

**ORDINANCE NO. 2025-14**

Introduced by Matt Grieves

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A REAL ESTATE AND PURCHASE AGREEMENT TO PURCHASE APPROXIMATELY 2.6226 ACRES OF REAL PROPERTY LOCATED ADJACENT TO ROUTE 2, IN HURON, OHIO, IN THE AMOUNT OF TEN AND 00/100 DOLLARS (\$10.00), AND ACCEPT EASEMENTS ACROSS OTHER PORTIONS OF SAID PROPERTY LOCATED AT 1608 SAWMILL PARKWAY IN HURON, ERIE COUNTY, OHIO AND COMPRISED OF PORTIONS OF PERMANENT PARCEL NUMBERS 42-01021.002; 42-02021.000; and 42-02095.000; AND DECLARING AN EMERGENCY.**

**WHEREAS**, Ardagh Metal Packaging USA Corp. (f/k/a Ardagh Metal Beverage USA, Inc. ("Ardagh"), a Delaware corporation, is the owner of the property (consisting of approximately 69.4862 acres) located at 1608 Sawmill Parkway in Huron, Erie County, Ohio and being all of Erie County Permanent Parcel Numbers 42-01021.002; 42-02021.000; and 42-02095.000 ("Property"); and

**WHEREAS**, the City of Huron ("City") desires to purchase a portion of the Property for the erection of a water tower thereupon to serve the needs of the citizens of the City; and

**WHEREAS**, Ardagh is willing to split the Property to allow the City to purchase a portion of the Property consisting of 2.6226 acres upon which to build the water tower; and

**WHEREAS**, Ardagh is willing to grant the City a non-exclusive perpetual easement over a portion of the Property for the purpose of site stabilization, site preparation, and construction, maintenance, repair, and replacement of the Water Tower and related infrastructure and improvements and an exclusive perpetual easement across a portion of the Property for purposes of pedestrian and vehicular ingress to and egress from the Property for any and all purposes other than related to construction, maintenance, repair, and replacement of the water tower and related infrastructure and improvements; and

**WHEREAS**, the City desires to purchase the portion of the Property from Ardagh consisting of 2.6226 acres and accept the dedication of easements for the access to said portion of the Property purchased; and

**WHEREAS**, the Council has determined that the purchase of the portion of the Property and acceptance of easements to said portion of the Property is in the best interest of the City and its residents.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

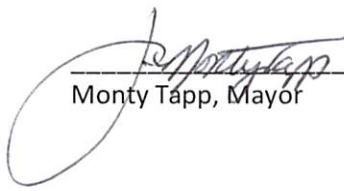
**SECTION 1.** That the City Manager is hereby authorized and directed to execute the Real Estate Purchase Agreement and Escrow Instructions ("Agreement") with Ardagh Metal Packaging USA Corp. (f/k/a Ardagh Metal Beverage USA, Inc. ("Ardagh"), a Delaware corporation, for the purchase of approximately 2.6226 acres of real property and accept the dedication of easements granted therein to said real property located adjacent to Route 2, Huron, Erie County, Ohio, and being a portion of 1608 Sawmill Parkway in Huron, Erie County, Ohio, known as Erie County, Ohio Permanent Parcel Numbers 42-01021.002; 42-02021.000; and 42-02095.000, in the form of the Agreement which is attached hereto as Exhibit "1" and made a part hereof by reference.

**SECTION 2.** That it is hereby 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 any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including O.R.C. §121.22.

**SECTION 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the residents and for the further reason that the orderly development of property within the City will be adversely affected in the event of delay in the effective date of this Ordinance; WHEREFORE this Ordinance shall take effect immediately upon its adoption.

ATTEST:

  
Clerk of Council

  
Monty Tapp, Mayor

ADOPTED: \_\_\_\_\_

27 MAY 2025

## **REAL ESTATE PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS**

This Real Estate Purchase Agreement and Escrow Instructions (herein called "Agreement") by and between **ARDAGH METAL PACKAGING USA CORP. (f/k/a ARDAGH METAL BEVERAGE USA, INC.,** a Delaware corporation, which with its successors and assigns is herein called "Seller") and **THE CITY OF HURON, OHIO** an Ohio chartered municipality (which with its successors and assigns is herein called "Buyer") (with Seller and Buyer being individually referred to herein as "Party" and collectively referred to herein as "Parties"), is to EVIDENCE THAT:

WHEREAS, Seller is the owner of the property (consisting of approximately 69.4862 acres) located at 1608 Sawmill Parkway in Huron, Erie County, Ohio and being all of Erie County Permanent Parcel Number 42-01021.002; 42-02021.000; and 42-02095.000 (as set forth on Exhibit A, which is attached hereto and incorporated herein by reference), which herein is called the "Property";

WHEREAS, Seller desires to split the Property and sell to Buyer a split portion of the Property (consisting of approximately 2.6226 acres and as set forth on Exhibit B, which is attached hereto and incorporated herein), including the part of the Property bounded by Route 2 to the east and the red line to the west, and all appurtenances, hereditaments, rights, privileges and easements of record appertaining thereto, and all structures and improvements and fixtures located thereon (if any), and all flora located thereon, all of which are herein collectively called the "Real Estate";

WHEREAS, Buyer desires to purchase the Real Estate from Seller for the purposes of erecting a water tower (herein called "Water Tower") on the Real Estate on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises made in this Agreement and other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

### **1. Closing Date, Escrow Agent, Deed Restriction and Easements.**

1.1 Subject to the provisions of Section 6 of this Agreement, all transactions contemplated by this Agreement shall be made after all escrow deposits have been timely made but no later than thirty (30) days after the Feasibility Date (as defined in Section 6 of this Agreement and as may be extended) (herein called the "Closing Date"). The Closing Date may be an earlier or later date only as mutually agreed upon in writing by the Parties to this Agreement.

1.2 Hartung Title Agency, Inc., 327 East Washington Street, Sandusky, Ohio 44870 (herein called "Escrow Agent" or "Title Company") shall be the Escrow Agent, subject to the Escrow Agent's standard conditions for the acceptance of escrow, except as otherwise expressly provided herein.

1.3 Notwithstanding any contrary provision of this Agreement, and to provide for the protection of ongoing business operations of Seller on the adjacent and contiguous remaining portion of the Property ("Remaining Portion") as requested by Seller, the Parties acknowledge and agree that Seller shall add a deed restriction to the deed of conveyance from Seller to Buyer whereby Buyer and any and all future owners of the Real Estate, for so long as Seller owns the Remaining Portion, shall be expressly prohibited from illuminating the Water Tower unless otherwise required by Federal or State rules, statutes, regulations or other Federal or State pronouncement, which deed restriction shall "run with the land" and remain binding any and all future heirs, legal, and estate representatives, successors and assigns of Buyer and any and all future owners of the Real Estate without qualification.

1.4 Notwithstanding any contrary provision of this Agreement, and to provide the Buyer with pedestrian and vehicular access to the Real Estate through the Remaining Portion for the purpose of site stabilization, site preparation, and construction, maintenance, repair, and replacement of the Water Tower and related infrastructure and improvements, the Parties acknowledge and agree that Seller shall grant to the Buyer a non-exclusive perpetual access easement through the Remaining Portion (herein called "Access Easement"), which Access Easement shall "run with the land" and remain binding any and all future heirs, legal, and estate representatives, successors and assigns of Seller and any and all future owners of the Remaining Portion without qualification.

1.5 Notwithstanding any contrary provision of this Agreement, and to provide the Buyer with pedestrian and vehicular ingress to and egress from the Real Estate for any and all purposes other than related to construction, maintenance, repair, and replacement of the Water Tower and related infrastructure and improvements as set forth in Section 1.4, above, the Parties acknowledge and agree that Seller shall grant to the Buyer an exclusive perpetual easement between from Access Easement to the Real Estate (herein called "Perpetual Easement"), which "Perpetual Easement" shall "run with the land" and remain binding any and all future heirs, legal, and estate representatives, successors and assigns of Seller and any and all future owners of the Remaining Portion without qualification.

1.6 Buyer and Seller acknowledge that Seller desires to place Seller's logo on the Water Tower and Buyer agrees to such installation. Buyer and Seller will work together to agree upon the size and location of such logo and who shall be responsible for the actual installation of Seller's logo.

1.7 Notwithstanding any contrary provision of this Agreement, it shall be Buyer's obligation, at Buyer's sole cost and expense, to have an ALTA survey and lot split and consolidation survey and related lot split and consolidation Plat prepared to create the parcel containing the Real Estate, and Seller shall cooperate with Buyer in its lot split efforts.

## **2. Sale of Real Estate in Escrow.**

2.1 Seller shall sell and convey the Real Estate to Buyer, and Buyer shall purchase the Real Estate from Seller, in accordance with the terms and conditions hereof. The purchase price for the Real Estate (herein called the "Purchase Price") shall be Ten and 00/100 Dollars (\$10.00), paid in readily available United States funds, via escrow, at Closing.

## **3. Seller's Deposits in Escrow.**

3.1 Subject to the provisions of Section 6 of this Agreement, and provided the conditions precedent referenced in Section 6 are satisfied or are waived by Buyer, Seller shall deposit in escrow with the Escrow Agent prior to Closing:

(a) Seller's good and sufficient general warranty deed (herein called the "Deed") conveying, with general warranty covenants (as defined in Ohio Revised Code Section 5302.06), the Real Estate to Buyer, free and clear of all liens, defects, clouds on the title, leases, possessory rights of third parties, and free of all other encumbrances (except zoning restrictions, taxes and assessments which are a lien, but not yet due and payable, and easements and restrictions existing of record that are acceptable to Buyer as referenced in Section 7 hereof), and except for a deed restriction that shall state "Buyer and any and all future owners of the Real Estate, for so long as Seller owns the Remaining Portion, shall be expressly prohibited from illuminating the Water Tower each year from May 1 to October 31 unless otherwise required by Federal or State rules, statues, regulations or other Federal or State pronouncements";

(b) A Resolution executed by the Board of Directors of Seller memorializing that the Seller is authorized to enter into this Agreement, to terminate any leasehold interests and terminate any and all agreements of third parties that permit possessory rights of third parties in and to the Real Estate (if any) contemporaneous with Closing, that the Resolution is in accordance with the Seller's entity governance documents, and identifying a representative of Seller to execute any and all documents to consummate the transaction(s) contemplated hereunder;

**4. Buyer's Deposits in Escrow.**

4.1 On or before the Closing Date, Buyer shall deposit in escrow the Purchase Price ("Deposit").

**5. Escrow Instructions.**

5.1 The Escrow Agent may proceed to closing if and when:

(a) all conditions precedent (described in Section 6 hereof) are satisfied or waived by Buyer; and

(b) The Title Company is prepared to issue a Title Policy and Loan Policy (as such terms are defined in Section 7) in an amount as Buyer may determine, to Buyer and to Buyer's lender (if any) insuring marketable title to the Real Estate to be in Buyer free and clear of all liens, leases, possessory rights of third parties, and encumbrances, except easements, conditions, and restrictions of record, zoning ordinances and other conditions of record and other matters that may be disclosed by an actual survey of the Real Estate that is accepted by Buyer, in its reasonable discretion, in accordance with Section 6 of this Agreement, excluding the exceptions to the Deed warranty covenants, and the mechanic's lien and survey (to the extent a survey is performed by Buyer). Buyer may further request, at its expense, all other standard Schedule B exceptions deleted and the Title Policy shall include all endorsements requested by Buyer, including, but not limited to, a contiguity endorsement (insuring the contiguity of adjoining real estate being purchased by Buyer with the Real Estate) and a Form 3.0 zoning endorsement; and

(c) Seller and Buyer have made all escrow deposits required; and

(d) Escrow Agent has:

(i) performed a special tax search to determine the existence of any uncertified special assessments;

(ii) examined the Financing Statement records of the Erie County Recorder and the Ohio Secretary of State to determine the existence of any security interests in any fixtures comprising the Real Estate that name Seller as debtor or obligor and verifying the removal of same on or before the Closing Date; and

(iii) verified the amount of unpaid water and sewer charges with respect to the Real Estate.

5.2 Upon the Escrow Agent's completion of the items referenced in Section 5.1(a) through (d), above, the Escrow Agent shall confirm there are sufficient funds to eliminate all existing

security interests in the Real Estate or fixtures attached thereto and to satisfy any unpaid water and sewer charges (if any). In the event there are insufficient funds to pay the amounts referenced in the immediately preceding sentence, Seller shall have forty-eight (48) hours upon receipt of notice from the Escrow Agent to provide additional funds to permit this transaction to proceed to Closing. This Agreement shall automatically terminate and be null, void and without effect in the event Seller does not make additional deposits, security interests and any unpaid water and sewer charges, and the Deposit shall be promptly returned and all Parties shall be released from liability to the other.

5.3 If the Real Estate is subject to the current agricultural use value (herein called "CAUV") program, or if the Real Estate is in an agricultural district in accordance with O.R.C. §929.01 et. seq., the Escrow Agent shall withhold in escrow from the proceeds otherwise due Seller an amount equal to one hundred twenty-five percent (125%) of the estimated CAUV recoupment for a period of three (3) calendar years based on Erie County Auditor's records and, if greater, an amount equal to one hundred twenty-five percent (125%) of the agricultural district recoupment based on applicable City of Huron and/or Erie County Records. The Escrow Agent is authorized to invest the amount of funds withheld in an interest bearing account, the interest to accrue to the benefit of Seller, and shall accumulate in the account until the CAUV recoupment and agricultural district recoupment has been established. Once the amount of all recoupments have been finally determined, the Escrow Agent shall remit such amount to the Erie County Auditor (for CAUV recoupment purposes) and the local and/or state authorities (for agricultural district purposes), and shall remit any balance to Seller. If the amount held in escrow (including interest earned thereon) is not sufficient to pay the recoupments outlined in this Section 5.3, Seller shall deposit the "short-fall" into escrow with the Escrow Agent within ten (10) days after notice from Buyer or the Escrow Agent, that the amount of the recoupments outlined in this Section 5.3 have been ascertained and that there is a "short-fall".

5.4 Provided the requirements of Section 5.1(a) through (d) are fully satisfied, the Escrow Agent shall file the deed for record and shall, after deposit with the Escrow Agent of sufficient amounts by Seller:

(a) Pay the full cost of the title search and one-half (1/2) the cost of the Title Policy premium, and charge cost of same to Seller; and Buyer shall pay the cost of the special tax search, ALTA loan policy premium (if any), and one-half (1/2) the cost of the Title Policy premiums;

(b) Intentionally omitted;

(c) Pay taxes, prorated assessments, and penalties and interest due and payable on the date of transfer, based upon the last available tax duplicate, and charge the cost of the same to Seller;

(d) After prorating real estate taxes and assessments to the date of transfer (taxes not yet due and payable shall be computed on the basis of the last available tax rate) and pay to Buyer the amount of such prorated taxes which are a lien, but not yet due and payable, and charge the cost of the same to Seller;

(e) Pay the Deed preparation fee and auditor's transfer tax and conveyance fee with respect to the transfer of the Real Estate and charge the cost of the same to Seller;

(f) Pay the cost of recording the Deed and charge the cost of the same to Buyer;

(g) Pay escrow fees and charge the cost of the same to Buyer and Seller, equally;

(h) Satisfy and discharge any existing mortgages and liens and security interests of record and pay all commissions (with respect to this transaction), if any, to real estate agents and/or brokers with contracts with Seller, and charge the cost of the same to Seller;

(i) Pay balance, if any, due Buyer by check mailed to Buyer at Buyer's address described below and pay balance to Seller by check payable to Seller mailed to Seller's address described below; and

(j) Deliver to Buyer the Deed, any affidavits executed by Seller, and other documents deposited by Seller.

**6. Due Diligence, Conditions Precedent and Inspections.**

6.1 All of the following shall be conditions precedent to Buyer's obligations hereunder:

(a) Buyer's obligations hereunder are expressly subject to Buyer's financial and physical due diligence review and approval at Buyer's expense of the Real Estate in all respects, and in Buyer's sole discretion, for all things that may be of concern to Buyer, including, but not limited to, zoning approval for Buyer's intended use of the Real Estate, financing for the acquisition and/or development of the Real Estate, all lot split and consolidation matters, the local government comprehensive plan, governmental restrictions and requirements, availability of utilities, subsoil conditions, environmental and wetlands matters, building, zoning and other regulatory laws and ordinances, use restrictions, signage restrictions, any existing or proposed easements affecting the Real Estate, Buyer receiving written confirmation that any and all leasehold interests and/or possessory rights of third parties, and UCC-1 Financing Statements and leasehold interests affecting the Real Estate, shall be fully and forever extinguished on or before the Closing Date at Seller's sole cost and expense, the Parties agreeing to the terms of all easements necessary or required as referenced herein, and all other such matters as may be of concern to Buyer.

(b) Buyer shall have until 4:00p.m. Eastern Standard Time on the date that is one hundred twenty (120) days after the date the last of the Parties executes this Agreement (herein called "Feasibility Date") in which to conduct financial and physical due diligence review and determine whether the Real Estate is acceptable to Buyer in all respects, including, but not limited to, Buyer reasonably determining whether there are any one or more adverse factors that materially affect Buyer's ability to utilize the Real Estate. If, on or before the Feasibility Date, Buyer, in its sole discretion, determines that the Real Estate is acceptable and elects to proceed with this transaction, Buyer shall give written notice of acceptance to Seller on or before the Feasibility Date. In the event Buyer has not provided written notice of acceptance to Seller on or before the Feasibility Date, and unless the Parties have mutually agreed to extend the Feasibility Date and/or extend the Closing Date, this Agreement shall be null, void and of no effect and Escrow Agent shall return to each Party all items which have been placed in escrow, including the Deposit. All approvals and decisions concerning acceptability of the Real Estate and related decisions of Buyer shall be made in Buyer's sole and absolute discretion. The foregoing are conditions, not covenants. Buyer shall not be obligated to take any action or make any effort to cause the same to be satisfied and shall use commercially reasonable means in evaluating whether any conditions exist that materially affect Buyer's intended use of the Real Estate. If the dates for satisfaction of the conditions are extended, the date for escrow deposits by Seller and Buyer shall be likewise extended an equivalent period of time. Buyer shall be responsible for all costs incurred to

investigate the Real Estate or to satisfy the foregoing conditions, including, but not limited to, Phase I and/or Phase II environmental assessments, specifically excepting Seller's obligations related to the elimination of any leasehold interests and UCC-1 Financing Statements as referenced in Section 6(a) of this Agreement.

(i) In the event that, based upon the timely and diligent review of the property, Buyer and/or appropriately qualified environmental consultants determine the need for additional environmental study, Buyer shall be permitted to perform additional sub-service investigation(s) without the prior consent of Seller.

(ii) Any inspections, investigation, disturbance or restoration resulting or required will be conducted by Buyer in a manner consistent with the level, care and skill ordinarily exercised by members of the applicable profession currently practicing under similar conditions, and Buyer shall hold harmless and indemnify Seller against any and all costs, demands, claims or causes of action arising out of or related to Buyer's evaluation and inspection of the Real Estate in accordance with this Section 6 of this Agreement.

(iii) Buyer shall be responsible for repairing, at Buyer's expense, any damage that may be visited upon the Real Estate as a result of Buyer's inspection(s), and Buyer shall ensure that any portion of the Real Estate that is disturbed by Buyer's evaluation of the Real Estate is returned to its pre-inspection condition.

(c) Buyer and Buyer's agents and contractors and others authorized by Buyer may enter the Real Estate, at any time and from time to time, to survey, inspect and test (including, but not limited to, the removal of soil samples) all or any portion of the Real Estate, all at Buyer's sole cost and expense. Seller will reasonably cooperate with Buyer and Buyer's agents to obtain at Buyer's sole expense information and satisfaction of the foregoing conditions, including, but not limited to, execution of government applications and forms and attendance at private and public meetings.

(d) Seller grants the Access Easement and Perpetual Easement to Buyer.

## **7. Title Commitment.**

7.1 Buyer shall cause Title Company to issue, within ten (10) days after the last of the Parties have executed this Agreement, a commitment for an ALTA Owner's Policy of Title Insurance (with said title policy of insurance being referred to herein as "Title Policy") in an amount to be determined by Buyer, and, if requested by Buyer, a commitment for an ALTA Mortgagee's Policy of Title Insurance (with said policy of insurance being referred to herein as "Loan Policy") in an amount to be determined by Buyer (collectively, the "Commitment"), together with legible copies of all instruments evidencing those matters listed as exceptions in the Commitment, setting forth the state of title to the Real Estate as of the effective date of the Commitment, the Title Company's requirements to delete the standard printed exceptions in the title policy(ies), the results of a special tax search and committing to issue those endorsements reasonably required by Buyer. The Title Company shall deliver a copy of the Commitment to Seller and Buyer. Buyer is not required to object to any tax, judgment, mortgage or mechanics liens which may be shown on the Commitment (collectively "Monetary Liens"), all of which will be discharged at Closing at Seller's sole cost and expense.



7.2 Buyer may file written objections to exceptions contained in the Commitment on or before the Feasibility Date, and no later than fifteen (15) days of Buyer's receipt of Buyer's ALTA Survey of the Real Estate. Upon receipt of such written objections, Seller shall have the right but not the obligation to use reasonable diligence to remove, discharge or correct such liens, encumbrances or objections and shall have a period of thirty (30) days after receipt of notice thereof in which to do so (and, if necessary, the Closing Date shall be extended). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or objection. If Seller shall be unwilling or unable to remove or discharge such other liens, encumbrances or objections within such period, then Buyer may, at its option, no later than five (5) days after Seller notifies Buyer in writing of Seller's unwillingness or inability, either terminate this Agreement or accept title in its then-existing condition. If Buyer shall elect to terminate this Agreement, all deposit sums shall be returned to Buyer (including the Deposit), and this Agreement shall promptly terminate, with Seller and Buyer having no further right or obligation hereunder to the other. If Buyer fails to give written notice of objection to Seller on or before said fifteen (15) days, all matters reflected on the Commitment shall be deemed to be accepted by Buyer.

7.3 On or before the Closing Date, Buyer and/or Seller may cause the Title Company to update the Commitment. If the updated Commitment contains exceptions which are not acceptable to Buyer, Buyer in its reasonable discretion, may file written objections thereto prior to the completion of Closing. If Buyer timely and properly files written objection to any such item, the same shall be treated in the same manner as a title defect pursuant to Section 7(a), above. If the updated Commitment contains no exceptions other than those reflected on the Commitment, or if Buyer fails to give written notice of new objections to Seller prior to completion of Closing, all matters reflected on the updated Commitment shall be deemed accepted by Buyer, and this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

## **8. Survey.**

8.1 Buyer, at Buyer's sole cost and expense, shall be responsible for all survey costs for one or more surveys obtained by Buyer. All surveys and legal descriptions shall be approved by Buyer.

## **9. Additional Obligations of Seller.**

9.1 Seller shall provide, if available, copies of the following documents to Buyer within five (5) days after Seller executes this Agreement:

(a) all plans, specifications, drawings, plats, permits, licenses, leases, subleases, notices, title policies, surveys, soil studies, EPA assessments, contracts, agreements, guarantees and warranties and all other due diligence, inspection reports and agreements with third parties for any and all matters pertaining to the Real Estate; and

(b) all plans, specifications, drawings, plats, permits, licenses, leases, subleases, notices, title policies, surveys, soil studies, EPA assessments, contracts, agreements, guarantees and warranties and all other due diligence and inspection reports pertaining to the development of the land surrounding the Real Estate, which shall include all writings detailing the obligations of the developer(s) of the Real Estate and land surrounding the Real Estate, and all proposed or finalized covenants, restrictions, easements and obligations intended to be imposed on the Real Estate or the land surrounding same (if any).

**10. Real Estate Broker and Real Estate Agent Fees.**

10.1 The Parties specifically represent to each other that no real estate agent or real estate broker has been utilized by either Party.

**11. Risk of Loss.**

11.1 Seller shall bear the risk of loss for the Real Estate up to and including the Closing Date. In the event the Real Estate is damaged or suffers casualty or diminution of value that, in the sole discretion of Buyer, materially alters the condition and value of the Real Estate, Buyer may voluntarily and unilaterally terminate this Agreement upon written notice to Seller, and all documents and the Deposit held by the Escrow Agent shall be returned to the Party depositing same, and each Party shall be relieved of all liabilities and obligations to the other, except for Buyer's obligations to Seller as outlined in Section 6(b)(iii) of this Agreement.

**12. Notice.**

12.1 Any and all communications and correspondence shall be directed as referenced below:

If to Seller:                   ARDAGH METAL PACKAGING USA CORP.  
Attn: Ty Sibbitt, Esq.  
Associate General Counsel North America  
1608 Sawmill Parkway  
Huron, Ohio 44839

If to Buyer:                   Stu Hamilton  
Interim City Manager, City of Huron  
417 Main Street  
Huron, Ohio 44839

with a mandatory  
copy to:                   Todd A. Schrader, Esq.  
Law Director, City of Huron  
c/o Seeley, Savidge, Ebert & Gourash  
26600 Detroit Road – Third Floor  
Westlake, Ohio 44145

**13. Miscellaneous.**

13.1 Buyer shall have possession of the Real Estate on the date title transfers to Buyer.

13.2 This Agreement constitutes the entire agreement between the Parties hereto with respect to the Real Estate and supersedes all prior and contemporaneous agreements, representations, warranties, promises and understandings.

13.3 Seller shall promptly notify Buyer in the event of any changes, modifications, damage or other materially adverse events that deserve to diminish the value of the Real Estate before the Closing Date. Seller shall maintain the current public liability and fire and extended coverage insurance with respect to the Real Estate up to and including the Closing Date.

13.4 No waiver by Seller or Buyer and no refusal or neglect of Seller or Buyer to exercise any right hereunder or to insist upon strict compliance with the terms of this Agreement shall constitute a waiver of any provision of this Agreement with respect to any subsequent breach thereof.

13.5 Seller's indemnities, representations, warranties and other obligations shall survive the closing and consummation of all transactions contemplated by this Agreement for one year and shall not be merged in the Deed.

13.6 The date of this Agreement shall be the last on which it is executed by a Party hereto.

13.7 Any and all claims, demands, causes of action, controversies, and disputes arising as a result of this Agreement shall be venued exclusively in the State Courts of Erie County, Ohio, and the Parties hereto hereby consent to the venue for any such case or controversy in the State Courts of Erie County, Ohio.

13.8 Notwithstanding any contrary provision of this Agreement, the Parties acknowledge and agree that each Party's obligations hereunder are expressly conditioned on the Huron City Council approving this Agreement by formal councilmatic action.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date(s) set forth below.

CITY OF HURON

ARDAGH METAL PACKAGING USA CORP

By:   
Stuart Hamilton, Interim City Manager

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

Address: 417 Main Street  
Huron, Ohio 44839

Address: 1608 Sawmill Parkway  
Huron, Ohio

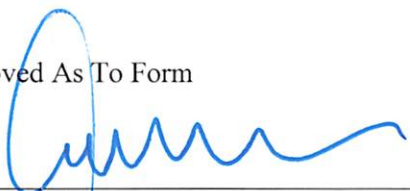
"Buyer"

"Seller"

Date: 05/28/2025

Date: \_\_\_\_\_

Approved As To Form

By:   
Todd A. Schrader, Esq.  
Law Director, City of Huron

**EXHIBIT A**  
Legal Description of Property

Erie County Permanent Parcel Numbers:

42-01021.002;  
42-02021.000; and  
42-02095.000

**EXHIBIT B.**