

ORDINANCE NO. 9-25

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO
A REAL ESTATE PURCHASE AGREEMENT WITH ASH INNOVATIONS, LLC
TO SELL A PORTION OF MUNICIPAL PROPERTY CONSISTING
OF APPROXIMATELY 8.9550 ACRES, PERMANENT PARCEL
NO. 04-00-004-103-030, (aka BLOCK E)
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Avon currently owns several acres of land along Recreation Lane in what has come to be known as the City's Recreation Complex; and

WHEREAS, most of this property was purchased from The Cleveland Electric Illuminating Company (CEI) in the early 1980s after it was used by that company as fly ash dump for their former electric production facility in Avon Lake; and

WHEREAS, due to the soil conditions of the property and its limitations on use, the property was acquired for the token amount of One Dollar; and

WHEREAS, over the years, the Administration has received very little interest in the development of this land and as a result began to consider various options that would be compatible with the immediate area (recreation); and

WHEREAS, in mid-2012, the Bo Jackson's Elite Sports Development Group, LLC began expressing an interest in purchasing the property and constructing an indoor sports complex utilizing an inflated dome; and

WHEREAS, the Administration and members of City Council, after conducting several discussions with the Bo Jackson Group, entered into an option to purchase approximately nine (9) acres of property off Recreation Lane with Bo Jackson in Ord. No. 124-13, passed October 15, 2013; and

WHEREAS, said option contract was never exercised and the parties agreed to rescind same on or about April 16, 2015; and

WHEREAS, T3 Holdings expressed an interest in developing the site under the terms and conditions established by the City of Avon, i.e., to facilitate the construction and operation of a total fitness/sports complex geared toward training and conditioning amateur athletes and an agreement was entered into and Council passed Ordinance No. 83-16 on July 5, 2016; and

WHEREAS, Ash Innovations, LLC has expressed an interest in developing the site identified as Block E, Lorain County Auditor's Permanent Parcel No. 04-00-004-103-030, under the terms and conditions established by the City of Avon, i.e., to facilitate the construction and operation of a health, wellness, lifestyle, recreational, and/or athletic facility; and

WHEREAS, pursuant to Article IV, Section 13(c) of the Charter of the City of Avon, Council has the authority to provide for the sale of municipal property (real estate) by ordinance.

Ordinance No. 9-25 (Con't)

In addition, Article VIII, Section 5 of said Charter permits the disposal of property valued at under Ten Thousand Dollars (\$10,000) to be disposed of in the same manner; and

WHEREAS, Council, having considered all the potential uses for this property, finds it to be in the best interests of the City of Avon and in the best interests of the health, safety, and welfare of its residents, to authorize the Mayor to enter into this Real Estate Purchase Agreement with Ash Innovations pursuant to the terms and conditions set forth therein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON, LORAIN COUNTY, OHIO:

Section 1 - That Council, having considered the proposed Real Estate Purchase Agreement between the City of Avon and Ash Innovations, LLC, finds same to be reasonable and in the City's best interests and hereby grants the Mayor the authority to enter into said Agreement in substantially the form as it is attached hereto as Exhibit A and incorporated herein by this reference.

Section 2 - That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3 - That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of Avon, the immediate emergency being the necessity to authorize the Mayor to enter into the Real Estate Purchase Agreement with Ash Innovations, LLC to facilitate the commencement of their one (1) year Due Diligence period to determine the suitability of the site for construction of a pickleball facility on approximately nine (9) acres of land along Recreation Lane in the City's Recreation Complex; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 10, 2025 DATE SIGNED: February 10, 2025

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR February 11, 2025

Bryan K. Jensen
Bryan K. Jensen, Mayor

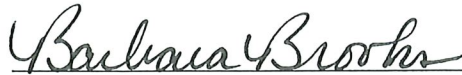
Ordinance No. 9-25 (Con't)

APPROVED AS TO FORM:



John A. Gasior, Law Director

ATTEST:



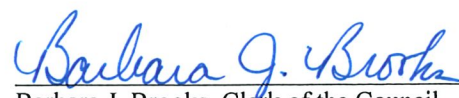
Barbara Brooks, Clerk of Council

POSTED: February 12, 2025
Electronically and at City Hall as
Provided by Council

Prepared by:
John A. Gasior, Esq.
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 9-25, passed by the Council of said City on February 10, 2025.

IN WITNESS WHEREOF, I have on this 11th day of February 2025, affixed my signature and official seal.



Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio

EXHIBIT A
(To Ord. No. 9-25)

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") is made and entered into by and between **The City of Avon, Ohio**, 36080 Chester Road, Avon, Ohio 44011, an Ohio municipal corporation (the "City"), and **Ash Innovations LLC**, 3082 Cross Creek Dr., Avon, Ohio 44011 an Ohio limited liability company ("Ash"), whose address is P.O. Box. The City and Ash are each a "Party" and collectively, "Parties" to this Agreement effective as of the date it is signed by the last of the Parties (the "Effective Date").

WHEREAS, the City is the fee simple owner of certain vacant land located within the Avon Recreation Complex Subdivision in Avon, Ohio, said land presently being identified as Block E as depicted on Exhibit A, attached hereto and incorporated herein by reference, and as Lorain County Auditor's Permanent Parcel No. 04-00-004-103-030, containing approximately 8.9550 acres of land (the "Property"); and

WHEREAS, Ash desires to purchase the Property from the City and the City desires to sell the Property to Ash in order to construct a building and other facilities thereon for the purpose of operating a health, wellness, athletic training and lifestyle facility on the terms and conditions set forth herein; and

WHEREAS, due to the possible presence of fly ash and potential soil instability of the Property, all of which was fully disclosed to Ash prior to entering into this agreement, Ash's construction costs may have the potential to be higher than normal; and

WHEREAS, the parties recognize and understand that the Parcel may present serious challenges to development and in consideration of the undertakings by Ash as herein set forth, the grant of easements as set forth herein, and of the benefits to be realized by Avon and its citizens, Avon will convey the Property to Ash for what would amount to be token consideration;

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Exhibits, Schedules and Other Attachments.** The following Exhibits, Schedules and other instruments, if any, are attached to this Agreement (except as otherwise indicated in the case of the Survey) and made a part hereof at the time of execution by the Parties:

- (a) Exhibit A – Property Location and Configuration;
- (b) Exhibit B – Permitted Uses;
- (c) Exhibit C – Form of Deed.

2. **Sale and Purchase of Property.** The City shall sell and convey the Property to Ash and Ash shall purchase the Property from the City in accordance with the terms and conditions hereof. The purchase price for the Property (the "Purchase Price") shall be One Dollar (\$1.00).

3. **Due Diligence/Investigation/Title/Survey/As-Is Sale.**

(a) **Due Diligence, Conditions Precedent and Approvals and Property Investigation.** Ash acknowledges that it will have ample opportunity to investigate and determine

the suitability of the Parcel for Ash's intended use. Ash will be satisfied with the condition of the Parcel once it has determined that the Parcel is suitable for its intended use. Except as otherwise set forth herein, Ash will be responsible for all costs incurred in connection with its completion of tests, studies, reports, investigations, evaluations and analysis, including but not limited to those pertaining to title, marketing, environmental, geotechnical, wetlands, soils and other engineering matters (collectively, the "Tests and Studies").

- i. Ash shall have until 5:00 p.m. Eastern Standard Time on the date that is three hundred sixty (360) days from the Effective Date to perform a financial and physical due diligence review of the Real Estate (the "Due Diligence Period"). Ash may conduct any due diligence reasonably relating to the physical condition of the Property, and all matters relating to Ash's Intended Use (as defined herein) that it deems necessary in its sole discretion (collectively, the "Tests and Studies"). In the event Ash has not notified the City in writing of its election to proceed or not to proceed with the transaction prior to the end of the Due Diligence Period, this agreement shall be deemed terminated without need for any affirmative action or approval by either Party. If Ash should exercise its right to proceed within the Due Diligence Period, the Parties will proceed forward with the transaction, subject to all remaining conditions precedent and Ash obtaining all Approvals (as defined herein). If Ash timely notifies the City in writing, of its election not to proceed within the Due Diligence Period, then this Agreement shall be deemed null and void (See, subparagraph (b), below for Ash's obligations upon termination). Ash's obligation to close is conditioned upon the results of the Tests and Studies being to Ash's sole satisfaction, which shall be determined in Ash's sole discretion.
- ii. Ash's Tests and Studies shall include, but not be limited to, the following: (1) the results of a survey, including an ALTA/NSPS Land Title Survey (the "Survey") to be performed by Ash, at Ash's sole cost and expense and (2) the boundaries of the Property as indicated by stakes and pins placed by Ash's surveyor and (3) the subsurface condition of the Property and (4) the status of the Property or any portions thereof as "wetlands" pursuant to any definition of the United States Corps of Engineers or the United States or Ohio Environmental Protection Agencies and (5) the presence of any Hazardous Substances (as defined herein) in, on or near the Property and the results of a Phase I environmental assessment, performed by Ash, at Ash's sole cost and expense (using the American Society for Testing and Materials Standard E-1527), and the results of any Phase II analysis, performed by Ash, at Ash's sole cost and expense and (6) all encumbrances, title defects and clouds on the title with respect to the title to the Property and (7) the amount and schedule for payment of all taxes and assessments and (8) the zoning applicable to the Property and (9) the availability, location and capacity (with respect to volume and quality) of all utilities and sanitary disposal and storm water disposal facilities and (10) the status of the Property as a flood plain or flood way as defined by the United States Department of the Interior and (11) any oil or gas wells or oil or gas storage facilities or piping or related appliances

located in, on or about the Property and (12) the public road access to the Property; and (13) the results of soil boring tests.

- iii. Ash must obtain all necessary and convenient governmental and regulatory permissions including, but not limited to, City, county, state and/or federal, approvals, including, without limitation, federal, state and local wetlands approvals and such approvals for the Split (collectively the "Approvals") for the future development of the Project ("Ash's Intended Use"), all as otherwise determined by Ash, in its sole discretion. Ash's obligation to close is expressly conditioned upon Ash obtaining the Approvals.
- iv. All approvals and decisions concerning acceptability and related decisions of Ash shall be made in Ash's sole discretion within the Due Diligence Period, as may be extended. All of the foregoing are conditions, not covenants. Ash shall not be obligated to take any action or make any effort to cause the same to be satisfied.
- v. As used in this Agreement, the term "Hazardous Substances" shall be defined as asbestos, urea formaldehyde, petroleum hydrocarbons and other petroleum products (including gasoline, diesel fuel, fuel oil, crude oil, and motor oil and constituents of those products), tetrachloroethylene, polychlorinated biphenyls ("PCB's"), nuclear fuel or materials, chemicals, biological or medical wastes, radioactive materials, explosives, known carcinogens, petroleum products, and all dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, or substances defined as hazardous or as a pollutant or a contaminant in, or the release or disposal of which is regulated by any Federal, State or local environmental laws or regulations.

(b) Right of Entry for Investigation; Obligations. Ash and its agents, contractors or employees shall have the right to enter upon the Property for the purpose of performing the Tests and Studies, provided no activity in connection therewith shall in any way materially damage the Property or materially interfere with the conduct of business thereon by others. Ash shall give the Avon Safety-Service Director or their designee, reasonable prior notice before each entry upon the Property by Ash or its agents pursuant to this Section. In the event this Agreement is terminated, Ash shall restore and repair any damage to the Property in connection with its Tests and Studies to the reasonable satisfaction of the City. Ash further agrees to keep the Property free of all liens in connection with services engaged by Ash in connection with its Tests and Studies, and to cause any such lien that may be filed to be removed by satisfaction, bond, or otherwise, promptly following notice of the lien's existence.

(c) Investigation Indemnity of the City by Ash. Ash and its agents and contractors may continue to access the property for purposes related to the Project during the Due Diligence Period and up to and including prior to Closing. Ash agrees to indemnify and hold the City harmless from and against any and all loss, cost, liability or expense in connection with claims for injury or damage to persons or property in connection with its entry upon the Property, including, without limitation, any property damage, personal injury or claim of lien against the Property resulting from any activities conducted thereon by Ash, (including, without limitation, reasonable attorneys' fees and expenses paid or incurred by the City, if any, resulting from a breach

by Ash of its obligations under this paragraph). The foregoing indemnity shall survive any termination of this Agreement for the statutory period within which suit may be brought.

(d) Title Examination; Permitted Exceptions. Within ten (10) days after the Effective Date of this Agreement, the City and Ash shall procure a Title Commitment from Chicago Title Insurance Company, 1111 Superior Avenue, Suite 602, Cleveland, Ohio, 44114. (the "Title Company") to issue a commitment for an ALTA Owners Policy of Title Insurance (Form 2021) (the "Commitment"), together with copies of all instruments identified as exceptions to the City's title to the Property identified in Section B-2 of the Commitment. The Title Company shall provide a copy of the Commitment and such instruments to the City, Ash and Ash's counsel. If the Commitment and/or the Survey reveal any matters other than permitted exceptions or standard exceptions that will be removed at Closing, Ash shall notify the City of any such defects no later than thirty (30) days after receipt of the Commitment. Failure to so notify the City within the aforesaid time period shall be deemed as Ash's acceptance of the condition of title. If Ash shall notify the City of a title defect, the City may elect to undertake to eliminate all such unacceptable matters to the reasonable satisfaction of Ash and the Title Company. In the event the City is unable to satisfy said objections or elects not to satisfy said objections within thirty (30) days after said notice, Ash shall, at its option, elect within ten (10) days of the expiration of such period or receipt of such notice to: (i) accept title subject to the objections raised by Ash in which event said objections shall be deemed to be waived for all purposes; or (ii) cancel this Agreement, whereupon this Agreement shall be of no further force and effect. Upon Closing, the Property shall be conveyed to Ash subject only to those covenants, restrictions, easements and other matters affecting the City's title to the Property that are set forth in Schedule B-2 of the Commitment and Section 5 of this Agreement, other than: (i) any lien securing the payment of money whether or not disclosed by the Commitment, The City agreeing that all such liens shall be discharged by the City on or before Closing; and (ii) such matters, if any, as appear on Schedule B-2 to the Commitment that the City may have agreed, in writing, to satisfy, cure or otherwise remove pursuant to the terms of this Section (the "Permitted Exceptions"). At or prior to Closing, the City shall provide the Title Company with such affidavits and other instruments as are reasonably necessary for the Title Company to delete the so-called standard exceptions found in Schedule B-1 of the Commitment from the Owner's Policy identified in Section 9.

(e) Survey. Ash shall have the right to order and obtain the Survey of the Property. Upon completion of the Survey, the Survey shall be certified to the City, Ash, the Title Company, Ash's lender and any other party designated by Ash and shall specifically identify the square feet and acreage within the Property. Ash shall submit the Survey to the City for its review and approval as to the Survey's compliance with the requirements of this Agreement applicable to the Property.

(f) As-Is Condition. Ash acknowledges that the City has made no representations or warranties concerning the Property and that upon exercise and satisfaction of the conditions to Closing set forth in Section 9, Ash will accept the Property in its then "as-is" and "where-is" condition "with all faults" and physical defects.

4. City Approvals. Prior to Closing, the City and Ash agree to timely commence and complete the following further undertakings to be performed by the City or Ash, as the case may be (each a "Development Obligation" and collectively the "Development Obligations"), each such Development Obligation being acknowledged to be necessary for development of the Project on the Property. Each Development Obligation shall be commenced and completed by the obligated

Party within the time specified below together with such extension thereof, if any, as may be mutually agreed upon by the Parties, and subject also to Force Majeure.

(a) Planning Commission Review and Approval. Ash shall cause an application for General Development Plan approval to be filed with the Planning Commission of the City of Avon (the "Commission"). Once the General Development Plan has been approved, Ash shall submit its Final Development Plan to Planning Commission for approval. Planning Coordinator may waive the requirement of a General Development Plan if it determines that circumstances warrant it.

(b) Fly-Ash Matter. The City acknowledges that the Property has significant development challenges due to its possible previous use as a fly-ash disposal area and that prior to any development, fly ash soil and mounds may have to be removed, to the extent they exist, from the areas upon which the improvements will be constructed, all in accordance with plans to be submitted and approved by the City. Ash shall submit the plans for this work to the City Engineer for approval by the City. Upon approval and post-closing, Ash shall cause its contractors to complete this fly ash soil removal activity, to the extent fly ash soil removal is necessary and required. Subsequent to Closing and completion of the Ash development, Ash, its successors and assigns, will be responsible for the cost of removing the soil from its property.

(c) Project Plans; City Approval. Ash shall cause detailed architectural plans and specifications to be prepared for bidding and construction of the Project (the "Construction Plans"). The Construction Plans will be submitted to the City for approval, and such approval shall not be withheld, to the extent the Construction Plans conform to the final development to be approved by the Avon Planning Commission and comply with all applicable law. The City's approval or disapproval of the Construction Plans shall be given within a reasonable time following submission thereof, the reason or reasons for any disapproval by the City shall be stated in writing with reasonable particularity. In the event of disapproval, Ash shall cause the Construction Plans to be revised to address the reason or reasons for disapproval identified by the City and submit revised Construction Plans to the City for approval or disapproval of the revisions. The City's approval or disapproval of the revisions to the Construction Plans shall be given within a reasonable time following submission thereof and any disapproval thereof shall again be stated in writing with reasonable particularity. The foregoing process shall continue until the Construction Plans are approved by the City (the approved Construction Plans thereafter being the "Project Plans"). Following approval of the Project Plans by the City, the City agrees that it will support the Project Plans in any submission thereof to departments of the City from whom approvals and/or permits are required for construction of the Project to the extent the Project Plans comply with all applicable law. If Ash desires to make any material change in the Project Plans after approval by the City, Ash shall submit the proposed change to the Avon Planning Commission and/or the Avon Building Department, as the case may be, for its review and approval or disapproval of the modification in the same manner as provided above for initial approval of the Construction Plans. It is anticipated that permit fees and tap in fees for the Project will be significant and Ash shall be required to pay any such fees. In addition, Ash shall also be responsible for and pay other entities outside the City of Avon for such things as outside plan examination, water taps (Avon Lake), sanitary sewer taps (City of North Ridgeville) or other such charges.

(d) Ash may petition the City to contribute some relief from permit fees due to the City's Building Department and/or Utilities Department. Any relief granted must be approved by City Council.

5. **Financing Contingency.** The City acknowledges that Ash intends to finance the development and construction of the Project. If all financing necessary to fully fund anticipated Project costs have not been committed prior to expiration of the Due Diligence Period, either Party may terminate this Agreement effective immediately upon written notice to the other given within ten (10) business days following the expiration of the Due Diligence Period, whereupon both Parties shall be relieved of all further obligations pursuant to this Agreement that are not expressly stated to survive its termination.

6. **Use Restrictions/Project Use by the City.** Any reference to Ash or the City in this Section includes their respective successors and assigns.

(a) **Use Restriction.** Upon Closing and conveyance of the Property to Ash, the Property shall be subjected to the following restriction on the use thereof which shall be set forth in the Deed (defined in Section 9 below) as follows:

The Property shall be used solely for health, wellness, athletic training and lifestyle purposes, except that not more than twenty-five percent (25%) of the gross interior floor area of any building from time to time constructed thereon may be used for the retail preparation and sale of food for on-premises consumption (the "Use Restriction") by no more than three (3) operators at any time. The foregoing restriction is not intended to benefit any other person or property whatsoever, including but not limited to property that may be part of any common development of the Avon Recreation Area by the City, and shall be enforceable only by the City by appropriate judicial proceedings seeking the specific performance thereof and shall continue in perpetuity from and after the Effective Date unless the Parties, or their successors and assigns, shall otherwise agree by express written agreement, it being understood however that the parties are under no obligation to otherwise agree.

In the event it appears that the Ash or its successors or assigns are in violation of the use restriction set forth above, the City may notify Ash or any successor or assignee of any such violation in writing and it shall have an obligation to cure any such violation within a thirty (30) day period following receipt of such written notice. In the event Ash, shall fail to cure any such violation within said thirty (30) day period, the City may file an action for injunctive relief, it being agreed that the City has no adequate remedy at law in the case of any such violation; provided, however, that should Ash commence such cure within said thirty (30) day period and thereafter diligently pursue such cure to completion, the City shall not be permitted to file for injunctive relief. In any such action, the City shall not be required to post a bond and in such a case, Ash, shall be responsible for the City's reasonable attorney fees and costs in connection with any such action.

(b) **Project Use by the City.** Upon Closing and conveyance of the Property to Ash, the Property shall be burdened by the following covenants in favor of the City with respect to the improvements to be constructed as part of the Project, such covenants to be set forth in the Deed as follows:

Ash hereby grants to the City, the right to use the facilities to be constructed on the Property by Ash (the "Ash Facilities") for any of the purposes identified on Exhibit B, attached hereto and made a part hereof (each a "Permitted Use"), each Permitted

Use to be exclusively used by the City or such City municipal agencies, entities and programs for City residents as Avon may determine and in each case the applicable municipal agency or entity shall work with and through the Avon Parks Department (each, a "Benefitted User"), but at no time for any private entity or purpose. Each such use shall be on the following terms and conditions. Each Benefitted User will be required to execute Ash's standard waiver of liability form that is signed by all users of the Ash facility.

(i) Each Permitted Use shall require reservation of the Ash Facilities by or on behalf of the Benefitted User by written notice to Ash specifying the date, time and duration of the Permitted Use, the purpose of the Permitted Use, the Benefitted User, and the specific area of the Ash Facilities to be used, such notice to be received by Ash not less than sixty (60) days prior to each intended Permitted Use, a ("Reservation"). Any conflict among multiple Benefitted Users attempting to make a reservation for use of the Ash Facilities shall be resolved by the Avon Recreation Coordinator.

(ii) Absent a timely Reservation of the Ash Facilities, the use thereof on such day or days by all Benefitted Parties for any Permitted Use shall be deemed waived, whereupon Ash shall be entitled to use the Ash Facilities in their entirety on such day or days for such purposes as Ash may deem appropriate.

(iii) Except for Reservations of City Residents for enhanced services provided by Ash, as defined in Exhibit B, management of the Permitted Use, and Benefitted User(s), and of all Reservations for the use thereof by Benefitted Users, shall in each case be by the Avon Recreation Coordinator, who shall be solely responsible, for overseeing such use and coordinating all Reservations by Benefitted Users on behalf of the City. In the event that any Permitted Use and/or Benefitted User(s) adversely affects, interferes with, or disturbs, in any way, Ash's normal business operations, Ash reserves the right, in its reasonable discretion, to immediately terminate the Reservation and remove any and all disruptive Permitted Uses and/or Benefitted Users from the Ash Facilities for that day. Management by the Avon Recreation Coordinator shall include: (A) all set up for each Permitted Use and all take down and cleaning necessary to return the Ash Facilities to Ash at the end of each Reservation in generally the same condition as provided to the Benefitted User at the commencement thereof (normal wear and tear excluded); and (B) procuring from each individual participant in a Permitted Use, a release of Ash, its members and lender from any and all liability for injury to person or property sustained by the participant while on the Ash Facilities on a form provided by Ash.

(iv) Ash reserves the right to be the sole provider of all food, beverages and concessions available at the Ash Facilities in connection with a Permitted Use by a Benefitted User unless the parties otherwise agree. If Ash cannot make reasonable accommodations for User food allergies, this provision will be waived to whatever extent is reasonable to accommodate the User's condition.

(v) The foregoing rights to use the Ash Facilities by a Benefitted User shall run with the land.

(vi) The foregoing rights to use may be waived or altered by mutual agreement of the parties hereto but neither party shall be obligated to waive or alter said rights of use. The parties will however convene within six (6) months after the Ash Facilities are operational to alter the foregoing rights provided both parties determine a need to do so.

7. **Easements/Storm Water Management/Other Title Matters.** Any reference to Ash or the City in this Section includes their respective successors and assigns.

(a) **Reciprocal Parking Rights/Parking on Adjacent City Parcel.** Upon Closing and conveyance of the Property to Ash, the Property shall be benefitted and burdened by the following reciprocal parking easements and certain adjacent property owned by the City located to the west of the Property, which shall be set forth in the Deed as follows:

The City hereby grants to Ash with respect to adjacent property owned by the City, also known as Block G in the Avon Recreation Complex Subdivision (the "Adjacent Property") and with respect to any parking rights on and over the property to the south of the Property owned by T3 Realty II, LLC (the "T3 II Property") for the benefit of the Property, and reserves to itself with respect to the Property for the benefit of the Adjacent Property, the right and privilege under the circumstances set forth below to use such parking as may be available from time to time on the Property, the Adjacent Property and the T3 II Property, for overflow parking at events occurring on the Property, the Adjacent Property or the T3 II Property as to which parking on the Property, the Adjacent Property and the T3 II Property may be inadequate. Each party will also enjoy an easement for ingress and egress over such burdened areas for the benefit of the owners and their respective employees, guests, contractors, agents and invitees.

These parking easements enjoyed by each Party are nonexclusive and in common with the owner thereof and such owner's employees and invitees, first come first served. These areas are only to be used for parking and for ingress and egress. Parking areas shall not be blocked or used for any purpose other than parking without first obtaining the prior written approval of each Party.

Ash shall have the responsibility to maintain and repair and remove snow and ice from the parking lot and driveway areas located on the portion of the Property which Ash may use for parking, to maintain all landscaped areas located on that part of the Property and to maintain the parking lot lights located on that part of the Property. The power for electrical use of the parking lot lights on the Property will be separately metered and Ash will from time to time determine when those areas shall be illuminated. Inasmuch as Ash will control the lighting of the parking areas over which the parties have reciprocal easements, Ash will be responsible to pay for the use of this power.

Enforcement of the foregoing reciprocal parking rights shall be by the benefitted and burdened parcel owners by appropriate judicial proceedings limited to specific enforcement of the provisions of thereof.

(b) **Ingress and Egress Rights.** Upon Closing, the Property will also be benefitted by the following parking and ingress and egress easement in favor of Ash with respect to the T3 II Property located to the south of the Property:

The City grants to Ash a non-exclusive easement for ingress and egress and for parking over the northerly sixty (60) feet of the T3 II Property.

Cost of maintaining the parking lot and driveway areas, of snowplowing, of landscaping and of paying the power bill associated with the parking lot lights shall be the responsibility of the party using such facilities. If for example, the owner shall construct a parking lot and related facilities on such owner's parcel, it alone shall be responsible to maintain and repair

said lot and driveway areas, to remove snow therefrom, to maintain the landscaping in said areas and to pay the bill associated with power usage for lighting.

Regardless of who constructs the parking lot and driveway areas, said construction and maintenance will be in compliance with the Avon Codified Ordinances.

(c) Storm Water Management. Upon Closing and conveyance of the Property to Ash, the Property shall be benefitted by the following easements for connection of the storm water management facilities located on the Property to storm water detention facilities located on property that is adjacent to property owned by the City or elsewhere within the Avon Recreation Area designed to serve the Property as improved with the Project, the easements to be set forth in the Deed as follows:

The City, for itself its successors and assigns, hereby grants to Ash, its successors and assigns, the right to: (i) install such pipes, conduits, swales, headwalls and other facilities as are reasonably necessary to connect the storm water management facilities located on the Property and serving the Project, to the storm water detention basin and related storm water management facilities located on the Property and any replacement or expansion thereof (the "Detention Facilities"); and (ii) discharge storm water from the Property to the Detention Facilities. The City shall be solely responsible for all maintenance required to keep the Detention Facilities in good working order and condition, adequate to serve the Property and all other land served thereby, at the City's sole cost and expense except as hereinafter provided. Ash hereby grants to the City an exclusive easement for ingress and egress on and over the Property to the Detention Facilities. The City agrees not to grant additional storm water management easements permitting the connection of other land to the Detention Facilities only if to do so would render the capacity of the Detention Facilities inadequate to serve all land and improvements then served, unless the capacity of the existing Detention Facilities is increased to accommodate the additional land, in which case no part of the cost to expand the Detention Facilities shall be Ash's responsibility.

(d) No Further Encumbrance. Except as provided in the following paragraph, the City agrees that during the term of this Agreement, the City shall not grant any easement, impose any restriction, create any lien, or take or consent to any other action, that would affect its title to the Property unless such easement, restriction, lien or other action affecting the City's title will terminate and end in accordance with its terms prior to the Closing Date or has the prior written approval of Ash.

8. Representations and Warranties. The Parties represent, warrant, and covenant as follows, each representation, warranty and covenant to survive Closing:

(a) The City represents and warrants to Ash that as of the Effective Date and again as of the Closing Date:

(i) The City has good and marketable title to the Property, possesses full power and authority to deal with the Property in the manner contemplated by this Agreement, and has granted no other party any right or option to purchase the Property or any interest therein except as may constitute a Permitted Exception.

(ii) To the best of the City's knowledge, there are no threatened actions or legal proceedings affecting the Property or the City's interest therein.

(iii) This Agreement has been duly executed and delivered on behalf of the City by an officer authorized so to do, and this Agreement is a valid and binding obligation of the City, enforceable in accordance with its terms except as limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws in effect from time to time affecting the enforcement of creditors' rights generally, and to the extent the same may be subject to the exercise of judicial discretion in accordance with general principles of equity.

(iv) Neither any provision of this Agreement or consummation of the transactions contemplated by this Agreement would constitute a default (or an event which with notice and passage of time or both would constitute a default) under any contract or restriction to which the City is a party or by which it is bound.

(v) The City has received no notice and has no knowledge of any violation of any law, regulation, ordinance, order or other requirements of any governmental authority having jurisdiction over or affecting any part of the Property.

(vii) The City is not obligated on any contract, agreement, or lease, oral or written, with respect to the ownership, use, operation or maintenance of the Property, except as the same may constitute a Permitted Exception.

(viii) The City has not made and prior to Closing will not make any commitments or representations to any applicable governmental authority or surrounding property owners which would adversely affect Ash's use of the Property or cause an increase in construction costs, nor is the City aware that any other person has made any such commitment or representation. The City has not granted any person any legal right to use or occupy any portion of the Property beyond the Closing Date. The City knows of no uncapped oil or gas wells or underground storage tanks on the Property.

(ix) Except as may be disclosed in the City's Diligence Materials (as defined herein), the City is not aware of any environmental issues relating to the Property.

(b) Ash represents and warrants to the City that as of the Effective Date and again as of the Closing Date:

(i) Ash is a duly organized and validly existing limited liability company under the laws of the State of Ohio.

(ii) This Agreement has been duly executed and delivered by a party authorized to take that action on behalf of Ash, and this Agreement is a valid and binding obligation of Ash, enforceable in accordance with its terms except as limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws in effect from time to time affecting the enforcement of creditors' rights generally, and to the extent the same may be subject to the exercise of judicial discretion in accordance with general principles of equity.

(iii) Neither any provision of this Agreement nor consummation of the transactions herein contemplated constitute a default (or an event which with notice and passage of time or both would constitute a default) under any contract or restriction to which Ash is a party or by which Ash is bound.

(iv) Subject to Force Majeure (as defined herein), Ash agrees to commence construction of the Project as promptly as reasonably possible following Closing and to complete construction of the Project within a reasonable time.

9. Closing; Conveyance of the Property.

(a) Conditions to Closing.

(i) Each of the following shall constitute a condition to Closing for the benefit of the City; the continued accuracy of each representation and warranty of Ash set forth in Section 8 the absence of any uncured default by Ash pursuant to Section 10. The City may, in its sole discretion, waive any one or more of the foregoing conditions to Closing, or from time to time extend the time for satisfaction thereof by Ash, in either case by notice to Ash and the Escrow Agent (as defined herein).

(ii) Each of the following shall constitute a condition to Closing for the benefit of Ash: (A) the continued accuracy of each representation and warranty of the City set forth in Section 8 and the absence of any uncured default by the City pursuant to Section 10; and (B) readiness of the Title Company to issue its ALTA Owners Policy of Title Insurance (Form 2021) to Ash in accordance with the Commitment subject only to the Permitted Exceptions, in the amount of anticipated Project costs as estimated by Ash subject only to customary requirements of the Title Company agreeing to increase the policy amount as Project expenditures are made (the "Owner's Policy"). Ash may, in its sole discretion, waive any one or more of the foregoing conditions to Closing, or from time to time extend the time for satisfaction thereof by the City, in either case by written notice to the City and the Escrow Agent.

(b) Closing Date; Closing; Possession. "Closing Date" shall mean the tenth (10th) business day following satisfaction of all conditions precedent to Closing set forth in this Agreement or one (1) year from the date this agreement is approved by City Council. "Closing" shall mean consummation of the purchase and sale of the Property in accordance with the terms of this Section, including delivery of the Deed by the City to Ash. Possession of the Property shall be delivered to Ash upon Closing.

(c) Purchase Price. The total purchase price for the Property to be paid by Ash to the City upon Closing shall be One Dollar (\$1.00).

(d) Escrow; Escrow Agent. Closing shall be in escrow at the office of the Title Company (the "Escrow Agent") and this Agreement shall serve as escrow instructions subject to such supplementation as the City and Ash may respectively deem appropriate to the extent consistent with the instructions, terms and conditions of this Agreement.

(e) Closing Deliveries. The following instruments to be delivered by each Party to the Escrow Agent shall collectively constitute the "Closing Documents".

(i) On or before the Closing Date, the City shall deliver the following to the Escrow Agent: (A) the fully executed limited warranty deed conveying the Property to Ash, employing the description of the Property Survey as the description thereof, said deed to be in substantially the form attached hereto as Exhibit C and made a part hereof (the "Deed"), a copy of the Deed to be provided to counsel for Ash not less than five (5) business days prior to the Closing Date; (B) a certified copy of legislation authorizing the City (Mayor) to execute this Purchase Agreement and the City's affidavit satisfying the requirements of IRC §1445 (the "FIRPTA

Affidavit"); (C) those documents reasonably required by the Title Company to evidence the City's authority to convey the Property to Ash; (D) the closing statement prepared by the Escrow Agent, signed by the City, showing all prorations, receipts and disbursements of the escrow, in form and substance reasonably satisfactory to the City, Ash, any lender to Ash and the Escrow Agent (the "Closing Statement"); and (E) such other documentation as may reasonably be requested by Ash or the Escrow Agent to more fully effect or confirm conveyance of the Property to Ash or the City's performance of any other obligation of the City contemplated by this Agreement.

(ii) On or before the Closing Date, Ash shall deliver each of the following to the Escrow Agent: (A) the Purchase Price and any additional sum that is the responsibility of Ash pursuant to this Agreement to be paid through escrow as set forth on the Closing Statement; (B) such evidence as may reasonably be required by the Title Company to evidence Ash's authority to enter into and consummate the transactions contemplated by this Agreement; (C) the Closing Statement signed by Ash; and (D) such other documentation as may reasonably be requested by the City or the Escrow Agent to more fully effect or confirm performance of the obligations of Ash contemplated by this Agreement.

(f) Distributions by the Escrow Agent. Upon Closing, the Escrow Agent shall deliver or distribute the Closing Documents as follows:

(i) The Deed to the Lorain County Recorder for recordation among the public records of Lorain County, Ohio.

(ii) To Ash: The Title Policy; a copy of the signed Closing Statement; and any excess funds after payment of the Purchase Price to the City and any other amounts to be paid pursuant to the Closing Statement; and if requested by Ash, copies of such other Closing Documents as Ash may request.

(iii) To the City: the Purchase Price; a copy of the Deed; a copy of the signed the Closing Statement; and if requested by the City, copies of such other Closing Documents as the City may request.

(g) All recorded documents shall be forwarded to Ash promptly upon their return by the Recorder's office.

(h) The following transaction and Closing expenses shall be charged to and paid by the Parties as follows:

(i) At Closing, Ash shall pay all closing costs, including but not limited to (A) the Title Costs; (B) the cost of recording the Deed and any mortgage; and (C) the Escrow Agent's fees for its services as escrow agent hereunder; and (E) any other charges or prorations as required herein

(ii) the City and Ash shall each pay their own legal and other professional fees in connection with this Agreement and the Closing.

(i) Prorations and Allocations. The Parties acknowledge that the Property is not subject to real estate taxation prior to Closing and that there will be no leases or other occupancies of the Property during the term of this Agreement continuing after Closing, such that there are no prorations that will be necessary upon Closing.

10. Default and Remedies.

(a) Ash.

(i) Ash shall be in default under this Agreement upon any failure to perform one or more of its obligations hereunder for a period of thirty (30) days following written notice from the City specifying the obligation or obligations in default by Ash, except that: (A) if the noticed default cannot reasonably be cured within thirty (30) days and Ash has commenced the cure thereof within thirty (30) days following notice thereof from the City, Ash shall have such additional time as is reasonably required to complete the cure thereof with diligence; and (B) Ash shall be in immediate default, without notice, in the event Ash fails to proceed with Closing on the Closing Date without justification pursuant to the terms of this Agreement.

(ii) Upon any default by Ash, the City may: (A) seek specific performance of the obligation in default and retention of jurisdiction by the tribunal before whom specific performance is sought to assure performance of the remaining obligations of the parties hereunder; or (B) terminate this Agreement effective immediately upon notice to Ash, whereupon both Parties shall be relieved of all further obligations to the other hereunder. The City hereby waives, releases and relinquishes all right to seek or recover monetary damages in connection with a default hereunder by Ash except Ash shall reimburse the City for its reasonable legal fees and disbursements incurred in connection with any legal action.

(b) The City.

(i) The City shall be in default under this Agreement upon any failure to perform one or more of its obligations hereunder for a period of thirty (30) days following written notice from Ash specifying the obligation or obligations in default by the City, except that: (A) if the noticed default cannot reasonably be cured within thirty (30) days and the City has commenced the cure thereof within thirty (30) days following notice thereof from Ash, the City shall have such additional time as is reasonably required to complete the cure thereof with diligence; and (B) the City shall be in immediate default, without notice, in the event the City fails to proceed with Closing on the Closing Date without justification pursuant to the terms of this Agreement.

(ii) Upon any default by the City, Ash may pursue one or more of the following remedies at its sole option in addition to any other remedy available at law or equity: (A) to terminate this Agreement, in which event the City shall be responsible for all Title Costs and accrued escrow fees and shall reimburse Ash for all costs and expenses incurred in connection with the Survey, Test and Studies, and Development Obligations; (B) to cure the City's default, including, without limitation, expending amounts or taking other action to cure such default, and all amounts expended by Ash to cure the City's default shall be payable by the City on demand if Closing does not occur

(c) Upon any Party's election to terminate this Agreement in accordance with its terms: (i) all documents and other funds delivered into escrow shall be returned by the Escrow Agent to the depositing Party promptly following receipt of a copy of the notice terminating this Agreement from either Party; (ii) Ash shall return all the Diligence Materials received from the City; and (iii) each party shall pay such costs for which it is responsible in accordance with the terms of this Agreement. Following satisfaction of the foregoing requirements, and subject only to their performance, this Agreement shall terminate and neither Party shall have any further

obligation hereunder to the other except as expressly stated to survive a termination of this Agreement.

11. Notices. All notices, demands, requests, and other communications required by this Agreement shall be in writing and shall be deemed to have been properly given or served when received if: (a) personally delivered; (b) deposited, charges prepaid, with a nationally recognized overnight courier (which shall include the United States Postal Service) for next business day delivery, properly addressed to the party for whom intended; (c) deposited postage prepaid, as certified or registered US mail, properly addressed to the party for whom intended; or (d) sent by Electronic Delivery (as defined herein):

If to the City, addressed to: Mayor, City of Avon
36080 Chester Road
Avon, Ohio 44011
bjensen@cityofavon.com

With a copy to: John A. Gasior, Esq.
Law Director, City of Avon
36815 Detroit Avenue
Avon, Ohio 44011
jgasior@ssgavonlaw.com

If to Ash, addressed to: Ash Innovations LLC
Attn: Pramod Abichandani
3082 Cross Creek Dr.
Avon, Ohio 44011
pramod@ashinnovations.co

With a copy to: Brian W. Bonham, Esq.
Wickens Herzer Panza
35765 Chester Road
Avon, Ohio 44011
bbonham@wickenslaw.com

Any Party may change the mailing or email address for notices to itself and/or its copy recipient by notice to all other Parties and their copy recipients.

12. Term of Agreement. This Agreement shall remain in full force and effect until performed by the Parties or terminated in accordance with its terms. Upon any expiration or termination of this Agreement, provisions hereof expressly specified to survive a termination or expiration of this Agreement shall continue until performed, satisfied or otherwise discharged in accordance with their terms.

13. Additional Obligations of the City. Notwithstanding Ash's right to independently investigate the condition of the Property in all respects and for all matters that may be of concern to Ash, within a reasonable amount of time after the Effective Date, as a courtesy only and not an inducement, and under disclaimer of all representations, warranties, covenants or guarantees relating to the content of such documents, including without limitation, veracity, accuracy or completeness, the City shall provide Ash with copies of any available documents that relate to the Property and that will assist Ash in evaluating the Property, including, but not limited to, all plans, drawings, plats, permits, licenses, notices, title policies, surveys, soil studies, environmental

assessments, contracts and all other inspection reports related to the Property (collectively, the "Diligence Materials") in the custody of the City or under the control of the City.

14. Miscellaneous.

(a) Force Majeure. Unless otherwise expressly provided, neither the City nor Ash will be considered in default of an obligation to be performed by the City or Ash as the case may be, if delayed in the performance thereof due to causes beyond its reasonable control and without its fault or negligence ("Force Majeure"). Such causes shall include, but are not limited to, acts of God or of an enemy of the United States, acts of terrorism, acts of the federal or state government, acts or delays of the other party, fires, floods or other casualty, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or the delays of contractors, subcontractors or materialmen due to any of the foregoing.

(b) Assignment of Agreement. Ash shall not assign this Agreement without the City's prior written consent. The City shall have thirty (30) days' notice to provide said written consent from the time it obtains proper notice as set forth herein. Ash may (i) assign this Agreement to an affiliate of Ash that is controlled by Ash or by the principals of Ash effective upon written assumption of this Agreement by the assignee and provision of a fully executed counterpart thereof to the City after obtaining the City's consent; (ii) without assigning this Agreement, designate one or more other persons or entities to receive title to the Property pursuant to the Closing Documents upon Closing (an "Ash Nominee"). Notwithstanding assignment of this Agreement or the designation of an Ash Nominee as provided above, Ash shall remain fully liable for the performance of each and every obligation to be performed by Ash pursuant to this Agreement unless expressly relieved of further liability hereunder in writing by the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

(c) Limitation on Sale of Property. Except as security for a mortgage loan in connection with the Project, Ash shall not convey the Property or improvements thereon, or any interest therein, to any person other than a permitted Assignee of this Agreement prior to the completion of construction of the Project. Thereafter, Ash may freely convey the Property, subject to the notice provisions of this paragraph No. 14 and subject to the restriction, easements and rights with respect thereto created and of record by virtue of the Deed.

(d) Counterpart Execution. This Agreement and any amendment or modification of this Agreement may be signed by the parties in multiple counterparts, in the presence of each other or at separate locations and times or by electronic signature, and each counterpart to which the signatures of all parties have been appended shall constitute an original hereof for all purposes. Delivery of this Agreement or such amendment or modification by either party may be effected by transmitting its executed counterpart by e-mail ("Electronic Delivery") in lieu of delivering a counterpart thereof with such party's original signature affixed thereto. Any party availing itself of Electronic Delivery intends to bind itself to the terms of the instrument so executed by its delivery in such manner, acknowledges that the other party will and is entitled to rely on such party's Electronic Delivery as delivery of such party's executed counterpart for all purposes, and hereby waives any defense to the enforcement thereof based upon the failure of such party to deliver an executed counterpart with an original signature affixed thereto to any other party.

(e) Good Faith and Fair Dealing. From and after the Effective Date, the Parties agree to cooperate with one another in good faith, and to deal fairly with one another, so as to

reasonably facilitate performance of each Party's obligations pursuant to this Agreement, effect consummation of the transactions contemplated hereby, and resolve unforeseen conditions that may arise subsequent to the execution hereof.

(f) No Merger. No provision of this Agreement shall be merged into the Deed, all provisions hereof to continue in full force and effect until the first to occur of their performance or termination of this Agreement in accordance with its terms.

(g) Approvals. Unless otherwise expressly provided in this Agreement, no approval or consent required of the City or Ash pursuant to the terms of this Agreement shall be unreasonably withheld, delayed or conditioned. Any such consent or approval in the case of the City, shall be deemed to require the consent or approval of the Mayor unless the Mayor designates another official of the City in writing.

(h) Limitation on Personal Liability. No elected official or employee of the City shall have any personal liability in the event of any default or breach of this Agreement by the City, or for any sum which may be payable to Ash pursuant to the terms of this Agreement or any obligation arising in connection with this Agreement.

(i) Further Assurances. Each Party agrees to execute such other and further documents as may be necessary or required to consummate or more fully confirm or effect the transactions contemplated in this Agreement, at the expense of the party requesting such documents.

(j) Entire Agreement. This Agreement represents the entire agreement of the Parties, all negotiations, consideration, representations, and understandings between them with respect to the Project being incorporated in this Agreement which and may be modified only by written agreement signed by both Parties.

(k) Captions and Titles. All captions and titles in this Agreement are for convenience of reference only and shall not be construed as part of this Agreement in any interpretation thereof.

(l) Severability. If any provision of this Agreement is for any reason held to be illegal or invalid, the remainder of this Agreement shall continue in full force and effect without the illegal or invalid provision unless it is expressly determined to be inequitable to the Parties for it to do so.

(m) Governing Law and Forums. This Agreement shall be governed by the laws of the State of Ohio. Unless otherwise agreed by the Parties, all disputes arising under this

(Continued on next page)

Agreement shall be litigated in the Lorain County Court of Common Pleas, and the parties consent and submit themselves to the jurisdiction and venue of that court.

(n) Avon Council Approval. This Agreement shall not be enforceable against the City unless and until it has been approved by Avon City Council by adoption of an appropriate ordinance.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the dates set forth below.

The City of Avon, Ohio

By: 
Bryan K. Jensen, Mayor

Date: 2-12-25

Ash Innovations LLC

By: 
Pramod Abichandani

Its: CEO and Co-FOUNDER

Date: Feb 11, 2025

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

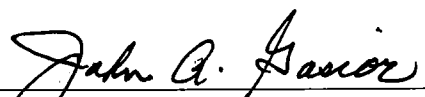

John Gasior, Director of Law
City of Avon

Exhibit A

Property Location and Configuration

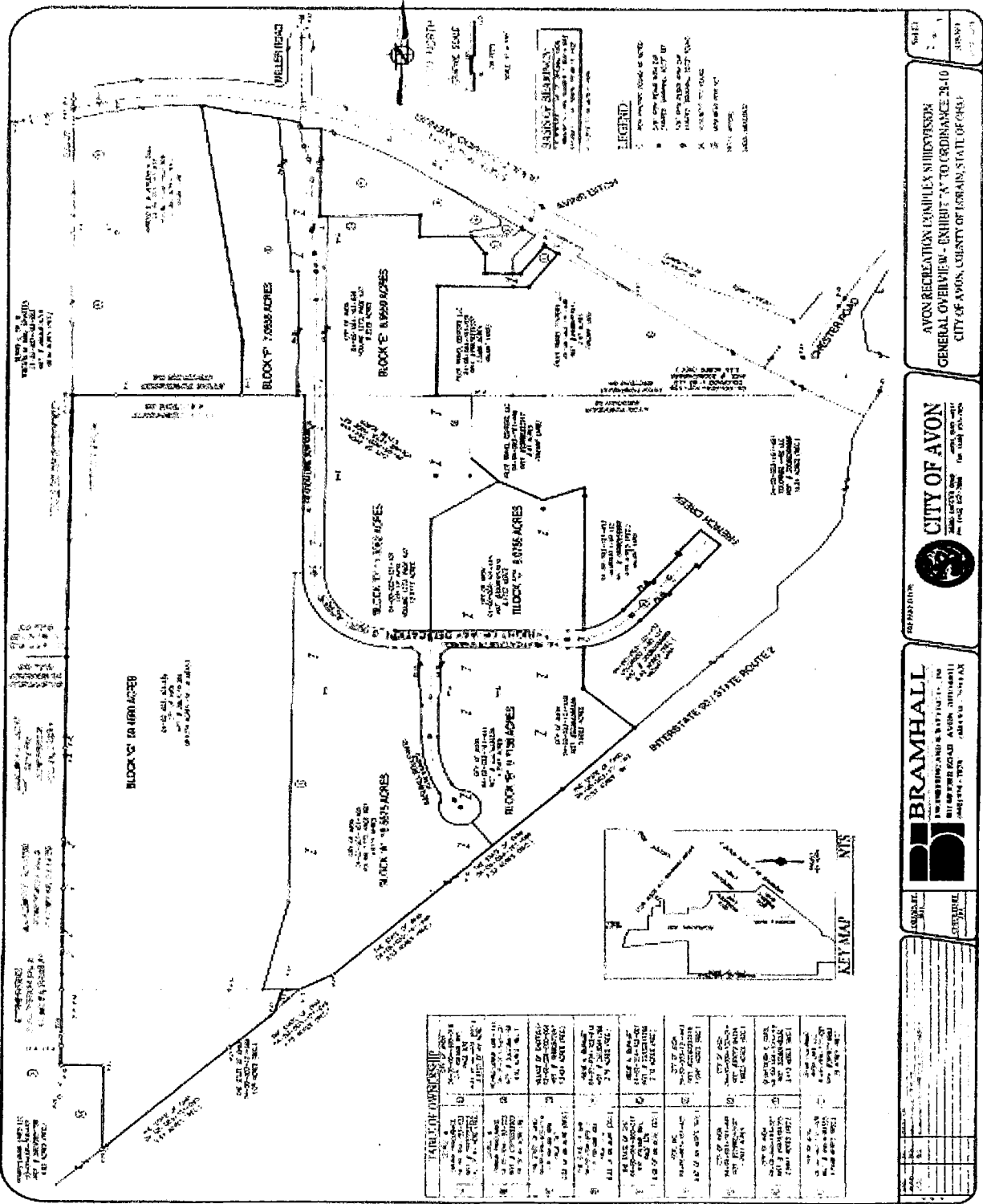


Exhibit B

Permitted Uses

ASH INNOVATIONS

City of Avon Resident Benefits at Bergamot Draft v.1

Avon Residents Discount (Follows T3 model)

- All Avon residents receive a 10% discount on Bergamot monthly/annual memberships. This discount is available year-round with proof of residence.
- **Estimated Value:** \$200 per resident annually

Dedicated Pickleball Access (Somewhat follows T3 model)

- Avon residents will be provided access to the 4 pickleball courts for 2 hours each weekday, from 11:00 am to 1:00 pm, during a six-month period (May 1 to October 31). This time slot is exclusive to residents and allows them to enjoy recreational play at no additional cost. Reservations must be made at least 48 hours in advance to secure availability.
- **Estimated Value:** \$1040 per resident annually. (\$10/hour * 2 hours/day * 2 days/week * 26 weeks)

Community Fitness Programs

- **Description:** Bergamot will work with the Avon Parks Department to develop 3 seasonal fitness programs tailored to the needs of specific community groups (seniors, working parents, stay-at-home parents, and youth). Each season (Fall, Winter, Spring) will offer a distinct program, including free access to fitness classes, wellness seminars, or group activities for up to three hours.
- **Estimated Value:** \$150 per participant per season, totaling \$450 annually.

K-12 Youth Programming

- **Description:** A 2-hour slot each week for Avon School District K-12 programming, which includes fitness activities, pickleball training, and nutritional education workshops. Programming is designed to promote physical fitness, wellness, and community engagement among Avon's youth.
- **Estimated Value:** \$400 per child annually.



ASH INNOVATIONS

Complimentary Non-Profit Partnership Hosting

- **Description:** Bergamot will dedicate up to 10 complimentary days per year for local non-profits to host events, fundraisers, or wellness programs at the facility. Non-profits must submit requests 60 days in advance. Events are available during non-peak hours to avoid impacting regular member access.
- **Estimated Value:** \$1000 per day, totaling \$10,000 annually in facility usage for local non-profits.

Complimentary Corporate Wellness Programs for Avon Businesses

- **Description:** As a community incentive, Bergamot will offer 2 complimentary wellness or team-building events per quarter for Avon businesses. Each event is designed as a 2-3 hour session, promoting employee wellness and engagement. Sessions may include guided fitness classes, team pickleball games, or wellness workshops. Businesses will need to submit a request at least 60 days prior to the date of the event.
- **Estimated Value:** \$1500 per event, totaling \$12,000 annually.

Two-day Pickleball Competition

- **Description:** As a community incentive, Bergamot will organize a pickleball competition (2-day) with free registration for Avon residents.
- **Estimated Value:** \$40/registration per event



ASH INNOVATIONS

Summary of Estimated Monetary Value for City of Avon Residents

Benefit	Estimated Value per Individual or Group	Total Annual Value
Avon Residents Discount	\$200 per resident	Varies by usage
Dedicated Pickleball Access	\$1040 per resident	Varies by usage
Community Fitness Programs	\$150 per participant per season	\$450 annually per participant
K-12 Youth Programming	\$400 per child	Varies by participation
Non-Profit Partnership Hosting	\$1,000 per event	\$10,000 total
Corporate Challenge for Avon Businesses	\$1500 per event	\$12,000 annually
Two-day Pickleball Competition	\$40/registration	Varies by usage



Exhibit C

Form of Deed

[NTD: City to provide form of Deed for review and inclusion prior to the Parties signing this Agreement.]