

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH RICHARD AND LINDA DORONY FOR THE PURCHASE OF PROPERTY AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into an Agreement for the Purchase and Sale of Real Estate with Richard and Linda Dorony, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. That there is hereby appropriated the sum of \$290,000 from the Capital Improvement Fund.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to purchase a valuable property at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: November 17, 1998

Michael Lyons  
President of Council

Donald H. Larsen  
Mayor

Dated: November 18, 1998

ATTEST:

Carol Gibson  
Clerk of Council



GENEVA CHERVENIK REALTY, INC.

3589 DARROW ROAD, STOW, OHIO 44224

(330) 44 FAX (330) 686-1363



AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

1) GENERAL TERMS RICHARD & LINDA DORONY (SELLER) agrees to sell and THE VILLAGE OF RICHFIELD (BUYER) agrees to purchase upon the following terms the property known as: 4506 STREETSBO RD RICHFIELD OHIO SUMMIT (Address) (City) (County) (Zip) PPN# 50-02277 through the agency(s) of GENEVA CHERVENIK REALTY, INC. and REALTOR(S)

EXHIBIT "A"

INCLUDED IN THE SALE: THE REAL ESTATE shall include the land, together with all improvements, fixtures and all the following items if they are now located on the REAL ESTATE and used in connection therewith: electrical, plumbing, heating and air conditioning equipment including window units, bathroom fixtures, awnings, all window coverings and their rods and fixtures, ceiling fans, smoke detectors, mail boxes, all items used with fireplace, window/door screens, storm windows/doors, shrubbery/landscaping, affixed mirrors/floor covering, wall-to-wall carpeting, television aerials/cable operating boxes, water softeners, garage door openers/operating devices, ranges/oven/dishwashers/garbage disposers/trash compactors/humidifiers, and all affixed/built-in furniture fixtures, and utility/storage buildings or sheds, swimming pools and equipment; (strike all items not included) also FREEZER

Seller warrants that all such items are owned free of liens and encumbrances.

2) PAYMENT THE BUYER AGREES to pay the Seller the sum of TWO HUNDRED + EIGHTY SEVEN THOUSAND NINE HUNDRED Dollars (\$ 287,900 ). as follows: \$ CASH C CHECK When Buyer signs the Agreement } To be deposited with listing REALTOR, \$ CASH C CHECK When Seller signs this Agreement } or its assigns, upon acceptance of this offer. \$ DOWN PAYMENT \$ 287,900 Balance by CASH Type of loan

3) DEPOSIT Buyer has deposited with Broker the sum receipted above, which shall be returned to Buyer, upon Buyer's request, if no contract has been entered into. Upon acceptance of this contract by both parties, Broker shall deposit such amount in its trust account to be disbursed, subject to collection by Broker's depository, as follows: (a) if Seller fails or refuses to perform, or any contingency is not satisfied or waived, the deposit shall be returned; (b) deposit shall be applied on purchase price or returned to buyer when transaction is closed; (c) if Buyer fails to perform, the deposit shall be returned to Buyer, unless the Seller, upon receiving notice of the Buyer's failure, demands in writing the earnest money deposit within 5 calendar days of receiving the notice. In the event a demand is made by Seller, Broker shall retain the deposit until (i) Buyer and Seller have settled the dispute; (ii) disposition has been ordered by a final court order; or (iii) Broker deposits said amount with a court pursuant to applicable court procedures.

4) SPECIAL CONDITIONS SUBJECT TO RELEASE OF FIRST CONTRACT 5) MORTGAGE Buyers shall use their best efforts to obtain loan approval at prevailing interest rates. Buyer shall make application(s) within five days after receipt of a fully executed copy of this agreement. In the event Buyer has not obtained loan approval within days, this agreement may, at Seller's written election, be rescinded; or if Buyer receives written loan denial, this Agreement shall be considered null and void, whereupon all monies, notes or other forms of indebtedness held in escrow shall be promptly refunded to Buyer and no further liability shall exist between Seller, Buyer, REALTOR and Co-REALTOR. Seller agrees to pay \$ dollars for discount points, loan fees and/or Buyers closing costs to be applied to discount points first. Buyer understands application fees are not refundable and do not apply towards the purchase price.

6) DEED The deed will be in the names of (Legal Name) THE VILLAGE OF RICHFIELD

Seller shall furnish at his expense, a general warranty deed free from all encumbrances which shall except reservations, restrictions, easements, conditions, zoning ordinances, legal highways, if any, of record, and taxes and assessments not yet due and payable.

7) ESCROW Closing is defined as the date of filing of the deed to the Buyer and is NOT necessarily the date of disbursement of Seller's proceeds, Buyer and Seller agree to deposit in Escrow with GENEVA CHERVENIK REALTY, INC., and/or assigns, all monies, and documents necessary to close this sale, on or about 10 days after loan approval. \*Time is of the essence\*, and the deed shall be recorded on or about 11/20/98. ESCROW FEES, when required, shall be paid 1/2 by the Seller, and 1/2 by the Buyer. For V.A. financing, Seller shall pay the total fee.

8) POSSESSION Seller agrees to deliver possession to the Buyer (in the same condition as of the date of signing of this agreement) on or before noon, 45 days after deed filing subject to tenancy, if any. Buyer agrees to contract for his/her utilities commencing on date of possession. Seller agrees that if he/she does not deliver possession as agreed Seller shall pay \$ per day to Buyer, but not to exceed days.

9) TITLE The Seller agrees to pay for a Title Search and one half of insuring premium for Owners Title Insurance Policy. The Buyer agrees to pay the balance of the premium for the Owners Title Insurance Policy and any cost or charges the Lender may require for a Lenders Title Insurance Policy.

10) SELLERS EXPENSE The undersigned SELLER irrevocably instructs the Escrow Agent to pay the Brokerage Fee described in the listing agreement between SELLER and Listing Broker, to be divided in accordance with Listing Brokers agreement with Selling Broker, cost of preparing the deed, the state and county transfer taxes, plus the title expense as defined in section 9 above, prorated taxes and assessments, wood destroying insect inspection and the escrow fee as defined in section 7 above, FHA document preparation fee, if required, and BROKERAGE FEE TO BE 5% OF \$100,000 + 3 1/2% OF REMAINDER.

11) BUYER'S EXPENSE The Buyer shall pay the cost of filing the deed and any other Buyer expenses of the mortgage and escrow fee, plus one half of the title expense, as defined in section 9 above and

12) TAXES AND ASSESSMENTS Taxes and certified assessments shall be pro-rated as of the date the deed is filed. The proration shall be based on the latest tax duplicate, or if the tax duplicate is not yet available, a pro-rated amount shall be held in escrow with the title company, based on the Auditor's estimate of taxes, or if not available on 30% of the selling price, and shall be disbursed to and adjusted between the parties when taxes are rendered for payment. Buyer agrees to assume all taxes and assessments, certified or uncertified, except for those that FHA or VA require Seller to pay remaining balance in full.

13) TENANTS If this is rental property, then upon the filing of the deed, all rental deposits shall be paid to the Buyer and all rents shall be pro-rated to the date of the deed filing.

14) VACANT LAND Should the sale involve the purchase of a vacant lot requiring septic approval, then Buyer agrees to apply for a septic system permit at his expense within 5 days of receipt of a signed copy of this agreement and if such permit is denied or not granted within 30 days thereafter, the Buyer shall have the option to declare this agreement void and to have all purchase monies and/or deposits returned.

15) WOOD DESTROYING INSECTS An inspection shall be made of all structures on said premises by a licensed inspection or exterminating agency and such agency's written report made available to Buyer before closing. If such report shows existing infestation or damage by termites, or wood destroying insects, necessary repairs shall be made by the Seller and treatment of the condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in the case of other wood destroying insects. All inspections, repair and treatment costs shall be paid by Seller, however, agreement may be voided by Seller if estimated costs of structural repair exceeds \$ 1,000 dollars.

16) INSPECTION SELLER does not warrant the property or any of its structures, systems, or appliances. BUYER shall have the right to inspect the property with any qualified professional(s) BUYER chooses and to order and review a Preliminary Title Report, at BUYER'S sole election and expense, within 14 days after Acceptance. If BUYER is not satisfied with the inspection and/or title reports, and BUYER so notifies SELLER in writing within the inspection period, then SELLER may either 1) correct the unsatisfactory conditions or 2) void this Agreement whereupon earnest monies on deposit shall be returned to BUYER. BUYER may waive any defects and accept the property AS IS. If BUYER does not inspect, inspection is waived and BUYER takes the property AS IS. After inspection and correction, if any, BUYER accepts property AS IS. This inspection is not for discovery of cosmetic or other visual deficiencies, or to bring the property up to building codes.

17) HOME WARRANTY Purchaser acknowledges the availability of a 1-Year Limited Home Warranty Protection Plan from Homeowners Association of America which WILL NOT be provided at a cost of \$ charged to SELLER L/PURCHASER from escrow at closing. Seller and Purchaser acknowledge that this Limited Home Warranty Plan will not cover any pre-existing defects in the property.

18) ACCEPTANCE IF THIS OFFER IS NOT ACCEPTED by Seller on or before 19, it becomes void. The deposit made by Buyer may be returned to the Buyer without any liability to either party or Realtor.

19) DEFAULT Buyers/Sellers understand this to be a legally binding agreement requiring performance.

20) INSURANCE The "risk of loss" shall remain with the Seller until filing date of Deed or land installment contract for record. On or before such date, Buyer shall obtain adequate fire and extended insurance coverage. If any of the improvements on subject premises are substantially damaged by fire or other casualty prior to filing date of Deed or land installment contract Buyer shall have the option to (1) accept the proceeds of Seller's insurance policy or policies in lieu of repair or restoration by Seller or, (2) to void this agreement in which event all deposits will be promptly refunded to Buyer and there shall be no further liability, by, between, or among Seller, Buyer and REALTOR.

21) Buyers and Sellers agree that Geneva Chervenik Realty, Inc. may make "New Neighbor" announcements.

EXPLAIN ANY STATEMENT(S) THAT YOU AS BUYER/SELLER HAVE RELIED ON THAT IS/ARE NOT WRITTEN OR PRINTED HEREIN.

BUYER NONE

INITIAL [Signature]

SELLER NONE

INITIAL [Signature]

THIS AGREEMENT MAY BE SIGNED IN MULTIPLE COUNTER PARTS AND FACSIMILE (FAX) SIGNATURES CONSTITUTES A VALID SIGNING OF THIS AGREEMENT.

DATE 11/4/98 DATE 11-5-98 BUYER [Signature] SELLER [Signature] SS# 291-34-361 BUYER [Signature] SELLER [Signature] SS# 287-94-7227 ADDRESS 4450 Streetsboro Rd (PO Box 387) RICHFIELD OHIO 44286 ADDRESS 4506 STREETSBO RD RICHFIELD OHIO 44286 TELEPHONE 330 659-9201 TELEPHONE 330 659 4207 WITNESS/AGENT [Signature] FILE # 376334 WITNESS/AGENT [Signature] FILE # 376334 SELLING COMPANY GENEVA CHERVENIK REALTY LISTING COMPANY GENEVA CHERVENIK REALTY



Geneva Chervenik Realty, Inc.  
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(330) 686-1644  
1-800-815-1644  
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## 4506 Streetsboro Road, Richfield

\$287,900

Beautiful 10 Acres W/Stocked Pond & Creek  
Enclosed Sun Porch  
Large Master W/Bath  
2 Fireplaces  
Eat-in Kitchen

3-4 Bedroom Raised Brick Ranch  
Walk-out Lower Level (Possible 2<sup>nd</sup> Living Area)  
Central Air  
12 x 10 Workshop  
1<sup>st</sup> Floor Laundry

**Cross Street:** Route 21  
**MLS #:** 1030323  
**Type:** Ranch  
**Bdrms/Bath:** 4 bedrooms/2.5 baths  
**Age:** 41 years old  
**Lot Size:** Irreg 10 Acres  
**Taxes:** \$1,500 per half  
**Heating/Air:** Gas Hot Water/Central Air  
**Water/Sewer:** Well/Public Sewer  
**Basement:** Full  
**Garage:** Two Car Garage  
**Elementary:** Revere  
**Junior High:** Revere  
**Senior High:** Revere  
**Appliances:** Dishwasher, Freezer, Disposal, Range/Oven

Room	Size	Level	Floor
Living Room	24 x 13	2	Carpet
Dining Room	12 x 09	2	Carpet
Kitchen	09 x 09	2	Linoleum
Family Room	22 x 12	1	Vinyl
Master	16 x 14	2	Carpet
Bedroom 2	11 x 13	2	Wood
Bedroom 3	13 x 13	2	Wood
Workshop	12 x 10	1	
Sun Room	07 x 14	2	Carpet
Bath		Master	
Bath		2	
Lav		1	

### For More Information Call Joe Procaccio

\*Home 929-8373 \*Voice Tel 258-9129 \*Business 686-1644 \*Fax 686-1363

