transaction,

(ii) To terminate this Agreement, in which event any money shall be returned to Purchaser and the parties hereto shall thereafter be released from any and all obligations under the terms of this Agreement, or

(iii) To extend the time for closing hereunder until all of the conditions in Section 14(a) above are satisfied. If Purchaser elects to proceed pursuant to clause (iii) of this Section 14(b), Purchaser may still, in its sole discretion, elect clause (i) or (ii)

subsequently, at any time, upon written notice to Seller, for so long as any of the conditions set forth in Section 14(a) above are not satisfied.

(c) If the purchase and sale contemplated herein is not consummated because of the inability, failure or refusal, for whatever reason whatsoever of Seller to convey the Property in accordance with the terms and conditions provided herein or because of the default by Seller in the performance of any of its obligations set forth in this Agreement, Purchaser shall be entitled, in its sole discretion, to elect to terminate this Agreement by written notice to Seller, in which event the any and all monies paid to Seller or deposited in escrow by Purchaser pursuant to this Agreement shall be promptly returned to Purchaser. In no event shall Seller be liable for consequential damages, including lost profits.

(d) Notwithstanding any provisions of this Agreement to the contrary, if Seller performs all of its obligations hereunder and Purchaser fails to close this transaction by November 30, 2025 for reasons other than Seller's default or the failure of any of the conditions set forth in Section 14(a), this Agreement shall terminate and the any money deposited shall be delivered to Seller as agreed upon as liquidated damages as Seller's exclusive remedy, it being agreed that the amount of the Earnest Money Deposit is a reasonable forecast of just compensation for the loss that would be caused by Purchaser's breach and that the loss that would be caused by such breach is one that is incapable of ascertainment or very difficult to ascertain.

#### **14. CONDITIONS TO SELLER'S OBLIGATIONS.**

(a) The obligation of Seller to consummate the transaction contemplated by this Agreement is conditioned upon the fulfillment of each of the following conditions as of the Closing Date (all or any portion of which may be waived in whole or in part by Seller at or prior to Closing):

(i) Purchaser shall have performed, observed, and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Purchaser prior to or as of the Closing Date as and when required;

(ii) All of the representations and warranties made by Purchaser and set forth in this Agreement shall be true and correct as of the Effective Date and as of the Closing Date.

(b) If any of these conditions are not satisfied or waived, Seller shall have the right to terminate this Agreement by notice to Purchaser on or before the Closing Date. In the event of termination due to Purchaser's failure to satisfy the above conditions, the Escrow Agent shall immediately refund the Earnest Money Deposit to Seller as liquidated damages as provided in Section 16(d).

#### **15. CLOSING.**

(a) The closing of the transaction contemplated by this Agreement (the "Closing") shall occur by December 31, 2025.

(b) Seller and Purchaser, or its nominee, shall deposit their respective documents, with the other on or before the Closing Date.

(c) At Closing, Purchaser, or its nominee, shall pay the cost of recording the Deed;



(d) At Closing, the Seller shall deliver the Quitclaim Deed to Purchaser, or its nominee, by filing the Deed for record in the public records in which the Property is located.

(e) Seller shall be responsible for and shall pay all utility charges (including, without limitation, water, sewer, gas, and electric) incurred at the Property to the close of business on the Closing Date.

**16. CONDEMNATION AND EMINENT DOMAIN.** If the Property is subjected to a taking, either total or partial, by eminent domain for any public or quasi-public use, or if notice of intent of a taking or a sale in lieu of taking is received by Seller or Purchaser, Purchaser shall have the right, at its sole option, exercisable by notice to Seller, to either (a) proceed to close this transaction, in which event Purchaser shall be entitled to participate in any such condemnation or eminent domain proceedings and to receive all of the proceeds attributable to any portion of the Property to be conveyed to Purchaser, or (b) terminate this Agreement, in which event all funds and documents shall be returned to the depositing party; the Earnest Money Deposit shall be returned to Purchaser; Seller and Purchaser shall pay the costs and expenses of this transaction chargeable to them; and Seller and Purchaser shall have no further rights or obligations hereunder.

**17. TAXES.** All general taxes shall be prorated and adjusted between Seller and Purchaser as of the Closing Date, with Seller charged for the Closing Date and the days prior thereto, on the basis of the last officially certified and available tax duplicate for the Property. In the event the Property is not separately assessed as a separate tax parcel as of Closing because the Property is part of a larger parcel of real property which is a separate tax parcel, taxes shall be prorated on the basis of the last officially certified and available tax duplicate for such larger tax parcel in proportion to the number of acres comprising the Property in relation to the acres comprising the larger tax parcel. If the actual real estate taxes paid by Purchaser in respect of the period of the proration exceed the credit given Purchaser at Closing for such taxes, Seller shall, upon presentation of appropriate paid tax bills, promptly reimburse Purchaser for any amounts incurred by Purchaser for such taxes in excess of the prorated credit. Seller's obligation to reimburse Purchaser under this Section 18 shall survive the Closing and the recording of the Deed.

**18. POSSESSION.** Subject to the Permitted Exceptions exclusive possession of the Property shall be delivered by Seller to Purchaser on the Closing Date. Seller shall be obligated to maintain property and liability insurance for the Property until delivering possession to Purchaser. If there is a fire or other casualty affecting the Property prior to the Closing Date, then, Purchaser may, at its sole option, elect to do either of the following: (a) receive the proceeds of any insurance payable in connection with such damage or destruction (plus any deductible) and thereupon remain obligated to perform this Agreement; or (b) terminate this Agreement and receive any funds previously paid or deposited with the Escrow Agent. The aforesaid option shall be exercised by Purchaser by written notice to Seller within THIRTY (30) days after Purchaser's receipt of notice of such damage or destruction from Seller. Upon termination of this Agreement by Purchaser pursuant to this Section, Purchaser shall be entitled to the return of its Earnest Money Deposit and neither party shall thereafter be under any further liability to the other.

**19. NOTICES.** All notices, requests and other communications under this Agreement shall be in writing and shall be deemed given when made by personal delivery, sent by nationally recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below, and notice shall be deemed given on the date on which the notice is received by a party, in the case of personal delivery, on the date on which it is deposited with a nationally recognized overnight courier, or the date on which it is deposited in the U.S. Mail in the case of mail:

To Seller: Avon Lake Board of Education  
Attn: Joelle Magyar, Superintendent

175 Avon Beldon Road  
Avon Lake, Ohio 44012

To Purchaser: City of Avon Lake  
Attn: Mayor  
150 Avon Beldon Road  
Avon Lake, Ohio, 44012

When a date specified herein falls upon a Saturday, Sunday, National holiday or State of Ohio holiday, the following Monday or the day after such holiday (that is not a Saturday, Sunday, National holiday or State of Ohio holiday) shall be used for purposes of this Agreement.

**20. MECHANIC'S LIEN.** Seller represents that no construction work has been performed on the Property or materials supplied for the Property within ninety (90) days of the date hereof for which a mechanic's lien could be filed. Purchaser agrees to give Seller notice of any such liens promptly after obtaining knowledge thereof. If any such liens are not discharged of record within SIXTY (60) days after the receipt by Seller of such notice, Purchaser shall have the right to pay the full amount of any such liens to the lien claimants, and Seller shall reimburse Purchaser for any such payments within FIFTEEN (15) days after receiving from Purchaser copies of receipts for such payments. Seller's obligations under this Section 21 shall survive the Closing and the recording of the Deed.

**21. MISCELLANEOUS.** This Agreement constitutes the entire agreement between Seller and Purchaser regarding the sale and purchase of the Property, and shall be binding upon, and inure to the benefit of Seller and Seller's successors and permitted assigns, and of Purchaser and its successors and assigns. This Agreement shall not be assigned by Seller without the prior written consent of Purchaser, but may be assigned by Purchaser without the consent of Seller. This Agreement shall be governed by State of Ohio law. No provision of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provision. This Agreement may be executed in counterparts and each such counterpart shall be deemed an original document, and all of which when taken together shall constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatories to the same counterpart. This Agreement may not be amended, modified or altered except by a writing signed by both parties.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed to be effective as of the date first set forth above but this Agreement was signed on the respective dates specified below.

**SELLER:**

**AVON LAKE CITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Treasurer, Board of Education

Dated: \_\_\_\_\_, 2025

**PURCHASER:**

**CITY OF AVON LAKE**

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_, 2025

**EXHIBIT A**