

ORDINANCE NO. 2026-08
INTRODUCED BY: Mayor Bodnar

AN EMERGENCY ORDINANCE

AUTHORIZING AND DIRECTING THE MAYOR AND PRESIDENT OF COUNCIL TO ENTER INTO A PURCHASE AND SALE AGREEMENT, SETTING FORTH THE TERMS AND CONDITIONS OF THE SALE OF CERTAIN VACANT REAL PROPERTY OWNED BY MAYFIELD VILLAGE, OHIO, LOCATED AT 691 SOM CENTER ROAD, KNOWN AS PERMANENT PARCEL NUMBER 831-22-032, NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND TO ONLY BE USED FOR THE CONSTRUCTION OF ONE NEW SINGLE FAMILY RESIDENTIAL HOME

WHEREAS, the Village is the owner of certain vacant real property located at 691 SOM Center Road (hereinafter individually referred to as the “Property”); and

WHEREAS, the Property was strategically acquired by the Village in 2007, to be used for the widening of SOM Center Road and the creation of the underpass, greenway trail, and scenic overlook; and

WHEREAS, since it was acquired, the remaining Property has been maintained by the Village as greenspace, pending a possible future redevelopment plan; and

WHEREAS, in 2007, the Property was comprised of two separate permanent parcels which were consolidated in 2025 into one new parcel, now known as Permanent Parcel No. 831-22-032, and is restricted to be used for only one single family residential home; and

WHEREAS, the Property was listed for sale in 2025, but did not garner any significant interest or offers; and

WHEREAS, the Property was recently repriced and relisted for sale in April of 2026, and in response to the listing, four (4) competitive offers were received, the most competitive being offered by Michael R. Arth; and

WHEREAS, the Ohio Constitution Article XVIII grants a municipal corporation the powers of local self-government, which include the legislative power to determine whether land, which has been conveyed to it in fee simple for a public use or purpose, with no provision for forfeiture or reversion, is no longer needed for municipal purposes, and to dispose of such property where it is done for a public purpose of interest and advantage to the inhabitants of the municipal corporation; and

WHEREAS, the Village, as a result of listing the Property for sale, desires to sell the Village Property to Michael R. Arth and enter into a Purchase and Sale Agreement to set forth the respective rights, agreements and obligations of the parties and finds the same to be in the best interest of the Village and its residents.

BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The recitals set forth above are incorporated herein by reference.

SECTION 2. The Council of Mayfield Village, Ohio hereby determines that the certain vacant real property located at 691 SOM Center Road, known as permanent parcel number 831-22-032, and owned by Mayfield Village is no longer needed for any municipal purpose.

SECTION 3. Based upon the determination in Section 2 above, the Council of Mayfield Village, Ohio hereby authorizes and directs the Mayor and President of Council to enter into a Purchase and Sale Agreement, and accompanying related documents to effectuate the sale, for \$271,000.00, in accordance with the terms and conditions, as are set forth in the Purchase and Sale Agreement attached and incorporated by reference as Exhibit “A”, finding such sale to be in the best interest of the Village and its residents.

SECTION 4. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance pursuant to the Village’s Charter and Ordinances have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, and for the reason that the Property can be transferred and construction of the new home commence as soon as possible, all being for the economic benefit of the Village and its residential neighborhoods. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.

STEPHEN SCHUTT, Council President

First Reading: _____, 2026

Second Reading: _____, 2026

Third Reading: _____, 2026

PASSED: _____, 2026

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

DIANE A. CALTA, ESQ., Director of Law

ATTEST: _____
MARY E. BETSA, MMC, Clerk of Council



OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE – VACANT LAND

1 **BUYER:** Michael R Arth ("BUYER") offers to buy the following vacant
 2 land located at 691 Som Center Rd, Mayfield, OH 44143
 3 Ohio, Permanent Parcel No. 83122032 (the "Property")
 4 on the terms below. The Property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the
 5 land, all mineral and appurtenant rights, privileges and easements.

6 **PURCHASE PRICE:** BUYER shall pay the sum of ~~\$ 225,000.00~~ \$ 271,000.00 /
 7 payable as follows:

8
 9 Earnest Money to be payable to Escrow Agent identified below and
 10 deposited within 3 ^{three} days from Acceptance, as defined below,
 11 in a non-interest bearing trust account and credited against the
 12 purchase price: \$ 10,000.00

13
 14 Cash down payment to be deposited with Escrow Agent: \$ na

15
 16 Mortgage loan to be obtained by BUYER: \$ na

17
 18 CONVENTIONAL CASH OTHER _____

19 The parties hereby direct Escrow Agent to confirm receipt of Earnest Money by delivering written notice to the parties' real estate
 20 agent(s) or to a party directly if they are not represented. NOTE: Ohio law requires escrow deposits in excess of \$10,000 to be
 21 made via wire transfer.

22
 23 **ELECTRONIC DATA SECURITY:** Broker, its agents and employees will never ask any party to wire funds or request personal
 24 financial data, including without limitation credit or debit card or bank account numbers. The parties agree to independently confirm
 25 any communications instructions, including requests for financial information or transfer or deposit of funds, directly with Escrow
 26 Agent identified herein. The parties hereby release all Brokers and agents involved in this transaction from any and all claims,
 27 damages, and causes of action related to any unlawful electronic data security access by a third party.

28
 29 **FINANCING:** This offer is conditioned upon BUYER making written application for the above mortgage loan within na days
 30 after Acceptance and obtaining a written commitment for that loan on or about na. If, despite BUYER'S
 31 good faith efforts, BUYER'S loan commitment is not timely obtained, then this Agreement shall be null and void and the parties
 32 agree to sign a mutual release providing for the return of Earnest Money to BUYER.

33
 34 **CLOSING:** All funds and documents necessary to complete this transaction shall be placed in escrow with the lending institution or
 35 Premier Team Title / First Source Escrow (the "Escrow Agent") on or before 05/13/2026 and title shall transfer on or
 36 about 05/13/2026.

37
 38 **POSSESSION:** SELLER shall deliver possession to BUYER on or before 5:00 p.m., na day(s) after disbursement of funds
 39 by Escrow Agent. BUYER agrees to transfer utilities, if any, as of the date of possession.

40
 41 **TITLE:** SELLER shall convey marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with release
 42 of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b) such
 43 restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of
 44 the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not yet due and payable.
 45 SELLER shall furnish an Owner's Fee Policy of Title Insurance from the Escrow Agent in the amount of the purchase price with
 46 cost of the insuring premium split equally between SELLER and BUYER. SELLER shall have thirty (30) days after notice to remove
 47 title defects, if any. If SELLER is unable to do so, BUYER may either a) accept title subject to each defect without any reduction in
 48 the purchase price; or b) terminate this Agreement, in which case neither the parties or any Broker or agents shall have any further
 49 liability to each other, and both BUYER and SELLER agree to sign a mutual release authorizing return of Earnest Money to
 50 BUYER.

 Seller Initials & Date

MR
 04/22/26
 Buyer Initials & Date

EXHIBIT
A

Property Address: 691 Som Center Rd, Mayfield, OH 44143

51

52

PRORATIONS: Rents, taxes and assessments, and homeowners' association fees and assessments, if any, shall be prorated by Escrow Agent as of the date of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties agree to consult with the county auditor's office about the status of the Property taxes as the latest available tax duplicate may not accurately reflect the amount of taxes owed. The parties further agree to directly adjust any changes in proration when the tax duplicate for the calendar year of closing becomes available. Escrow Agent shall withhold \$0 from SELLER to secure payment of final water and sewer charges, if any. Escrow Agent is instructed to either pay said charges or verify SELLER'S payment of said charges and remit any balance to SELLER.

59

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CHARGES/ESCROW INSTRUCTIONS This Agreement shall be used as escrow instructions subject to Escrow Agent's standard conditions of escrow not inconsistent with this Agreement. SELLER shall pay the following costs through escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) prorations due BUYER; e) Broker's commissions; f) one-half of the escrow fee; and g) other na. SELLER shall pay all utility charges to the date of title transfer or date of possession, whichever is later. Tenant security deposits, if any, shall be credited to BUYER.

66

67

BUYER shall pay the following through escrow: a) one-half of the escrow fee; b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage; (d) Broker's commissions; (e) other na. The parties hereby direct Escrow Agent to provide a copy of their closing statement to their respective agent(s) after title transfer.

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71

INSPECTION: This Agreement is subject to the following inspection(s) by a professional inspector of BUYER'S choice within the specified number of days from the date of Acceptance defined below. BUYER agrees that BUYER is solely responsible for investigating all aspects of the Property, including without limitation, public records, including without limitation as to lot size, lot dimensions, buildability, environmental conditions, soil conditions, title, taxes, and availability of utilities. BUYER is solely responsible for verifying that the Property is suitable for BUYER'S intended use. BUYER agrees to retain a professional inspector for each requested inspection and releases Broker and its agents from any and all liability regarding the selection or retention of inspector(s).

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If BUYER does not elect inspections, BUYER agrees that BUYER is acting against the advice of BUYER'S agent and Broker. BUYER understands that all real property may contain defects and conditions that are not readily apparent and which may affect a property's use or value. The parties agree that the Brokers and agents do not guarantee and in no way assume responsibility for the Property's condition. BUYER agrees that it is BUYER'S exclusive duty to inspect and make diligent inquiry of SELLER or BUYER'S inspectors regarding SELLER'S Disclosure, if any; the condition and intended use of the Property; and the public record.


85

Election		Inspection	Days	Expense	
Yes	No			BUYER	SELLER
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SURVEY	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SOIL TESTING	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	TITLE	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL REPORT	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ZONING	_____ days	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	OTHER (specify below)	_____ days	<input type="checkbox"/>	<input type="checkbox"/>

86

(Specify)

95

WAIVER  (Initials) BUYER hereby waives each professional inspection to which BUYER has not indicated "YES." Any failure by BUYER to perform any elected inspection is a waiver of such inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

96

After completion of the last inspection, BUYER shall have three (3) days to choose one of the following options: a) remove the inspection contingency and accept the Property in its "AS IS" PRESENT PHYSICAL CONDITION; b) accept the Property subject to SELLER'S agreement to address specific items identified during the course of BUYER'S inspections; or c) terminate this Agreement if written inspection report(s) identify material latent defects not previously disclosed in writing by SELLER.

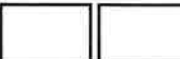
101

If BUYER accepts the Property in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER shall sign an Amendment to Purchase Agreement removing the inspection contingencies and this Agreement will proceed in full force and effect.

102

If the Property is accepted subject to SELLER addressing any specific items identified during the course of BUYER'S inspections, BUYER shall provide SELLER with a copy of the inspection report(s) and sign an Amendment to Purchase Agreement removing the inspection contingency and identifying the items to be addressed. The parties shall have three (3) days from SELLER'S receipt

103


Seller Initials & Date


Buyer Initials & Date

Property Address: 691 Som Center Rd, Mayfield, OH 44143

110 of the written list of items to be addressed by SELLER to agree in writing which items, if any, will be corrected at SELLER'S
111 expense. If the parties do not agree in writing within those three (3) days, then this Agreement shall be null and void and the parties
112 shall sign a mutual release providing for Earnest Money to be returned to BUYER. If BUYER elects to terminate this Agreement
113 based upon newly discovered material latent defects or conditions in the Property, then BUYER shall provide a copy of the written
114 inspection report to SELLER and both parties agree to promptly sign a mutual release providing for Earnest Money to be returned
115 to BUYER.

116 The parties may agree IN WRITING to extend the dates for inspections or the deadline for exercising their right to terminate the
117 Agreement. SELLER agrees to provide reasonable access to the Property to BUYER and BUYER's inspectors.
118

119 **MEGAN'S LAW:** SELLER warrants that SELLER has disclosed to BUYER all notices received from the local Sheriff's department
120 pursuant to Ohio's sex offender law. BUYER acknowledges that any such information may no longer be accurate and agrees to
121 inquire with the local sheriff's office about sex offender registration. BUYER agrees to rely on solely BUYER'S own inquiry with the
122 local sheriff's office as to registered sex offenders, and not SELLER or any broker or agent.
123

124 **CONDITION OF PROPERTY:** BUYER has examined the Property and agrees that the Property is being purchased in its "AS IS"
125 PRESENT PHYSICAL CONDITION, including any defects disclosed in writing by SELLER, including on SELLER'S Vacant Land
126 Seller's Disclosure. SELLER shall notify BUYER in writing of any additional disclosure items that arise between the date of
127 Acceptance and the date of recording of the deed.
128

129 SELLER will promptly provide BUYER copies of any notices received from government agencies. If applicable, BUYER and
130 SELLER shall have 3 days after receipt of all notices by BUYER to agree in writing which party will be responsible for the
131 correction of any conditions or defects identified. If the parties do not agree, then this Agreement shall be null and void and Earnest
132 Money shall be returned to BUYER.
133

134 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that SELLER has solely and exclusively completed a Vacant
135 Land Seller's Disclosure and agrees to hold all Broker(s) and agents involved in this transaction harmless from any misstatements,
136 errors or omissions made by SELLER. BUYER also acknowledges and agrees that the Broker(s) and their agents have no
137 obligation to verify or investigate any information provided by SELLER. BUYER acknowledges that BUYER has not relied on any
138 representations by Broker(s) and/or any agent(s) in any marketing of the Property or about the buildability, use or condition of the
139 Property, zoning, lot dimensions, homeowners' fees, public and private assessments, available utilities and/or improvements, utility
140 bills, taxes or special assessments except as listed below: (if left blank, then there are no such representations):
141

142 na
143

144 **REFERRALS TO THIRD PARTIES:** Broker does not promote, insure or endorse the referral or recommendation of any
145 independent business, activities or service by any of its agents, including those in which Agent and/or any member of Agent's
146 family has an ownership interest. It is the sole and exclusive choice of BUYER to retain any independent service provider relating to
147 the sale of the Property. McDowell Real Estate and/or its agents has a business relationship with American Communications
148 Network (ACN), which provides consumers, including new homeowners, with streamlined access to energy, television, internet,
149 phone, security, and other services. McDowell Real Estate and Broker will receive a fee if a party elects to use ACN's services. The
150 parties acknowledge and agree that they are not required to use ACN and that the services may be available to a consumer by
151 other means at a lower price.
152

153 **ADDENDA:** The additional terms and conditions in the attached addenda: State of Ohio Agency Disclosure Form Vacant
154 Land Seller's Disclosure House Sale Contingency Addendum House Sale Concurrency Addendum Other
155 Buyer Broker Compensation, _____ are made part of this Agreement. The terms and conditions of any
156 addenda supersede any conflicting terms of the Agreement.
157

158 **DEPOSIT RECEIPT:** Receipt is hereby acknowledged of: a note for the earnest money, subject to terms of the above offer; (OR)
159 check made payable to Escrow Agent as depository.
160

161 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur
162 when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal notice
163 of such signatures to the other party or the other party's agent. Upon Acceptance, this offer and all attachments and addenda, shall
164 become an Agreement binding on BUYER and SELLER, their heirs, executors, administrators, and assigns. This Agreement shall
165 be made part of or be used as escrow instructions and shall be subject to Escrow Agent's standard conditions of escrow not
166 inconsistent herewith. The terms, covenants, conditions, and provisions of this Agreement to be performed by SELLER shall
167 survive delivery and recording of the deed. Each of the parties hereby acknowledges receipt of a copy of this Agreement.

Seller Initials & Date


04/22/26

Buyer Initials & Date
dtloop verified

Property Address: 691 Som Center Rd, Mayfield, OH 44143

168 **This is a legally binding contract.** The parties are advised to consult with independent legal counsel before executing this
169 Agreement if they have questions or concerns about it, their legal obligations, or the contemplated sale.

170
171  
172 _____ (TELEPHONE) _____ (E-MAIL ADDRESS)
173 (BUYER) Date

174
175 _____
176 (BUYER) Date (TELEPHONE) (E-MAIL ADDRESS)
177
178

179 **ACCEPTANCE:** SELLER hereby accepts BUYER'S offer above.

180
181 _____
182 (SELLER) Date (TELEPHONE) (E-MAIL ADDRESS)
183

184
185 _____
186 (SELLER) Date (TELEPHONE) (E-MAIL ADDRESS)
187
188

FOR ADMINISTRATIVE & MLS ENTRY PURPOSES ONLY:

_____	_____	_____	_____
Selling Agent Name	License #	Listing Agent Name	License #
_____	_____	_____	_____
Co-Selling Agent Name	License #	Co-Listing Agent Name	License #
_____	_____	_____	_____
Selling Brokerage	MLS Office #	Listing Brokerage	MLS Office #

Seller Initials & Date

 _____
Buyer Initials & Date
dotloop verified



PROMISSORY NOTE

Property Address: 691 Som Center Rd, Mayfield, OH 44143

Date 04/11/2026

After date, I/We promise to pay to the order of:

Premier Team Title/First Source Escrow

Company Name

ten thousand Dollars \$ 10,000.00

with interest at -0- percent per annum for valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

DUE DATE IS ON DEMAND

Michael R Arth
Buyers Name (Print)

Michael R Arth dotloop verified
04/22/26 12:46 PM EDT
R75Z-BGM7-X9BF-2T66

Buyers Signature Date

Buyers Name (Print)

Buyers Signature Date



PATRICIA GAETA, REALTOR
 440-376-5271
 PattyGaeta@kw.com

OFFER SUMMARY SHEET

PROPERTY ADDRESS: 691 Som Center Rd, Mayfield, OH 44143

BUYERS AGENT: Gabriella DiRenzo

AGENT CELL: 440-681-0155 EMAIL: Gabrielladirenzo@mcdhomes.com

BUYERS NAME(S): Michael Arth

OFFER PRICE: 285,000.00 escalation EARNEST \$ 10,000.00

DOWN PAYMENT AMT/% : _____ CLOSING DATE: 5/13/2026

SELLER CONCESSIONS REQUESTED: _____

CONTINGENCIES: YES NO IF YES EXPLAIN: _____

***PROOF OF FUNDS OR PRE-APPROVAL REQUIRED AT TIME OF OFFER!**

TYPE OF FINANCING: cash

LENDER: _____ LOAN OFFICER: _____

LENDER PHONE NUMBER: _____ EMAIL: _____

HOME WARRANTY REQUESTED? YES NO IF YES, COST? _____

TITLE AND ESCROW REQUESTED: Premier Team Title/First Source Escrow

TITLE PHONE NUMBER: _____ EMAIL: _____

ARE YOU AVAILABLE FOR A ZOOM PRESENTATION IF NECESSARY? YES NO

ADDITIONAL OFFER
 DETAILS: _____

