

ORDINANCE NO. 82-25

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
AN AGREEMENT WITH AVON UNITED METHODIST CHURCH TO
PURCHASE REAL PROPERTY IN THE VICINITY OF 37711 DETROIT ROAD
CONSISTING OF PORTIONS OF PERMANENT PARCEL NOS. 04-00-011-102-002,
04-00-011-102-067 & 04-00-011-102-068, TOTALING 0.3121 ACRES AND DEDICATING
SAME FOR USE AS A PUBLIC RIGHT-OF-WAY
AND DECLARING AN EMERGENCY**

WHEREAS, the City continues to grow and so does its need to acquire additional land for public road improvements; and

WHEREAS, the Mayor seeks authorization from Council to enter into a Purchase Agreement with Avon United Methodist Church, a non-profit Ohio corporation, (Avon United), to acquire real property, in the vicinity of 37711 Detroit Road, consisting of portions of Permanent Parcel Nos. 04-00-011-102-002, 04-00-011-102-067 & 04-00-011-102-068 totaling 0.3121 acres; and

WHEREAS, Council has had an opportunity to meet with the Mayor and members of the Administration to 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 in the vicinity of 37711 Detroit Road and to dedicate same for public use and authorizes 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 Avon United Methodist Church for real property located in the vicinity of 37711 Detroit Road, in the City of Avon, being portions of Permanent Parcel Nos. 04-00-011-102-002, 04-00-011-102-067 & 04-00-011-102-068 totaling 0.3121 acres and to accept dedication of said land for public use. 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 directives of the Finance Director.

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: September 15, 2025 DATE SIGNED: September 15, 2025

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: September 16, 2025

Bryan K. Jensen
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: September 18, 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. 82-25, passed by the Council of said City on September 15, 2025.

IN WITNESS WHEREOF, I have on this 16th day of September 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

This PURCHASE AGREEMENT (the 'Agreement') is made at Avon, Ohio, by and between, **AVON UNITED METHODIST CHURCH**, a non-profit Ohio corporation, hereafter referred to as 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 in fee simple for public use located in the vicinity of 37711 Detroit Road consisting of portions of existing Permanent Parcels Nos. 04-00-011-102-002, 04-00-011-102-067 and 04-00-011-102-068 totaling 0.3121 acres. The sale and purchase shall include all rights, privileges and easements, if any, pertaining to said properties. A legal description and survey map of the real property being acquired is attached hereto, labeled as "Exhibit A" and are incorporated herein by this reference.

2. PRICE and TERMS OF PAYMENT

The total purchase price to be paid by the Buyer to the Seller for the property described in Paragraph 1 above shall be the sum of **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**, payable to Network Land Title Agency (a.k.a "Network Title"), 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 are 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 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 either of the conditions precedent set forth in (a) and (b) 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 Title, 105 Cleveland Street, Ste. 200, Elyria, OH 44035, which 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 Title. Network 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 Title of any such objections and the Seller shall have 30 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 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 cause to be deposited a Limited Warranty deed 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.

7. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to the Buyer as follows:

- a) that it is the fee simple owner of the property described in "Exhibit A", 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 proposed taking of part of all of the property by any governmental authority;
- c) that, to the best of its knowledge, it has not received notice from any governmental authority that it is in violation of any laws, ordinances, statutes, rules or regulations pertaining to the property or any part thereof,
- d) that it has not been notified of and, to the best of its 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 its 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 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.

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 later than October 3, 2025 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 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. 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.

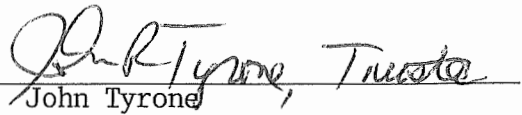
13. BINDING EFFECT

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 and in the presences of the witness set forth below.

In the presence of:

AVON UNITED METHODIST CHURCH,
a non-profit Ohio corporation

By: 
John Tyrone, Trustee

Date: 9/13/2025

(Signatures continue on next page)

THE CITY OF AVON



BRYAN K. JENSEN, MAYOR

Date: 9-16-25

Prepared by:
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