

RESOLUTION NO.: 2013-R22
SPONSOR: MAYOR NORTON
INTRODUCED: MARCH 26, 2013

ASSIGNED TO: PLANNING

A RESOLUTION AUTHORIZING THE CITY OF GREEN TO SELL PROPERTY LOCATED AT 4810 MASSILLON ROAD TO SCOTT PLUMMER, AND DECLARING AN EMERGENCY.

WHEREAS, the City acquired property located at 4810 Massillon Road (Parcel No. 28-01471)(the "Property") as part of the Greensburg Road/Massillon Road Intersection Project; and

WHEREAS, after using a portion of the Property for the Project, the City still owns a small part of the Property that is a "uneconomic remnant" because the remaining property is too small to permit any type of structure on the parcel alone; and

WHEREAS, the Property is not needed for any municipal purpose; and

WHEREAS, the City advertised for bids for the Property and opened those bids on February 15, 2013; and

WHEREAS, Scott Plummer of 11316 Cleveland Avenue, N.W., Uniontown, Ohio 44685, submitted the bid to purchase the Property for the sum of Five Thousand Seven Hundred Dollars (\$5,700.00).

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

SECTION ONE:

Green City Council finds that the Property is not needed for any municipal purpose and authorizes the City of Green to sell the Property located at 4810 Massillon Road (Parcel No. 28-01471) to Scott Plummer for the sum of Five Thousand Seven Hundred Dollars (\$5,700.00), pursuant to the terms set forth in the Real Estate Purchase Agreement 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. It is necessary to immediately pass this Resolution to expedite the proposed Project and promote highway safety. 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: April 23, 2013

Molly Kapeluck
Molly Kapeluck, Clerk

Dave France
Dave France, Council President

APPROVED: April 23, 2013

R. G. Norton
Richard G. Norton, Mayor

ENACTED EFFECTIVE: April 23, 2013

ON ROLL CALL: Colopy -yea France -yea Humphrey -yea Knodel -yea
Neugebauer -yea Reed -yea Summerville -yea Adopted 7-0

Suburbanite publication on April 28 and May 5, 2013

Molly Kapeluck
Molly Kapeluck, Clerk

03/20/2013 Approved as to form and content by Stephen J. Pruneski, Law Director SP 3/20/13

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

Resolution
2013-R22
Exhibit "A"

Real Estate Purchase Agreement

This Agreement is made this ___ day of _____, 2013, by and between The City of Green (" Seller ") and Scott Plummer (" 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 4810 Massillon Rd, parcel #28-01471.
2. **Price** Buyer agrees to pay the Seller the sum of \$ Five Thousand Seven Hundred Dollars (\$5,700.00) for the parcel. 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.
 - B. The Buyer, may, at their discretion, conduct a water and soil study. The report shall confirm that there is no soil and/or water contamination on the property. If the Buyer determines that there is soil and/or water contamination, then the Buyer shall be solely responsible for eliminating the contamination from the site prior to closing. 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 Buyer 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 Buyer 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 pass to Buyer.
4. **Escrow** Buyer and Seller agree to deposit in escrow with Bond & Associates Title Agency, Inc., 571 East Turkeyfoot Lake Road, Suite B, Akron, Ohio 44319 the funds, deeds, notes, mortgages and other instruments necessary to close this purchase. Escrow fees shall be paid by the Buyer. Buyer 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.

3/20/2013

5. **Survey** Buyer shall be responsible to obtain a legal land survey, if desired, prior to closing at Buyer's expense.
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 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, if applicable.
9. **Binding Agreement** Upon acceptance, this offer shall become an Agreement binding 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.