

RESOLUTION NO. 67-2008

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A PROPERTY SALE AND PURCHASE AGREEMENT WITH ALVIN BORYK AND AUDREY BORYK AND TO ENTER INTO A RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT WITH RONALD J. BORYK

WHEREAS, the Mayor and the Finance Director have recommended entering into a Property Sale and Purchase Agreement with Alvin Boryk and Audrey Boryk whereby the Village of Richfield would purchase an approximately six acre parcel of land located at 4468 Streetsboro Road, Richfield, Ohio; and

WHEREAS, the Mayor and the Finance Director further recommended that they be authorized to enter into a Residential Real Estate Purchase Agreement whereby the Village would sell adjoining property to Ronald J. Boryk.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a Property Sale and Purchase Agreement with Alvin Boryk and Audrey Boryk to purchase an approximately 6 acre parcel of land located at 4468 Streetsboro Road, Richfield, Ohio, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a Residential Real Estate Purchase Agreement to sell adjoining property to Ronald J. Boryk, a copy of which Agreement is attached hereto as Exhibit "B" and incorporated herein fully as if by reference.

SECTION 3. It is hereby the intent of Council that these two transactions close simultaneously.

SECTION 4. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 12/16/08

  
President of Council

ATTEST:

  
Clerk of Council

  
Mayor

Dated: 12/16/08

ADDENDUM ADISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND/OR LEAD-BASED PAINT HAZARDS

## Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazard is recommended prior to purchase.

## Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazard in the housing.
- (b) Records and reports available to the Seller (check (i) or (ii) below):
- (i) \_\_\_\_\_ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)
- (ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## Buyers Acknowledgment (Initial)

- (c) \_\_\_\_\_ Buyer has received copies of all information listed above.
- (d) \_\_\_\_\_ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) \_\_\_\_\_ Buyer has (check (i) or (ii) below):

(i) \_\_\_\_\_ Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) \_\_\_\_\_ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

|                 |               |                 |               |
|-----------------|---------------|-----------------|---------------|
| _____<br>Seller | _____<br>Date | _____<br>Seller | _____<br>Date |
| _____<br>Buyer  | _____<br>Date | _____<br>Buyer  | _____<br>Date |
| _____<br>Agent  | _____<br>Date | _____<br>Agent  | _____<br>Date |

**PROPERTY SALE AND PURCHASE AGREEMENT**

This Property Sale and Purchase Agreement ("**Agreement**") is made by and between:

Alvin Boryk and Audrey A. Boryk  
4468 Streetsboro Road  
Richfield, Ohio 44286

and

Village of Richfield, Ohio  
4410 W. Streetsboro Road  
Richfield, Ohio 44286

("Seller")

("Buyer")

Seller and Buyer are sometimes referred to individually as "**Party**" or together as "**Parties**".

**RECITALS:**

- A. Seller is the owner of Property (hereinafter defined) which Buyer desires to purchase and Seller is willing to sell to Buyer on the terms and conditions set forth herein.
- B. The Agreement shall be effective upon the date of the last of Seller and Buyer to execute this Agreement ("**Effective Date**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the adequacy, sufficiency and receipt of which the Parties hereby acknowledge, and intending to be legally bound, the Parties agree as follows:

**1. Sale and Purchase of Property.**

A. **Realty and Improvements.** Seller shall sell to Buyer and Buyer shall purchase from Seller, upon the terms and conditions hereof:

- i. certain improved real property consisting of approximately 6 acres of land located at 4468 Streetsboro Road, Richfield, Ohio, designated as Permanent Parcel No. 5000116, legally described on Exhibit A attached hereto and depicted on Exhibit B attached hereto, together with all gas, oil and mineral rights, easements, appurtenances, rights, privileges and hereditaments belonging or in any way appertaining thereto or thereunto belonging (collectively, "**Realty**"), and
- ii. any and all improvements, both above and below the ground, and specifically including the residence and ancillary buildings, all utilities, pavings, landscaping and other structures on the Realty and all of their respective supportive systems, equipment and fixtures (collectively, "**Improvements**").

B. **Property.** Realty and Improvements are hereinafter collectively referred to as "**Property**". Buyer acknowledges that Buyer is purchasing the Property in its present "**AS IS**" condition.

C. **Lead Warning.** Seller and Buyer shall complete Addendum A attached hereto.

**2. Purchase Price/Method of Payment.**

A. Buyer agrees to pay Seller as the Purchase Price for Property the sum of \$260,000.00 ("**Purchase Price**").

B. The Purchase Price (less the sum of prorations, adjustments and other credits to which Buyer is entitled as herein provided), shall be paid in immediately available funds to be deposited by Buyer with Escrow Agent on the Closing Date (hereinafter defined).

3. **Escrow Agent.**

"Escrow Agent" shall be the Title Company (as designated on the signature page of this Agreement). Immediately following the Effective Date, Parties shall open an escrow account with Escrow Agent. This Agreement shall serve as escrow instructions and shall be subject to the usual conditions of acceptance of Escrow Agent insofar as the same are not inconsistent with any of the terms hereof.

4. **Buyer's Due Diligence.**

A. **Title Commitment.** Buyer shall have the right to order and obtain, at Buyer's expense, a current title commitment ("**Title Commitment**") and special tax search issued by the Title Company setting forth the state of the title of Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting Property which would appear in an Owner's Policy of Title Insurance ("**Title Policy**"), if issued by the Title Company as provided herein.

B. **Inspections.** Buyer or Buyer's agents shall have the right and permission, at Buyer's expense, to enter upon Property, or any part thereof, after the Effective Date, at all reasonable times and from time to time prior to termination of this Agreement for the purpose of making all inspections, tests, surveys and studies (collectively, "**Inspections**") required to determine the suitability of Property for Buyer's purposes as Buyer shall solely determine (which shall include without limitation, surveys, physical inspections, environmental assessments, soil tests, evaluation of utilities, etc.). Buyer shall indemnify and save Seller harmless from any liability or damage caused in the course of such activities. Seller shall cooperate with Buyer and/or Buyer's agents in providing information and access to the Property necessary to complete the Inspections.

5. **Contingencies during Contingencies Period.**

Buyer's obligations under this Agreement are subject to Buyer's satisfaction with and/or waiver of the following contingencies (collectively, "**Contingencies**") within the 60 day period following the Effective Date ("**Contingencies Period**"):

i. **Title.**

Buyer obtaining a Title Commitment (and, ultimately, a Title Policy) from Title Company showing that the state of title to Property is satisfactory to Buyer and that Property is subject to no liens, encumbrances, defects, restrictions, conditions, easements, leases of residences or other agreements (other than mortgages which will be paid at the Closing from the proceeds due Seller) which would be objectionable to Buyer in Buyer's sole discretion. All real estate taxes and assessments which are a lien but not yet due and payable and all other exceptions approved or accepted by Buyer in writing hereunder shall be the "**Permitted Encumbrances**".

ii. **Inspections.** Buyer obtaining Inspections which are not objectionable to Buyer in Buyer's sole discretion.

iii. **Council Approval.** Buyer obtaining approval of this transaction from the Richfield Village Council pursuant to a duly enacted ordinance to such effect.

6. **Resolution of Contingencies.**

- A. Buyer shall endeavor to give Seller notice of Buyer's satisfaction with and/or waiver of any of the Contingencies promptly upon such determination. If Buyer fails to give notice of disapproval of any Contingencies prior to the expiration of Contingencies Period, such failure shall be conclusively deemed to be full and complete approval and satisfaction of all Contingencies. On or before the expiration of Contingencies Period, Buyer shall notify Seller if Buyer is not satisfied with any aspect of Contingencies and, if not satisfactorily resolved, this Agreement shall be deemed terminated thereupon.
- B. The Closing of this transaction is further contingent upon the simultaneous closing contingency set forth in Paragraph 9 herein.

7. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer as follows:

i. **Seller's Authority.**

- a. This Agreement and all documents to be executed pursuant to this Agreement by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms.
- b. The execution and delivery of this Agreement and performance thereunder by Seller will not conflict with or result in a violation of, or breach of, or constitute a default under, any law or administrative regulation of any of the terms, conditions or provisions of any judgment, decree, loan agreement, bond, note, resolution, indenture, mortgage, deed of trust or other agreement or instrument to which it is a party and which affects Property.

ii. **The Property.**

- a. Seller has not entered into any contracts for the sale, exchange or other disposition of the Property or any portion thereof, nor do there exist any rights of first refusal, options or other rights of any other party to purchase all or any portion of the Realty.
- b. Neither Seller, nor, to Seller's knowledge, any third party, has engaged in the operation, use, manufacture, treatment, transportation, storage, release, discharge or disposal of any hazardous or toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any federal, state or local law in a manner that violated any applicable law or damaged the Property.
- c. Neither Seller, nor to Seller's knowledge any third party, has received any notice of any violation of or request for information under applicable environmental law with respect to the Property about which a government agency could require corrective action, removal or remedial action.
- d. To the best of Seller's knowledge, there are no underground storage tanks, or hazardous substances or wastes on the Property, whether in structures, drums, tanks, containers, sumps, lagoons, in the earth, any ground water (whether under or on the Property).

- e. To the best of Seller's knowledge, there are no oil or natural gas wells (or pipelines therefore) on the Property.

iii. **Seller's Covenants Regarding the Property.**

Until the Closing, Seller will not (1) convey all or any portion of the Property, (2) subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters, or (3) make any material alterations to the Property.

8. **Closing Arrangements.**

A. **Seller's Closing Obligations.**

Provided Buyer is satisfied with or waives the Contingencies before the end of the Contingency Period as herein provided with no material adverse change in the status thereof before Closing Date, this transaction shall be closed ("**Closing**") at the office of the Escrow Agent on or before the 30th day after the end of Contingencies Period or on such other date as may be mutually agreed by the Parties ("**Closing Date**") and Seller shall

- i. cause to be delivered to Buyer the Title Policy in the full amount of the Purchase Price issued in accordance with the form of Title Commitment approved by Buyer during the Contingency Period without any intervening liens, encumbrances or exceptions,
- ii. cause to be paid in full and released of record all mortgages, liens and encumbrances which are liens on the Property,
- iii. deliver to Escrow Agent a General Warranty Deed ("**Deed**"), duly executed and in proper form for recording in the form reasonably acceptable to Buyer conveying to Buyer fee simple, marketable and insurable title to the Property, free and clear of all liens and encumbrances except for Permitted Encumbrances and zoning ordinances and taxes and assessments, both general and special, not yet due and payable, and
- iv. execute, acknowledge and deliver such affidavits, resolutions and other documents which the Title Company shall reasonably require in order to issue the Title Policy and to omit from the Title Policy all exceptions for judgments, mechanics liens and similar matters.

B. **Buyer's Closing Obligations.** Buyer shall, on or before the Closing Date through escrow, deliver to Seller the Purchase Price, and any other documents reasonably required to close this transaction.

C. **Escrow Agent's Closing Obligations.** At the Closing Date, after causing the filing of the Deed, Escrow Agent shall close this transaction as follows:

- i. Credit Seller and charge Buyer with the Purchase Price deposited in escrow.
- ii. Charge Seller with and pay to the payee entitled thereto:
  - a. 50% of the cost of title examination, special tax search, Title Commitment and Title Policy;
  - b. 50% of Escrow Agent's fee;

- c. Seller's pro rata share of all items to be prorated in escrow;
  - d. any amounts necessary to remove liens which are removable upon the payment of a fixed sum in order to convey title as herein provided; and
  - e. all other fees and charges which are required to be paid by Seller pursuant to this Agreement.
- iii. Charge Buyer with and pay to the payee entitled thereto:
- a. 50% of the cost of title examination, special tax search, Title Commitment and Title Policy and;
  - b. 50% of Escrow Agent's fee;
  - c. the cost of recording Deed;
  - d. Buyer's pro rata share of all items to be prorated in escrow; and
  - e. all other fees and charges which are required to be paid by Buyer pursuant to this Agreement.
- iv. Immediately following the Closing Date, Escrow Agent shall deliver the funds and documents as follows:
- a. to Seller (or Seller's attorney, if Seller is represented by legal counsel), the funds and documents due Seller together with duplicate copies of the escrow statement, and
  - b. to Buyer (or Buyer's attorney, if Buyer is represented by legal counsel), the funds and documents due Buyer together with duplicate copies of the escrow statement.

9. **Simultaneous Closing Contingency.**

- A. Notwithstanding anything else to the contrary herein contained, Seller and Buyer agree that the Closing of this transaction shall be contingent upon the simultaneous (but subsequent) closing on the sale to Ronald M. Boryk ("**Residence Purchaser**") of the residence and related accessory buildings and improvements located on the front portion of the Property as further described on Exhibit C-1 and depicted on Exhibit C-2 attached hereto ("**Residence Parcel**"). The rear portion of the Property retained by Buyer after conveyance of the Residence Parcel to Residence Purchaser is described on Exhibit D and depicted on Exhibit C-2 attached hereto ("**Rear Parcel**"). If it is necessary for there to be a lot split, Buyer shall cause such platting or lot split requirement to be satisfied with the costs of the foregoing paid by Buyer.
- B. In accordance with the foregoing, there shall be no proration or allocation of utilities or real estate taxes and assessments between Seller and Buyer as to the Residence Parcel as all such utility charges and real estate taxes and assessments shall be prorated or allocated by and between Seller and Residence Purchaser during the escrowed closing of Residence Parcel transaction. Escrow Agent shall credit Buyer and charge Seller with real estate taxes and assessments, both general and special, for the Rear Parcel prorated to the Closing Date based upon the latest available tax rate and valuation in a fair and equitable manner based upon the relative proportions of acreage

between the Residence Parcel and Rear Parcel. Seller shall deliver possession of the Rear Parcel to Buyer immediately upon the Closing.

10. **Casualty.**

Seller shall maintain Seller's current casualty insurance with respect to the Property. In the event of any casualty to the Property prior to the Closing which results in damage to the Property, Buyer shall acquire the Property pursuant to this Agreement in which event Seller shall receive the proceeds of any insurance payable for the damage to the Property plus a credit at Closing equal to the amount of the "deductible."

11. **Default.**

In the event of a material default hereunder by Seller, Buyer may elect to terminate this Agreement, in which event Buyer shall be entitled to reimbursement of its reasonable expenses incurred in connection with the Contingencies and may, in addition, sue for specific performance. If Buyer shall default in the performance of its obligations under this Agreement, Seller shall be entitled to sue for specific performance.

12. **General Provisions**

A. **Notices.**

- i. All notices, elections, consents, demands and communications shall be in writing and delivered personally or by registered or certified mail, return receipt requested, postage prepaid or by any nationally recognized overnight courier service addressed to the other Party at their address first stated in this Agreement. Copies of notices shall be sent to the Attorneys for the respective Parties, if identified on the signature page. Either Party may, by written notice to the other, change the address to which notices are to be sent.
- ii. Unless otherwise provided herein, all notices shall be deemed given when personal delivery is effected or when deposited in any branch, station or depository maintained by the U.S. Postal Service or the overnight courier service within the United States of America, except that a notice of a change of address shall be deemed given when actually received. Seller's affidavit of the date and time of deposit in a mailbox or with the overnight courier service or the postmark, whichever is earlier shall constitute evidence of the Effective Date when the notice has been given.

B. **Entire Agreement.**

This Agreement, together with the attached Exhibits, contains all of the terms and conditions of the Agreement between the Parties, and any and all prior and contemporaneous oral and written Agreements are merged herein. The Exhibits attached to this Agreement are hereby incorporated by reference in their entirety with the same force and effect as if they were set forth at length in this Agreement.

C. **Modifications and Waivers.**

This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any Party, be waived orally. Changes and waivers can only be made in writing and the change or waiver must be signed by the Party against whom the change or waiver is sought to be

enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

**D. Benefit of Agreement.**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.

**E. Broker.**

Seller and Buyer each warrant to the other that neither Party has dealt with any real estate broker in effecting this Agreement. Each Party shall hold the other harmless from any and all claims, demands, and attorney's fees resulting from any other real estate broker's claims for real estate commission based upon dealings with such Party.

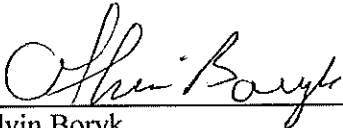
**F. Counterparts.**

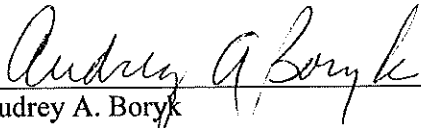
This Agreement may be executed in multiple counterparts and shall be effective when such counterparts are executed by and delivered to all signatory Parties. Such counterparts shall be taken to be one and the same original document with the same effect as if all Parties hereto had signed the same document. Any executed signature page of this Agreement may be detached from any counterpart and attached to another counterpart containing the signature pages with the signatures of all other signatory Parties to this Agreement.

**This is the end of page 7.**

IN WITNESS WHEREOF, Seller, Buyer and Escrow Agent/Title Company have hereunto set their hands at the place and date set forth beneath their signatures.

Seller:

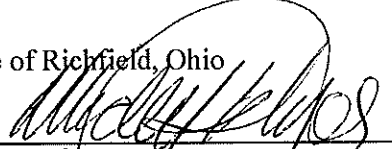
  
\_\_\_\_\_  
Alvin Boryk

  
\_\_\_\_\_  
Audrey A. Boryk

\_\_\_\_\_  
(place)

\_\_\_\_\_  
(date)

Buyer:

Village of Richfield, Ohio  
By:   
\_\_\_\_\_  
Mayor Michael K. Lyons

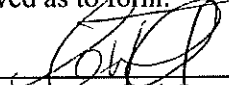
By:   
\_\_\_\_\_  
Finance Director Eleanor Lukovics

\_\_\_\_\_  
(place)

\_\_\_\_\_  
(date)

Charles T. Riehl, Law Director  
Walter and Haverfield, LLP  
1301 East 9<sup>th</sup> Street, Suite 3500  
Cleveland Ohio 44114  
Telephone: 216-928-2895

Approved as to form:

By:   
\_\_\_\_\_  
Charles T. Riehl, Law Director

\_\_\_\_\_  
(place)

\_\_\_\_\_  
(date)

Escrow Agent/Title Company:

Lawyer's Title Insurance Corporation  
Attn: Jim Berry, Esq.  
195 S. Main Street, Suite 202  
Akron, Ohio 44308  
Telephone: 330-762-3029  
Fax: 330-873-9529  
[jberry@landam.com](mailto:jberry@landam.com)

By: \_\_\_\_\_

\_\_\_\_\_  
(place)

\_\_\_\_\_  
(date)

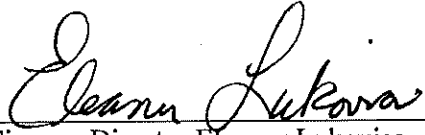
Seller's attorney:

Roger Wadsworth  
8748 Brecksville Road  
Brecksville, OH 44141  
Telephone: 440-526-1500  
Fax: 440-546-9201  
Email: [Rogerwads@hotmail.com](mailto:Rogerwads@hotmail.com)

Buyer's attorney:

Ziegler, Metzger & Miller LLP  
Christopher E. Soukup  
925 Euclid Avenue, Suite 2020  
Cleveland, Ohio 44115  
Telephone: (216) 781-5470  
Fax: (216) 781-0714  
Email: [csoukup@zieglermetzger.com](mailto:csoukup@zieglermetzger.com)

Director of Finance of the Village of Richfield hereby certifies that the monies required to meet the obligations of the Village during the fiscal year 2008 under the foregoing agreement have been lawfully appropriated by the Council of the Village for such purposes and are in the Treasury of the Village or in the process of collection to the credit of an appropriate fund free from any previous encumbrances pursuant to Ohio Revised Code Section 5705.41.

By:   
Finance Director Eleanor Lukovics

Dated: \_\_\_\_\_, 2008

DESCRIPTION OF LAND

Situated in the city of Richfield \_\_\_\_\_, County of Summit \_\_\_\_\_ and State of Ohio and known as being

part of Lot #9 , Tract 2 and is bounded and described as follows: Beginning at the Northwest corner of land owned by Charles W. Woods\*thence running south 1/4 degrees East 18 chains 95 links, to land owned by heirs of Sheldon E. Phelps thence west 8 chains, 82 links to land owned by John Ault, thence North 1/4 degrees east 18 chains 95 links to a point in the center of the highway, which point is known as being 13.27 1/4 chains westerly measured along the center line of said east and west road from the point of intersection of said center line with the prolongation northerly of the easterly line of lot #9, tract #2, thence east along the center of the east and west highway 8 chains 82 links to the place of beginning, excepting therefrom the following land insaid Richfield Township. FIRST EXCEPTION: Situated in the Township of Richfield, County of Summit, and State of Ohio, and known as being part of lot #9 and the Center line of the Camden-LaGrange-Richfield Road which point is 293.87 feet West of the Northeast corner of said lot No.9 thence west, along the north line of said lot #9 and the center line of said Camden-LaGrange-Richfield Rd., a distance of 356 feet to a point thence south 0 degrees 35' west, parallel to the east line of said lot #9, a distance of 1250.70 ft. to an iron pipe,\*\*thence east parallel to the north line of said lot number 9, a distance of 356 feet to a marked sandstone, thence North 0 degrees 35' East parallel to the east line of said lot #9 a distance of 1250.70 ft. to the place of beginning and contains 10.22 acres of land, be the same more or less but subject to all legal highways, as surveyed by W.S. Mathews in December, 1943. SECOND EXCEPTION: Situated in the township of Richfield , County of Summ t and state of Ohio, known as beginning at a point in the north line of said Lot #9 and the center line of the Camden-LaGrange-Richfield Road, which point is 780.99 feet west of the northeast corner of said lot no. 9. Thence West, along the north line of said lot #9 and the center line of said Camden-LaGrange-Richfield Rd. a distance of 95 feet to a point. Thence south 0 degrees 35' West parallel to the east line of said lot #9 a distance of 300.00 feet to an iron-pipe\*\*\*. Thence East, parallel to the north line of said lot #9 a distance of 95 feet to an iron pipe. Thence North 0degrees 35' east a distance of 300.00 from the beginning, and contains 0.65 acres of land subject to all legal highways.

\*Beginning point more fully described as follows: Beginning at a point in the north line of Streetsboro Road, S.R. 303 which point is 293.87 feet west of the northeast corner of said Lot No. Nine.

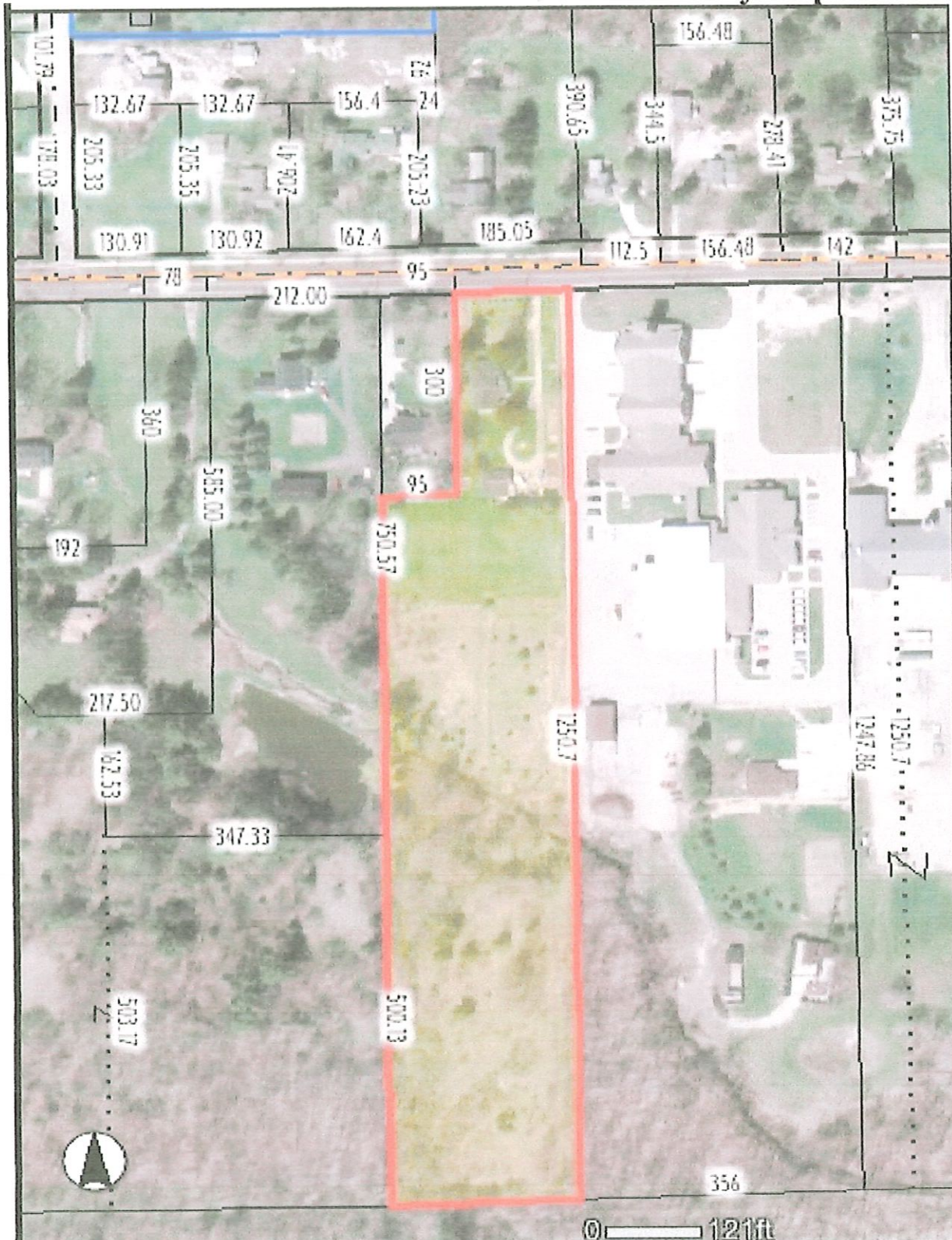
\*\*Tract number two further bounded and described as follows, to wit; \*\*\*now known as Streetsboro Rd., S.R. 303; /

\*\*\*\*(iron pipe is set on this line 30 feet from the center line of said Camden-LaGrange Road)

\*\*\*\*\*parallel to the east line of said Lot No. 9

ALSO KNOWN AS: 4468 Streetsboro Road  
Richfield, Ohio

Parcel No.: 50-00116



*Exhibit B*

Residence Parcel  
Legal Description

Exhibit C-1

**PROPOSED PARCEL NO. 2 (REMAINDER PARCEL)**  
**1.832 Acres**

Situated in the Village of Richfield, County of Summit and State of Ohio, and known as being a part of Original Richfield Township Lot 9, Tract 2 in the Village of Richfield, and more fully described as follows:

COMMENCING at a point at the northeast corner of Lot 9, Tract 2, and the intersection of the centerline of right of way of West Streetsboro Road (SR 303) 60 feet and Humphrey Road (TR 181) 60 feet;

Thence S 88° 41' 02" W along the north line of Lot 9 and the centerline of West Streetsboro Road, a distance of 649.87 feet to a point at the northwest corner of the parcel of land now or formerly owned by the Village of Richfield as recorded in Deed No. 55018033 of the Summit County Records, and the TRUE PLACE OF BEGINNING of the parcel described therein;

Thence S 00° 50' 00" E along the west line of said Village of Richfield property, passing over a 1-inch pipe at 30.00 feet and a 1/2-inch rebar with "H&A LTD" cap at 299.23 feet, a distance of 479.69 feet to an iron pin set;

Thence S 88° 41' 02" W, a distance of 225.87 feet to an iron pin set on the east line of a parcel of land now or formerly owned by Barbara J. Starkey as recorded in Reception No. 54139545 of the Summit County Records;

Thence N 00° 48' 53" W, a distance of 179.69 feet to a point at the southwest corner of a parcel of land now or formerly owned by Peter A. and Lynn M. Fatuca as recorded in Reception No. 54674284 of the Summit County Records, referenced by a 3/4-inch iron bar found 0.47 feet north and 0.88 feet west;

Thence N 88° 41' 02" E along the south line of said Fatuca property, a distance of 95.00 feet to a point at said Fatuca southeast corner, referenced by a 3/4-inch iron bar found 0.98 feet west;

Thence N 00° 48' 53" W along the east line of said Fatuca property, passing over a 3/4-inch pipe found at 270.00 feet, a distance of 300.00 feet to a point on the north line of Lot 9 and the centerline of right of way of West Streetsboro Road;

Thence N 88° 41' 02" E, along the north line of Lot 9 and the centerline of right of way of West Streetsboro Road, a distance of 130.72 feet to the TRUE PLACE OF BEGINNING and containing 1.832 acres of land, more or less, as surveyed in October of 2008 by McCoy Associates, Inc., a division of KCI Technologies, under the direct supervision of Leland B. Dillworth, Registered Surveyor No. 7481.

The basis of bearings in this description is relative to NAD 83 Ohio State Plane Grid Datum, North Zone, which was derived from Summit County GIS control network. The distances shown are based on ground distances.

Iron pins set in the above description are 5/8-inch x 30-inch rebar set with cap inscribed "L. Dillworth PS 7481."

*Leland B. Dillworth*  
11-5-08  
STATE OF OHIO  
LELAND B. DILLWORTH  
S-7481  
REGISTERED PROFESSIONAL SURVEYOR



Rear Parcel  
Legal Description

Exhibit D

**PROPOSED PARCEL NO. 1**  
**4.000 Acres**

Situated in the Village of Richfield, County of Summit and State of Ohio, and known as being a part of Original Richfield Township Lot 9, Tract 2 in the Village of Richfield, and more fully described as follows:

COMMENCING at a point at the northeast corner of Lot 9, Tract 2, and the intersection of the centerline of right of way of West Streetsboro Road (SR 303) 60 feet and Humphrey Road (TR 181) 60 feet;

Thence S 88° 41' 02" W along the north line of Lot 9 and the centerline of West Streetsboro Road, a distance of 649.87 feet to a point at the northwest corner of the parcel of land now or formerly owned by the Village of Richfield as recorded in Deed No. 55018033 of the Summit County Records;

Thence S 00° 50' 00" E along the west line of said Village of Richfield property, passing over a 1-inch pipe at 30.00 feet and a 1/2-inch rebar with "H&A LTD" cap at 299.23 feet, a distance of 479.69 feet to an iron pin set and the TRUE PLACE OF BEGINNING of the parcel described therein;

Thence S 00° 50' 00" E continuing along the west line of said Village of Richfield property, a distance of 771.01 feet to a point on the north line of a parcel of land now or formerly owned by the Village of Richfield as recorded in Deed No. 55389030 of the Summit County Records referenced by a 1/2-inch rebar with destroyed cap found 0.80 feet north;

Thence S 88° 41' 06" W along the north line of said Village of Richfield property, a distance of 226.12 feet to a point at the southeast corner of a parcel of land now or formerly owned by the Village of Richfield as recorded in Deed No. 55223384 of the Summit County Records referenced by a 5/8-inch rebar found 1.03 feet north and 0.16 feet east;

Thence N 00° 48' 53" W along the east line of said Village of Richfield property and the east line of a parcel of land now or formerly owned by Barbara J. Starkey as recorded in Reception No. 54139545 of the Summit County Records, a distance of 771.01 feet to an iron pin set passing over a 5/8-inch rebar with "RS 4548" cap found at 500.86 feet;

Thence N 88° 41' 02" E, a distance of 225.87 feet to the TRUE PLACE OF BEGINNING and containing 4.000 acres of land, more or less, as surveyed in October of 2008 by McCoy Associates, Inc., a division of KCI Technologies, under the direct supervision of Leland B. Dillworth, Registered Surveyor No. 7481.

The basis of bearings in this description is relative to NAD 83 Ohio State Plane Grid Datum, North Zone, which was derived from Summit County GIS control network. The distances shown are based on ground distances.

Iron pins set in the above description are 5/8-inch x 30-inch rebar set with cap inscribed "L. Dillworth PS 7481."

*Leland B. Dillworth*  
11-05-08  
STATE OF OHIO  
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ADDENDUM ADISCLOSURE OF INFORMATION ON LEAD-BASED PAINT  
AND/OR LEAD-BASED PAINT HAZARDS

## Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazard is recommended prior to purchase.

## Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazard in the housing.
- (b) Records and reports available to the Seller (check (i) or (ii) below):
- (i) \_\_\_\_\_ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)
- (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## Buyers Acknowledgment (Initial)

- (c) \_\_\_\_\_ Buyer has received copies of all information listed above.
- (d) \_\_\_\_\_ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) \_\_\_\_\_ Buyer has (check (i) or (ii) below):

(i) \_\_\_\_\_ Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) \_\_\_\_\_ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

*Oliver Bayle*  
Seller

\_\_\_\_\_  
Date

*Audrey A. Bayle*  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT**

1. A. Ronald J. Boryk ("Buyer") offers and agrees to buy and Village of Richfield ("Seller") agrees to sell the property described below. The "date of this Agreement" shall mean the date it has been signed by all parties.

B. Buyer acknowledges that Seller is purchasing the Property from Alvin and Audrey Boryk ("Previous Owner") as part of a transaction involving the entire property owned by the Previous Owner ("Previous Owner's Property"). Seller will be retaining ownership of the rear portion of the PO Property and intends to immediately convey to Buyer the front portion of the Previous Owner's Property constituting the Property being sold pursuant to this Agreement.

2. THE PROPERTY.

Address: 4468 Streetsboro Road, Richfield, Ohio

Permanent Parcel No.: 5000116

Check here  if a full legal description is attached hereto as an exhibit.

The "Property" shall include the land described above, all easements, hereditaments, appurtenances, all buildings and fixtures in their present condition, and all of the following items as are now in the property: electrical, heating, plumbing and bathroom fixtures; light bulbs; window treatments and related hardware; awnings; screens; screen doors; storm windows and doors; landscaping; TV antenna; satellite dish; radiator covers; built in appliances; tacked down carpeting; garage door openers and controls; attached smoke and/or fire detectors and security systems; fireplace grates and screens; and attached mirrors.

Additional items included: \_\_\_\_\_

Items excluded: \_\_\_\_\_

3. PURCHASE PRICE. The price shall be \$160,000.00 ("Purchase Price), to be paid as follows:

A. \$\_\_\_\_\_ Earnest money deposit ("Deposit") in the form of a check payable to the Title Company (as hereinafter defined) to be delivered to Seller and deposited in escrow within 3 days following the date of this Agreement.

B. \$\_\_\_\_\_ The proceeds of Buyer's financing pursuant to Paragraph 4.

4. CONTINGENCIES.

A. Buyer's obligations hereunder are conditioned upon Buyer obtaining appropriate financing for Buyer's purchase of the Property. Buyer agrees to pursue such financing diligently

and in good faith. Either party may terminate this Agreement if the aforementioned financing is not obtained on or before \_\_\_\_\_, 2008 ("Financing Deadline").

B. Seller's obligations hereunder are conditioned upon Seller acquiring the Property from the Previous Owner and approval by the Council of the Village of Richfield pursuant to duly enacted ordinance.

5. CONDITION OF THE PROPERTY; DISCLOSURES.

A. Purchase of the Property "As-Is". Buyer and Seller agree that the property is being purchased and sold in its present condition, "AS IS," without any warranties or representations.

B. Lead Based Paint. The Property was constructed prior to 1978 and Seller has provided to the Buyer a lead based paint warning statement (pursuant to Addendum A attached hereto which shall be completed by the Parties) and lead based paint warning pamphlet as required by Federal Law.

C. Private Inspection. Buyer waives any private inspection of the Property.

6. DAMAGE. Previous Owner shall bear the risk of loss to the Property and Seller shall require Premises Owner to maintain adequate insurance until title transfer. If any portion of the Property is damaged or destroyed prior to Closing, Seller shall cause the Previous Owner to promptly provide written notification to Buyer of such damage and the cost of repair. Buyer shall complete the transaction and receive the proceeds of any insurance payable for damage to the Property plus a credit at Closing equal to the amount of the "deductible."

7. TITLE.

A. Seller shall convey marketable title to the Property to Buyer or Buyer's nominee, by limited warranty deed ("Deed"), free and clear of all liens and encumbrances except the "Permitted Exceptions", defined as follows: (1) real estate taxes and assessments both private and public, which are not yet due and payable; (2) zoning ordinances, if any; (3) restrictions, conditions, reservations, and easements of record, if any, which do not materially and adversely affect the use or value of the Property.

B. Seller shall furnish Buyer with an ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price ("Title Policy") issued by Lawyers Title Insurance Company ("Title Company") insuring title to the Property to be good in Buyer as of the filing of the Deed for record, subject only to the Permitted Exceptions.

C. Seller shall furnish a copy of the commitment for the Title Policy, which shall include the results of a special tax search ("Title Commitment") to Buyer and Buyer's lender, if any, and their respective attorneys, if any, not less than 15 days prior to the Closing Date. The

Title Commitment shall be deemed accepted unless a written objection is given by Buyer to Seller within 7 days after receipt ("Title Objections").

D. If Buyer objects as provided in 7C, Seller shall have 10 days after receipt of the Title Objections to provide Buyer with evidence to Buyer's satisfaction that the Title Objections have been removed or will be removed at Closing, failing which, Buyer may elect to: (1) accept title subject to the Title Objections without reduction in the Purchase Price, or (2) terminate this Agreement by giving written notice to Seller and the Escrow Agent within 10 days after such initial 10-day period has expired. If Buyer shall fail to timely elect to terminate then Buyer shall be deemed to have waived the Title Objections.

8. ESCROW. The Escrow Agent for this transaction shall be the Lawyers Title Insurance Company. Buyer shall deliver to the Escrow Agent a copy of this Agreement, which shall serve as its escrow instructions for this transaction. The Escrow Agent may accept this escrow subject to its standard conditions of acceptance of escrow, to the extent they are not inconsistent with this Agreement.

9. CLOSING AND DELIVERY OF POSSESSION. All documents and funds and/or financial institution commitments for funds necessary to complete this transaction shall be placed in escrow in sufficient time to permit transfer of title on the Closing Date. The Escrow Agent shall file the Deed for record ("Closing") and complete this transaction in accordance with the provisions of this Agreement concurrently with Seller's acquisition of the Previous Owner's Property, subject to extension for curing Title Objections, as provided in 7C, or on such other date as Buyer and Seller may agree in writing ("Closing Date"), provided that the Escrow Agent has received all funds and documents required to be deposited with it for the Closing and the Title Company agrees to issue the Title Policy. Seller shall deliver possession of the Property to Buyer, free of any tenants' possessory rights, broom clean, at 6:00 p.m. on the Closing Date, unless the parties otherwise agree in writing.

10. PRORATIONS, CHARGES AND CREDITS.

A. Real estate taxes, assessments (general and special), and other items shown on the tax duplicate shall be prorated as between Previous Owner and Buyer as of the Closing date (charging/crediting items applicable to the Closing Date to Seller), using as the basis for the proration of taxes and assessments the rate and valuation shown for the Property on the last available tax duplicate in a fair and equitable manner based upon the relative proportions of the acreage between the Property and the portion of the Previous Owner's Property retained by Seller.

B. Seller shall cause Previous Owner to order final meter readings to be made as of the Closing Date for all utilities serving the Property and Seller shall pay all final bills rendered from such meter readings. To secure the payment of the final water and sewer charges the Escrow Agent is authorized to withhold \$200.00 from Previous Owner's funds until the Escrow

Agent has received evidence to its satisfaction that such charges have been paid in full, but Seller's liability for payment of such charges shall not be limited to the amount so withheld.

C. The Escrow Agent shall charge to Seller: (1) the cost for the title examination and one-half of the premium for the Owners Title Policy; (2) any conveyance fee and transfer taxes; (3) the amount due to Buyer for any prorations or credits under this Agreement; and (4) one-half the escrow fee.

D. The Escrow Agent shall charge to Buyer: (1) the cost of the Title Commitment; (2) one-half of the premium of the Owners Title Policy, the cost of a Lender's Policy, if any, and any endorsements; (3) the cost of recording the Deed; (4) any costs incurred in connection with Buyer's financing for this transaction; and (5) one-half the escrow fee.

E. The Escrow Agent shall charge to the party benefited any other charges not specified in (C) and (D).

11. NOTICE. All notices given pursuant to this Agreement shall be communicated in writing by: (a) hand delivery; (b) U.S. Mail; (c) facsimile; or (d) electronic mail; and shall be deemed given upon actual receipt.

12. TERMINATION. If a party has performed its obligations under this Agreement and, being entitled to do so, that party has elected to terminate this Agreement, then that party shall give the other party and the Escrow Agent written notice of the termination within 3 days following the date on which the right to terminate arose (or such other date as specified herein). Except as otherwise specified in this Agreement, upon any such permitted termination, the parties shall sign a Mutual Release and instruct the Escrow Agent to promptly return all funds (including the deposit) and documents to the party which deposited them, whereupon Seller, Buyer, and the Escrow Agent shall be relieved of liability hereunder, except that Seller shall be liable for the title examination charges, if any, incurred prior to the termination.

13. TIME. Time is of the essence of this Agreement.

14. BUYER DEFAULT; REMEDIES. If Buyer fails to pay the Purchase Price promptly when the same shall become due, or defaults in the performance of any covenant or agreement herein contained, and such failure or default continues for 5 days following written notice from Seller, then Seller may terminate this Agreement. Upon such termination, Seller shall pursue any legal or equitable remedies available for the breach.

15. SELLER DEFAULT, REMEDIES. If Seller fails to perform any obligation imposed by this Agreement, and such failure continues for 5 days following written notice from Buyer, then Buyer may elect to terminate this Agreement. Buyer thereafter shall be entitled to pursue thereafter any other legal or equitable remedies as a result of the breach.

16. ENTIRE AGREEMENT. This Agreement, including any Addenda, constitutes the entire agreement between the parties. No other conditions, representations, warranties or agreements, expressed or implied, have been made or relied upon by Buyer or Seller. The representations, warranties and agreements contained in this Agreement shall survive the transfer of title. Any modifications to this agreement shall be in writing signed by both parties.

17. PARTIES BOUND AND BENEFITED. This Agreement shall bind and benefit the parties hereto and their respective heirs, personal representatives, successors and assigns.

18. REAL ESTATE BROKER. No real estate broker is owed a commission in connection with the sale of the Property. Each party represents and warrants to the other that it did not engage the services of any real estate broker or agent in connection with this transaction, except as specifically provided herein, and each party agreed to indemnify and save the other party harmless from all claims and liabilities arising out of the breach by it of the foregoing representation and warranty.

**THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF YOU HAVE ANY QUESTIONS OF LAW, CONSULT YOUR ATTORNEY.**

BUYER:

SELLER:

Village of Richfield, Ohio

\_\_\_\_\_  
Ronald J. Boryk

By: \_\_\_\_\_  
Mayor Michael K. Lyons

By: \_\_\_\_\_  
Finance Director Eleanor Lukovics

\_\_\_\_\_  
(place) (date)

\_\_\_\_\_  
(place) (date)

Charles T. Riehl, Law Director  
Walter and Haverfield, LLP  
1301 East 9<sup>th</sup> Street, Suite 3500  
Cleveland Ohio 44114  
Telephone: 216-928-2895

Approved as to form:

By: \_\_\_\_\_  
Charles T. Riehl, Law Director

\_\_\_\_\_  
(place) (date)

Escrow Agent/Title Company:  
Lawyer's Title Insurance Corporation  
Attn: Jim Berry, Esq.  
195 S. Main Street, Suite 202  
Akron, Ohio 44308  
Telephone: 330-762-3029  
Fax: 330-873-9529  
[jberry@landam.com](mailto:jberry@landam.com)

By: \_\_\_\_\_

\_\_\_\_\_  
(place) (date)

Buyer's attorney:  
Ziegler, Metzger & Miller LLP  
Christopher E. Soukup  
925 Euclid Avenue, Suite 2020  
Cleveland, Ohio 44115  
Telephone: (216) 781-5470

11/21/08 11:00 a.m.

Resolution No. 67-2008  
EXHIBIT B

Fax: (216) 781-0714

Email: [csoukup@zieglermetzger.com](mailto:csoukup@zieglermetzger.com)