

ORDINANCE NO. 56-24

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT TO PURCHASE REAL ESTATE LOCATED ON
DETROIT ROAD (REAR LAND OFF CHURCH STREET) IN THE CITY OF AVON,
PERMANENT PARCEL NO. 04-00-010-115-013, FROM TRAVIS LEOPOLD
AND DECLARING AN EMERGENCY**

WHEREAS, because the City continues to grow so does its need to acquire additional lands for public use; and

WHEREAS, the Mayor seeks authorization from Council to enter into a Purchase Agreement with Travis Leopold for the purchase of a parcel of land consisting of approximately 0.22 acres located off of Detroit Road (rear land – Church Street) in the City of Avon; and

WHEREAS, Council has had an opportunity to meet with the Mayor and discuss the purchase of the subject property, including the terms of the transaction as set forth in the proposed Purchase Agreement; and

WHEREAS, Council deems it to be in the best interests of the health, safety, and welfare of the community that the City acquire the land being offered for sale on Detroit Road (rear land) for use as public property and authorizes the Mayor to execute a purchase agreement to further said acquisition without delay.

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

Section 1 - That the Mayor is hereby authorized to enter into a Purchase Agreement with Travis Leopold to acquire a parcel of land located on Detroit Road (rear land) in the City of Avon, Permanent Parcel No. 04-00-010-115-013 (0.22 acres). Said Agreement, in substantially the form as presented, is attached hereto as Exhibit A and incorporated herein by reference.

Section 2 - Council hereby authorizes the payment of funds from General Fund No. 101 in an amount equal to that set forth in the Purchase Agreement, together with any costs of closing. Payment is to be made pursuant to the directives of the Finance Director who is authorized to increase the appropriation by a reasonable amount to cover any engineering, legal and closing fees associated with this purchase.

Section 3 - That it is found and determined that all formal actions of the Council of the City of Avon concerning and relating to the adoption of this Ordinance were taken in an open meeting of the Council of the City of Avon and that all deliberations of this City's Council and any of its committees that resulted in those formal actions were in meetings open to the public, or otherwise in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4 - That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare of the citizens

of the City of Avon, the immediate emergency being the necessity for the City to acquire additional land for public use whenever the opportunity presents itself and without delay; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: May 13, 2024 DATE SIGNED: May 13, 2024

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: May 14, 2024

[Signature]
Bryan K. Jensen, Mayor

APPROVED AS TO FORM:

John A. Gasior
John A. Gasior, Law Director

ATTEST:

Barbara Brooks
Barbara Brooks, Clerk of Council

Posted: May 16, 2024
Electronically and at City Hall as
Provided by Council

Prepared By:

John A. Gasior, Esq.
Law Director, City of Avon

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. 56-24, passed by the Council of said City on May 13, 2024.

IN WITNESS WHEREOF, I have on this 14th day of May 2024, affixed my signature and official seal.

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

**PURCHASE AGREEMENT
(Real Estate)**

THIS PURCHASE AGREEMENT (the 'Agreement') is made at Avon, Ohio, by and between, **TRAVIS LEOPOLD**, 33541 Tullis Drive, Avon, Ohio, hereafter the "Seller" and **THE CITY OF AVON, OHIO**, an Ohio municipal corporation, herein referred to as the "Buyer" (both of whom are being collectively herein referred to as the "Parties"), upon the following terms, provisions, and conditions:

1. DESCRIPTION OF PROPERTY

Seller agrees to sell and convey to the Buyer and the Buyer agrees to purchase from Seller at the price and upon all the terms, provisions and conditions herein contained, real property located on Detroit Road (rear land) consisting of approximately 0.22 acres of land, situated in the City of Avon, and identified by the legal description attached hereto and incorporated herein as "Exhibit A", PPN: 04-00-010-115-013. The sale and purchase shall include all rights, privileges and easements, if any, pertaining to said property.

2. PRICE and TERMS OF PAYMENT

The total purchase is a cash price to be paid by the Buyer to the Seller for the property described in the above Paragraph 1 shall be the sum of **THIRTY-TWO THOUSAND DOLLARS (\$32,000.00)**, payable to Network Land Title Agency located at 105 Cleveland St, Suite 200, Elyria, OH 44035, as escrow agent for the Parties, prior to or upon the date designated herein for closing.

3. CONDITIONS PRECEDENT

This Agreement and the obligation of the Buyer to complete and close this Agreement is subject to the satisfaction of the following conditions precedent prior to the closing date:

- a) passage of an ordinance by Avon City Council authorizing the purchase of the property described in Paragraph 1 above at the price and upon all of the terms, provisions and conditions set forth in this Agreement.
- b) receipt by the Buyer of a Phase 1 Environmental Study if the Buyer decides to commission such study, and
- c) receipt of a title commitment for the property acceptable to the Buyer. It shall be the Buyer's obligation to order a title commitment.

In the event any of the conditions precedent set forth in (a) through (c) above are not satisfied prior to the closing date, the Buyer may, upon written notice to the Seller, terminate this Agreement and upon such termination the Parties shall be mutually released from any further obligations of performance under the terms of this Agreement and the escrow agent shall return any earnest money deposited to the Buyer.

4. DEPOSIT OF FUNDS AND DOCUMENTS/APPOINTMENT OF ESCROW AGENT

All funds and documents necessary to complete this transaction shall be deposited into escrow within three (3) days prior to closing with Network Land Title Agency, hereafter referred to as "Network Land Title", who shall serve as escrow agent for this transaction. The escrow agent shall serve subject to its standard conditions of acceptance of escrow.

5. TITLE EXAMINATION

The Buyer shall order a title examination of the real property described in paragraph 1 of this Agreement through Network Land Title. Network Land Title shall, within 10 days of receipt of the order, prepare and furnish to the Buyer and the Seller its written Title Commitment showing the results of its title examination of the property.

In the event the Buyer objects to any defects appearing in the title commitment as a result of the title examination, the Buyer shall notify the Seller and Network Land Title of any such objections and the Seller shall have 60 days to cure any defects in title to the satisfaction of the Buyer. In the event the Seller fails or refuses to cure any defects in title objected to by the

Buyer, the Buyer may, at its option, either: (a) accept title to the property subject to the defects which will be deemed as a waiver of the objections to title made by the Buyer, or (b) terminate this Agreement upon written notice to the Seller, and, upon such termination, the Parties shall be mutually released from any further obligations of performance under this Agreement and the escrow agent shall return any earnest money deposited to the Buyer.

6. EVIDENCE OF TITLE

At closing, Seller shall deposit a General Warranty deed with release of dower into escrow conveying to the Buyer a good and marketable title with general warranty covenants and subject to zoning ordinances, easements, if any, restrictions and conditions of record and taxes and assessments for the current half of the taxable year and thereafter.

7. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to the Buyer as follows:

- a) that he is the fee simple owner of the property described in Exhibits A & B and that there are no leases affecting the property or tenants in possession of the property,
- b) that he has not received notice of any pending or threatened condemnation proceedings or proposed taking of part of all of the property by any governmental authority,
- c) that, to the best of his knowledge, he has not received notice from any governmental authority that he is in violation of any laws, ordinances, statutes, rules, or regulations pertaining to the property or any part thereof,
- d) that he has not been notified of and, to the best of his knowledge, the property does not contain any underground storage tanks, asbestos, environmental contamination, or other environmentally hazardous waste which would require remediation under Federal and/or State laws, and
- e) that, to the best of his knowledge, there are no legal actions or proceedings which would inhibit the delay or closing of this transaction in accordance with the terms and provisions of this Agreement.

8. TITLE INSURANCE

At closing, Network Land Title shall issue to the Buyer an Owner's Fee policy of title insurance in the full amount of the purchase price as evidence that the Buyer has received good and marketable title to the property free and clear of all liens and encumbrances whatsoever except zoning ordinances, easements, if any, restrictions and conditions of record and taxes and assessments, both general and special, for the current half of the taxable year and thereafter.

9. CLOSING COSTS

At closing, the escrow agent shall prorate all real estate taxes and assessments between the Parties as of the date of closing based on the figures appearing on the latest available tax duplicate which shall be reflected on the HUD-1 Settlement Statement to be prepared by the escrow agent. The HUD-1 Settlement Statement shall also reflect a summary of the costs to the Parties for closing this transaction.

10. CLOSING DATE

The closing date shall occur within 72 hours of the time the Buyer notifies the escrow agent that all of the conditions precedent stated above have been satisfied and provided that the escrow agent is in receipt of all funds and documents required to close this transaction. In no event shall the closing take place on or before June 21st, 2024, unless the Closing Date is extended by mutual agreement of the parties. If closing does not occur on or before that date, either party may terminate this agreement. At closing, the escrow agent shall record the warranty deed transferring title to the property to the Buyer with the Lorain County Recorder.

11. DEFAULT

In the event either party defaults in the performance of its obligations under this Agreement and this transaction fails to close, the non-defaulting party shall have all rights and

remedies at law or in equity to proceed against the defaulting party for specific performance of this Agreement and damages resulting from the breach of this Agreement by the defaulting party.

12. GOVERNING LAW

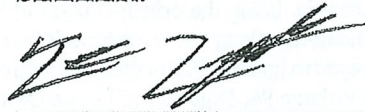
This Agreement and all of its terms and provision shall be construed in accordance with and governed by the applicable laws of the State of Ohio.

13. BINDING EFFECT

This Agreement and all of its terms and provisions shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Seller and Buyer have signed this Agreement on the dates set forth below.

SELLER:



TRAVIS LEOPOLD

5/3/24

DATE

BUYER: THE CITY OF AVON



BRYAN K. JENSEN, MAYOR

5-14-24

DATE

Instrument Prepared by:
John A. Gasior
36815 Detroit Road
Avon, Ohio 44011
(440) 934-7676
jgasior@ssgavonlaw.com

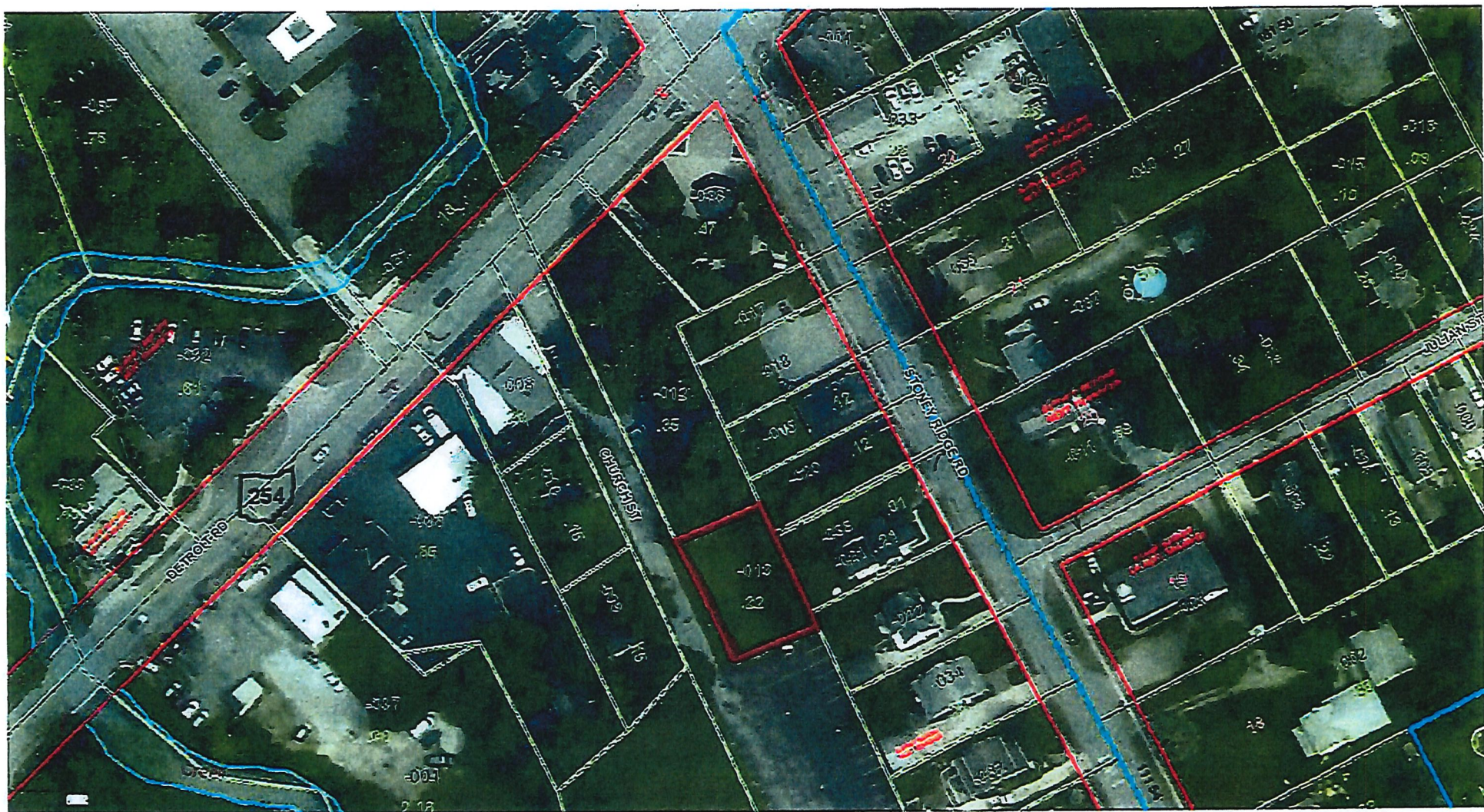
EXHIBIT A

Parcel No. 1

Known as a vacant lot on Detroit Road in Avon, Ohio and more fully described as follows: Situated in the City of Avon, County of Lorain and State of Ohio and known as being a part of Original Avon Township Section No. 10, and bounded and described as follows: Beginning in the centerline of North Ridge Road at the Northeasterly corner of a 33 foot lane or alley reserved in the deed from Benjamin Frisbee to Joseph Blaser by deed dated April 26, 1842, and recorded in Volume 0, Page 520 of Lorain County Deed Records; thence Southeasterly along the Northeasterly line of said alley about 260.40 feet to the Southwesterly corner of land conveyed to Louis J. Weber and Carrie V. Weber by deed dated October 7, 1946, and recorded in Volume 398, Page 151 of Lorain County Deed Records, being the principal place of beginning of lands herein described; thence continuing Southeasterly along the Northeasterly line of said alley about 100 feet to the Northerly line of land conveyed to Ignatius F. Horstman, Bishop of Cleveland, by deed dated October 31, 1904, and recorded in Volume 94, Page 521 of Lorain County Deed Records; thence Easterly along the Northerly line of land so conveyed to Ignatius F. Horstman, as aforesaid, about 66 feet to the Southwesterly line of land conveyed to Hiram A. Langdon by deed dated December 26, 1853, and recorded in Volume 5, Page 402 of Lorain County Deed Records; thence Northwesterly along the Southwesterly line of land so conveyed to Hiram A. Langdon and along the Southwesterly line of land so conveyed to Henry VanNeal by a deed dated April 8, 1865, and recorded in Volume 22, Page 450 of Lorain County Deed Records to the Southeasterly corner of land conveyed to Louis J. Weber and Carrie V. Weber as aforesaid; thence Southwesterly along the Southeasterly line of land so conveyed to Louis J. Weber and Carrie V. Weber to the principal place of beginning, containing about 0.22 of an acre of land, be the same more or less, but subject to all legal highways.

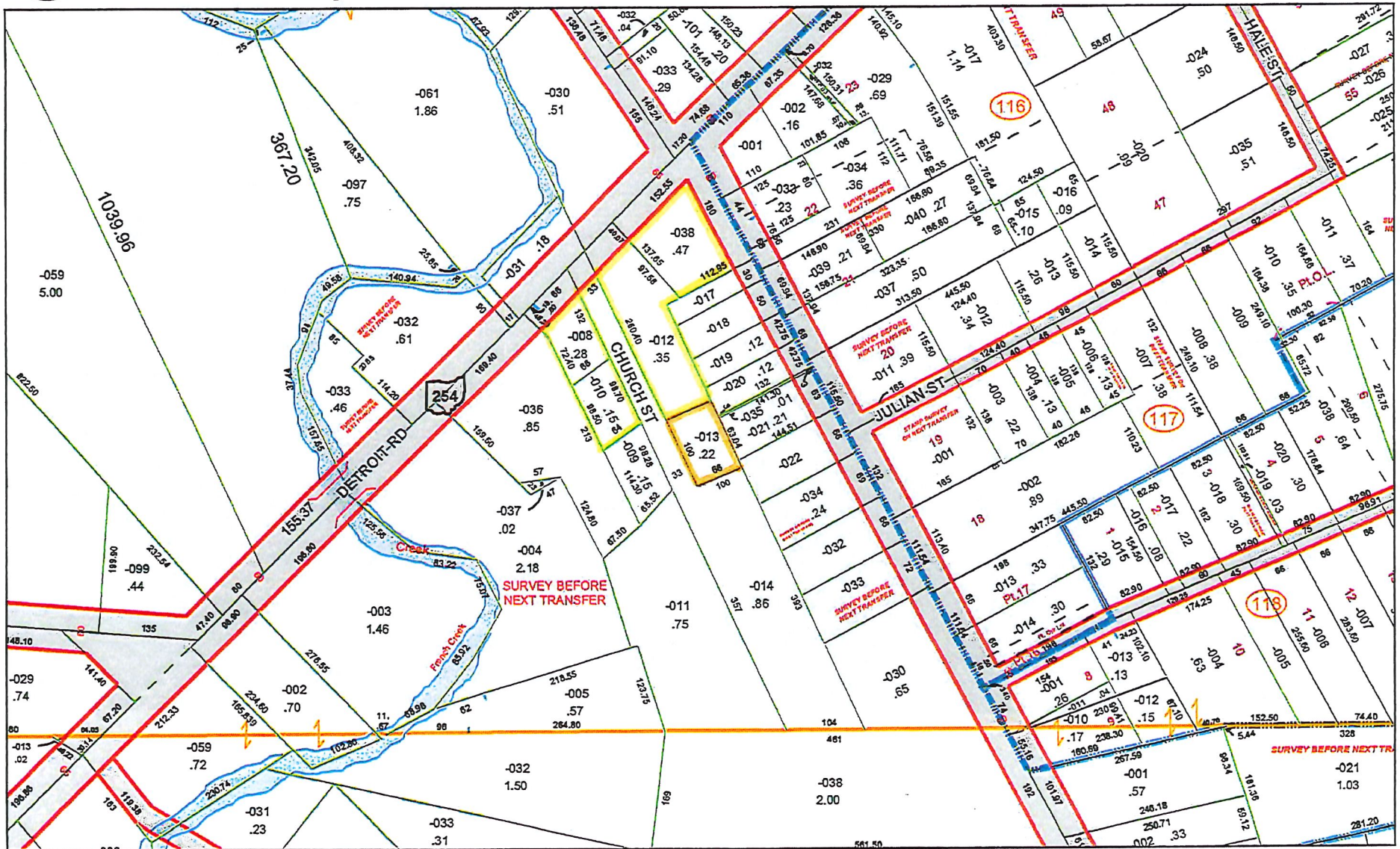
Address: Rear Land Detroit Rd., Avon, OH 44011
PPN: 04-00-010-115-013

Legal description reviewed by A.P.
on 1/16/24 per ORC Sec. 5713.09





J. Craig Snodgrass, CPA, CGFM
Lorain County Auditor



March 28, 2024 11:01:00 AM

Legend

Boundaries	- - - Dashed Parcel Line	Parcel Line	PLSS Boundaries	Road Centerlines	Waterways
Bridge Line	- - - Dashed Lot Line	Right-of-way Line	Original Lot Lines	Subdivisions/...	Parcels_Black
- - - Sublot Line				Right of Ways	



1 inch = 188 feet

