

RESOLUTION NO.: 2011-R9
SPONSOR: MAYOR NORTON
INTRODUCED: FEBRUARY 8, 2011

ASSIGNED TO: PLANNING

A RESOLUTION AUTHORIZING THE CITY OF GREEN TO PURCHASE APPROXIMATELY 5.36 ACRES OF REAL ESTATE LOCATED ON KREIGHBAUM ROAD FROM THE JOSEPH R. KUNTZ LIVING TRUST, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Green applied for funding to the State of Ohio Department of Natural Resources through its NatureWorks program to purchase additional real estate adjacent to Kreighbaum Park; and

WHEREAS, the State of Ohio awarded a grant of \$56,250.00; and

WHEREAS, the City of Green has negotiated and entered into a Real Estate Purchase Agreement with The Joseph R. Kuntz Living Trust to buy 5.36 acres of property adjacent to Kreighbaum Park ("Property"); and

WHEREAS, the City desires to use the grant to proceed with the purchase of the property from The Joseph R. Kuntz Living Trust; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO THAT:

SECTION ONE:

City Council authorizes the City to purchase the real property described in the Real Estate Purchase Agreement attached to this legislation, using the grant from the NatureWorks program toward the purchase price of the property. A copy of the Real Estate Purchase Agreement, which includes the legal description of the property, is attached as Exhibit "A".

SECTION TWO:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION THREE:

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: 3-8-11

Shelly McKellar
Molly Stevens, Clerk
Shelly Kellar, Acting Clerk

[Signature]
Joel Reed, Council President

APPROVED: March 8, 2011

[Signature]
Richard G. Norton, Mayor

COPIED
SVCE ZONE PARK ROAD ENG
LAW FIN MAY PLAN FIRE

ENACTED EFFECTIVE: March 8, 2011

ON ROLL CALL: Colopy yea DeVitis yea France yea Manwaring yea
Reed yea Summerville yea Smole absent Adopted 6-0

Suburbanite publication on March 13 and March 20, 2011

Shelly McKellar
Molly Stevens, Clerk
Shelly Kellar Acting Clerk

2/08/2011 Approved as to form and content by Stephen J. Pruneski, Law Director [Signature]

Real Estate Purchase Agreement

This Agreement is made this 17th day of March, 2011, by and between Joseph R. Kuntz, Trustee of the Joseph R. Kuntz Living Trust ("Seller") and the City of Green ("Buyer").

1. **Property** In consideration of the mutual promises contained in this Agreement, Seller agrees to sell and convey and Buyer agrees to purchase the real property known as TR 12 Lot SE E of Kreighbaum Road 5.36A. (Permanent Parcel Number 2811558 – full legal description attached as Exhibit "A").

2. **Price** Buyer agrees to pay the Seller the sum of ~~Eighty Thousand Dollars (\$80,000)~~ ^{Seventy Five Thousand} Dollars for the property. Buyer shall pay the money to a designated title company seven (7) days prior to the closing date.

3. **Conditions** This Agreement is contingent upon all of the following conditions:

A. Acceptance of this Agreement by Green City Council. Acceptance by Green City Council means the passage of a resolution adopting the Agreement and the appropriation of adequate funds to effectuate the purchase.

B. The City, may, if determined necessary, conduct a water and soil study and submit a written report. The report shall confirm that there is no soil and/or water contamination on the property. If the City Engineer determines that there is soil and/or water contamination, then the Seller shall be solely responsible for eliminating the contamination from the site prior to closing, subject to the City Engineer's approval. The Buyer has the option to rescind the sale and renegotiate the purchase price if it is necessary to eliminate contamination. The Buyer shall bear all costs associated with the water and soil study.

C. The City may, at its expense, hire a consultant to perform an Environmental Assessment, Phase I. If an Environmental Assessment, Phase II is determined to be needed, the City has the option to rescind its offer or negotiate with the Seller the purchase price based on the assessments' findings and costs for abatements.

~~D. All mineral and subsurface rights to pass to Buyer.~~
Seller to retain rights.

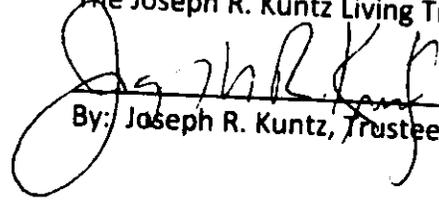
Handwritten signature and date: JM 1-28-2011

- E. Funding award by State of Ohio thru the Natureworks Program and agreements being executed between State of Ohio and City of Green with a notice to proceed by the State of Ohio.
4. **Escrow** Buyer and Seller agree to deposit in escrow with the title company the funds, deeds, notes, mortgages and other instruments necessary to close this purchase. Escrow fees shall be shared equally by Buyer and Seller. Seller agrees to pay for a title search. Buyer agrees to pay for the owner's fee title insurance policy and for the deed transfer and recording fees. Seller shall furnish, at their expense, a warranty deed of conveyance to the Buyer. Real estate commissions, if any, will be paid by the Buyer.
5. **Closing Date** The closing date for the sale shall be on or before sixty (60) days from the date Green City Council passes legislation authorizing the purchase of the property or the date the State of Ohio authorizes the City to utilize grant funds; whichever occurs later. Closing is defined as the date of filing of the deed transferring title to the Buyer, and is not necessarily the date of disbursement of Seller's proceeds.
6. **Taxes and Assessments** Taxes and certified assessments shall be prorated as of the date of closing. The proration shall be based on the latest tax duplicate bill. Buyer agrees to assume and pay all uncertified taxes and assessments, if any.
7. **Possession** Possession of the property shall be delivered to Buyer no later than one (1) day after closing subject to the provisions contained in Section 8. Seller agrees to deliver possession of the property to the Buyer in the same condition as of the date of the signing of this Agreement, reasonable wear and tear expected. Seller shall keep the entire property covered with insurance until delivery of the property to the Buyer. Buyer agrees to add this property to its general insurance policy on or before the closing date.
8. **Binding Agreement** Upon acceptance, this offer shall become an Agreement binding both Buyer and Seller, their respective heirs, executors, administrators and assigns. This Agreement shall be made a part of or be used as the escrow instructions and shall be subject to the Escrow Agent's standard conditions of escrow acceptance which are not inconsistent with this Agreement. The terms, covenants, conditions and provisions of this Agreement to be performed by the Seller shall survive the delivery and recording of the deed. This instrument constitutes the entire Agreement between the parties and any amendment shall be in writing and signed by both parties.

WITNESS

SELLER

The Joseph R. Kuntz Living Trust



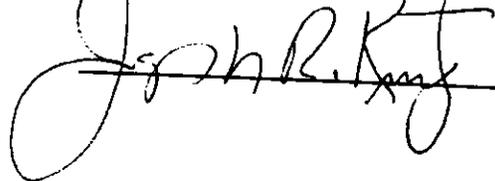
By: Joseph R. Kuntz, Trustee

Address

Date

WITNESS

SELLER



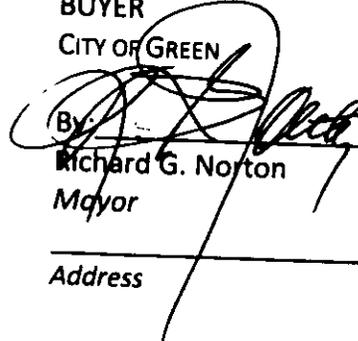
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Date

WITNESS

BUYER

CITY OF GREEN

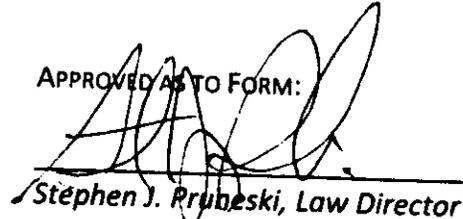


By: Richard G. Norton
Mayor

Address

Date

APPROVED AS TO FORM:


Stephen J. Prubeski, Law Director

AFFIDAVIT

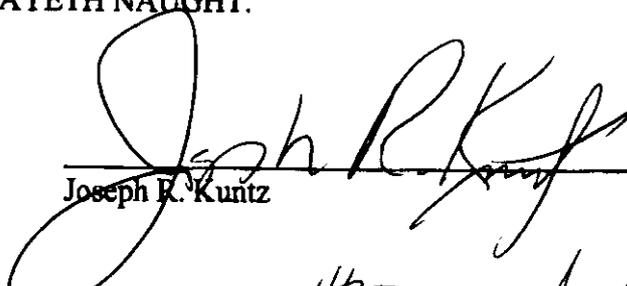
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STATE OF OHIO)
) SS:
COUNTY OF STARK)

Joseph R. Kuntz, being first duly sworn, according to law, deposes and states the following:

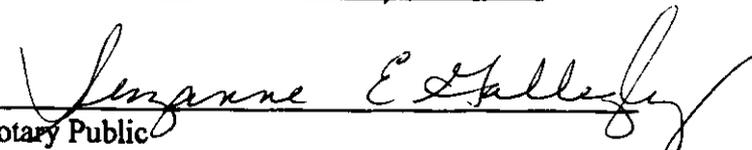
1. On February 15, 2001, I was the owner of the property described as Parcel No. 28-11558, located on Kreighbaum Road, Green, Ohio.
2. On February 15, 2001, I was a single individual and I was not married.
3. On February 15, 2001, I transferred the property to the Joseph R. Kuntz Living Trust by Quitclaim Deed.

FURTHER AFFIANT SAYETH NAUGHT.



 Joseph R. Kuntz

Sworn to before me and subscribed in my presence this 4th day of April, 2011.



 Notary Public

My commission expires 6-28-2015