

RESOLUTION NO. 06-18  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Jeanne Rau ON THE 22nd  
DAY OF JANUARY, 2018.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A RIGHT OF WAY LICENSE AGREEMENT WITH CENTERVILLE WASHINGTON PARK DISTRICT FOR A NON-EXCLUSIVE LICENSE TO USE A PORTION OF THE PUBLIC RIGHT-OF-WAY LOCATED ALONG CENTERVILLE STATION ROAD ("FOREST FIELD PARK") FOR THE SOLE PURPOSE OF ERECTING A GROUND IDENTIFICATION SIGN.

WHEREAS, the Centerville Washington Park District ("Park District") owns property located at 2100 Centerville Station Road ("Forest Field Park") in the City of Centerville; and

WHEREAS, the Park District desires to obtain a non-exclusive license, as described herein, to erect a ground identification sign and all related activities on the Premises (described below) upon the terms and conditions set forth therein; and

WHEREAS, the City agrees to provide a non-exclusive license to use a portion of the public right-of-way located along Centerville Station Road, in the City of Centerville, Ohio, for the sole purpose of erecting a ground identification sign; and

WHEREAS, Section 1020.03 of the Centerville Municipal Code allows the City Manager to prepare and enforce rules and regulations for access to the public right-of-way.

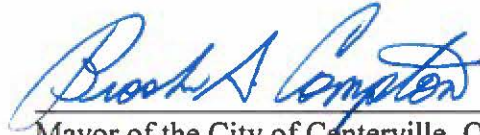
NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. The City of Centerville hereby agrees to grant a non-exclusive license to the Park District as set forth in the Right of Way License Agreement ("Agreement"), over the right-of-way located along Centerville Station Road, in the City of Centerville, Ohio, for the sole purpose of erecting a ground identification sign, said land being more particularly described in Exhibit "A" attached hereto and made a part hereof.

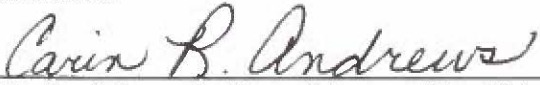
Section 2. The City Manager is hereby authorized to execute the Agreement attached as Exhibit "1" and take all necessary actions to effectuate this grant of license in the right-of-way.

Section 3. This Resolution shall become effective at the earliest date allowed by law.

PASSED this 22<sup>nd</sup> day of January, 2018.


  
\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council, City of Centerville, Ohio

**CERTIFICATE**

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 06-18, passed by the Council of the City of Centerville, Ohio, on the 22<sup>nd</sup> day of January 2018.

  
\_\_\_\_\_  
Clerk of Council

Approved as to form, consistency  
with the Charter and Constitutional Provisions.

Department of Law  
Scott A. Liberman  
Municipal Attorney

**RIGHT OF WAY LICENSE AGREEMENT**  
**For**  
**2100 Centerville Station Road ("Forest Field Park")**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF CENTERVILLE, OHIO, 100 W. Spring Valley Road, Centerville, Ohio 45458, hereinafter referred to as "LICENSOR" and the CENTERVILLE WASHINGTON PARK DISTRICT, a political subdivision located at 221 N. Main Street, Centerville OH 45459, hereinafter referred to a "LICENSEE".

**WITNESSETH:**

WHEREAS, Licensor desires to grant a non-exclusive license to use a portion of the public right-of-way located along Centerville Station road, in the City of Centerville, Ohio to the Licensee, for the sole purpose of erecting a ground identification sign; and

WHEREAS, Licensee desires to obtain said non-exclusive license, as described herein, to erect a ground identification sign and all related activities on the Premises (described below) upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. This Agreement is created in furtherance of the authority set forth in Sections 1020.03, *et.seq.*, of the Centerville Municipal Code regarding Revocable Street Privileges.
2. The Licensor hereby licenses and authorizes the Licensee, its tenants and their respective agents, employees and invitees the right to enter upon and use certain City of Centerville right-of-way at 2100 Centerville Station Road, also known as Forest Field Park ("Licensee's Property"), as more particularly described in Exhibit "A" and as depicted in Exhibit "B" attached hereto and incorporated by reference herein (the "License Area") for the sole purposes of erecting and maintaining a ground identification sign and for no other purposes.

3. Licensee shall solely be responsible for any and all damages, injuries or losses suffered by any person arising as a result of the erection or maintenance of a ground identification sign in the License Area.
4. This Agreement shall be for an indefinite period of time; provided however, that either party hereto shall have the right to revoke and terminate this Agreement and the license granted herein for any reason or no reason by providing thirty (30) days written notice to the other party of its intention to do so. Upon termination, the License Area shall be returned to its original condition, including the removal of any ground identification sign and its appurtenances.
5. Licensor further grants to Licensee the right to maintain the License Area at the sole cost of the Licensee. Upon the expiration of this Agreement, Licensee shall no longer utilize the License Area for a ground identification sign or any other purpose. Licensor reserves the right to inspect said property at any and all reasonable times.
6. Prior to expiration of the Agreement, Licensor agrees not to construct any permanent public improvements, barricades or other obstructions within the License Area nor take any action which will prevent the use of the License Area by Licensee for the purposes detailed in this Agreement, without the written approval of the Licensee, unless said actions are part of a legal permissible eminent domain action, such as, but not limited to, future public roadway construction. Such action may require the relocation of removal of the ground identification sign at the Licensor's sole discretion. The expense related to relocation or removal of the ground identification sign shall be the sole responsibility of the Licensee.
7. LICENSEE ACKNOWLEDGES THAT THE PROPERTY WHICH IS THE SUBJECT OF THE LICENSE GRANTED HEREIN IS HELD BY THE CITY AS PUBLIC RIGHT OF WAY FOR PUBLIC TRAVEL PURPOSES AND AS SUCH MAY BE USED FOR THAT PURPOSE AT ANY TIME. LICENSEE ACKNOWLEDGES AND ASSUMES THE FINANCIAL RISK INCIDENT TO ITS USE FOR A GROUND IDENTIFICATION SIGN IN SAID RIGHT OF WAY UNDER THESE CIRCUMSTANCES AND NOT CONTRARY TO ITS CURRENT USE.
8. This Agreement is a license in real estate and the rights created by it are personal to the entity named herein and its successors and assigns. This Agreement does not pass any interest in the property described above, other than as specifically set forth in this Agreement.

9. Licensee agrees to reimburse the Licensor for its attorney's fees in the amount of \$250 for drafting of this Agreement and its associated Resolution.

**EXECUTED** by the parties hereto on the day and year first above written.

**LICENSOR:**

CITY OF CENTERVILLE, OHIO

\_\_\_\_\_  
By: Wayne S. Davis, City Manager

Approved as to form:

\_\_\_\_\_  
Scott A. Liberman, Municipal Attorney

**LICENSEE:**

CENTERVILLE WASHINGTON PARK  
DISTRICT

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF OHIO )  
 )  
COUNTY OF MONTGOMERY ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by Wayne S. Davis, City Manager for the City of Centerville, Ohio.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
 )  
COUNTY OF MONTGOMERY ) SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_ for the Centerville-Washington Park District.

\_\_\_\_\_  
Notary Public

This Agreement prepared by:

Scott A. Liberman (0058432)  
Altick & Corwin Co., L.P.A.  
1700 One Dayton Centre  
One South Main Street  
Dayton, Ohio 45402

**EXHIBIT A  
LEGAL DESCRIPTION**

SITUATE IN SECTION 18, TOWN 3, RANGE 5, M.R.s, CITY OF CENTERVILLE,  
MONTGOMERY COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Commencing for reference at the northwest corner of a tract of land owned by Washington Township Park District as described in IR Deed 89-0196C003 and being northeast corner of Lot 7 of Park Place as shown on Plat Book 138, Page 4 of the Montgomery County Recorder's Office and also being on the south right-of-way line of Centerville Station Road;

thence, South 80°-40'-48" East, 85.31 feet, along the south right-of-way line of Centerville Station Road to a point;

thence, North 09°-21'-47" East, 4.28 feet, to a point and being the principal place of beginning of the license area herein conveyed;

thence, North 09°-21'-47" East, 15.00 feet, to a point;

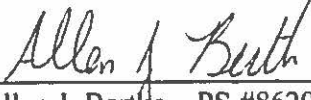
thence, South 80°-38'-13" East, 7.50 feet, to a point;

thence, South 09°-21'-47" West, 15.00 feet, to a point;

thence, North 80°-38'-13" West, 7.50 feet, to the principal place of beginning.

Containing 0.003 acres more or less with all being subject to any legal highway and easements of record. The bearings are based on NAD 83 CORS 2011 Adjustment, Ohio South Zone, ODOT VRS CORS Network.

The above description was prepared by Allen J. Bertke, Ohio Professional Surveyor Number 8629, and dated January 8, 2018. For a pictorial representation, see attached Exhibit "B".

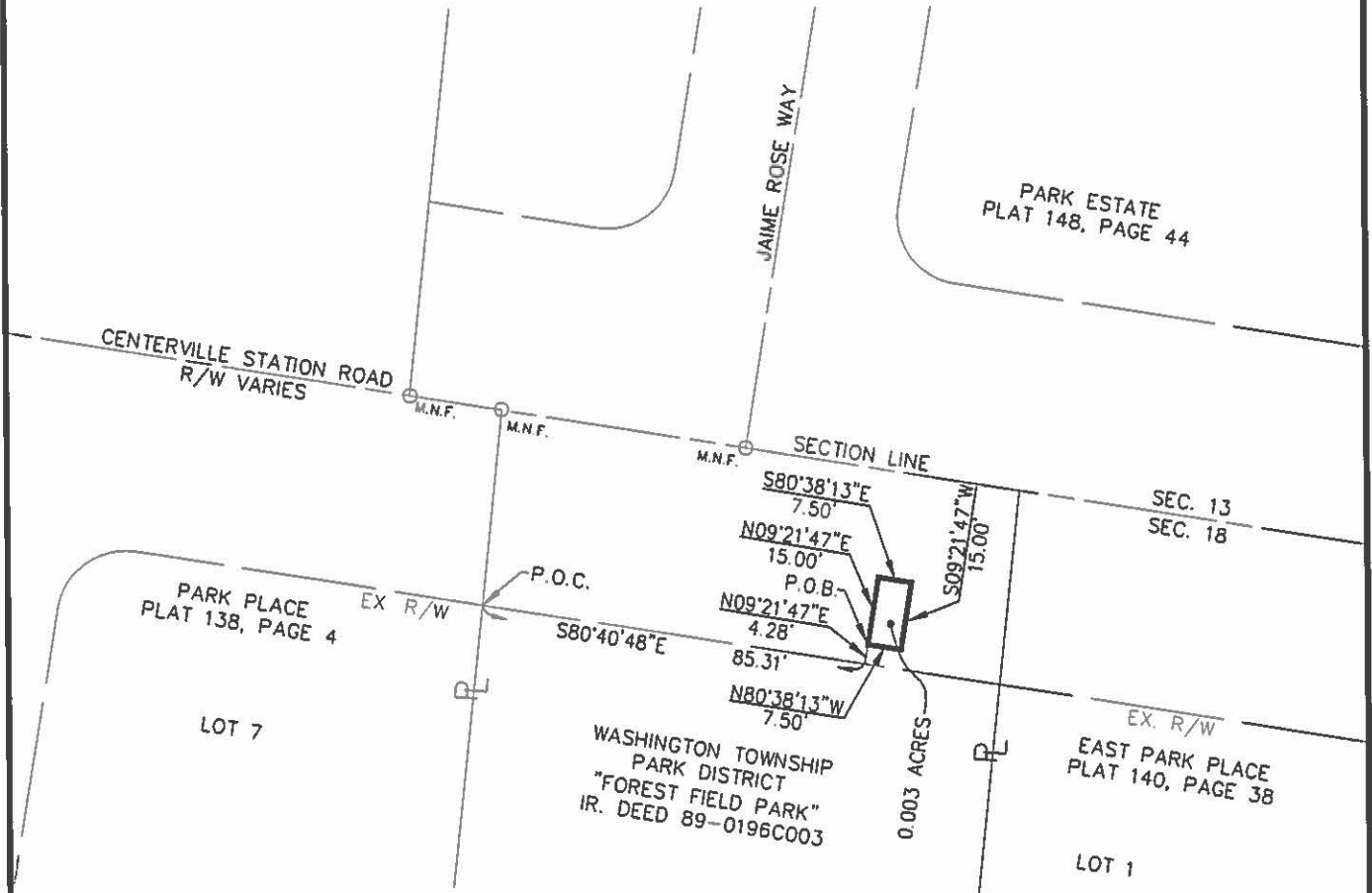
  
Allen J. Bertke, PS #8629



1-8-18  
Date

# EXHIBIT B

SITUATED IN SECTION 18, T 3, R 5, M.R.s,  
CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO



## LEGEND

○<sup>M.N.F.</sup> MAG NAIL FOUND

**ChoiceOne**   
Engineering

SIDNEY, OHIO 937.497.0200  
LOVELAND, OHIO 513.239.8554  
PORTLAND, INDIANA 260.766.2500

www.CHOICEONEENGINEERING.com



THE BEARINGS ARE BASED ON  
NAD 83 CORS 2011 ADJUSTMENT,  
OHIO SOUTH ZONE,  
ODOT VRS CORS NETWORK

