

ORDINANCE NO. 22-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO PURCHASE REAL ESTATE LOCATED AT 32770 DETROIT ROAD IN THE CITY OF AVON PERMANENT PARCEL NO. 04-00-027-101-013 FROM MARY BETH RUMBURG, MICHAEL E. URIG, SUSAN L. URIG, AND TERENCE J. URIG AND DECLARING AN EMERGENCY

WHEREAS, as 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 Mary Beth Rumburg, Michael E. Urig, Susan L. Urig, and Terence J. Urig for the purchase of a parcel of land, approximately 0.6000 acres, located at 32770 Detroit Road 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 Real Estate 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 at 32770 Detroit Road for use as public property and authorize the Mayor to execute a purchase agreement in furtherance of said acquisition.

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 Mary Beth Rumburg, Michael E. Urig, Susan L. Urig, and Terence J. Urig to acquire a parcel of land located at 32770 Detroit Road in the City of Avon, Permanent Parcel No. 04-00-027-101-013 (0.6000 acres). Said Agreement, in substantially the form set forth in Exhibit A, is attached hereto and incorporated herein by reference.

Section 2 - Council hereby authorizes the payment of funds from the 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; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: March 24, 2025 DATE SIGNED: March 24, 2025

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: March 25, 2025

[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: March 27, 2025
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. 22-25, passed by the Council of said City on March 24, 2025.

IN WITNESS WHEREOF, I have on this 25th day of March 2025, 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 and entered into by and between, **MARY E. RUMBURG, (aka MARY BETH RUMBURG)**, married, 10701 Holidale Drive, Chardon, Ohio 44024; **MICHAEL E. URIG**, unmarried, 1210 South Point Road, Belmont, North Carolina, 28012; **SUSAN L. URIG**, married, 2905 Marston Drive, Anchorage, Alaska 99517; and **TERENCE J. URIG**, unmarried, 33865 Maple Ridge Boulevard, Avon, Ohio 44011, each of whom owns a fractional interest in the property located at 32770 Detroit Road, Avon, Ohio. Together, these owners are hereinafter referred to as the “Sellers.” The “Buyer” is **THE CITY OF AVON, OHIO**, an Ohio municipal corporation, located at 36080 Chester Road, Avon, Ohio 44011. At times, the Sellers and the Buyer are being collectively referred to herein as the “Parties”. This Purchase Agreement sets forth the following terms, provisions and conditions for the sale of the property by Sellers to Buyer:

1. DESCRIPTION OF PROPERTY

Sellers agree to sell and convey to the Buyer and the Buyer agrees to purchase from Sellers at the price and upon all the terms, provisions and conditions herein contained, real property located at 32770 Detroit Road consisting of approximately 0.6000 acres of land with an unoccupied dwelling, situated in the City of Avon, and identified by the legal description attached hereto and incorporated herein as “Exhibit A”, PPN: 04-00-027-101-013. 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 Sellers for the property described in the above Paragraph 1 in the sum of **TWO HUNDRED SIXTY-FOUR THOUSAND, FIVE HUNDRED DOLLARS (\$264,500.00)**, 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. (Exhibit B);
- b) Buyer will conduct a Database Search. If the result of the Database Search necessitates further investigation, Buyer will conduct a Phase 1 Environmental Study and the closing date set forth in Paragraph 10, below, is hereby extended for 60 days;
- 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 Sellers, 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 Sellers 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 Sellers and Network Land Title of any such objections and the Sellers shall have 60 days to cure any defects in title to the satisfaction of the Buyer. In the event the Sellers 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 Sellers, 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, Sellers shall deposit a Limited Warranty deed with release of dower (where applicable) into escrow conveying to the Buyer a good and marketable title with limited 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. (Exhibit C)

7. REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers, who took title to the property on October 7, 2024, represent and warrant to the Buyer the accuracy of the following statements beginning with that date:

- a) that they are the fee simple owners 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 they have not received notice of any pending or threatened condemnation proceedings or any proposed taking of part of all of the property by any governmental authority,
- c) that, to the best of their knowledge, they have not received notice from any governmental authority that they are in violation of any laws, ordinances, statutes, rules or regulations pertaining to the property or any part thereof,
- d) that they have not been notified of and, to the best of their knowledge, the property does not contain, with the exception of an underground septic tank, 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 their 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, for which the City shall assume full responsibility. Sellers will

receive the agreed upon purchase price in full and not subject to any reductions except for property taxes due at closing.

10 . CLOSING DATE

Upon execution of this Purchase Agreement and passage of an ordinance authorizing the Mayor to execute same (Exhibit B), the Sellers may remove any personal property located within or about the property up to and including July 31, 2025. At no time after transfer of title to the City shall Sellers or their representatives enter onto the premises without the knowledge and consent of the Mayor which consent will not be unreasonably withheld, delayed or conditioned. Fixtures may not be removed without notice to and consent by the Buyer through the Office of the Mayor. 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 later than April 25, 2025 unless said date is extended by agreement of the parties. If closing does not occur on or before said date, either party may terminate this agreement. At closing, the escrow agent shall record the limited 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. NAMING

Buyer intends to use the real property as part of a park and for other related purposes. Furthermore, Buyer agrees to incorporate the Urig name into the name of the park

designating it as "The Urig Family Nature Preserve". In addition, Buyer will incorporate the Urig name into any nature center and will consult with Sellers on other naming opportunities for trails, trailheads and similar types of amenities.

13. 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.

14. 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 Sellers and Buyer have signed this Agreement on the dates set forth below.

SELLERS:

MARY E. RUMBURG, (aka MARY BETH RUMBURG) 10701 Holidale Drive Chardon, OH 44024	DATE
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MICHAEL E. URIG 1210 South Point Road Belmont, NC 28012	DATE
--	-------------

SUSAN L. URIG 2905 Marston Drive Anchorage, AK 99517	DATE
---	-------------

TERENCE J. URIG

DATE

38865 Mapleridge Boulevard
Avon, OH 44011

BUYER: THE CITY OF AVON



3/25/25

BRYAN K. JENSEN, MAYOR

DATE

36080 Chester Road
Avon, Ohio 44011

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

EXHIBIT A

EXHIBIT B

EXHIBIT C

jgasior

From: Susan Urig <susanurig@gmail.com>
Sent: Sunday, March 23, 2025 6:17 PM
To: jgasior
Cc: terry urig; Mary Beth Rumburg; Mike Urig
Subject: Photo

designating it as "The Urig Family Nature Preserve". In addition, Buyer will incorporate the Urig name into any nature center and will consult with Sellers on other naming opportunities for trails, railheads and similar types of amenities.

13. GOVERNING LAW

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SELLERS:

MARY E. RUMBURG, DATE
(aka MARY BETH RUMBURG)
10701 Holladay Drive
Chardon, OH 44024

MICHAEL E. URIG, DATE
1210 South Point Road
Belmont, NC 28012

 DATE
SUSAN L. URIG
2905 Marston Drive
Anchorage, AK 99517

Sent from my iPhone

designating it as "The Urig Family Nature Preserve". In addition, Buyer will incorporate the Urig name into any nature center and will consult with Sellers on other naming opportunities for trails, trailheads and similar types of amenities.

13. **GOVERNING LAW**

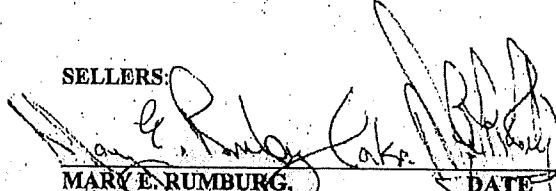
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14. **BINDING EFFECT**

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SELLERS:


MARY E. RUMBURG
(aka MARY BETH RUMBURG)
10701 Holidale Drive
Chardon, OH 44024

DATE 3/20/25

MICHAEL E. URIG
1210 South Point Road
Belmont, NC 28012

DATE

SUSAN L. URIG
2905 Marston Drive
Anchorage, AK 99517

DATE

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.

14. BINDING EFFECT

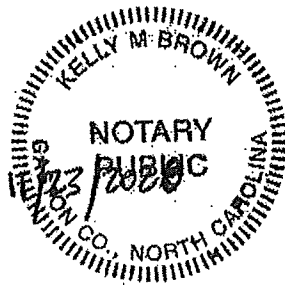
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IN WITNESS WHEREOF, the Sellers and Buyer have signed this Agreement on the dates set forth below.

SELLERS:

MARY E. RUMBURG, **DATE**
(aka MARY BETH RUMBURG)
10701 Holidale Drive
Chardon, OH 44024

Kelly M Brown
Kelly M Brown



Michael E. Urig *3-20-25*

MICHAEL E. URIG **DATE**
1210 South Point Road
Belmont, NC 28012

SUSAN L. URIG **DATE**
2905 Marston Drive
Anchorage, AK 99517

TERENCE J. URIG **DATE**
38865 Mapleridge Boulevard
Avon, OH 44011

BUYER: THE CITY OF AVON

1997 Avon, Ohio
Ordinance No. 12345

Terrence J. Long

TERRENCE J. LONG

Mayor of the City of Avon
Avon, Ohio 44011

BUYER: THE CITY OF AVON

JOHN A. GASHOR, MAYOR

DATE

36080 Chester Road
Avon, Ohio 44011

Document Prepared by:
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Avon, Ohio 44011
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jgashor@avonlaw.com