

**ORDINANCE NO. 91-23**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO  
AN AGREEMENT TO PURCHASE REAL ESTATE LOCATED AT  
2530 CHURCH STREET IN THE CITY OF AVON, PERMANENT PARCEL  
NO. 04-00-010-115-010, FROM MARK W. LADEGAARD  
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 Mark W. Ladegaard for the purchase of a parcel of land consisting of approximately 0.15 acres located at 2530 Church Street in the City of Avon; and

**WHEREAS**, said parcel is adjacent to the south property line of the recently acquired Buck's Hardware property; 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 at 2530 Church Street 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 Mark W. Ladegaard to acquire a parcel of land located at 2530 Church Street in the City of Avon, Permanent Parcel No. 04-00-010-115-010 (0.15 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 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 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: July 10, 2023 DATE SIGNED: July 10, 2023

By: Brian Fischer  
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: July 11, 2023

[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: July 11, 2023  
Electronically and at City Hall as  
Provided by Council

Prepared By:

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

I, Gail A. Hayden, Assistant Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 91-23, passed by the Council of said City on July 10, 2023.

IN WITNESS WHEREOF, I have on this 11<sup>th</sup> day of July, 2023, affixed my signature and official seal of the Clerk of Council of the City of Avon, Ohio.

Gail A. Hayden  
Gail A. Hayden, Assistant 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, **MARK W. LADEGAARD**, 36355 Kinzel Road, 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 at 2530 Church Street consisting of approximately 0.15 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: 04-00-010-115-010. 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-FIVE THOUSAND DOLLARS (\$35,000.00)**, 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 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 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 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. Seller will receive the agreed upon purchase price in full and not subject to any reductions.

**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 September 1<sup>st</sup>, 2023 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:

Mark W. Laodegaard 7/6/2023  
MARK W. LADEGAARD DATE

And

Amy L. Laodegaard 7/6/23  
AMY L. LADEGAARD DATE

BUYER: THE CITY OF AVON

BK 7/11/23  
BRYAN K. JENSEN, MAYOR DATE

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

**EXHIBIT A**

Situated in the City of Avon, County of Lorain, and State of Ohio:

And known as being part of Original Avon Township Section No. 10, bounded and described as follows:

Beginning at a stone monument at the Southeasterly corner of land described in the 3<sup>rd</sup> parcel of land in a deed to Lawrence Hockel recorded in Volume 228, Page 82 of Lorain County Records:

Thence, South 23 degrees 30' East, along the Easterly line of Grantor's land, 98.7 feet to an iron pin;

Thence South 59 degrees 05' West, 64.4 feet to an iron pin in the Easterly line of land conveyed to Henry H. Williams by deed recorded in Volume 5, Page 165 of Lorain County Records:

Thence North 24 degrees, 25; West along said Easterly line of land so conveyed to Williams, 98.5 feet to an iron pin;

Thence North 59 degrees 05' East, along the Southerly line of land conveyed to Lawrence Hocket, as first aforesaid, 66.0 feet to the place of beginning, intending to convey 0.15 acres be the same more or less.

**Permanent Parcel No.:** 04-00-010-115-010  
**Address of property:** 2530 Church Street, Avon, OH 44011

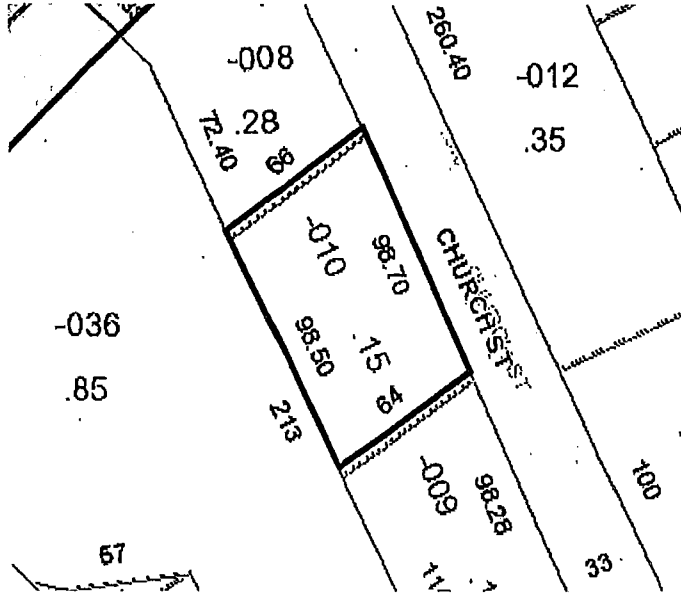




**Lorain County Auditor**  
**Craig Snodgrass, CPA, CGFM**

Report generated: Mon Oct 03 2022

**Parcel Number: 0400010115010**



**Parcels**

Parcel Number	0400010115010	Land Use	510
Owner	LADEGAARD MARK	Neighborhood	82352 - AVON DOWNTOWN
Location Address	2530 CHURCH ST AVON, OH 44011	Acres	0.15
Tax Bill Mailed To	36355 KINZEL RD AVON, OH 44011	School District	AVON LSD
Property Description	10 - AVON CITY/AVON LSD	Instrument Number	
Tax District		Delinquent Real Estate	No

**Values**

Market Land Value	\$31,960.00
Market Building Value	\$34,170.00
Market Total Value	\$66,130.00
Market CAUV	\$0.00
Market Abatement	\$0.00
Assessed Land Value	\$11,190.00
Assessed Building Value	\$11,960.00
Assessed Total Value	\$23,150.00
Assessed CAUV	\$0.00
Assessed Abatement	\$0.00

The 2021 values have been certified by the State of Ohio.

**Taxes**

Gross Full Year Tax	\$1,979.04	Special Assessment	\$0.00
State Credit	\$560.24	Delinquent Special Assessment	\$0.00
Subtotal	\$ 1,418.80	Unpaid Taxes	\$0.00
Non-Business Credit	\$118.12	Total Taxes Owed	\$1,300.68
Owner Occupancy Credit	\$0.00	Total Taxes Paid	\$1,300.68
Homestead Credit	\$0.00	Special Assessments	N
Net Tax	\$1,300.68		

Your 2021 taxes were certified on January 14, 2022. The full year tax includes all unpaid taxes and special assessments. Tax amounts may be verified through the Lorain County Treasurer's Office at (440) 329-5787. Mortgage Companies and Title Representatives must request tax information via USPS during tax collection periods.

**Sales**

Sale Date	Sale Amount	Conveyance	Grantor	Grantee	Number of Parcels
10/30/2003	\$0.00	2003096360	MILLER NORMAN	MILLER NORMAN G & RHEA	1
5/3/2016	\$22,500.00	2016001931	MILLER NORMAN G & RHEA	LADEGAARD MARK	1

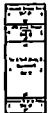
**Residential**

Year Built	1930
Parcel Number	0400010115010
Finished Sqft	986
Total Rooms	6
Bedrooms	2
Full Bath	1
Half Bath	0
Fireplace	No
Central AC	No

**Photo**



**Sketch**





**TaxHistory**

<b>Tax Year 2020</b>			
Gross Full Year Tax	\$1,801.20	Net Tax	\$1,226.34
State Credit	\$462.44	Special Assessment	\$0.00
Subtotal	1,338.76	Delinquent Special Assessment	\$0.00
Non-Business Credit	\$112.42	Unpaid Taxes	\$0.00
Owner Occupancy Credit	\$0.00	Total Taxes Owed	\$1,226.34
Homestead Credit	\$0.00	Total Taxes Paid	\$1,226.34
<b>Tax Year 2019</b>			
Gross Full Year Tax	\$1,778.32	Net Tax	\$1,202.38
State Credit	\$461.20	Special Assessment	\$0.00
Subtotal	1,317.12	Delinquent Special Assessment	\$0.00
Non-Business Credit	\$114.74	Unpaid Taxes	\$0.00
Owner Occupancy Credit	\$0.00	Total Taxes Owed	\$1,202.38
Homestead Credit	\$0.00	Total Taxes Paid	\$1,202.38
<b>Tax Year 2018</b>			
Gross Full Year Tax	\$1,690.30	Net Tax	\$1,115.98
State Credit	\$460.30	Special Assessment	\$0.00
Subtotal	1,230	Delinquent Special Assessment	\$0.00
Non-Business Credit	\$114.02	Unpaid Taxes	\$0.00
Owner Occupancy Credit	\$0.00	Total Taxes Owed	\$1,115.98
Homestead Credit	\$0.00	Total Taxes Paid	\$1,115.98

**TaxPayments**

Year	Date	Prior	1st Half	2nd Half	Surplus
2017	1/29/2018	0	655.1	0	0
2015	5/5/2016	0	0	669.6	0
2018	6/28/2019	0	0	557.99	0
2020	1/25/2021	0	613.17	0	0
2017	6/25/2018	0	0	655.1	0
2019	6/30/2020	0	0	601.19	0
2021	1/28/2022	0	650.34	0	0
2018	2/5/2019	0	557.99	0	0
2016	2/3/2017	0	663.04	0	0
2020	6/28/2021	0	0	613.17	0
2015	2/11/2016	0	669.6	0	0
2016	7/11/2017	0	0	663.04	0
2019	1/24/2020	0	601.19	0	0
2021	6/22/2022	0	0	650.34	0