

RESOLUTION NO.: 2012-R13 (Amended June 12, 2012)
SPONSOR: MAYOR NORTON
INTRODUCED: MAY 22, 2012 **ASSIGNED TO:** _____

A RESOLUTION AUTHORIZING THE CITY OF GREEN TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT WITH HAROLD D. HARSH FOR THE PROPERTY LOCATED AT 1795 STEESE ROAD, MAKING AN APPROPRIATION, AND DECLARING AN EMERGENCY.

WHEREAS, the Administration entered into discussions with Harold D. Harsh, the owner of the Property located at 1795 Steese Road for the potential purchase of that Property;

WHEREAS, the City and Harold D. Harsh have reached a tentative agreement regarding the terms for the purchase of the Property;

WHEREAS, the Administration desires to proceed with the purchase of the Property.

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

SECTION ONE:

Green City Council authorizes the Mayor to enter into the Real Estate Purchase Agreement, (attached as Exhibit A), and proceed with the purchase of the Property located at 1795 Steese Road from Harold D. Harsh.

SECTION TWO:

City Council authorizes an appropriation of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) from the un-appropriated balance of the Parks Capital Fund to the Steese Road Land Purchase Account (402-6000-53610).

SECTION ~~TWO~~ THREE:

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 an open meeting of this Council and any deliberations of this Council and any of its committees that resulted in those formal action were in meetings open to the public, in compliance with all legal requirements.

SECTION ~~THREE~~ FOUR:

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: June 12, 2012

Molly Stevens
Molly Stevens, Clerk

Joel Reed
Joel Reed, Council President

APPROVED: June 12, 2012

Richard G. Norton
Richard G. Norton, Mayor

COPIED _____
SVCE ZONE PARK ROAD ENG
LAW FIN MAY PLAN FIRE

ENACTED EFFECTIVE: June 12, 2012

ON ROLL CALL: Colopy -yea Knodel -yea France -yea Humphrey -yea
Neugebauer -Absent Summerville -yea Reed -yea Adopted 6-0

Suburbanite publication on June 17 and June 24, 2012

Molly Stevens
Molly Stevens, Clerk

5/29/2012 Approved as to form and content by Stephen J. Pruneski, Law Director SP 5/29/12

Real Estate Purchase Agreement

This Agreement is made this ___ day of _____, 2012, by and between The City of Green (" Buyer") and Harold D Harsh & Harold Dale Harsh (" Seller")

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 1795 Steese Rd., parcel #28-02856.
2. **Price** Buyer agrees to pay the Seller the sum of One Hundred Seventy Five Thousand Dollars (\$175,000.00) for the parcel. Buyer shall deposit the money with the 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 approving the Agreement.
 - B. The Buyer, may, at their discretion, conduct a water and soil study and submit a written report. The Buyer shall bear all costs associated with the water and soil study.
 - C. The Buyer may, at its expense, hire a consultant to perform an Environmental Assessment, Phase I. Property is to be sold "as is", "Where it is".
 - D. All mineral and subsurface rights pass to Buyer.
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 Seller.
5. **Survey** Seller shall provide an existing legal land survey prior to closing at Seller's expense. Buyer has the right to perform a survey at the Buyer's expense. All property corner pins shall be shall be marked prior to closing.

6. **Closing Date** The closing date for the sale shall be on or before sixty (60) days from the date the Green City Council passes legislation authorizing the purchase of the property. 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.
7. **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. Seller agrees to assume and pay all uncertified taxes and assessments, if any.
8. **Possession** Possession of the property shall be delivered to Buyer no later than one (1) day after closing subject to the provisions contained in this paragraph. 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, if applicable.
9. **Binding Agreement** Upon approval by City Council, 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

Harold Dale Harsh

Address

Date

WITNESS

BUYER

CITY OF GREEN

By: _____
Richard G. Norton
Mayor

Address

Date

APPROVED AS TO FORM:

Stephen J. Pruneski, Law Director

Addendum: Seller permits the Buyer to Brush Hog all areas that are able to be mowed without violation of any State or Federal laws prior to Closing.

5/17/2012