

Board of Municipal Utilities
Meeting Minutes
April 18, 2023
201 Miller Road
Avon Lake, Ohio

Call to Order – Roll Call

The meeting was called to order at 7:04 PM following the Work Session. The meeting was held in-person using web-based video conferencing technology and streamed live over Facebook. Audio was not available due to issues with the audio equipment in the room.

Present: Mr. Abram, Mr. Dzwonczyk, Mr. Rickey, Mr. Rush, and Mrs. Schnabel

Also present: CUE Munro, CUO Yuronich, Avon Lake Law Director Gary Ebert, Councilman Mark Spaetzle, LORCO Trustee Del Roig and Attorney's Coyne and Khawam of Mansour Gavin.

Approve Minutes

Mr. Dzwonczyk presented the Minutes of the April 4, 2023 regular meeting. With no additional changes, additions or corrections noted, he ordered that the minutes stand and be distributed as presented.

Public Speakers

None.

Correspondence

None.

Expenditures

Following review of expenses dated April 18, 2023, for funds and amounts as follows, Mr. Abram moved, Mr. Rickey seconded, to approve the expenditures of March 30 through April 13, 2023:

Water Fund 701	\$	311,047.53
Wastewater Fund 721	\$	170,008.84
ETL1 Fund 703	\$	152,149.38
ETL2 Fund 762	\$	384,991.64
LORCO Fund 749	\$	4,486.58
Water Construction Fund 704	\$	78,108.44
Wastewater Construction Fund 724	\$	78,108.45

Ayes (per voice vote): Abram, Dzwonczyk, Rickey, Rush, and Schnabel

Nays: None

Motion carried.

The Social Gathering

During the Work Session, Mr. Munro presented a proposal from The Social Gathering. He explained that the Social Gathering is a social media and marketing firm. By contracting this work to the Social Gathering, it will reduce some of the workload on staff that have been handling these duties on top of their normal responsibilities. Staff is recommending the approval of this agreement at a cost of \$3,500 per month.

With no further discussion, Mr. Rush moved, Mr. Rickey seconded, to authorize the CUE to execute a six-month agreement with The Social Gathering, per the proposal presented, at a cost of \$3,500 per month.

Ayes (per voice vote): Abram, Dzwonczyk, Rickey, Rush, and Schnabel

Nays: None

Motion carried.

Annual Step Increase

Mr. Yuronich informed the Board that Greg Kushner was being moved from Operator-Step 5 to Step 6. He stated that there had been several changes in the Collective Bargaining Agreement (CBA) over the last two contracts that had resulted in conflicting language between the CBA and Board approved job descriptions as to what level of licensure was required to advance to the higher Wage Steps. Mr. Yuronich worked with the Union to draft a Memorandum of Understanding to clarify the licensure requirements for step increases. Mr. Yuronich also stated that Mr. Kushner is a very valuable and qualified employee, and that staff are fully supportive of this step increase.

Project Updates

Power Plant Update: Mr. Yuronich informed the Board that asbestos samples were collected and analyzed for both the raw water (Lake Erie) and tap water. Neither of the samples showed any quantifiable amount of asbestos and that these samples will be regularly conducted while the demolition work at the power plant continues to help reassure customers on the safety of their drinking water.

ETL Design Services: Mr. Yuronich informed the Board that staff was working with Bramhall Engineering to re-align a portion of the new ETL pipes. Mr. Rickey asked why HDR who did the design work was not tasked with this. Mr. Munro stated that because Bramhall was the one handling the easements along the project area it made more sense for them to handle the relocation.

WFP Improvements: Mr. Yuronich stated that the Ohio EPA had said in an email that comments could be expected by April 17, 2023. As of the meeting there had been no communication or comments received and Mr. Yuronich stated that either himself or HDR would be reaching out to the Ohio EPA to see if there were any updates.

2022 Water Line Bundle Project: Mr. Yuronich stated that UUI will be performing site restoration and concrete work over the next couple of weeks. Tree lawns and punch-list items will also be addressed over this time throughout the project areas.

Additional Storage Building: Mr. Yuronich stated that Kendera Inc. will be caulking and sealing the saw cuts in the building. Staff worked to complete the conduit runs to the Additional Storage Building to prepare for the various utilities to complete their tie-ins.

CUE Report

Mr. Munro reported that he attended the Association of Ohio Drinking Water Agencies (AODWA) business meeting in Columbus on April 13, 2023. The AODWA group is providing comments to Ohio EPA on the five-year review of the Operator Certification Rule. Significant changes are being requested by AODWA and one of the main topics relates to licensure reciprocity in Ohio. Mr. Munro will be working closely with the AODWA legal representatives to spearhead the necessary changes to the Operator Certification Rule. Mr. Munro stated that this is one of many reasons why we pay membership dues to the various professional organizations. Membership in organizations like AODWA provide staff with the opportunity to effect change in the water and wastewater industry.

Miscellaneous & Member Reports

Mr. Rickey informed the Board that he and Mr. Yuronich attended the Charter Review Commission meeting on April 5, 2023 and that there did not seem to be any support in advancing the Board's request for a Charter Amendment.

Mr. Dzwonczyk stated that he, Mr. Munro, Mr. Yuronich, Attorney Rinker, Attorney Khawam attended a meeting with members of the LORCO Board and their representatives on April 12, 2023.

Public Speakers

None.

Executive Session

Mr. Rush moved, Mr. Abram seconded, to meet in executive session as allowed by ORC §121.22 (G)(1), (G)(2) and (G)(3) to discuss the compensation of public employees, the purchase and/or sale of property, and pending legal matters and to include the CUE, the CUO, the Law Director and representatives from Mansour Gavin.

Ayes (per roll-call vote): Abram, Dzwonczyk, Rickey, Rush, and Schnabel
Nays: None
Motion carried.

The Board entered Executive Session at 7:38 PM

The Board reconvened the public meeting at 8:44 PM

Following the Executive Session, Mr. Munro requested that the Board take formal action regarding the purchase of property. To avoid any conflict of interest, Mr. Dzwonczyk stated that he would abstain from voting on any matters related to property.

Hengst Property

Mr. Abram moved, and Mr. Rickey seconded, to authorize the CUE to execute a real estate purchase agreement with David Hengst, for the not-to-exceed amount of \$86,000, for the purchase of property described in Exhibit A of the agreement.

Ayes (per voice vote): Abram, Rickey, Rush, and Schnabel
Nays: None
Abstentions: Dzwonczyk
Motion carried.

Mr. Abram moved, and Mr. Rickey seconded, to appropriate \$86,000 from the Water Fund balance to Fund 701.180.000.55008 – Capital Land & Land Improvements for the purchase of property.

Ayes (per voice vote): Abram, Rickey, Rush, and Schnabel

Nays: None

Abstentions: Dzwonczyk

Motion carried.

Huerner Property

Mrs. Schnabel moved, and Mr. Rickey seconded, to authorize the CUE to execute a residential real estate purchase agreement with Thomas & Mary Huerner, for the not-to-exceed amount of \$400,000, for the purchase of property described in Exhibit A of the agreement.

Ayes (per voice vote): Abram, Rickey, Rush, and Schnabel

Nays: None

Abstentions: Dzwonczyk

Motion carried.

Mrs. Schnabel moved, and Mr. Rickey seconded, to authorize the CUE to execute a residential lease agreement with Thomas & Mary Huerner, for the lease of property as described in Exhibit B of the residential real estate agreement.

Ayes (per voice vote): Abram, Rickey, Rush, and Schnabel

Nays: None

Abstentions: Dzwonczyk

Motion carried.

Mrs. Schnabel moved, and Mr. Rickey seconded, to appropriate \$400,000 from the Water Fund balance to Fund 701.180.000.55008 – Capital Land & Land Improvements for the purchase of property.

Ayes (per voice vote): Abram, Rickey, Rush, and Schnabel

Nays: None

Abstentions: Dzwonczyk

Motion carried.

Adjourn

As there was no further business, Mr. Abram moved, and Mr. Rush seconded, to adjourn. The meeting adjourned at 8:49 PM.

Ayes (per voice vote): Abram, Dzwonczyk, Rickey, Rush, Schnabel

Nays: None

Motion carried.

Approved May 2, 2023.

John Dzwonczyk, Chairman

Robert Munro, Clerk



Avon Lake Regional Water Social Media



Avon Lake
Regional Water

Why The Social Gathering



Our full service agency provides research, cohesive branding on all platforms, social media content creation, posting, ad strategy, budget review and recommendations. We work to make your brand strategy progressive so you can focus on the business at hand.

Our social media strategy builds two way relationships with current customers and the public. Our team drives engagement to your brand with strategic posts that encourage more likes, shares and comments. We have a formula that builds trust and results.

Social Media

Services Include:

- Content
- Ad Placement
- Graphic Design
- Video Production
- Monthly Reporting
- Ad Strategy Review



Content Concepts:

- Meet the Team - intros to the workers at the plant
- From Lake to Tap - short videos on where and how the water is treated
- Meet the Board - intros to Board Members



Video Production

Video Content

Content is KING and Video is the Emperor of all Content! Our team includes copy writers, video production experts and onsite video shoots that start from the “social media” feel of an iPhone with intros and outros, animation, music, and storyboarding, to full on broadcast commercial shoots.

All content can be utilised for social media, email marketing, website search engine optimization, YouTube, broadcast and more.

Let us build upon your already existing social media presence and ADD to your program.

Overview

Services Include:

- Content Strategy
- Storyboard/Copy Writing
- Onsite video shoots
- Voice Over - Voice Acting
- Animation
- Post Production
- Graphic Design



Sample Posts

Did you Know Posts:

*Did you know the water plant laboratory staff performs 150 tests every day and over 50,000 each year to ensure you receive high quality drinking water. (with photo of a staff member testing the water)

* Did you know our plant provides 22 Million Gallons of Water per day? (video of water flowing)

Did you know Avon Lake Regional Water provides water for more than 200,000 Ohio residents living in Lorain, Erie, Huron, Medina, Cuyahoga, Ashland and Wayne Counties? (with photo of map)

Behind the Scenes:

Get to know our team: Meet Robert Munro, Chief Utilities Executive and find out what he likes to do in his off time (Insert video)

Get to Know Greg Yuronich our Chief of Utility Operations. Greg explains what some of his daily duties entail (Insert Video)

We would also like to feature some of the board members here as well

Avon Lake Regional Water Program



What You Get

Video Production:

- Video production and social media posting - up to 3 videos per month
- Press release preparation and send out - as needed (not to exceed 2x per month)
- Video production/graphic design/flyers/etc. (Does not include printing costs)

Social Media Posting

- Facebook management including 3x posts per week
- Content conceptualizing and creation
- Content strategy and posting
- Recommendation for Social Media response to current environmental incidents and/or events
- Graphic design of any and all brand needs (up to 6x per month)
- Updating of website content as needed

Investment

Total campaign costs - \$3500 Net

- 6 month commitment
- Review request every 3 months
- Contract renewal at 5 months for the following 12 month time period

Agreement

Signature

Date

REAL ESTATE PURCHASE AGREEMENT

1. OFFER: ACCEPTANCE. AVON LAKE REGIONAL WATER through THE CITY OF AVON LAKE, OHIO, an Ohio municipal corporation, ("Buyer"), hereby offers and agrees to buy and DAVID J. HENGST, ("Seller"), hereby agrees to sell the property described below. As used herein the "date of this Agreement" shall mean the date the last party to sign its acceptance.

2. THE PROPERTY.

A vacant tract of commercially zoned land located at the southeast corner of West Shore Road and Avalon Road, Avon Lake, Ohio aka Lorain County Parcel ID Nos. 04-00-006-103-001 and 04-00-006-103-002 totaling approximately (+/-) 0.10 acres, more fully depicted and described in Exhibit "A" which is attached hereto and incorporated herein by reference.

- a. The "Property" shall include:
- i. The land described above, all easements, hereditaments, appurtenances, all buildings and fixtures in the present condition, including, without limitation, all of Seller's right, title and interest in and to the land underlying, the air space overlying and any public or private ways or streets crossing or abutting said real estate (collectively, the "Land");
 - ii. All goods, equipment, machinery, apparatus, fittings, furniture, furnishings, supplies, spare parts, appliances, tools, historical records regarding the operation and/or leasing of the Land and Improvements and other personal property of every kind located on the Land or within the Improvements and used in connection with the operation, management or maintenance of the Land or the Improvements, excluding any such items owned by tenants of the Land or by a public utility, but specifically including, without limitation, the property described on Exhibit B. attached hereto and incorporated herein by this reference (collectively, the "Personalty"); and
 - iii. All of the right, title and interest of the Seller as "lessor" or "landlord" in, to and under all leases and other agreements for the use, occupancy or possession of all or any part of the Land or the Improvements, including, without limitation, (A) all the tenant leases, including without limitation security deposits held in connection therewith, all as scheduled and identified on Exhibit C, attached hereto and incorporated herein by this reference (as amended and/or assigned, collectively, the "Existing Leases"), and if any security deposits consist of letters of credit, Seller shall execute an assignment of letter of credit substantially in the form of Exhibit D, and (B) all new tenant leases, amendments to Existing Leases, renewals of Existing Leases or other agreements for use, occupancy or possession of all or any part of the Land or the Improvements entered into between the Effective Date (as defined in herein) and the Closing Date (as defined in herein) in accordance with the terms and conditions of this Agreement (as amended, collectively, the "New

Leases") (the Existing Leases and the New Leases shall be referred to herein collectively as the "Leases")

3. PURCHASE PRICE. The price shall be \$86,000.00 (the "Purchase Price"), to be paid as follows:

a. \$1,000.00 Earnest money deposit (the "Deposit") in the form of a check payable to the Title Company (as hereinafter defined) to be delivered to Seller and deposited in escrow within seven (7) days following the date of this Agreement.

b. The balance of the Purchase Price plus any prorations stated herein shall be paid to the Title Company on the Closing Date (as hereinafter defined).

c. Notwithstanding the foregoing, in the event (i) Seller is a "Foreign Person" (as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder (the "Code")), (ii) Seller fails or refuses to deliver the certificate and affidavit of non-foreign status described in Section 11.(a)(iv) hereof, or (iii) Buyer receives notice from any Seller-transferor's agent or Buyer-transferee's agent (as each of such terms are defined in the Code) that, or Buyer has actual knowledge that, such certificate and affidavit is false, Buyer shall deduct and withhold from the Purchase Price a tax equal to fifteen (15%) percent of the Purchase Price, as required by Section 1445 of the Code. Buyer shall remit such amount to, and file the required form with, the Internal Revenue Service, and Buyer shall receive a credit against the Purchase Price for the amount so withheld.

4. SURVEY. Prior to the expiration of the Contingency Period specified below, Buyer, at its sole cost and expense, may obtain a survey and a legal description of the Property prepared by an Ohio registered surveyor selected by Buyer. The survey shall be prepared in accordance with the minimum standard detail requirements for land surveys most recently adopted by ALTA/ACSM, shall be certified to Buyer and, if requested, to Buyer's title insurer and lender, and shall be sufficient for purposes of deleting the printed "survey exception" from the title insurance policy.

5. CONTINGENCIES.

a. Buyer shall have a period of ninety (90) days following the date of Seller's acceptance of this Agreement or as the parties may mutually agree in writing (the "Contingency Period"), to: (1) determine that the condition, soils, environmental and wetland status, utilities, drainage, access and all other matters for which Buyer deems inspections to be necessary are satisfactory for Buyer's proposed use and development of the Property ("Buyer's Use"); (2) obtain a marketing study satisfactory to Buyer as to the feasibility of Buyer's Use; (3) obtain appropriate zoning to permit the Buyer's Use; (4) obtain the approval of a master/final development plan regarding the Property; (5) obtain a building permit for Buyer's proposed development; and, (6) obtain commitments for real estate tax abatement, road and infrastructure improvements (sewer, water, electric and storm drainage) and other inducements (which may include tax increment financing) from the governmental authorities having jurisdiction over the Property. Buyer may provide Seller with a copy of all reports and other documentation obtained or generated about the

Property as a result of its due diligence investigations. Seller acknowledges that these reports are being provided as a courtesy and that Buyer is not warranting the accuracy of the reports.

b. During the Contingency Period, Buyer may enter the Property during reasonable business hours to conduct tests and inspections. Buyer shall promptly repair any damage to the Property resulting from its inspections and Buyer shall hold Seller harmless from any personal injury or property damage arising out of Purchaser's activities on the Property. This obligation shall survive the closing.

c. If as a result of Buyer's inspections and investigations, Buyer in its sole discretion determines that the results of any inspection are unsatisfactory, or if any other contingencies described above are not determined to Buyer's satisfaction, Buyer shall have the right to terminate this Agreement by giving Seller written notice prior to the expiration of the Contingency Period. In the event of termination, the Deposit shall be refunded and Buyer and Seller shall be released from all further obligations under this Agreement. If Buyer does not notify Seller of any deficiencies prior to the conclusion of the Contingency Period, then Buyer shall be deemed to accept the Property in its present condition. If Buyer fails to so terminate this Agreement prior to the expiration of the Contingency Period, Purchaser's rights under this Section 5 shall be deemed waived.

6. DAMAGE. Seller shall bear the risk of loss and shall maintain adequate insurance until title transfer. If any portion of the Property is damaged or destroyed prior to Closing, Seller shall promptly notify Buyer of such damages and of the amount of insurance proceeds payable (exclusive of proceeds specifically for damage to personal property of Seller not to be conveyed to Buyer). If the amount of damage (determined by the insurance adjuster) exceeds the lesser of 10% of the Purchase Price or \$5,000.00, the Buyer shall have the option, to be exercised by notice to Seller not later than five (5) days after notice from Seller, to: (a) complete the transaction and receive the proceeds of any insurance payable for damage to the Property plus a credit at Closing equal to the amount of the "deductible", or (b) terminate this Agreement. The failure of Buyer timely to exercise its option shall be deemed an election to complete this transaction. If the amount of the damage is less than the amount specified above, then Buyer shall be required to accept the insurance proceeds plus a credit at Closing equal to the amount of the damage not paid by insurance.

7. TITLE.

a. Seller shall convey marketable title to the Property to Buyer, or Buyer's nominee, by general warranty deed (the "Deed"), with release of dower, if any, free and clear of all liens and encumbrances except the "Permitted Exceptions", defined as follows: (1) any mortgage which Buyer has agreed to assume; (2) real estate taxes and assessments which are not yet due and payable; (3) zoning ordinances, if any; (4) restrictions, conditions, reservations, and easements of record, if any, which do not materially and adversely effect the use or value of the Property; and (5) any liens or encumbrances created by the acts of Buyer or waived by Buyer as provided in Section 7(d).

b. Seller shall furnish Buyer, or its nominee, with an ALTA Owner's Policy of Title Insurance (the "Title Policy") issued by Erie Title (the "Title Company") insuring title to the Property to be good in Buyer, or its nominee, as of the filing of the deed for record, subject only to the Permitted Exceptions.

c. Seller shall furnish a copy of the commitment for such title policy (the "Title Commitment") to Buyer and Buyer's lender, if any, or their respective attorneys, not less than fifteen (15) days prior to the Closing Date. Any restrictions, condition, reservation or easement of record shown in the Title Commitment shall be deemed not to materially and adversely affect the use or value of the Property unless objected to by Buyer in writing within seven (7) days after Buyer received the Title Commitment.

d. If the Title Commitment shall disclose any defect in Seller's title or any lien, or encumbrance other than the Permitted Exceptions (the "Title Objections"), then, unless Buyer shall have waived the Title Objections in writing, Seller shall have thirty (30) days after receipt of the Title Commitment to provide Buyer with evidence to Buyer's satisfaction that the Title Objections have been removed or will be removed at Closing, failing which, Buyer may elect to (1) accept title subject to the Title Objections without reductions in the Purchase Price, or (2) terminate this Agreement by giving written notice to Seller and the Escrow Agent within ten (10) days after such thirty (30) day period has expired. If Buyer shall fail to timely elect to terminate, then Buyer shall be deemed to have waived the Title Objections.

d. Buyer, at Buyer's cost, may cause a registered surveyor to make a boundary or location survey for the Property. If a survey shall disclose any matter which materially and adversely affects the use or value of the Property, then Buyer may so notify Seller and the Escrow Agent in writing no later than thirty (30) days after receipt of the Title Commitment, in which event such matter shall be deemed to be a Title Objection.

e. Notwithstanding the foregoing provisions, if Seller causes or permits any additional title matters to become of record or otherwise come into existence against the Property between the effective date of this Agreement and the closing date, Seller shall have the affirmative obligation to remove such title matters and if it fails to do so, Buyer shall have the right, at Buyer's sole option, to take all steps necessary to remove those matters and deduct all resulting costs and expenses (including attorneys' fees) from the purchase price or to exercise any other remedies available to Buyer in the case of Seller's default.

8. ESCROW. The Escrow Agent for this transaction shall be the Title Company. Buyer shall deliver to the Escrow Agent a copy of this Agreement which shall serve as its escrow instructions for this transaction. The Escrow Agent may accept this escrow subject to its standard conditions of acceptance of escrow, to the extent they are not inconsistent with this Agreement.

9. CLOSING AND DELIVERY OF POSSESSION. All documents and funds and/or financial institution commitments for funds necessary to complete this transaction shall be placed in escrow in sufficient time to permit transfer of title on the Closing Date (as defined below). The Escrow Agent shall file the Deed for record (the "Closing") and complete this transaction in accordance with the provision of this Agreement on or before thirty days (30) days after expiration of the Contingency Period, subject to extension for curing Title Objections, as provided in Section 7(d), or on such other date as Buyer and Seller may mutually agree in writing (the "Closing Date"), provided that the Escrow Agent has reviewed all funds and documents required to be deposited with it for the closing and the Title Company is in a position to issue the Title Policy. Seller shall

deliver possession of the Property to Buyer, free of any tenants' possessory rights, at 6:00 p.m. on the Closing Date.

10. SELLER'S COVENANTS

- a. Seller is an individual and resident of the State of Ohio.
- b. Seller has the power and authority to own and operate the Property. Seller has all necessary power and authority to enter into this Agreement and to enter into and deliver the Closing Documents required to be executed by Seller pursuant to the terms hereof and to perform Seller's obligations hereunder and thereunder. Seller, if Seller is not an individual, is not in default under its organizational documents and no consents, approvals, waivers, notifications, acknowledgments or permissions by any third party are required, or if required have been obtained, in order for Seller to execute and perform under this Agreement.
- c. The execution and delivery of this Agreement and the other Closing Documents required to be executed by Seller, and the performance of Seller's obligations under this Agreement and the other Closing Documents required to be executed by Seller, have been duly authorized by all requisite action, and this Agreement has been duly executed and delivered by Seller. This Agreement and the Closing Documents when executed and delivered by Seller constitute the valid and binding obligation of Seller, subject, however, to bankruptcy and similar laws affecting the rights and remedies of creditors generally.
- d. The Property is in full compliance with applicable building codes, environmental, zoning and land use laws and other local, state and federal laws and regulations. Seller is not in receipt of any notice of alleged noncompliance with any of the foregoing.
- e. Seller will pay, or cause to be paid promptly when due, all Taxes, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property between the Effective Date and the Closing Date, and will pay or cause to be paid all expenses incurred in the use, occupancy and operation of the Property between the Effective Date and the Closing Date.
- f. Except for this Agreement, Seller shall not enter into or amend any agreement that would bind Buyer or any other agreement of any kind whatsoever with respect to all or any portion of the Property, including without limitation, any agreement to purchase, sell, option, lease or otherwise dispose of or alienate all or any portion of the Property.
- g. There are no leases, tenancy rights or other contracts or arrangements with respect to the Property.
- h. Between the Effective Date and the Closing, Seller shall not, without Buyer's prior written consent: (i) amend, renew or extend any Lease in any respect, unless required by law; (ii) grant a written lease to any tenant occupying space without a written lease; (iii) terminate any Lease or evict any tenant except by reason of a default by the tenant thereunder; (iv) consent to the assignment of a Lease or subletting by any tenant except as required by the terms of the applicable

Lease or by law; or (v) permit anyone to use or occupy any space pursuant to an oral agreement.

i. Seller shall not, without Buyer's prior written consent, permit occupancy of, or enter into any new lease for use or enjoyment of the Property which is presently vacant or which may hereafter become vacant.

j. Between the Effective Date and the Closing Date, Seller will make all payments of principal and interest and all other payments required under the existing financing of the Property. On or before the Closing, Seller shall satisfy all debts secured by the Property or other liens or judgments filed against the Property.

k. Seller shall not seek to amend or change the Property's Permits and zoning classification or to enter into any zoning lot declaration or zoning lot development agreement.

l. Seller shall not actively market the Property or enter into or negotiate any agreement, letter of intent, or term sheet, binding or not, with anyone else for the Property and shall not allow anyone else to perform any due diligence for the Property.

m. Seller warrants that Seller has received no written notice of any proposed assessment from any governmental authority.

n. To Seller's knowledge and except as may be disclosed in any environmental reports delivered to Buyer: (i) no Hazardous Materials (all substances or materials defined as "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants," "contaminants," "toxic substances" or other similar terms in any of the Environmental Laws, including, but not limited to, petroleum, including any fraction thereof or petroleum products, asbestos or asbestos-containing materials, polychlorinated biphenyls ("PCBs") or any other regulated substances) have been stored at, disposed of or are located in, on, under or about the Real Property; (ii) no Hazardous Materials have been released, buried or accumulated in, on under or about the Real Property; (iii) neither the Real Property nor any part thereof is contaminated by or contains any Hazardous Materials; (iv) no underground storage tanks are present at the Real Property; and (v) no permit is required from the Ohio or United States Environmental Protection Agency for the use or maintenance of any improvement or facility on or about the Real Property. To Seller's knowledge, there is no liability, whether asserted or unasserted, fixed or contingent, relating to the Real Property or any part or parts thereof resulting from any environmental matters, including, without limitation, the release, discharge, disposal, storage, accumulation, transport, leakage, spillage or other actions or omissions with respect to Hazardous Materials or any breach or violation of any Environmental Laws.

o. To the best of Seller's knowledge, there are no outstanding violations of any statutes, ordinances, rules or regulations affecting the Property as set forth in any notice from any governmental authority. If any governmental notices of violations are received prior to the Closing Date, Seller will immediately advise Buyer. Seller shall be responsible for complying with the requirements of any point-of-sale ordinance or similar governmental requirements applicable to the Property, unless the parties otherwise agree in writing.

11. BUYER'S REPRESENTATIONS AND WARRANTIES.

- a. Buyer is an Ohio municipal corporation, validly existing and in good standing under the laws of the State of Ohio and has all requisite power and authority to own and sell the Property.
- b. The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized in the manner required by its Charter, Ordinances and laws of the State of Ohio, and this Agreement is a valid and binding obligation of Buyer, enforceable according to its terms.

12. PRORATIONS, CHARGES AND CREDITS.

- a. Real estate taxes, assessments (general and special), annual maintenance fees and subdivision charges shall be prorated as of the Closing Date (charging/crediting items applicable to the Closing Date to Seller), using as the basis for the proration of taxes and assessments the rate and valuation shown for the Property on the last available tax duplicate. The proration of taxes and assessments shall be final.
- b. Seller shall pay all liens against the Property prior to the Closing Date or Buyer, at Buyer's sole discretion, may abate the Purchase Price in an amount sufficient to extinguish all liens and pay the anticipated costs to remove all existing liens at the Closing Date.
- c. The Escrow Agent shall charge to Seller: (1) the cost of Title Commitment, the cost for the title search, and the premium for the Title Policy; (2) the conveyance fee and transfer taxes; (3) the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Property as required by this Agreement; (4) the amount due to Buyer for any proration or credit under this Agreement; and, (5) ½ the escrow fee.
- d. The Escrow Agent shall charge to Buyer: (1) the cost of recording the Deed; (2) ½ the escrow fee; and (3) the cost of the Survey, if any.

13. NOTICE. All notices given pursuant to this Agreement shall be communicated in writing (including by facsimile or electronic mail) and shall be deemed given upon actual receipt.

14. TERMINATION. If a party has performed its obligations under this Agreement and, being entitled to do so, that party has elected to terminate this Agreement, then the party shall give the other party and the Escrow Agent written notice of the termination within three (3) days following the date on which the right to terminate arose (or such other date as specified herein). Except as otherwise specified in this Agreement, upon any such permitted termination, the Escrow Agent shall promptly return the Deposit to Buyer and return all funds and documents to the party which deposited them, whereupon Seller, Buyer and the Escrow Agent shall be relieved of any liability hereunder, except that Seller shall be liable for any title and escrow charges incurred to prior to termination.

15. DEFAULT; REMEDIES. Time is of the essence of this Agreement. If Buyer fails to make payment of the Purchase Price promptly when the same shall become due, or defaults in the performance of any covenant or agreement herein contained, and such failure or default continues

for ten (10) days following written notice from Seller, then Seller may terminate this Agreement. Upon such termination, the Escrow Agent shall deliver the Deposit (after deducting any title and escrow charges incurred prior to such termination) to Seller as liquidated damages as Seller's sole remedy for such default, unless Seller notifies the Escrow Agent and Buyer upon such termination of Seller's election to pursue other legal or equitable remedies. If Seller fails to perform any obligation imposed by this Agreement, and such failure continues for five (5) days following written notice from Buyer, Buyer may elect to terminate this Agreement or to pursue any legal or equitable remedy. In the event of any dispute between the parties arising out of this Agreement, the prevailing party in such dispute shall be entitled to recover from and be paid by the other party all costs and expenses incurred in connection with such dispute, including reasonable counsel fees and court costs and expenses.

16. ASSIGNMENT. This Agreement may be assigned freely by Buyer, in whole or in part, without the prior written consent of Seller. This Agreement may not be assigned by Seller, in whole or in part, without the prior written consent of Buyer.

17. ENTIRE AGREEMENT. This Agreement, including any Addendum Clauses and Exhibits, constitutes the entire agreement between the parties. No other conditions, representations, warranties or agreements, expressed or implied, have been made or relied upon by Buyer or Seller. The representations, warranties and agreements contained in this Agreement shall survive the transfer of title.

18. PARTIES BOUND AND BENEFITTED. This Agreement shall bind and benefit the parties hereto and their respective heirs, personal representatives, successors and assigns.

19. REAL ESTATE BROKER. No real estate broker is owed a commission in connection with the sale of the Property.

20. COUNTERPARTS. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF YOU HAVE ANY QUESTIONS OF LAW, CONSULT YOUR ATTORNEY.

[Signatures on following page.]

BUYER:

SELLER:

AVON LAKE REGIONAL WATER

DAVID J. HENGST

Date: _____

Date: _____

CITY OF AVON LAKE, OHIO
an Ohio municipal corporation

Date: _____

APPROVED AS TO LEGAL FORM:

Director of Law
City of Avon Lake, Ohio

CERTIFICATE OF THE DIRECTOR OF FINANCE

I hereby certify that the amount required to meet the City's obligations under this Contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Director of Finance

Date: _____

ACCEPTANCE BY ESCROW AGENT

The Escrow Agent hereby accepts this Agreement in accordance with Paragraph 7 of this Agreement.

Name: _____

Signed by: _____

Title: _____

Date: _____

EXHIBIT "A"
Legal Description

PERMANENT PARCEL NO. 04-00-006-103-001

Situated in the City of Avon Lake, County of Lorain, and State of Ohio:

And known as being part of Original Avon Township Section No. 6 and bounded and described as follows:

Beginning on the center line of the Moore Road, so-called, as it's point of intersection with the center line of Lake Road, so-called; thence South $71^{\circ}04'30''$ West along the center line of said Lake Road a distance of 321.81 feet to it's point of intersection with the center line of Avalon Road, proposed (41 feet wide) thence North $0^{\circ}05'10''$ West along the center line of said Avalon Road, a distance of 235.00 feet to a stone monument thence Northerly along a curved line deflecting to the left said curve having a radius of 359.46 feet and a chord which bears North $10^{\circ}20'30''$ West 127.93 feet, an arc distance of 128.61 feet to a stone, thence East at right angles to the last described line, 20 to the easterly line of Avalon Road, proposed, and the principal place of beginning of lands herein described, thence North $18^{\circ}41'30''$ West, along the easterly line of Avalon Road, proposed, 25.16 feet to a turnout between the easterly line of Avalon Road, proposed, and the southerly line of West Shore Road, proposed (40 feet wide); thence along said turnout a distance of 23.25 feet, said turnout having a radius of 14.80 feet and a chord which bears North $24^{\circ}24'50''$ East, 20.93 feet; thence North $71^{\circ}26'00''$ East, along the southerly line of West Shore Road, proposed, 21.46 feet; thence south $11^{\circ}29'00''$ East, 72.28 feet; thence south $84^{\circ}21'00''$ West, 26.60 feet to the easterly line of said Avalon Road, proposed, thence North $18^{\circ}41'30''$ West along the easterly line of said Avalon Road, 25.12 feet to the principal place of beginning according to a survey by Holland Engineering Company of Cleveland, Ohio, dated December 1919, and being further known as being Sublot No. 23 in Sandy Beach Subdivision Proposed be the same more or less but subject to all legal highways.

Property Address: West Shore Rd., Avon Lake OH 44012

PERMANENT PARCEL NO. 04-00-006-103-002

Situated in the City of Avon Lake, County of Lorain and State of Ohio and known as being part of Original Avon Township Section No. 6 and bounded and described as follows: Beginning on the center line of the Moore Road, so-called at its point of intersection with the center line of the Lake Road, so-called thence Northerly along said center line of Moore Road, a distance of 378 feet to its point of intersection with the centerline of West Shore Road so-called; thence westerly along the center line of said West Shore Road (40 feet wide), 107.52 feet to a stone set at the point of curve; thence Southerly 20 feet to the southerly line of West Shore Road; thence westerly along the southerly line of West Shore Road on a curved line deflecting to the left, 27.96 feet, said curved line having radius of 305.44 feet and a chord which bears South $87^{\circ}22'10''$ West thence continuing along the southerly line of West Shore Road on a curved line deflecting to the left, 30 feet to the principal place of beginning of land herein described, said curved line having a radius

of 304.55 feet and a chord which bears South $81^{\circ}55'10''$ West, 29.99 feet; thence South $11^{\circ}22'30''$ East, 76.77 feet; thence South $84^{\circ}51'00''$ West, 30 feet thence North $11^{\circ}29'00''$ West, 72.28 feet to the southerly line of West Shore Road; thence easterly along the southerly line of West Shore Road, being a curved line deflecting to the right, 30 feet to the place of beginning said curved line having a radius of 304.55 feet and a chord which bears $76^{\circ}16'30''$ West be the same more or less, but subject to all legal highways.

Property Address: West Shore Rd., Avon Lake OH 44012

RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT

1. OFFER: ACCEPTANCE. AVON LAKE REGIONAL WATER by and through THE CITY OF AVON LAKE, OHIO, an Ohio municipal corporation, (“Buyer”), hereby offers and agrees to buy and THOMAS AND MARY HUERNER, (“Seller”), hereby agrees to sell the property described below. As used herein the “date of this Agreement” shall mean the date the last party to sign its acceptance.

2. THE PROPERTY.

Address: 64 West Shore Road, Avon Lake, Ohio aka Lorain County Parcel ID No. 04-00-006-101-082 totaling approximately (+/-) 0.17 acres, more fully depicted and described in Exhibit “A” which is attached hereto and incorporated herein by reference.

The “Property” shall include the land described above, all easements, hereditaments, appurtenances, all buildings and fixtures in the present condition, and all of the following items as are now in the property: electrical, heating, plumbing and bathroom fixtures; light bulbs; shades, blinds, curtain rods and drapery hardware; awnings, screens, screen doors, storm windows and storm doors; landscaping; TV antenna; radiator covers; built-in appliances; tacked down carpeting; garage door openers and controls; attached smoke and/or fire detectors and security systems; fireplace grates and screens; and attached mirrors.

3. PURCHASE PRICE. The price shall be \$400,000.00 (the “Purchase Price”), to be paid as follows:

- a. \$1,000.00 Earnest money deposit (the “Deposit”) in the form of a check payable to the Title Company (as hereinafter defined) to be delivered to Seller and deposited in escrow within seven (7) days following the date of this Agreement.
- b. The balance of the Purchase Price plus any prorations stated herein shall be paid to the Title Company on the Closing Date (as hereinafter defined).

4. INTENTIONALLY DELETED.

5. CONDITIONS OF THE PROPERTY; DISCLOSURES.

a. Purchase of the Property “As-is”. Except as provided to the contrary in this Agreement, Buyer and Seller agree that the Property is being purchased and sold in its present condition, “AS-IS,” without any warranties or representations.

b. State of Ohio Residential Property Disclosure Form. Seller shall deliver a copy of the Disclosure Form to Buyer within five (5) days following the date of this Agreement. Seller shall promptly deliver to Buyer an amended Disclosure Form if Seller becomes aware of any inaccuracy therein (either through omission or change of condition of the Property).

c. Private inspection. Buyer shall have forty-five (45) days following the date of this Agreement (the "Inspection Deadline") to cause the Property to be inspected by one or more persons of Buyer's choosing and to notify Seller in writing of any deficiencies disclosed by such inspection(s). Seller agrees to cooperate with such inspection(s). If Buyer does not notify Seller of any deficiencies prior to the Inspection Deadline, then Buyer shall be deemed to accept the Property in its present, AS-IS condition. If Buyer gives timely notice, specifying such deficiencies, then, unless Buyer and Seller otherwise agree in writing, this Agreement shall terminate seven (7) days after Seller's receipt of Buyer's notice.

d. Walk-Thru. Buyer or Buyer's representatives may reinspect the Property (the "Walk-Thru") on the day prior to the Closing Date. In the event the Walk-Thru evidences that there has been any material adverse change in the physical condition of the Property from the date of Buyer's inspection(s) described in 5C, then Buyer may so notify Seller and the Escrow Agent, whereupon the parties shall mutually agree on an amount to be withheld from Seller's proceeds and either credited to Buyer or held in escrow pending correction of the deficiencies.

e. Government Requirements. To the best of Seller's knowledge, there are no outstanding violations of any statutes, ordinances, rules or regulations affecting the Property as set forth in any notice from any governmental authority. If any governmental notices of violations are received prior to the Closing Date, Seller will immediately advise Buyer. Seller shall be responsible for complying with the requirements of any point-of-sale ordinance or similar governmental requirements applicable to the Property, unless the parties otherwise agree in writing.

f. Lead Warning Statement. Every purchase of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

6. DAMAGE. Seller shall bear the risk of loss and shall maintain adequate insurance until title transfer. If any portion of the Property is damaged or destroyed prior to Closing, Seller shall promptly notify Buyer of such damages and of the amount of insurance proceeds payable (exclusive of proceeds specifically for damage to personal property of Seller not to be conveyed to Buyer). If the amount of damage (determined by the insurance adjuster) exceeds the lesser of 10% of the Purchase Price or \$5,000.00, the Buyer shall have the option, to be exercised by notice to Seller not later than five (5) days after notice from Seller, to: (a) complete the transaction and receive the proceeds of any insurance payable for damage to the Property plus a credit at Closing equal to the amount of the "deductible", or (b) terminate this Agreement. The failure of Buyer timely to exercise its option shall be deemed an election to complete this transaction. If the amount of the damage is less than the amount specified above, then Buyer shall be required to accept the insurance proceeds

plus a credit at Closing equal to the amount of the damage not paid by insurance.

7. TITLE.

a. Seller shall convey marketable title to the Property to Buyer, or Buyer's nominee, by general warranty deed (the "Deed"), with release of dower, if any, free and clear of all liens and encumbrances except the "Permitted Exceptions", defined as follows: (1) any mortgage which Buyer has agreed to assume; (2) real estate taxes and assessments which are not yet due and payable; (3) zoning ordinances, if any; (4) restrictions, conditions, reservations, and easements of record, if any, which do not materially and adversely effect the use or value of the Property; and (5) any liens or encumbrances created by the acts of Buyer or waived by Buyer as provided in 7D.

b. Seller shall furnish Buyer, or its nominee, with an ALTA Owner's Policy of Title Insurance (the "Title Policy") issued by Erie Title (the "Title Company") insuring title to the Property to be good in Buyer, or its nominee, as of the filing of the deed for record, subject only to the Permitted Exceptions.

c. Seller shall furnish a copy of the commitment for such title policy (the "Title Commitment") to Buyer and Buyer's lender, if any, or their respective attorneys, not less than fifteen (15) days prior to the Closing Date. Any restrictions, condition, reservation or easement of record shown in the Title Commitment shall be deemed not to materially and adversely affect the use or value of the Property unless objected to by Buyer in writing within seven (7) days after Buyer received the Title Commitment.

d. If the Title Commitment shall disclose any defect in Seller's title or any lien, or encumbrance other than the Permitted Exceptions (the "Title Objections"), then, unless Buyer shall have waived the Title Objections in writing, Seller shall have thirty (30) days after receipt of the Title Commitment to provide Buyer with evidence to Buyer's satisfaction that the Title Objections have been removed or will be removed at Closing, failing which, Buyer may elect to (1) accept title subject to the Title Objections without reductions in the Purchase Price, or (2) terminate this Agreement by giving written notice to Seller and the Escrow Agent within ten (10) days after such thirty (30) day period has expired. If Buyer shall fail to timely elect to terminate, then Buyer shall be deemed to have waived the Title Objections.

e. Buyer, at Buyer's cost, may cause a registered surveyor to make a boundary or location survey for the Property. If a survey shall disclose any matter which materially and adversely affects the use or value of the Property, then Buyer may so notify Seller and the Escrow Agent in writing no later than thirty (30) days after receipt of the Title Commitment, in which event such matter shall be deemed to be a Title Objection.

8. ESCROW. The Escrow Agent for this transaction shall be the Title Company. Buyer shall deliver to the Escrow Agent a copy of this Agreement which shall serve as its escrow instructions for this transaction. The Escrow Agent may accept this escrow subject to its standard conditions of acceptance of escrow, to the extent they are not inconsistent with this Agreement.

9. CLOSING AND DELIVERY OF POSSESSION. All documents and funds and/or financial institution commitments for funds necessary to complete this transaction shall be placed in escrow in sufficient time to permit transfer of title on the Closing Date (as defined below). The Escrow Agent shall file the Deed for record (the “Closing”) and complete this transaction in accordance with the provision of this Agreement on or before thirty days (30) days after expiration of the Inspection Deadline, subject to extension for curing Title Objections, as provided in 7D, or on such other date as Buyer and Seller may mutually agree in writing (the “Closing Date”), provided that the Escrow Agent has reviewed all funds and documents required to be deposited with it for the closing and the Title Company is in a position to issue the Title Policy. Seller shall deliver possession of the Property to Buyer, free of any tenants' possessory rights, broom clean, at 6:00 p.m. no later than the expiration of the Lease Agreement, as defined below (the “Delivery Date”).

10. LEASE-BACK. The parties shall cooperate in good faith from the Effective Date hereof until the Closing Date to negotiate a lease of no more than one (1) year of the Property (the “Lease”) for Seller to occupy the Property from and after the Closing Date. Seller, as Tenant, shall enter into a lease with Buyer at Closing with respect to the Property, in a form substantially similar as the form lease attached hereto as Exhibit “B”. If any such leases exist, all existing leases (and memoranda thereof) shall be terminated by Seller and existing tenants at Closing. Seller shall be responsible for the cost and expense of water and sewer, municipal garbage, rubbish removal and other utilities serving the Real Property through and including the date immediately preceding the Delivery Date. Buyer shall be responsible for all assessed real property taxes, during the Lease term.

11. SELLER’S COVENANT’S

a. Seller is not aware of any improvements made without obtaining proper. necessary permits and all permits obtained for Property improvements have been properly closed.

b. Seller shall use the Property as ordinarily as dwelling and shall maintain and repair the Property so that, on the Delivery Date, the Property will be in the same condition as it exists on the date of this contract, ordinary wear and tear and loss by insured casualty alone excepted.

c. Except for this Agreement and the Lease contemplated hereby, Seller shall not enter into or amend any agreement that would bind Buyer or any other agreement of any kind whatsoever with respect to all or any portion of the Property, including without limitation, any agreement to purchase, sell, option, lease or otherwise dispose of or alienate all or any portion of the Property.

d. Between the Effective Date and the Closing, Seller shall not, without Buyer's prior written consent: (i) amend, renew or extend any lease in any respect, unless required by law; (ii) grant a written lease to any tenant occupying space without a written lease; (iii) terminate any lease or evict any tenant except by reason of a default by the tenant thereunder; (iv) consent to the assignment of a lease or subletting by any tenant except as required by the terms of the applicable lease or by law; or (v) permit anyone to use or occupy any space pursuant to an oral agreement.

e. Seller shall not, without Buyer's prior written consent, permit occupancy of, or enter into any new lease for use or enjoyment of the Property which is presently vacant or which may hereafter become vacant.

f. Between the Effective Date and the Closing Date, Seller will make all payments of principal and interest and all other payments required under the existing financing of the Property. On or before the Closing, Seller shall satisfy all debts secured by the Property or other liens or judgments filed against the Property.

g. Seller shall not seek to amend or change the Property's Permits and zoning classification or to enter into any zoning lot declaration or zoning lot development agreement.

h. Seller shall not actively market the Property or enter into or negotiate any agreement, letter of intent, or term sheet, binding or not, with anyone else for the Property and shall not allow anyone else to perform any due diligence for the Property.

i. To Seller's knowledge and except as may be disclosed in any environmental reports delivered to Buyer: (i) no Hazardous Materials (all substances or materials defined as "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants," "contaminants," "toxic substances" or other similar terms in any of the Environmental Laws, including, but not limited to, petroleum, including any fraction thereof or petroleum products, asbestos or asbestos-containing materials, polychlorinated biphenyls ("PCBs") or any other regulated substances) have been stored at, disposed of or are located in, on, under or about the Real Property; (ii) no Hazardous Materials have been released, buried or accumulated in, on under or about the Real Property; (iii) neither the Real Property nor any part thereof is contaminated by or contains any Hazardous Materials; (iv) no underground storage tanks are present at the Real Property; and (v) no permit is required from the Ohio or United States Environmental Protection Agency for the use or maintenance of any improvement or facility on or about the Real Property. To Seller's knowledge, there is no liability, whether asserted or unasserted, fixed or contingent, relating to the Real Property or any part or parts thereof resulting from any environmental matters, including, without limitation, the release, discharge, disposal, storage, accumulation, transport, leakage, spillage or other actions or omissions with respect to Hazardous Materials or any breach or violation of any Environmental Laws.

12. BUYER'S REPRESENTATIONS AND WARRANTIES.

a. Buyer is an Ohio municipal corporation, validly existing and in good standing under the laws of the State of Ohio and has all requisite power and authority to own and sell the Property.

b. The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized in the manner required by its Charter, Ordinances and laws of the State of Ohio, and this Agreement is a valid and binding obligation of Buyer, enforceable according to its terms.

13. PRORATIONS, CHARGES AND CREDITS.

a. Real estate taxes, assessments (general and special), annual maintenance fees and subdivision charges shall be prorated as of the Closing Date (charging/crediting items applicable to the Closing Date to Seller), using as the basis for the proration of taxes and assessments the rate and valuation shown for the Property on the last available tax duplicate. The proration of taxes and assessments shall be final.

Seller warrants that Seller has received no written notice of any proposed assessment from any governmental authority.

b. Seller, pursuant to the Lease, shall keep all utilities serving the Property in name of Seller. Seller shall order final meter readings to be made as of the Delivery Date for all utilities serving the Property and Seller shall pay all final bills rendered from such meter readings.

c. The Escrow Agent shall charge to Seller: (1) the cost of Title Commitment, the cost for the title search, and the premium for the Title Policy; (2) the conveyance fee and transfer taxes; (3) the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Property as required by this Agreement; (4) the amount due to Buyer for any proration or credit under this Agreement; and, (5) ½ the escrow fee.

d. The Escrow Agent shall charge to Buyer: (1) the cost of recording the Deed; and (2) ½ the escrow fee.

14. NOTICE. All notices given pursuant to this Agreement shall be communicated in writing (including by facsimile or electronic mail) and shall be deemed given upon actual receipt.

15. TERMINATION. If a party has performed its obligations under this Agreement and, being entitled to do so, that party has elected to terminate this Agreement, then the party shall give the other party and the Escrow Agent written notice of the termination within three (3) days following the date on which the right to terminate arose (or such other date as specified herein). Except as otherwise specified in this Agreement, upon any such permitted termination, the Escrow Agent shall promptly return the Deposit to Buyer and return all funds and documents to the party which deposited them, whereupon Seller, Buyer and the Escrow Agent shall be relieved of any liability hereunder, except that Seller shall be liable for any title and escrow charges incurred to prior to termination.

16. DEFAULT; REMEDIES. Time is of the essence of this Agreement. If Buyer fails to make payment of the Purchase Price promptly when the same shall become due, or defaults in the performance of any covenant or agreement herein contained, and such failure or default continues for ten (10) days following written notice from Seller, then Seller may terminate this Agreement. Upon such termination, the Escrow Agent shall deliver the Deposit (after deducting any title and escrow charges incurred prior to such termination) to Seller as liquidated damages as Seller's sole remedy for such default, unless Seller notifies the Escrow Agent and Buyer upon such termination of

Seller's election to pursue other legal or equitable remedies. If Seller fails to perform any obligation imposed by this Agreement, and such failure continues for five (5) days following written notice from Buyer, Buyer may elect to terminate this Agreement or to pursue any legal or equitable remedy. In the event of any dispute between the parties arising out of this Agreement, the prevailing party in such dispute shall be entitled to recover from and be paid by the other party all costs and expenses incurred in connection with such dispute, including reasonable counsel fees and court costs and expenses.

17. ASSIGNMENT. This Agreement may be assigned freely by Buyer, in whole or in part, without the prior written consent of Seller. This Agreement may not be assigned by Seller, in whole or in part, without the prior written consent of Buyer.

18. ENTIRE AGREEMENT. This Agreement, including any Addendum Clauses and Exhibits, constitutes the entire agreement between the parties. No other conditions, representations, warranties or agreements, expressed or implied, have been made or relied upon by Buyer or Seller. The representations, warranties and agreements contained in this Agreement shall survive the transfer of title.

19. PARTIES BOUND AND BENEFITTED. This Agreement shall bind and benefit the parties hereto and their respective heirs, personal representatives, successors and assigns.

20. REAL ESTATE BROKER. No real estate broker is owed a commission in connection with the sale of the Property.

21. COUNTERPARTS. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF YOU HAVE ANY QUESTIONS OF LAW, CONSULT YOUR ATTORNEY.

[Signatures on following page.]

BUYER:

SELLER:

AVON LAKE REGIONAL WATER

THOMAS HUERNER

Date: _____

Date: _____

CITY OF AVON LAKE, OHIO
an Ohio municipal corporation

MARY HUERNER

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

Director of Law
City of Avon Lake, Ohio

CERTIFICATE OF THE DIRECTOR OF FINANCE

I hereby certify that the amount required to meet the City's obligations under this Contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Director of Finance

Date: _____

ACCEPTANCE BY ESCROW AGENT

The Escrow Agent hereby accepts this Agreement in accordance with Paragraph 7 of this Agreement.

Name: _____

Signed by: _____

Title: _____

Date: _____

EXHIBIT "A"
Legal Description

PERMANENT PARCEL NO. 04-00-006-101-082

Situated in the City of Avon Lake, County of Lorain and State of Ohio: and known as being part of Original Avon Township Section No. 6 and bounded and described as follows: Beginning at a point at the intersection of the center line of Lake Road 60 feet wide and Moore Road 60 feet wide; thence North along centerline of Moore Road 378 feet; thence West along the centerline of West Shore Road 40 feet wide, 107.52 feet to a stone set at the point of curve; thence North 20 feet to the Northerly line of West Shore Road on a curved line deflecting to the left 27.96 feet, said curved line having a radius of 244.56 feet and a chord which bears South 87°40'30" West 27.96 feet; thence continuing along the Northerly line of West Shore Road on a curved line deflecting to the left 35 feet, said curved line having a radius of 344.55 feet and a chord which bears South 82°26'30" West, 34.98 feet; thence continuing further along the Northerly line of West Shore Road on a curved line deflecting to the left 35 feet to the principal place of beginning, said curved line having a radius of 344.55 feet and a chord which bears south 76°37'20" West, 34.98 feet; thence North 0°43'20" West 123.56 feet; thence South 58°25' West 40 feet; thence South 1°39'30" East 113.77 feet to the Northerly line of West Shore Road 40 feet wide; thence Easterly along said Northerly line of West Shore Road North 69°24'50" East 8.37 feet to a point of curve; thence along the Northerly line of West Shore Road on a curved line deflecting to the right 25.84 feet to the principal place of beginning, said curved line having a radius of 344.55 feet and a chord which bears North 71°33'40" East 25.84 feet together with all the hereditaments and appurtenances thereof, but subject to all legal highways, according to survey made by W.E. Holland Engineering Company, Cleveland, Ohio July 21, 1920. Said premises being further known as Sublot No. 17 in the West Shore Realty Company's proposed Sandy Beach Subdivision. Situated in the City of Avon Lake, County of Lorain, and State of Ohio and being part of section No. 6, and further described as follows: Beginning at a point at the intersection of center line of Lake Road 60 feet wide and the centerline of Moore Road; thence North along the centerline of Moore Road, 378 feet; thence West along the centerline of West Shore Road (40 feet wide) 107.52 feet to a stone set at the point of curve; thence North to the Northerly line of West Shore Road on a curve deflecting to the left 35 feet to the principle place of beginning. Said curved line having a radius of 344.55 feet and a chord which bears South 82°26'30" West, 34.98 feet. Course No. 1 of lot being conveyed by this deed. Thence North 00°14'10" West, 123.53 feet. Course No. 2 of same. Thence South 77°02'30" West, 36 feet. Course No. 3; thence South 00°43'20" East, 123.56 feet to the Northerly line of West Shore Road 40 feet. Course No. 4 of same. Thence Easterly along said Northerly line of West Shore Road on a curved line deflecting to the right, 35 feet to the principal place of beginning, together with all hereditaments and appurtenances thereof, but subject to all legal highways. And further known as being Sublot No. 18 in the Sandy Beach Subdivision according to a survey made by W. E. Holland Engineering company of Cleveland, Ohio, December 1919, be the same more or less, but subject to all legal highways.

Property Address: 64 West Shore Rd., Avon Lake OH 44012