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**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

WADSWORTH, OHIO

REGULAR STATED MEETING

MONDAY, JUNE 9, 2025

JAMES R. MCILVAINE PERFORMING ARTS CENTER AT WADSWORTH HIGH SCHOOL
625 BROAD STREET

AGENDA ADDENDUM

VII. Administrative Items

A. Personnel Consent Items

1. Employments

g) Supplemental Contracts

(131) Karlynn Baker, Band Camp

(132) Laurie Ryder, Extended Service (60 hrs.)

3. Recommendation to approve the following be paid on an as-needed basis at BA-01 of the *Negotiated Agreement* between the Wadsworth Education Association and the Wadsworth City School District Board of Education for work completed outside of their 2024-2025 work year and prior to the start of the 2025-2026 work year:

<u>Employee</u>	<u>Reason</u>	<u>Total Hours</u>
Ali Zwisler	OST Summer Program	24.5

B. Action Consent Items

28. Recommendation to approve the Consultant Agreement between Total Education Solutions and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2026

D. Action Items

1. Recommendation to approve the Real Estate Purchase Agreement between the Medina County Port Authority and the Wadsworth City School District Board of Education

2. Recommendation to approve the Option to Purchase Real Estate Agreement between Wadsworth Square Commons, LLC and and the Wadsworth City School District Board of Education
3. Recommendation to approve the Site Access Agreement between Wadsworth Square Commons, LLC and the Wadsworth City School District Board of Education

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Meeting
June 9, 2025**

Agenda Addendum Detail Sheet

VII. Administrative Items

B. Action Consent Items

- 28. Total Education Solutions Agreement:** The Consultant Agreement between Total Education Solutions and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2026 being recommended for approval details the responsibilities for both parties as they relate to Wadsworth City School District students educated at Total Education Solutions, per each student's individual education program (IEP).

D. Action Items

- 1. Medina County Port Authority Agreement:** The Real Estate Purchase Agreement between the Medina County Port Authority and the Wadsworth City School District Board of Education being recommended for approval will sell the Central Intermediate School building to the Medina County Port Authority, to facilitate the redevelopment of the premises utilizing procedures authorized under Chapter 4582 of the Ohio Revised Code.
- 2. Option to Purchase Real Estate Agreement:** The Option to Purchase Real Estate Agreement between Wadsworth Square Commons, LLC and and the Wadsworth City School District Board of Education being recommended for approval details provisions that would allow the Board of Education to purchase the Central Intermediate School building from Wadsworth Square Commons, LLC.

3. **Site Access Agreement:** The Site Access Agreement between Wadsworth Square Commons, LLC and the Wadsworth City School District Board of Education being recommended for approval allows our school district access to Board of Education contents that remain in the Central Intermediate School building after Wadsworth Square Commons, LLC takes ownership of the building (no sooner than August 1, 2025) and no later than December 31, 2025.



CONSULTANT AGREEMENT

This Consultant Agreement ("Agreement") is entered into this July 1, 2025 (the "Effective Date") by and between Total Education Solutions ("TES") and Wadsworth City School District, with reference to the following facts:

A. TES engages in the business of provision of program and management services to for-profit and non-profit social service agencies.

B. TES will provide special education services, one on one assistant, therapeutic services as well as direct services per student as requested.

In consideration of the promises and the mutual promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. COMMENCEMENT DATE AND TERM

This agreement shall commence on July 1, 2025 and continue until June 30, 2026 unless sooner terminated as provided in Section 5 below.

2. SCOPE OF SERVICES

TES agrees to provide consulting services with respect to the Project. Such services shall include all of the services and functions set forth on Exhibit "A" (Services). All Services shall be performed by TES and at the expense of Wadsworth City Schools. Any additional charges must first be approved by Wadsworth City Schools.

(a) TES represents and warrants that staff meet the qualifications of the Ohio Department of Education as well as OT/PT Board, ASHA and the Ohio Psychology Board.

b) TES expressly acknowledges and agrees that any documents or materials developed by or on behalf of school district and in the course of fulfilling TES's obligations hereunder the terms of this Agreement shall remain the property of TES and may not be used by the school district for any purpose other than fulfilling TES's Obligations under this Agreement. Upon the earlier of cessation of work for TES or expiration of termination for any reason of this Agreement, shall promptly return to TES all materials prepared by Consultant in the course of providing the Services in Contractor's actual or constructive possession and/or those materials which relate to the Project.

3. COMPENSATION AND METHOD OF PAYMENT

In consideration for the Services, Wadsworth City School District agrees to compensate TES in the amount and manner set forth on Exhibit "B" (Compensation for Services).

4. INSURANCE

Both parties (School District and TES) shall maintain throughout the term hereof, and all renewals and extensions hereof:

(a) General liability insurance covering all activities of TES in performance of

Consultant's obligations under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) for any incident, and Three Million Dollars (\$3,000,000) annual aggregate.

(b) Worker's compensation insurance will be covered through TES.

5. TERMINATION

Either party may terminate this Agreement without cause, at any time, upon not less than thirty (30) days prior written notice.

6. INDEPENDENT CONTRACTORS

The parties hereto acknowledge and agree that the relationship created between TES and School District as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the parties. Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits, and worker's compensation insurance with respect to all personnel employed or contracted by such parties. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. CONFIDENTIALITY AND SOLICITATION

School District acknowledges that TES's independent contractors and employees are valuable and unique assets of TES's business, with special knowledge of TES's professional and trade secrets and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the (a) non-public preferences and policies, methods of and skills in negotiating and making decisions, and particular professional and personal strengths, weakness and needs of TES and each of its employees and other agents, (b) the identity of and nonpublic preferences and policies of clients of TES. In light of these facts, Consultant agrees that during the term of this Agreement or at any time within twenty four (24) months after termination of this Agreement (or extensions or renewals thereof, whether or not amended or modified in any way), neither Consultant, nor any employee, independent contractor, partner or other agent of Consultant will:

a) Approach, suggest, intimate or otherwise initiate, directly or indirectly, any contact with any employee of TES regarding the possibility of employment or any other affiliation with School District;

b) Induce or attempt to induce any assigned client of TES to curtail or cancel its business with Company, or approach, suggest intimate or otherwise initiate directly or indirectly any contact with any assigned client of TES regarding the possibility of performing, directly or indirectly, services for such assigned client which are similar to the services provided by TES; or

8. MISCELLANEOUS

a) No Third Party Beneficiaries. The parties intend that the benefits of this Agreement shall inure only to TES and Client and not to any third person.

b) Entire Agreement. This Agreement, together with all appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all other and prior agreements on the same subject, whether written or oral, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof.

c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. School District's services may not be delegated by Consultant without the express prior written consent of TES, provided that Consultant may, at Consultant's sole expense, employ or retain the services of such other person(s) and/or entity(ies) to aid or assist Consultant in the proper performance of Consultant's duties under this Agreement. As used in this Agreement, the term "Consultant" shall also include any and all such person(s) employed, engaged and/or retained by Consultant, as applicable.

d) Counterparts. This Agreement, and any amendments thereto, may be executed in counterparts, each of which shall constitute an original document, but which together shall constitute one and the

same instrument.

e) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not effect in any way the meaning or interpretation of this Agreement.

f) Notices. Any notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon personal delivery or delivery by electronic facsimile; twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to TES: Total Education Solutions
3428 W. Market St.
Fairlawn, Ohio 44333
Attention: Tawnia Novak
Telephone: 330-668-4041

If to Client:

Wadsworth City School District
625 524 Broad Street 112 6/9/2005
Wadsworth, OH 44281
Attention: Joyce Walker
Telephone: 330-335-1316

g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

h) Amendment. This Agreement may be amended at any time by agreement of the parties, provided that any amendment shall be in writing and executed by both parties.

i) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

j) Survivability. The provisions of paragraphs 2(b), 6, 7, and 8 shall survive termination of this Agreement.

k) Further Assurances. The parties shall take such actions and execute and deliver such further documentation as may reasonably be required in order to give effect to the transactions contemplated by this Agreement and the intentions of the parties hereto.

TOTAL EDUCATION SOLUTIONS, INC.,
a California corporation

By: 
Tawnia R. Novak

Wadsworth City School District

By: _____

Print Name: _____

Title: _____

TES to provide supervision, special education services, related services in accordance with the requirements of

~~ODE~~ DEW. 078 6/9/25

Exhibit "A"

Compensation for TES Academy Services

July 1, 2025 – June 30, 2026 annual fee per student: \$89,200.00. This includes special education services, one on one aide, parent meetings, data collection, IEP writing, progress reporting and related services. Consultant must provide all materials and equipment necessary to perform such services if required by IEP team. If student does not attend for summer months, the district will NOT be billed for that time.

(i) TES shall keep contemporaneous records of the time spent providing Services.

(ii) Within ten (10) business days of the last day of each month during the term of this Agreement, Consultant shall submit invoice for Services, accompanied by true and complete copies of the time records (including billing hour summaries) required by (i) above. Each invoice so delivered shall be due and payable in full to TES within thirty (30) calendar days, subject to paragraph (iii) below.

(iii) If TES has a bona fide, good faith dispute with respect to whether a particular Service identified in an invoice delivered by Consultant hereunder was actually provided in accordance with the terms of this Agreement, TES shall give written notice to school district describing such dispute in reasonable detail, within thirty (30) calendar days of the date of such invoice, accompanied by payment in full of all amounts shown on such invoice that are not the subject of the dispute(s) described on such notice. TES and school district shall use their best reasonable good faith efforts to resolve such dispute within the thirty (30) calendar day period following such notice. If such dispute cannot be resolved within such thirty (30) day period, TES shall have cause to terminate this Agreement on not less than ten (10) business days' notice.

Invoice Information:

To: _____

Email: _____

Phone: _____

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this “Agreement”) is made and entered into on the date of the last signature below (“Effective Date”) by and between the MEDINA COUNTY PORT AUTHORITY, a body corporate and politic and a political subdivision of the State of Ohio (the “State) (the “Authority” or the “Buyer”); and WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION (the “School Board” or the “Seller” and together with the Authority, the “Parties”).

RECITALS

WHEREAS, the School Board owns the real property located in the City of Wadsworth (the “City”), Medina County (the “County”), Ohio, consisting of Permanent Parcel Numbers: 040-20D-03-011, 040-20D-03-012, 040-20D-03-013, 040-20D-03-014, 040-20D-03-029, and 040-20D-03-048 in the Medina County Records and being more particularly described in **Exhibit A** attached to this Agreement (the “Land”), together with all improvements, equipment and fixtures thereon (the “Improvements”), however, the personal property and fixtures listed on **Schedule 1.1** shall not be included within the definition of Improvements as used throughout this Agreement; and

WHEREAS, the School Board has determined that the Land and Improvements are no longer needed for school purposes and has determined to sell the Land, Improvements, and all rights of ingress and egress through, over, and from adjacent streets, alleys, and other rights of way, and all appurtenances, easements benefitting the Land, and all other licenses, permits, or rights benefitting the Land (collectively, the “Real Estate”); and all personal property situated thereon at the date of closing (collectively with the Real Estate, the “Property”); and

WHEREAS, the School Board desires that the Property shall be developed or redeveloped for the preservation and rehabilitation of the current building, in some capacity, with a priority on the preservation of the OJ Work Auditorium, as a community landmark for the City of Wadsworth; and

WHEREAS, the Authority desires that the Property shall be utilized for authorized purposes of a port authority, as defined in Section 4582.21 Ohio Revised Code including, but not limited to, residential housing, economic development, commercial, and recreation purposes (the “Purposes”); and

WHEREAS, the School Board and the Authority have agreed for the Authority to acquire the Property pursuant to Revised Code Sec. 4582.38, in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Wadsworth Square Commons, LLC, or its designee (the “Developer”), desires to develop and redevelop the Property to accomplish the purposes envisioned by the School Board and the Authority; and

WHEREAS, the Authority and Developer have entered into an agreement pursuant to

which Developer may acquire the Property from the Authority subject to certain terms and conditions contained in that certain Real Estate Purchase Contract attached thereto (the "Developer Purchase Agreement"); and

WHEREAS, the obligations of the Authority as Buyer pursuant to this Agreement are entirely contingent upon the performance by Developer of its obligations under the Developer Purchase Agreement, and the Authority shall have no liability pursuant to this Agreement except from funds received by the Authority from Developer pursuant to the Developer Purchase Agreement;

NOW THEREFORE, the Parties agree as follows:

1. OVERVIEW: The Authority has entered or will have entered into the Developer Purchase Agreement and this Agreement with respect to the Property to enhance, foster, aid, and promote the authorized purposes of a port authority as defined in Revised Code 4582.21. The performance and exercise by the Authority of its obligations and rights pursuant to this Agreement are dependent and contingent on the exercise and performance by Developer of its rights and obligations pursuant to the Developer Purchase Agreement. The Closing of the sale and purchase contemplated herein shall not occur unless and until a closing of the sale and purchase contemplated in the Developer Purchase Agreement shall occur upon the same day. Seller shall have no right to payment from the Authority pursuant to any term in this Agreement except from funds received by the Authority pursuant to the Developer Purchase Agreement. If, at any time, Developer should terminate the Developer Purchase Agreement for purchase of the Property, then the Authority shall have no further obligation under this Agreement.
2. PURCHASE AND SALE: The Buyer agrees to purchase and pay for, and the Seller agrees to sell and convey, the Property subject to the terms, conditions, and provisions of this Agreement.
3. CONSIDERATION: The purchase price for the Property shall be Three Hundred Thousand Dollars (\$300,000.00) (the "Purchase Price"). As additional consideration, except as set forth to the contrary in this Agreement, Buyer shall assume all costs associated with the execution and closing of this transaction and the transfer of the Property, excluding legal fees due to counsel to Seller (the "Costs and Expenses", and collectively with the Purchase Price, the "Consideration"). To the extent Seller is required to incur any Costs and Expenses, prior to the Closing Date, Seller shall provide its invoice(s) for such Costs and Expenses to the Buyer and the Escrow Agent. Payment shall be made in immediately available funds or a bank certified check on or before the Closing Date (as hereinafter defined) in the amount of (a) the Purchase Price, plus (b) the Costs and Expenses, to be delivered as directed by the Escrow Agent. Seller agrees and understands that at Closing under the provisions of the Developer Purchase Agreement, Developer shall pay to the Authority a fee of Twenty Thousand Dollars (\$20,000.00) (the "Authority Fee") which amount shall not be included in the Consideration to the Seller but the deposit of the Authority Fee by Developer shall be a condition precedent to Closing.

4. CONTINGENCIES: The obligation of Buyer to purchase the Property is contingent upon the Buyer's and Developer's satisfaction with: (a) the state of title to the Property (the "Title Contingency"); (b) a current survey of the Property (the "Survey Contingency"); and (c) the physical condition of the Real Estate and the feasibility of Developer's intended use of the Real Estate (the "Property Inspection Contingency"), all as further set forth below. Buyer shall determine (upon the advice of the Developer) the requirements for the Survey and the extent of Property Inspection. Buyer shall bear all costs associated with all contingencies described in this Section (collectively, the "Buyer Contingencies"). Seller shall permit access to the Property from time to time, upon reasonable advance notice of not less than two (2) days (which may be telephonic), for Buyer or Developer and its agents or contractors to obtain the Title Commitment, Survey and Property Inspection.
- a. Title Contingency and Survey Contingency. Within ninety (90) days of the Effective Date of this Agreement (the "Title/Survey Contingency Period"), Buyer shall cause Developer to obtain a commitment for a title insurance policy from Centennial Title Agency located at 331 E Washington Street, Medina, Ohio 44256 (the "Title Company") in the name of the Authority and in the amount of the Purchase Price (the "Title Commitment"), showing in Seller marketable title in fee simple, free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer or Developer; (b) those set forth on **Exhibit B** to this Agreement; (c) zoning ordinances; (d) legal highways; (e) covenants, restrictions, conditions and easements listed as exceptions to coverage on the title policy which do not unreasonably interfere with Developer's anticipated development of the Real Estate. In addition, during the Title/Survey Contingency Period, Buyer or Developer shall obtain a current ALTA survey of the Real Estate showing such matters as chosen by the Developer, prepared by a surveyor licensed in the State of Ohio. Within the Title/Survey Contingency Period, Buyer or Developer may object in writing to Seller and Title Company to any restrictions, reservations, limitations, easements, conditions, defects, encumbrances or other title/survey matters contained in the Title Commitment and/or Survey (together herein called "Title Defects") which are objectionable to Buyer or Developer within Buyer's or Developer's reasonable discretion. In the event Buyer or Developer fails to object to any Title Defects during the Title/Survey Contingency Period, the Title Contingency shall be deemed to have been satisfied (except as to additional items found at a later date and any liens, mortgages, financial statements, fixture filings, or other similar encumbrances securing an ascertainable amount which shall automatically be deemed objectionable). In the event Buyer or Developer objects to any such Title Defects, the Title/Survey Contingency Period shall be automatically extended for an additional period of twenty (20) days (the "Title/Survey Contingency Period Extension") during which Seller may (but is not required to), at Seller's option, either cure or remove such Title Defects, or obtain a title policy endorsement for coverage over the Title Defect (confirmed by the Title Company) at Seller's cost, which title policy endorsement must be acceptable to Buyer and Developer in their reasonable discretion. In the event Seller has not cured, caused removal of,

nor obtained insurance over the Title Defects to which Buyer or Developer has objected prior to the expiration of the Title/Survey Contingency Period Extension, Buyer may terminate this Agreement no later than five (5) days following the expiration of the Title/Survey Contingency Period Extension, by written notice delivered to Seller, whereupon neither Buyer nor Seller shall have any further obligation pursuant to this Agreement. In the event Buyer fails to terminate this Agreement within five (5) days following the Title/Survey Contingency Period Extension, the Title Contingency shall be deemed to have been satisfied, and Buyer shall proceed according to the terms of this Agreement toward satisfaction of the remaining Contingencies and Closing.

The Title Company shall perform a subsequent examination of title as of the Closing Date. If the Title Company shall notify the Parties that Title Defects have arisen following the date of the Title Commitment, Buyer shall consult with Seller regarding Seller's willingness and ability to cure, remove, or obtain insurance over said Title Defect and, thereafter, may, at Buyer's option, either (i) accept such title as Seller is willing and able to furnish; or (ii) terminate this Agreement, whereupon Buyer and Seller shall have no further obligations under this Agreement.

- b. Property Inspection Contingency. Within 90 days of the Effective Date of the Agreement (the "Property Inspection Period"), Buyer shall cause Developer to conduct an inspection of the Property, to include (at the option of Buyer), among other things, a Phase I Environmental Site Assessment ("ESA"), and if indicated in the Phase I ESA, a Phase II ESA, an asbestos survey, soil testing, and building inspection. Buyer acknowledges and agrees that Developer is solely responsible for making an independent determination as to whether to obtain an ESA and the scope of that ESA. In addition, Buyer and Developer may conduct such other due diligence upon the Property and undertake such additional inspections, utility studies, testing, borings, surveys, assessments, appraisals, feasibility analyses, and other studies and reports with respect to the Property as Buyer or Developer, in its sole discretion, determines are necessary or prudent. Not less than 10 days prior to entering the Property for the purposes stated in the foregoing sentence, Buyer, Developer or its designee shall provide written notice to Seller, and the Developer, or in the case of a designee, the designee, shall acknowledge that it shall defend, indemnify and hold Seller harmless as against any and all claims or damages arising from its presence upon and activity upon the Property and inspection of the Property, and shall provide evidence of liability insurance. In the event the Property Inspection reveals that the Property is not feasibly suited to the Developer's anticipated Purposes, Buyer may terminate this Agreement by written notice to Seller delivered within the Property Inspection Period, whereupon neither Seller nor Buyer shall have any further obligations under this Agreement. In the event Buyer fails to terminate this Agreement during the Property Inspection Period, then the Property Inspection Contingency shall be deemed to have been satisfied, and Buyer shall proceed according to the terms of this Agreement toward the satisfaction of the remaining Contingencies and Closing.

- c. Notice of Termination. A written notice of termination of this Agreement (which may be given via electronic mail) shall be considered to have been delivered during any applicable Contingency or other period described in this Section, if delivered (as set forth below) prior to 5:00 p.m. Eastern Time on the last day of the applicable period. In the event that Developer should terminate the Developer Purchase Agreement for purchase of the Property, the Authority shall be, and is, thereupon immediately relieved of all obligations pursuant to this Agreement and this Agreement is terminated.

5. SELLER OBLIGATIONS:

- a. Existing Environmental Site Assessment and Asbestos Survey. Seller shall furnish to Buyer, any Phase I or Phase II ESA or other environmental assessments and any asbestos survey, closure letters or the like which it may have, and is able to locate, with respect to the Property within twenty (20) days of execution of this Agreement by both parties, but shall not otherwise be obligated to cause any ESA or asbestos survey to be done.
- b. Survey. Seller shall furnish to Buyer, within fifteen (15) days of execution of the Agreement, any survey of the Property which it may have, but shall not otherwise be obligated to cause any survey to be done

6. COSTS AND EXPENSES: Buyer shall cause Developer to pay any and all Costs and Expenses associated with the Buyer Contingencies, Closing and transfer of the Property, County conveyance and transfer tax or fee, cost of the preparation of Deed, Authority Fee and any and all recording fees except to the extent specifically otherwise set forth herein. Seller shall be responsible only for the payment of its own attorney's fees.

7. DAMAGE OR DESTRUCTION OF PROPERTY: Risk of loss to the Property and improvements thereon, shall be borne by Seller until closing, provided that if any property covered by this contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may rescind this Agreement, and thereby release all parties from liability hereunder by giving written notice of the rescission to Seller within ten (10) days after Buyer has received from Seller written notice of such damage or destruction, and the right to rescind. Buyer's failure to notify Seller shall constitute an election to proceed with the transaction.

8. CLOSING: This Agreement shall be performed, and the transactions contemplated hereby shall be closed on a date and at a time to be mutually agreed upon by the Seller, Buyer, and Developer (the "Closing Date") following the satisfaction of all the Buyer Contingencies set forth herein, but in no event later than thirty (30) days after the expiration of the Property Inspection Period; provided however that in no event shall the Closing occur prior to the receipt by the Authority of funds due from the Developer pursuant to the Developer Purchase Agreement. Buyer acknowledges and agrees that the School Board is currently operating the Property as an intermediate school and intends to continue that operation until August 1, 2025. The School Board currently anticipates that

the Closing Date shall be a date no earlier than August 1, 2025. Upon the Closing Date, Seller and Buyer shall perform as follows.

- a. Closing Deposit. Buyer shall deposit, or cause to be deposited, the Consideration and the Authority Fee shall be deposited by Developer with Escrow Agent by wire transfer to an account designated by the Escrow Agent.
- b. Delivery of Deed. Seller shall deliver to the Escrow Agent a fully executed and notarized quit claim deed in recordable form, conveying marketable title to the Property to Buyer as provided for in Paragraph 4.a. The deed conveying the Property from Seller to Buyer shall further contain a deed restriction prohibiting the current owner and future owners of the Property from applying for or requesting a real property tax abatement or other exemption for the Property for a period of six (6) years from the Closing Date.
- c. Title Insurance. Buyer shall obtain, at Developer's costs, an owner's fee policy of title insurance issued by Lori Pebbles with Centennial Title Agency located at 331 E Washington Street, Medina, Ohio 44256 (the "Title Company" and the "Escrow Agent") in the amount of the Purchase Price (with all standard printed exceptions removed) insuring a good and marketable fee simple absolute title to the Property vested in Buyer, as set forth under Section 4.a. above. Buyer may request, at Developer's cost, any additional endorsements to the Title Policy, and Seller shall cooperate in the execution of such usual statements or affidavits required by the Title Company for the issuance of any endorsements which Buyer may reasonably request.
- d. Possession. Seller shall deliver possession to Buyer upon closing, including the transfer of any keys, access codes, access cards, or other means of access, to the Property free of obstructions or blockage to or within the Improvements.
- e. Special Tax Search; Charges.

Escrow Agent shall make a special tax search as of the Closing Date, both of record and with the appropriate municipal authority(s) in order to ascertain the existence of any assessments which constitute a lien against the Property.

Escrow Agent shall charge and assess costs in accordance with the terms of this Agreement.

- f. Prorations. Prorations shall be made on a *per diem* basis according to the relative days of ownership of the Property by Seller and Buyer during the period covered by the prorated item. Escrow Agent shall prorate and apportion, as of the close of business on the Closing Date, the general and special real estate taxes and assessments, using for such purpose the rate and valuation shown on the last available tax duplicate. Water, sewer and other utility charges with respect to the

Property, if any, shall be prorated as of the close of business on the Closing Date by the parties. Final readings on all gas, water and electric meters and sewer use charges shall be made and determined as of the Closing, if possible. If final readings are not possible, gas, water, electric and sewer use charges shall be prorated based on the most recent period for which costs are available. Seller shall, at the Closing, allow a credit against the Consideration for the *pro rata* share of all items so prorated and charged to Seller, to and including the date of the Closing, and Buyer shall pay or assume the charges prorated and charged to Buyer. The net amount of any adjustments shall be added to or subtracted from the Consideration as applicable. The parties agree to adjust such prorated charges as soon as the actual invoices for such charges are available. The provisions of this paragraph shall survive the Closing.

9. AGREEMENT FOR FURTHER EXECUTION: Prior to, at and after the Closing Date, the parties shall also execute and deliver any and all such other or further instruments of conveyance, sale, assignment or transfer, and shall take or cause to be taken such other or further action as either party shall reasonably request at any time or from time to time in order to (a) vest, confirm or evidence in Buyer title to all or part of the Property, or (b) effectuate, in any other manner, the terms and conditions of this Agreement.
10. NONRECOURSE: Notwithstanding any other provision, section, or part of this Agreement, Seller and Buyer agree that Authority's obligations under this Agreement are nonrecourse to the Authority, and will be funded, if at all, with the payments received or receivable by the Authority pursuant to the Developer Purchase Agreement. Notwithstanding any other statement in this Agreement, the Authority as Buyer is not obligated to use its own funds to satisfy any obligation or payment due pursuant to this Agreement except to the extent of funds received from the Developer. The School Board, as Seller has no recourse against the Authority, or against any other assets of the Authority or its officers, agents, employees, or representatives. This Agreement does not constitute a general obligation, debt, or secured indebtedness, and does not pledge the general credit or taxing power of the Authority, or of the State or County or any political subdivision thereof, and the School Board does not have, any right to have excises or taxes levied by the Authority, or by the State or any political subdivision thereof, for the payment of amounts due under this Agreement.
11. EMINENT DOMAIN: In the event that the Property or any part thereof shall be appropriated or taken by the exercise of the power of eminent domain prior to the Closing Date, Buyer shall have the option exercisable by written notice to Seller no later than thirty (30) days after such taking either to terminate the obligations of the parties pursuant to this Agreement and receive back all funds and documents previously paid or deposited by Buyer (in which event Seller shall be entitled to receive and retain the entire proceeds awarded in the proceedings relating to such taking) or to accept the remaining Property not so taken without diminution of the Purchase Price (in which event Buyer shall be entitled to receive and retain the entire proceeds awarded in the proceedings relating to such taking). In the event the entire Property is appropriated or taken by the exercise of the power of eminent domain prior to the Closing date, Seller shall be entitled to receive and retain the entire proceeds awarded in the proceedings relating to such taking and this Agreement shall

terminate. Seller shall promptly furnish written notice of any such proposed taking or appropriation to Buyer.

12. NOTICES: All written notices which are required for either party to serve upon the other shall be effectively delivered if personally delivered, sent by certified mail, return receipt requested, sent by nationally recognized overnight mail, or by electronic mail, to the addresses and "copied to" addresses set forth on the signature page hereof. Either party may, from time to time by written notice given to the other party, specify a new address to which any such notice shall thereafter be sent. Notices sent to or from legal counsel for a party shall be treated as delivered by or to the represented party. Notice to or from the Authority shall be copied simultaneously to the Developer at the address set forth on the signature page hereof.

Notices delivered by personal delivery or overnight courier shall be considered as received when delivered. Notices delivered by certified mail, shall be considered as received three (3) days from the date of mailing. Notices delivered via electronic mail shall be considered delivered as of the date and time the message entered the electronic mail account of the recipient.

13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
14. SEVERABILITY: If any provision of this Agreement or the application of any provision to any person or to any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect, and it is the intention of the Buyer and Seller that if any provision of the Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning which renders it enforceable.
15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Buyer and Seller with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous agreements between the Buyer and Seller in connection with the subject matter hereof. No officer, employee or other servant or agent of Seller or the Buyer is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon Seller or the Buyer unless in writing and signed by the party affected.
16. MUTUAL DRAFTING: Each party acknowledges that it has had an opportunity to review and revise this Agreement and that the normal rule of construction to the effect that ambiguities in an agreement are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

17. DUPLICATE ORIGINALS; ELECTRONIC EXECUTION: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument. A facsimile or PDF copy of a signature of a party on this Contract shall be fully effective as if an original signature.
18. INCORPORATION OF RECITALS: The Recitals set forth above are agreed to be true and accurate and are incorporated into this Agreement by this reference.
19. SURVIVAL: All of the agreements, covenants, warranties, and representations of the parties as set forth herein shall survive the closing and none of the same shall merge with the title conveyed to the Buyer or any instrument delivered in respect thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Real Estate Purchase Contract to be executed effective as of the latest date written below.

BUYER

MEDINA COUNTY
PORT AUTHORITY

Adam Fredrick, Chair
Board of Directors

DATE

Kevin Vonderau, Secretary/Treasurer
Board of Directors

DATE

ADDRESS:

144 North Broadway, Suite 119
Medina, Ohio 44256
Attn: Chair
Email: bdentler@medinacounty.org
Phone: 330-722-9215

Notices shall be copied to:

Mansour Gavin, LPA
1001 Lakeside Avenue, Suite 1400
Cleveland, Ohio 44114
Attn: Patricia M. Ritzert, Esq.
pritzert@mggmlpa.com

SELLER

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

By: _____
Amanda Gordon, Board President

DATE

By: _____
Douglas Beeman, Treasurer

DATE

ADDRESS:

524 Broad Street
Wadsworth, Ohio 44281
Attn: Douglas Beeman
Email: dbeeman@wadsworthschools.org
Phone: 330-335-1302

Notices shall be copied to:

Roetzel & Andress
222 S. Main Street, Suite 400
Akron, Ohio 44308
Attn: Justin Markey, Esq.
jmarkey@ralaw.com

FISCAL OFFICER'S CERTIFICATE

Medina County Port Authority

The undersigned Fiscal Officer of Medina County Port Authority hereby certifies that the moneys required to meet the obligations of the Medina County Port Authority under the foregoing Real Estate Purchase Agreement have been lawfully appropriated by the Legislative Authority of the Medina County Port Authority in the year 2025 for such purposes and are in the treasury of the Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Kevin Vonderau
Fiscal Officer
Medina County Port Authority

Dated: _____, 2025

EXHIBIT A

LEGAL DESCRIPTION

Address: 151 Main Street, Wadsworth, Ohio 44281

Permanent Parcel Numbers: 040-20D-03-011, 040-20D-03-012, 040-20D-03-013, 040-20D-03-014, 040-20D-03-029, 040-20D-03-048, 040-20D-03-046, and 040-20D-030-044

Legal Description:

Schedule 1.1

All fixtures and personal property owned by, associated with, or used by the School Board, including but not limited to the items set forth below:

1. Call box by main entrance
2. Clevertouch boards
3. Wifi access points
4. OJ work lights on east, west, and north walls
5. Donors plaque in lobby of OJ Work Auditorium
6. Murals (2) in lobby of OJ Work Auditorium
7. All shelving and appliances in the kitchen
8. TVs on the wall
9. Bookshelves in the library
10. Kilns
11. Phones
12. Bike rack
13. Gaga pit
14. Handicap swings
15. Picnic tables (2)
16. Plaques that are from additions being completed to the building
17. Network switches
18. Network appliances
19. Servers
20. Mounted speakers
21. Audio amplification systems

EXHIBIT B

LIENS AND ENCUMBRANCES

OPTION TO PURCHASE REAL ESTATE

THIS OPTION TO PURCHASE REAL ESTATE ("Option Agreement") is made by and between **WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION**, a board of education organized under the laws of the State of Ohio, and having an address of 524 Broad Street, Wadsworth, Ohio 44281 ("Buyer") and **WADSWORTH SQUARE COMMONS, LLC**, an Ohio limited liability company, and having an address of 102 Main Street, Suite 302, Wadsworth, Ohio 44281 ("Seller" and, collectively with the Buyer, the "Parties"). The effective date ("Effective Date") of this Option shall be the date of the last signature of the Parties set forth below.

1. **GRANT OF OPTION.** In the event Seller (i) does not complete the Developer Improvements (as defined below) on or before December 31, 2031; or (ii) stops operating the Property as a community space for a continuous period of not less than 180 days in accordance with the Allowable Purposes (as defined herein); or (iii) makes any application to the City of Wadsworth or any governmental entity requesting a real property tax abatement or other exemption for the Property; or (iv) receives a written bona fide offer to purchase the Property from a third party which Seller is willing to accept, Seller hereby grants to the Buyer the exclusive and irrevocable option (the "Option") to purchase, at the price and on the terms and conditions set forth herein, certain real property located in the City of Wadsworth, County of Medina, State of Ohio, and more commonly known as 040-20D-03-011, 040-20D-03-012, 040-20D-03-013, 040-20D-03-014, 040-20D-03-029, and 040-20D-03-048 in the Medina County Records (collectively, the "Property"). A full legal description of the Property is attached hereto as **Exhibit A**. The Property shall include the land described above, all of Seller's right, title and interest in and to all buildings, easements, hereditaments, appurtenances and fixtures thereto belonging, including, if applicable, 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 Property to the centerline thereof, in their present condition.

As used herein,

"Developer Improvements" means improvements that are substantially similar to those outlined in the Developer Proposal dated December 20, 2024, or other improvements consistent with the Allowable Purposes, as defined herein.

"Allowable Purposes" means a historical community space, recreational space, professional offices, small businesses, and high-end residential units as outlined in the Developer Proposal dated December 20, 2024.

2. **TERM OF OPTION.** The Option granted to the Buyer in this Option Agreement will expire at midnight, on December 31, 2031 (the "Option Term"). The term for exercising the option may be extended by the Buyer for a ninety (90) day period by Buyer serving written notice of such extension upon Seller prior to the expiration of the initial Option Term in the manner set forth in Section 4, below, and paying the additional consideration set forth in Section 3, below.

3. **OPTION PRICE.** In consideration of the Option the option price of \$1.00 ("Option Price") shall be payable to Seller upon execution of this Option Agreement by the Parties.

In the event the Buyer elects to extend the Option Term as set forth in Section 2, above, Buyer shall pay Seller an additional sum of \$1.00 by the time set forth in Section 2. Upon payment of the same, the amount paid to extend the Option Term shall be included as Option Price. Monies paid as part of Option Price, including any sum paid to extend the Option Term, shall be applied to the Purchase Price for the Property if, as and when the same closes.

4. **EXERCISE OF THE OPTION.** The Buyer shall exercise the Option by delivering written notice of its election to do so to the Seller, or Seller's attorney, sent by certified United States Mail, return receipt requested, hand delivery, or facsimile transmission on or before the expiration of the Option Term.

5. **TERMS OF PURCHASE AND SALE.** In the event of the exercise of the Option by the Buyer, this Option Agreement and the provisions set forth herein shall constitute an agreement of purchase and sale between the Seller and Buyer.

6. **PURCHASE PRICE:** The purchase price for the Property (the "Purchase Price") shall be:

- a. In the event that the Option arises because Seller has received a written bona fide offer to purchase the Property from a third party which Seller is willing to accept, the Purchase Price shall be the same purchase price and terms as set forth in such written bona fide offer.
- b. In the event that Seller makes any application to the City of Wadsworth or any governmental entity requesting or applying a real property tax abatement or other exemption for the Property, the Purchase Price shall be Three Hundred Thousand Dollars (\$300,000.00).
- c. In the event that the Option arises for any other reason than as stated in Section 6(a) or 6(b) above, the Purchase Price shall be the fair market value of the Property, as determined by an MAI Appraiser to be selected by Escrow Agent.

The Purchase Price shall be payable at closing to Centennial Title Agency located at 331 E Washington Street, Medina, Ohio 44256 ("Escrow Agent").

7. **TITLE:**

a. **Deed.** Seller shall furnish a general warranty deed conveying good and marketable title to the Property in fee simple to Buyer, subject at the time of title transfer to: (1) taxes and assessments which are a lien, but not yet due and payable, and (2) reservations, restrictions, easements, conditions, zoning ordinances, and legal highways, if any, of record. Marketability of title shall be determined in accordance with the Title Standards approved by the Ohio State Bar Association. The general warranty deed shall be in form and substance reasonably acceptable to Buyer. Prior to closing, Seller shall not take or fail to take any action which would adversely affect the title condition or value of the Property or Buyer's use thereof. Seller shall not enter into any agreements prior to closing relating to the Property which adversely affects Buyer's rights or interests hereunder without Buyer's prior written consent, which consent may be withheld

in Buyer's sole and exclusive discretion.

b. **Title Insurance.** No later than thirty (30) days prior to the expiration of the Option Term, Buyer shall obtain, at Buyer's expense, a commitment ("Commitment") from Centennial Title Agency located at 331 E Washington Street, Medina, Ohio 44256 ("Title Company") to issue at the closing an ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price, showing an insurable, good and marketable title in Buyer subject only to the Title Defects approved by Buyer in the manner specified herein below ("Title Policy"). The Buyer and Seller shall equally pay the cost of the premium for the Title Policy at closing. Within fifteen (15) days from Buyer's receipt of the Commitment, Buyer shall notify Seller of any exceptions to title disclosed in the Commitment which are unacceptable to Buyer in Buyer's sole discretion ("Title Defects"). Seller shall have ten (10) days from the date of notification by Buyer to notify Buyer whether Seller intends to cure or remove the Title Defects during the Option Term. If Seller, acting with due diligence and best efforts, fails or refuses to cure or remove the Title Defects within the Option Term, Buyer shall have the right, in its sole and exclusive discretion and at its expense, upon notice to Seller (a) to waive its objections to the Title Defects, (b) to take whatever action it deems appropriate to cure or remove the Title Defects, at Buyer's sole expense, or (c) to terminate this Option Agreement and receive a refund of any monies paid or deposited by Buyer in escrow with the Escrow Agent, after which the parties shall owe no further duties to one another aside from duties which expressly survive the termination of this Option Agreement. Notwithstanding anything to the contrary in this Option, Seller shall have an unconditional obligation to remove or cure, at no cost to Buyer, any title matters which are a lien for the payment of money, or any matter which arose after the execution of this Option as a result of Seller's acts.

8. **INSPECTIONS; ACCESS TO PROPERTY:**

a. During the Option Term, Buyer, or its designated representatives, may, at its own expense, conduct such delineations, investigations, inspections and tests of the Property which Buyer deems necessary, including but not limited to examination of any structures or buildings on the Property and any components thereof for the purpose of the condition and/or need for repair or replacement of the same, as well as testing the soil, wetlands, surface water and/or groundwater of the Property for the presence of any Hazardous Materials ("Tests"). Buyer shall be solely responsible for the costs of the Tests. Buyer and Buyer's agents shall have the right, during the Option Term to enter and conduct or cause to be conducted any Tests. For purposes hereof, "Hazardous Materials" shall mean any and all flammable explosives, hydrocarbons and/or petroleum products or fractions thereof, radioactive materials, hazardous or toxic wastes, substances or materials, including but not limited to those materials and substances defined as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances" in the Laws. For purposes hereof, the "Laws" shall include but not be limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.*, as amended; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; and any other federal, state and local statutes and ordinances, including all amendments thereto, replacements thereof, any rules, regulations and orders adopted and issued pursuant thereto, and any judicial and administrative interpretations thereof.

If Buyer determines during the Inspection Period, in Buyer's sole discretion, that it does not desire

to purchase the Property for any reason at all as a result of the Tests, Buyer may give written notice to the Seller on or before the last day of the Inspection Period that Buyer elects to withdraw from this transaction, in which event this Option Agreement shall be terminated, the Parties shall be released and discharged from any further liability hereunder and the Seller shall retain the amounts paid towards the Option Price.

If Buyer does not exercise this Option, Buyer shall repair any damage caused to the Property by the Tests. No such Tests shall constitute a waiver or relinquishment on the part of Buyer of its rights under any covenant, condition, representation or warranty of Seller and this Option.

b. Buyer may order a survey (the "Survey") of the Property, at Buyer's expense, which Survey may be used for the issuance of the Title Policy without taking general exception to matters of survey. If such Survey is made, the Survey description may be used in the general warranty deed, as defined below.

9. **DAMAGE:** If any building or other improvement is damaged or destroyed during the Option Term or after exercise thereof but prior to the date of title transfer, Seller shall promptly notify Buyer of such damage and of the amount of insurance proceeds payable. Buyer shall have the option, to be exercised by notice to Seller not later than ten (10) days after notice from Seller to: (a) exercise the Option and complete the purchase, and receive the proceeds of any insurance payable for damage to the Property plus a credit for the deductible through closing, or (b) terminate this Option Agreement, after which the parties shall owe no further duties to one another aside from duties which expressly survive the termination of this Option Agreement.

10. **ESCROW PROCEDURE:** All documents and funds and/or financial institution commitments for funds necessary to complete this transaction shall be placed in escrow with the Escrow Agent which shall act as escrow agent, in sufficient time to permit transfer of title on the date set forth in Section 11. This Option Agreement shall be considered by the Escrow Agent as escrow instructions, but shall be subject to the Escrow Agent's standard conditions of escrow acceptance where not inconsistent herewith, and which conditions of escrow shall be made a part hereof and incorporated herein by reference.

11. **TITLE TRANSFER, OCCUPANCY AND POSSESSION:**

a. **Closing and Title Transfer.** The closing of the purchase and sale of the Property shall occur forty-five (45) days after the exercise of the Option, unless extended by mutual agreement of the Parties ("Closing Date"). Title shall transfer on the Closing Date to Buyer by the recording of the general warranty deed.

b. **Occupancy and Possession.** Seller shall deliver occupancy and possession of the Property to Buyer on the Closing Date. Seller agrees to terminate any leases effecting the Property as of the Closing Date.

12. **PRORATIONS, CHARGES AND CREDITS:**

a. **Closing Costs.** On the Closing Date, the Seller shall be responsible to pay the following: (i) attorney's fees due and payable to Seller's attorney; (ii) the cost of removing any liens or encumbrances from the Property; (iii) the prorated amounts of the real estate taxes; (iv) any payments, or other charges which Seller agreed to pay hereunder; and (v) all real estate broker fees for parties engaged by Seller, if any. Buyer shall pay all other costs and expenses relating to the closing of the transaction to purchase the Property, including without limitation, (i) the Ohio Transfer Fee and Auditor's Real Property Conveyance Fee; (ii) the entire cost of the escrow agent fee, (iii) the entire cost of the Commitment and premium for the Title Policy, (iv) the cost to record any instruments required to close this transaction, including the general warranty deed, (v) Buyer's attorney fees, (vi) the Survey, if any, (vii) the Tests, if any, and (viii) all real estate broker fees for parties engaged by Buyer, if any.

b. **Prorations.** All Taxes shall be prorated and adjusted by the Escrow Agent between Seller and Buyer as of midnight on 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.

All utility charges and all charges for services of any type furnished to the Property by all governmental agencies, public utilities and private utilities, including charges for gas, electricity, water, sewer, trash removal and street cleaning, if any, shall be prorated as of the Closing Date, with Seller to be charged for the Closing Date and the days prior thereto.

13. **OTHER MATTERS:**

a. **Seller's Representations.** Seller represents and warrants to Buyer that:

- (i) Seller is the owner of marketable indefeasible fee simple title in and to the Property.
- (ii) Seller has the capacity and authority to execute this Option Agreement and perform the obligations of Seller under this Option Agreement.
- (iii) Neither the execution nor the delivery of this Option Agreement (or of any instrument or document to be executed or delivered pursuant to the terms hereof) will result in the violation of any contractual obligation of the Seller to any third party.
- (iv) To Seller's knowledge, there are no legal actions, suits or other legal or administrative proceedings pending, and Seller has not received notice of any threatened action involving or affecting the Property, including, without limitation, suits by or against tenants of the Property, if any, and Seller has not received any governmental notice of increased taxes or assessments relation to the Property.

Seller shall fully disclose to Buyer, immediately upon its occurrence, any change in facts,

assumptions or circumstances of which Seller becomes aware prior to the Closing Date which may affect the representations and warranties set forth above. All representations, warranties and covenants made by Seller shall survive closing.

b. **Appropriation.** If, after the exercise of the Option and prior to closing, the Property or any part thereof shall be, or becomes known to Seller (who shall notify Buyer promptly) to be, or threatened to be condemned or otherwise acquired for public purposes, or if access to the Property shall be, or become known to Seller (who shall notify Buyer promptly) to be, or threatened to be restricted or denied through eminent domain, the exercise of police power, the construction or establishment of a limited access street, oneway traffic, median dividers, change of grade, or otherwise, or if the status of any street or highway abutting or directly benefiting the Property shall have been or be threatened to be closed, abandoned, vacated or reduced to a service, frontage or access street, or if the traffic patterns or volumes in the vicinity of the Property are affected by any of the foregoing or otherwise (all of the abovedescribed events collectively referred to as "Appropriation"), then, Buyer, upon notice to Seller, may elect either to (i) close on the purchase of the Property and thereafter intervene in any such Appropriation proceeding and/or to receive the proceeds of any award paid or payable as a result of the Appropriation; provided, however, that any proceeds of insurance or Appropriation award received by Seller prior to closing shall be credited against the balance of the Purchase Price to be paid by Buyer; or (ii) terminate or elect not to exercise this Option Agreement, after which the parties shall owe no further duties to one another aside from duties which expressly survive the termination of this Option Agreement. If any Appropriation award shall be payable after the Closing Date, Seller shall assign to Buyer at Closing all of Seller's right, title and interest in and to such proceeds of insurance or Appropriation award.

c. **Assignment Entirety of Agreement.** This Option shall is personal to Buyer and is not subject to assignment. Upon any attempted assignment, the Seller shall be forever released from liability under this Option Agreement. This Option shall be binding upon and inure to the benefit of the Parties and their respective heirs, devisees, representatives, successors and assigns. This Option constitutes the entire understanding between Buyer and Seller with respect to the subject matter hereof. There are no representations, promises, understandings or agreements, oral or written, between the Parties relating to the Property which are not set forth herein and which are otherwise superseded and voided by this Option. This Option cannot be amended except by a writing executed by the Parties hereto as duly authorized.

d. **Waiver.** Except as otherwise specifically provided in this Option, no failure or delay on the part of either party in exercising any of their respective rights hereunder upon any failure by the other party to perform or observe any condition, covenant or provision herein contained shall operate as a waiver thereof, nor shall any single or partial exercise of any of such rights preclude any other or further exercise thereof or the exercise of any other right hereunder. No waiver or release of any of the terms, conditions or provisions of this Option shall be valid or asserted or relied upon by either party hereto or offered in any judicial proceeding or otherwise, unless the same is in writing and duly executed by the party against whom such waiver or release is being asserted.

e. **Construction.** This Option shall be governed and performed in accordance with the laws of the State of Ohio.

f. **Severability.** This Option is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Option or the application thereof to any person, entity, or circumstance, shall for any reason and to any extent be held to be invalid or unenforceable, the remainder of this Option and the application of such provision to the other person or circumstance shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

g. **Counterparts.** This Option may be executed in any number of counterparts, which together shall constitute the understanding of the parties hereto, and a copy of the same in paper, PDF or facsimile form same shall constitute an original.

h. **Dates.** If any deadline set forth herein falls on a Saturday, Sunday or holiday, the deadline shall be extended to the next business day.

i. **Captions.** The captions in this Option Agreement and in any addenda or exhibits attached hereto are used for reference purposes only and they in no way define, limit or prescribe the scope or intent of this Option or any provisions hereof.

j. **Further Assurances.** Seller agrees to execute such other documents as may be reasonably required from time to time by Buyer to give effect to the terms contained herein and the intent hereof, provided such agreement on Seller's part shall not cause or result in any cost or expense to Seller.

k. **Counsel.** The parties acknowledge that they have had an opportunity to consult with legal counsel and to study and negotiate the terms and provisions of this Option. The draftsmanship or authorship of this Option, any addenda hereto and any interlineations hereof shall not be construed in favor of or against either party, having been negotiated and adopted fully and freely by both parties.

l. **Recording.** The Buyer may, at its expense, record a memorandum of this Option with the Medina County Fiscal Office.

m. **Notices.** All notices, requests and other communication required under this Option Agreement, or required by law, shall be in writing and shall be deemed given when and if (a) personally delivered, (b) delivered by overnight private courier service which in the ordinary course of its business maintains a record of receipt of each of its deliveries, or (c) when delivered by United States mail, postage prepaid, certified, return receipt requested, addressed to the Parties hereto, at their respective addresses set forth in the first paragraph of this Option Agreement.

14. **DEFAULT:** If either party defaults, the other party shall have the right to pursue any remedies available at law or in equity, including specific performance.

IN WITNESS WHEREOF, the Parties have hereunto set their hands as of the date written below.

SELLER:

WADSWORTH SQUARE COMMONS, LLC

By: _____

Its: _____

Date of Execution: _____

BUYER:

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

By: _____
Amanda Gordon, Board President

Date of Execution: _____

By: _____
Douglas Beeman, Treasurer

Date of Execution: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2025 by _____, of Wadsworth Square Commons, LLC an Ohio limited liability company on behalf of the company.

NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

The foregoing instrument was acknowledged before me this _____, 2025 by Amanda Gordon, Board President of the Wadsworth City School District Board of Education, an Ohio city Board of Education, on behalf of the Board of Education.

NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

The foregoing instrument was acknowledged before me this _____, 2025 by Douglas Beeman, Treasurer of the Wadsworth City School District Board of Education, an Ohio city Board of Education, on behalf of the Board of Education.

NOTARY PUBLIC

Document Prepared By:
Natalie Schulte, Esq.
Roetzel & Andress
222 S. Main Street,
Akron, OH 44308
Nschulte@ralaw.com

EXHIBIT A

Address: 151 Main Street, Wadsworth, Ohio 44281

Permanent Parcel Numbers: 040-20D-03-011, 040-20D-03-012, 040-20D-03-013, 040-20D-03-014, 040-20D-03-029, 040-20D-03-048, 040-20D-03-046, and 040-20D-030-044

Legal Description:

SITE ACCESS AGREEMENT

THIS SITE ACCESS AGREEMENT (this "Agreement") is entered into as of _____, 2025 (the "Effective Date") between **WADSWORTH SQUARE COMMONS, LLC**, an Ohio limited liability company and having an address of 102 Main Street, Suite 302, Wadsworth, Ohio 44281 (the "Developer"), and **WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION** a board of education organized under the laws of the State of Ohio ("Board").

RECITALS:

WHEREAS, the Developer is the current owner of the real property described on Exhibit A attached hereto (the "Property") pursuant to the Real Estate Purchase Agreement executed on _____, 2025 (the "Developer Purchase Agreement") between the Developer and the Medina County Port Authority; and

WHEREAS, in connection with the Developer Purchase Agreement, the Board has requested permission from the Developer to enter the Property to remove and/or auction that certain personal property of the Board remaining on the Property, as listed on Schedule 1.1 (the "Work"); and

WHEREAS, the Developer and the Board have determined to enter into this Site Access Agreement to provide the Board with access to the Property in order to perform the Work.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The Recitals are incorporated into this Agreement.
2. Grant of Access. The Developer hereby grants, gives and conveys to the Board temporary access to and ingress and egress over the Property for the purposes of performing the Work. The Board may schedule such access at any reasonable time. The Board shall provide written notice to the Developer at least twenty-four (24) hours in advance of any entry, unless in case of an emergency. The "Work" shall consist of removal of certain personal property of the Board remaining on the Property, including, but not limited to, the fixtures listed on Schedule 1.1 (the "Board Property") and conducting up to three (3) public auctions, for any of the Board Property that the Board deems necessary for auction, in its sole discretion, which auctions shall be scheduled at the mutual convenience of the Board and the Developer, at least 30 days prior to the date of the auction, with the Board having access to the Property for up to seven (7) hours on the date of each auction to arrive, set up, conduct, and clean up from such auction.
3. Use of Access. The Board understands that the access for the Work under this Agreement is granted only for the purposes of undertaking the Work, and agrees to conduct the Work in a way that does not interfere with Developers development of the Property.
4. Effective Date. The Board's access to the Property pursuant to this Agreement to perform the Work shall commence on the Effective Date.

5. Indemnity and Insurance. The Board shall procure and maintain in full force and effect throughout the duration of access to the Property pursuant to this Agreement general liability insurance in the amount of not less than \$1,000,000, and liability insurance with policy amounts of not less than \$250,000 per person, \$500,000 per occurrence, and \$100,000 for property, with the Developer named as additional insured on each such policy of insurance. The Board shall provide a certificate of insurance evidencing such coverage prior to entering the Property.

6. Assignment. Either party may assign this Agreement only with written consent from the other.

7. Validity. If any provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement and application of its provisions shall be enforced to the greatest extent permitted by Ohio law. The Board represents and covenants that (i) signing this Agreement is not a violation of or in conflict with any provision of the laws of Ohio or of the United States applicable to the Board which would impair its ability to carry out its obligations under this Agreement, (ii) it is legally empowered to execute, deliver and perform this Agreement, and (iii) it has duly authorized the execution, delivery and performance of this Agreement. The Developer represents and covenants that (i) signing this Agreement is not a violation of or in conflict with any provision of the laws of Ohio or of the United States applicable to the Developer which would impair its ability to carry out its obligations under this Agreement, (ii) it is legally empowered to execute, deliver and perform this Agreement, and (iii) it has duly authorized the execution, delivery and performance of this Agreement.

8. Termination. Unless extended by agreement of the parties in writing, Developer's grant of access to the Property pursuant to this Agreement is granted only for so long as necessary to complete the Work, but in all events, shall terminate on or before December 31, 2025. Should any of the personal property that is the subject of the Work not be removed from the Property by the date of termination, then Developer shall have the right to take ownership of such of the personal property as Developer deems appropriate, without the payment of additional consideration for such personal property, and to have the balance of the personal property removed from the Property, using such means as Developer shall determine in its sole discretion, at the Board's expense. The provisions of this paragraph shall survive termination of this Agreement until Developer has been paid by the Board for such costs of disposal, and any costs of collection thereof, including but not limited to reasonable attorney's fees.

9. Amendment. This Agreement may only be amended or modified as agreed to by the parties in writing.

10. Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Ohio. Each party agrees that if it files a legal action regarding this Agreement, the action will be filed in the Court of Common Pleas, Medina County Ohio.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Signatures transmitted by fax or email shall be enforceable as originals.

12. Entire Agreement. This is the complete agreement between the parties regarding the matter set forth herein.

Executed as of the date first set forth above.

**WADSWORTH SQUARE COMMONS,
LLC**

By: _____
Name: _____
Title: _____

**WADSWORTH CITY SCHOOL
DISTRICT BOARD OF EDUCATION**

By: _____
Amanda Gordon, Board President
Date of Execution: _____

By: _____
Douglas Beeman, Treasurer
Date of Execution: _____

EXHIBIT A

Property Description

Address: 151 Main Street, Wadsworth, Ohio 44281

Permanent Parcel Numbers: 040-20D-03-011, 040-20D-03-012, 040-20D-03-013, 040-20D-03-014, 040-20D-03-029, and 040-20D-03-048

Legal Description:

SCHEDULE 1.1

List of Items to be Removed/Auctioned

All fixtures and personal property owned by, associated with, or used by the School Board, including but not limited to the items set forth below:

1. Call box by main entrance
2. Clevertouch boards
3. Wifi access points
4. OJ work lights on east, west, and north walls
5. Donors plaque in lobby of OJ Work Auditorium
6. Murals (2) in lobby of OJ Work Auditorium
7. All shelving and appliances in the kitchen
8. TVs on the wall
9. Bookshelves in the library
10. Kilns
11. Phones
12. Bike rack
13. Gaga pit
14. Handicap swings
15. Picnic tables (2)
16. Plaques that are from additions being completed to the building
17. Network switches
18. Network appliances
19. Servers
20. Mounted speakers
21. Audio amplification systems