



# ORDINANCE 2026-011

## AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT WITH JEFFREY STRAND TO PURCHASE REAL ESTATE AND DECLARING AN EMERGENCY.

**WHEREAS**, a Real Estate Purchase Agreement (“Agreement”) is contemplated between Jeffrey Strand (Seller), and the Village of Jackson Center, an Ohio Municipal Corporation, (Buyer), for Buyer to acquire certain real property from Seller, for a public purpose;

**WHEREAS**, Seller is the owner in fee simple of certain real property located in Shelby County, Ohio, located at Ohio Street, PIN 20-06-15-126-025, being Lot 581, Jackson Center, Shelby County, Ohio 45334, together with all structures, improvements, fixtures, easements, rights, and other appurtenances pertaining to it (the “Property”); and

**WHEREAS**, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller a strip of land off the Property, as depicted in **Exhibit A**, the legal description and boundaries of which shall be established by a survey set forth in Section 9 of the Agreement.

### NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF JACKSON CENTER, THE STATE OF OHIO:

#### SECTION 1.

It is hereby determined the Property owned by Jeffery Stand as stated in the attached **Exhibit A** is required by the Village for public purposes, and shall be purchased by the Village from Jeffery Strand. The Village Administrator is hereby authorized to execute the Agreement on behalf of the Village to purchase a strip of the Property from Jeffery Strand. A copy of said Agreement is attached hereto as **Exhibit “B”**.

#### SECTION 2.

It is further determined that purchase of the strip of the Property by the Village will promote the welfare of the citizens of the Village, and assist in the development of commercial activities to the benefit of the citizens of said Village, enable residential and commercial construction, and provide additional opportunities for residents’ gainful employment and housing.

#### SECTION 3.

That the Village Administrator is hereby authorized to execute any closing documents necessary on behalf of the Village to complete the Agreement.

#### SECTION 4.

Council hereby declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare; such emergency arising out of the necessity to purchase the strip of Property to promote timely commercial and residential growth and development; and wherefore this Ordinance shall take effect and be in full force from and after its adoption by Council and approval by the Mayor.

Adopted on this date:

May 11, 2026

  
Jesse Fark, Mayor

Attest:

  
Beverly A. Wren, Fiscal Officer

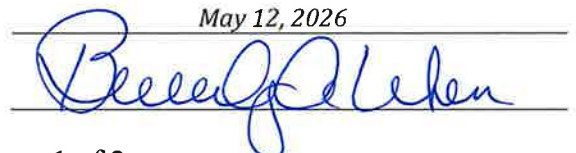
#### CERTIFICATE OF FISCAL OFFICER AS TO POSTING

*I certify that the above Resolution 2026-000 has been posted as required by law. Posted on the Village Website, and Social Media Page.*

Date of Posting:

May 12, 2026

Signed:



## EXHIBIT "A"

### Sale Parcel- outlined in Red

- 3 total trees to be removed. (3) along the north edge of property

### Adjacent- Strand Parcel outlined in Green

- 5 total trees to be removed. (4) along the eastern edge of property line & (1) south edge of property line



EXHIBIT "B"

**REAL ESTATE PURCHASE AGREEMENT**

This Real Estate Purchase Agreement ("Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between **JEFFREY STRAND**, an individual ("Seller"), and the **VILLAGE OF JACKSON CENTER, OHIO**, an Ohio municipal Corporation ("Buyer"). Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**R E C I T A L S:**

- A. Seller is the owner in fee simple of certain real property located in Shelby County, Ohio, located at Ohio Street, PIN 20-0615126.025, Jackson Center, Shelby County, Ohio 45334, together with all structures, improvements, fixtures, easements, rights and other appurtenances pertaining to it.
- B. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, a strip of land (the "Property"), the legal description and boundaries of which shall be established by a survey as set forth in Section 9 of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Agreement for Purchase and Sale. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Property, on and subject to the terms and conditions of this Agreement.

2. Purchase Price/Payment. The total purchase price for the Property shall be One Thousand Dollars (\$1,000.00) (the "Purchase Price"), payable in full by Buyer to Seller at the time of Closing.

3. Seller Representations, Warranties and Covenants. Seller hereby warrants and represents to, and covenants with, Buyer, as follows:

- (a) Seller is the owner in fee simple of the Property;
- (b) Seller has good and marketable title to the Property;
- (c) Seller has full power to convey the Property to Buyer as provided in this Agreement;
- (d) No right exists in any third party to acquire the Property or any portion thereof;

(e) There are no tenants, users or other parties in possession of any portion of the Property, and there exists no leases, contracts, nor other rights in any third party to use or occupy any portion of the Property; and

(f) There are no orders, nor any legal or administrative proceedings or arbitrations, pending or threatened, to which the Property is subject or affecting or which may affect the Property.

4. Reserved for future use.

5. Reserved for future use.

6. Closing. The closing of the purchase and sale of the Property and the transfer of title to the Property (the "Closing"), shall take place at Jauert & Burton, LLP., in Wapakoneta, Ohio or such other place as agreed upon by Buyer and Seller, within thirty (30) days after the Agreement is signed.

7. Closing Costs: Real Estate Taxes. All closing costs, including but not limited to closing fees, escrow fees, and other customary transaction costs, shall be paid by Buyer. Seller shall bear no closing costs. It is understood and agreed that there will be no proration of taxes and assessments regarding the Property. Buyer will be responsible for all taxes and assessments. Buyer shall pay for the recording fees and the Shelby County Auditor per parcel transfer fee related to the Closing, if any. The Parties acknowledge and agree that this transaction qualifies for an exemption from Ohio conveyance fees pursuant to applicable Ohio law governing municipal acquisitions. No conveyance tax shall be assessed on or paid in connection with this transaction.

8. Title Search And Title Fees Buyer shall be responsible for conducting a title search of the Property and shall bear all costs and fees associated with such title search. Buyer shall obtain, at its sole expense, evidence of marketable title to the Property. In the event a title defect is discovered, the Parties shall cooperate in good faith to resolve such defect prior to Closing.

9. Survey A survey of the Property shall be required as a condition of this transaction. Buyer shall engage a licensed Ohio surveyor to conduct a boundary survey of the Property to establish the legal description. All costs associated with the survey shall be paid by Buyer. The completed survey shall be attached to and incorporated into this Agreement upon completion. The legal description derived from the survey shall be incorporated into the deed conveying the Property from Seller to Buyer.

10. Buyer's Obligations In addition to the Purchase Price, and as additional consideration for this transaction, Buyer hereby agrees to perform the following obligations:

(a) Tree Removal — Subject Parcel: Buyer, at its sole cost and expense, shall remove all trees located on the Property being conveyed hereunder within a commercially reasonable time following Closing.

(b) Tree Removal — Adjacent Parcel (Exhibit A): Buyer, at its sole cost and expense, shall also remove all trees located on that certain additional parcel of land owned by Seller, as described and depicted in Exhibit A, attached hereto and incorporated herein by this reference. Such tree removal shall be completed within a commercially reasonable time following Closing.

(c) Privacy Fence / Buffer: Buyer, at its sole cost and expense, shall install a privacy fence along the boundary of the Property abutting Seller's retained property, to serve as a buffer between the Village's Property and Seller's adjacent land. The fence shall be of commercially reasonable quality and height suitable for privacy screening. The fence shall be installed within a commercially reasonable time following Closing.

11. Examination of Property. Seller represents that, to the best of Seller's knowledge, the Property is conveyed in its present "AS IS" condition. Buyer has had or shall have the opportunity to inspect the Property prior to Closing. Seller makes no representations or warranties regarding the condition of the Property beyond those expressly stated herein.

12. Representations and Warranties of Buyer Buyer represents and warrants that:

(a) Buyer has full legal authority to enter into this Agreement and to purchase the Property.

13. Closing Documents. At the Closing, Seller shall deliver to Buyer the following:

(a) Recordable and transferable general warranty deed, conveying marketable title in fee simple, free and clear of all liens and encumbrances;

(b) Settlement Statement; and

(c) Such other documents as may reasonably be deemed necessary by Buyer or Buyer's legal counsel or the title insurer for Buyer or its lender, if any, to consummate the purchase and sale contemplated by this Agreement.

At the Closing, Buyer shall deliver to Seller the following:

a) Resolutions authorizing this Agreement and authorizing the execution of closing documents required by Buyer;

b) Settlement Statement; and

c) Such other documents as may reasonably be deemed necessary by Seller or Seller's legal counsel or the title insurer for Seller or its lender, if any, to consummate the purchase and sale contemplated by this Agreement.

14. Possession. Buyer shall be entitled to exclusive possession of the Property from the date of Closing.

15. Default. In the event of a material breach or default of this Agreement by either Party, the non-defaulting Party shall have all remedies available at law and in equity. In the event Buyer fails to close without legal justification, Buyer shall forfeit any costs incurred by Seller in connection with this transaction.

16. Risk of Loss. Risk of loss to the Property shall be borne by Seller until Closing, provided that if any part of the Property shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property, or (b) rescind this Agreement, and thereby release all parties from liability hereunder. Buyer shall give notice to Seller of the option chosen within fifteen (15) days after Seller has given notice to Buyer of such damage or destruction and the types and extent of insurance coverage for such damage or destruction. Failure of Buyer to give such notice shall constitute an election to proceed with option (b) above.

17. Further Assurances. The parties agree to execute and deliver, or cause to be executed and delivered, all such instruments, certificates, and documents, and to take all such other actions, as any party to this Agreement may reasonably request from time to time in order to effect the purpose and intent of this Agreement.

18. Delivery of Notice/Payment. Any notice to be given hereunder shall be hand delivered, or given by registered or certified mail (return receipt requested), or delivered by facsimile or email, addressed to:

If to Buyer: Village of Jackson Center, Ohio  
c/o Drew Sosby, Village Administrator  
P.O. Box 819  
Jackson Center, Ohio 45334  
Phone: (937) 596-6314  
Fax: (937) 596-6672  
Email: dsosby@jacksoncenter.com

With a copy to: Buyer's Counsel  
Jauert & Burton LLP  
c/o Michael A. Burton  
103 S. Blackhoof Street, PO Box 1957  
Wapakoneta, Ohio 45895  
Phone: (419) 738-9274  
Fax: (419) 738-3403  
Email: mburton@jauertburton.com

If to Seller: Jeffrey Strand  
101 S Ohio Street

Jackson Center, Ohio 45334  
Phone:  
Email:

19. Assignment. The parties agree Buyer has absolute authority to transfer and assign all of Buyer's right, title and interest in and to this Agreement.

20. Brokers. Seller and Buyer acknowledge and agree there is no real estate broker involved in the drafting and execution of this Agreement or the sale of the Property. The parties acknowledge there shall be no real estate broker commission paid whatsoever related to the Agreement. In the event there is a real estate broker involved, each party shall be responsible for the respective broker or agent fees of its broker or agent. Each party represents to the other that party has not engaged a broker or agent with respect to the transactions contemplated by this Agreement, and Buyer, on one hand, and Seller on other hand, shall indemnify, defend, and hold harmless the other party from any broker or agent fees and costs allegedly agreed to by the indemnifying party or parties.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective successors, assigns, and legal representatives.

22. Entire Agreement. This Agreement constitutes the entire agreement of the parties, and no prior or contemporaneous agreements or understandings shall vary the terms of such Agreement. This Agreement may not be amended orally, but only by a writing signed by the parties.

23. Ohio Law and Venue. This Agreement shall be deemed to have been made in and shall be governed by the laws of the State of Ohio, without reference to conflict of law principles. If any dispute shall arise between the parties, the parties hereby agree the proper venue to bring and resolve such disputes shall be the Shelby County, Ohio Common Pleas Court. If any legal action or proceeding is initiated to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and court costs from the non-prevailing Party, in addition to any other relief to which the prevailing Party may be entitled.

24. Counterparts; Execution. This Agreement may be executed in several counterparts and made effective by delivery of signature pages by facsimile or electronic transmission. Each counterpart shall be considered an original but all such counterparts taken together shall constitute but one and the same agreement.

The parties have executed this Agreement as of the Effective Date.

**BUYER:**

Village of Jackson Center, Ohio,  
an Ohio municipal corporation

By: \_\_\_\_\_  
Drew Sosby, Village Administrator

Dated: \_\_\_\_\_

**SELLER:**

By: \_\_\_\_\_  
Jeffrey Strand

Dated: \_\_\_\_\_

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**EXHIBIT A**

**Description of Adjacent Parcel Subject to Tree Removal**

The following parcel of land, owned by Seller (Jeff Strand), is subject to tree removal by Buyer (Village of Jackson Center) pursuant to Section 8(b) of the Purchase Agreement:

[INSERT LEGAL DESCRIPTION OF ADJACENT PARCEL HERE]

[INSERT PARCEL MAP / DIAGRAM HERE]

Parcel Identification Number (PIN): \_\_\_\_\_

**Sale Parcel- outlined in Red**

- 3 total trees to be removed. (3) along the north edge of property

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