

ORDINANCE NO. 10-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO PURCHASE REAL ESTATE LOCATED AT THE SOUTHEAST CORNER OF MIDDLETON ROAD AND PENDLETON COURT, (SUBLOT NO. 1 IN THE MIDDLETON CROSSINGS SUBDIVISION), FROM LIG LAND, LLC AND DECLARING AN EMERGENCY

WHEREAS, the City continues to grow and 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 LIG Land, LLC for the purchase of a parcel of land consisting of approximately 1.415 acres located at the southeast corner of Middleton Road and Pendleton Court, (Sublot No. 1 in the Middleton Crossings Subdivision); and

WHEREAS, said property will be used to construct a second fire station; 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 and its proposed use; 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 at the southeast corner of Middleton Road and Pendleton Court for the purpose of constructing a second fire station at that location and authorizes the Mayor to execute a purchase agreement to further 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 LIG Land, LLC to acquire a parcel of land located at the southeast corner of Middleton Road and Pendleton Court, (Sublot No. 1 in the Middleton Crossings Subdivision), known as PPN: 04-00-022-102-163 and consisting of approximately 1.415 acres. Said Agreement, in substantially the form as presented, is attached hereto as Exhibit A and incorporated herein by this reference.

Section 2 - Council hereby authorizes the payment of funds from Capital Improvement Fund No. 401 in an amount equal to that set forth in the Purchase Agreement, together with any costs associated with conducting inspections, etc., including the 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 a second fire station and to do so in a timely fashion so as to facilitate the commencement of construction in calendar year 2026; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 23, 2026 DATE SIGNED: February 23, 2026

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: February 24, 2026

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: February 25, 2026
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. 10-26, passed by the Council of said City on February 23, 2026.

IN WITNESS WHEREOF, I have on this 24th day of February 2026, affixed my signature and official seal.

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

AGREEMENT TO PURCHASE REAL ESTATE

This **PURCHASE AGREEMENT** (the 'Agreement') is made at Avon, Ohio, by and between, **LIG LAND, LLC**, an Ohio Limited Liability Company, 35700 East Royalton Rd., Grafton, Ohio 44044 hereafter referred to as the "Seller" and **THE CITY OF AVON, OHIO**, an Ohio municipal corporation, herein referred to as the "Buyer" (all of whom are being collectively herein referred to as the "Parties"), upon the following terms, provisions and conditions:

Article One: Description of the Property

The Property.

1.01 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 at the southeast corner of Middleton Road and Pendleton Court in the City of Avon, (Sublot No. 1 in the Middleton Crossings Subdivision), and consisting of one (1) vacant unimproved parcel of real estate, situated in the City of Avon, Ohio and identified as PPN: 04-00-022-102-163 (containing approximately 1.415 acres), as shown on "Exhibit A" which is attached hereto and incorporated herein. The sale and purchase shall include all rights, privileges, and easements, if any, pertaining to said property. A legal description for the real property being sold and purchased is attached hereto and labeled "Exhibit B" and incorporated herein.

Article Two: Purchase Price.

Amount.

2.01. The purchase price for the property shall be ONE MILLION, FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$1,550,000.00), which is payable as follows:

2.02. The sum of One Million, Five Hundred, Fifty Thousand Dollars and No Cents (\$1,550,000.00) on closing as herein provided.

Article 3: Escrow

Opening of Escrow.

3.01. An escrow shall be opened pursuant to this Agreement at Network Land Title Agency, 105 Cleveland Street, Suite 200, Elyria, Ohio 44035, within ten (10) days of execution. Network Land Title shall perform all title services required by the terms set forth herein.

Closing Date.

3.02. The closing date of this transaction shall take place on or before August 17th, 2026. Delivery of title to said property to Buyer, shall take place immediately upon closing, free and clear of all uses and occupancies. The Buyer's obligation to purchase the Property pursuant to this Agreement is **EXPRESSLY CONDITIONED ON:**

Marketable Title. The conveyance to the Buyer of good and marketable title to the property, as evidenced by the deposit into escrow at closing by Seller of a Limited Warranty Deed to the Buyer subject only to liens, encumbrances, restrictions, easements, or conditions as may be approved in writing by the Buyer and any taxes and assessments that are a lien but not yet due and payable; provided however, Buyer may only object to those matters which adversely and materially impair marketability of title. As further assurance that Seller is conveying good and marketable title to the property, the Title Company shall cause to be issued to the Buyer an Owner's Fee Policy of Title Insurance, subject only to the exceptions stated above. Upon the execution of this Agreement, Buyer shall cause to be ordered from the Title Company a commitment for an Owner Policy and an ALTA survey, and a copy of each shall be sent to Buyer for Buyer's review and to Seller. Within ten (10) days of receipt of the commitment and the survey, Buyer shall notify Seller in writing of any liens, encumbrances, restrictions, easements, or conditions shown therein which are objectionable to Buyer. If so notified, the items that are objectionable to Buyer shall be considered "title defects" and Seller, on or before February 13th, 2026, will have the right, but not the obligation to resolve such defects. If the title defects cannot be removed by Seller by August 17th, 2026, or any extensions of the closing date as may be agreed to by the Buyer for the correction of these title defects, this Agreement shall be null and void and all funds and documents previously delivered to the parties or deposited into escrow shall be returned to the respective parties who delivered or deposited such funds or documents, and there shall be no further liability between the parties.

Acceptance by Council. The conveyance is subject to Acceptance by Avon City Council in the form of an Ordinance authorizing the purchase of said real estate. If Avon City Council has not approved said sale by January 26th, 2026, then and in this event, then Seller or Buyer may, on written notice to the escrow agent and to the other party or such party's representative received prior to January 26th, 2026, terminate this Agreement, and it shall be null and void for all purposes and the down payment shall be forthwith returned to Buyer.

Inspection of the Property. The conveyance is subject to Buyer satisfactorily completing

a diligent inspection of the property and satisfying itself as to the feasibility of the property for its intended purpose prior to the date of closing. Buyer's inspection may include, without limitation, tests of the subsurface soil conditions of the property, inspection of buildings and fixtures on said property (if applicable), boundary surveys, engineering reports, feasibility studies, and environmental inspections. Buyer and Buyer's agents shall have access to the property for such inspections, but will not interfere with Seller's occupancy and no invasive testing shall be done by Buyer without obtaining Seller's approval. Inspections will be kept to a minimum. Buyer will immediately repair all damages it causes and will defend and hold Seller harmless on all claims resulting from such investigations.

Failure of Conditions

3.03. Should any of the conditions specified in paragraph 3.02, above, of this Agreement fail to be fulfilled by the date of closing, or for such other period of time as the parties may otherwise agree to in writing, Buyer shall have the power, exercisable by the giving of written notice to the escrow agent and to Seller, to cancel such escrow, terminate this Agreement, and recover any amounts paid by him to Seller or to the escrow agent on account of the purchase price of said property. The exercise of such power by Buyer shall not, however, constitute a waiver by Buyer of any other rights Buyer may have against Seller for breach of this Agreement. The escrow agent shall be, and is hereby, irrevocably instructed by Seller on such failure of conditions and receipt of such notice from Buyer to refund immediately to Buyer all moneys and instruments deposited by him in escrow pursuant to this Agreement.

Prorations

3.04. Seller will be responsible for the payment of all real estate taxes and assessments through 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. After closing, Buyer will be responsible for the payment of real estate and assignments, if any.

Expenses of Closing

3.05. The expenses of closing shall be paid in the following manner: (1) The full cost of the title examination, title commitment and premium for the Owner's Fee Policy of Title Insurance described in paragraph 3.02, above, shall be paid by Seller and Buyer in equal amounts; (2) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Buyer or his nominees in the manner described in this Agreement shall be paid by Seller; (3) Any costs of transfer and recordation of title shall be paid by Buyer; (4) The fee charged by the escrow agent for escrow services to close this Agreement

shall be paid by Seller and Buyer in equal amounts; (5) Any amounts required to discharge any liens or encumbrances against the property shall be paid by Seller.

Article Four: Representations and Warranties of Seller Warranties of Seller.

4.01 Seller hereby represents and warrants, to their actual knowledge, to Buyer as follows: (1) There are no parties in possession of any part of said property as lessees, tenants at sufferance, or trespassers; (2) Seller has received no written notice of any pending or threatened condemnation or similar proceeding or assessment affecting said property, or any part thereof, nor to the best knowledge and belief of Seller is any such proceeding or assessment contemplated by any governmental authority; (3) Seller has received no written notice of any violation of any applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to said property, or any part thereof; (4) Said property has full and free access to and from Pendleton and Middleton roads, and Seller has received no written notice of any pending or threatened governmental proceeding which would impair or result in the termination of such access. (5) The property is in compliance with all applicable laws, rules, regulations, and ordinances, including, without limitation, building, zoning and environmental laws, rules, regulations, and ordinances. (6) There are no actions, suits or proceedings against Seller with respect to the property, and Seller has received no written notice of any investigations or actions, suits or proceedings at law or in equity pending or threatened against Seller that would adversely affect this transaction or the property being sold hereunder. (7) As of the date of closing, all documents delivered hereunder to Buyer and all warranties herein made by Seller are accurate and complete, and there has been no material change in any of the facts, circumstances or subject matter of this transaction of which Buyer has not been informed.

Article Five: Breach

By Seller

5.01. Should Seller default on the full and timely performance of any obligations under the terms of this Agreement for any reason other than Buyer's default, Buyer may: (1) Bring suit for Specific Performance against Seller

By Buyer

5.02. Should Buyer fail to consummate the purchase of said property, the conditions to Buyer's obligations set forth in paragraph 3.02 of this Agreement having been satisfied and Buyer being in default, and Seller not being in default hereunder, Seller may: (1) Receive One Hundred Percent (100%) of the down payment from the escrow agent, such sum being agreed on

as liquidated damages for the failure of Buyer to perform the duties, liabilities, and obligations imposed on it by the terms and provisions of this Agreement. Seller agrees to accept and take said cash payment as its total damages and relief and as Seller' sole remedy hereunder in such event and such relief is not intended as a penalty.

Article Six: Miscellaneous

Assignment of Agreement

6.01. This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns or nominees of the parties hereto.

Survival of Covenants

6.02. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the closing of the transactions contemplated herein shall survive the closing for a period of twelve (12) months and shall not be merged therein.

Notice

6.03. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, or by overnight courier addressed to Seller or Buyer, as the case may be, at the address set forth opposite the signature of such party hereto.

Ohio Law to Apply

6.04. This Agreement shall be construed under and in accordance with the laws of the State of Ohio. All obligations of the parties created hereunder are performable in Avon, Ohio.

Legal Construction

6.05. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

6.06. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the aforesaid subject matter.

Gender

6.07. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, and vice versa,

unless the context requires otherwise.

Descriptive Heading

6.08. The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them, and have no effect whatsoever in determining the rights or obligations of the parties.

Effective Date

6.09. The effective date of this Agreement shall be the latest of the execution dates of the parties as set forth below.

SELLER

**LIG LAND, LLC, an Ohio Limited
Liability Company**
35700 East Royalton Rd.
Grafton, Ohio 44044

By: Frank Jaram
Frank Jaram, Managing Member

Date: 7/27/2026

BUYER

THE CITY OF AVON
36080 Chester Road
Avon, Ohio 44011

Bryan K. Jensen
BRYAN K. JENSEN, MAYOR

Date: 7/29/26

Prepared by:
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