

**RESOLUTION NO. 25-10**  
**CITY OF CENTERVILLE, OHIO**

SPONSORED BY COUNCILMEMBER Brooke Compton ON THE 19<sup>th</sup>  
DAY OF July, 2010.

**A RESOLUTION RATIFYING THE ACTIONS OF THE  
CITY MANAGER TO ENTER INTO LICENSE  
AGREEMENT WITH JOHN M. THOMPSON AND  
THERESA J. THOMPSON TO ALLOW PROPERTY  
OWNERS TO CONTINUE TO LOCATE A FENCE IN THE  
CITY RIGHT-OF-WAY.**

WHEREAS, the City holds a public right of way along the boundary of the real property located at 7325 Bigger Lane, Centerville, Ohio, 45459; and

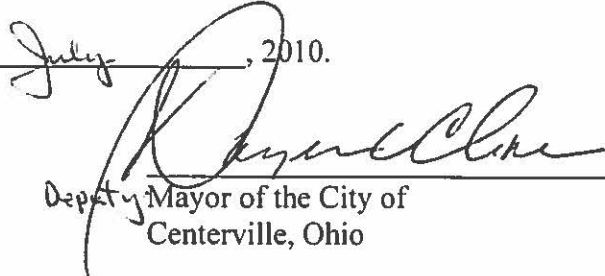
WHEREAS, the City of Centerville has negotiated a License Agreement for the sole purpose of allowing the owners, John M. Thompson and Theresa J. Thompson, to erect and maintain a fence along the east boundary of the tract commonly known as 7325 Bigger Lane, Centerville, Ohio, 45459, upon terms acceptable to the City; and

WHEREAS, Council has the power to enter into such Lease Agreement by virtue of its Charter and the provisions of Article VIII, Section 16 and Article XVIII, Section 3 of the Ohio Constitution;

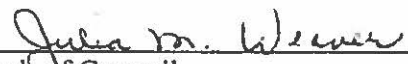
NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE  
HEREBY RESOLVES:

- Section 1: That the City Manager's actions to enter into a License Agreement with John M. Thompson and Theresa J. Thompson, upon the terms and conditions set forth in the Agreement, a copy of which is attached hereto, marked Exhibit "1" and incorporated herein, are hereby ratified.
- Section 2: That the City Manager is hereby authorized and directed to do any and everything necessary to carry out the terms of said Agreement.
- Section 3: This Resolution shall become effective at the earliest date allowed by law.

PASSED THIS 19<sup>th</sup> day of July, 2010.

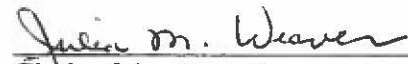
  
Deputy Mayor of the City of  
Centerville, Ohio

ATTEST:

*Assistant*  
  
Clerk of Council  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 25-10, passed by the Council of the City of Centerville, Ohio on the 19<sup>th</sup> day of July, 2010.

*Assistant*  
  
Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions  
Department of Law  
Scott A. Liberman  
Municipal Attorney

**LICENSE AGREEMENT**

THIS AGREEMENT, made and entered into this 21st day of June, 2010, by and between the City of Centerville, Ohio, 100 W. Spring Valley Road, Centerville, Ohio 45458, hereinafter referred to as "LICENSOR" and John M. Thompson and Theresa J. Thompson, husband and wife, 7325 Bigger Lane, Centerville, Ohio, 45459, hereinafter referred to a "LICENSEE".

**WITNESSETH:**

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

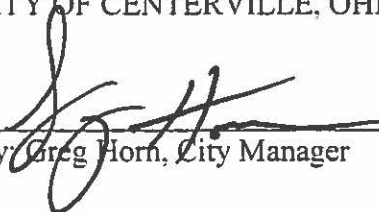
1. The Licensor hereby licenses and authorizes the Licensee or its agents the right to enter upon and use certain City right-of-way which adjoins Licensee's east property boundary, as more particularly described in Exhibit "A" attached hereto and incorporated by reference herein, and also as shown on the "Bigger Lane Sanitary Sewer Extension (Project No. 130009-23)" and "Bigger Lane Water Main Extension (Project No. 130054-68)" plans, for the sole purpose of erecting and maintaining a fence and for no other purpose.
2. Licensee specifically agrees that it shall defend, indemnify and hold harmless the Licensor and its officials, officers and employees from any and all damages, injuries or losses suffered by any person arising as a result of the fence's presence and location, including visibility obstructions.
3. Licensor further grants to Licensee the right to repair and maintain said fence at the sole cost of the Licensee. Upon the revocation or termination of this Agreement, Licensee at its sole expense shall promptly remove the fence from the City property. Licensor reserves the right to inspect said property at any and all reasonable times.
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 giving thirty (30) days written notice to the other party of its intention to do so.

5. 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 PURPOSES AND AS SUCH MAY BE USED FOR THAT PURPOSE AT ANY TIME. LICENSEE ACKNOWLEDGES AND ASSUMES THE FINANCIAL RISK INCIDENT TO ITS PLACING A FENCE IN SAID RIGHT OF WAY UNDER THESE CIRCUMSTANCES.
  
6. This Agreement is a license in real estate and the rights created by it are personal to those named herein and non-assignable. This Agreement does not pass any interest in the property described above.

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

**LICENSOR:**

CITY OF CENTERVILLE, OHIO

  
By Greg Horn, City Manager

**LICENSEE:**

  
JOHN M. THOMPSON

  
THERESA J. THOMPSON

STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY )

The foregoing instrument was acknowledged before me this 21st day of June, 2010 by Gregory B. Horn, City Manager.

Debra A. James  
Notary Public

**DEBRA A. JAMES, Notary Public  
In and for the State of Ohio  
My Commission Expires April 13, 2015**

STATE OF OHIO )  
 ) SS:  
COUNTY OF MONTGOMERY )

The foregoing instrument was acknowledged before me this 21st day of June, 2010, by John M. Thompson and Theresa J. Thompson, husband and wife.

Debra A. James  
Notary Public

**DEBRA A. JAMES, Notary Public  
In and for the State of Ohio  
My Commission Expires April 13, 2015**

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

Section 19, Town 2 Range 6 MRs, City of Centerville, County of Montgomery, State of Ohio and being that same tract of land conveyed to Gary L and Ann G. Dombroskie by deed and recorded in Microfiche No. 93-16 E08 of the deed records of said county and being more particularly described as follows:

Commencing at the Northeast corner of Black Oak Estates Two, Section 3 as recorded in Plat Book 87, Page 41 on the plat records of said County;

Thence South 02 degrees 39 minutes 50 Seconds West, with the East line of said subdivision, a distance of 528.32 feet to a point;

Thence South 87 degrees 20 minutes 10 seconds East, a distance of 20.08 feet to the TRUE PLACE OF BEGINNING of the following described tract;

Thence North 02 degrees 39 minutes 50 seconds East, a distance of 243.00 feet to a point;

Thence South 87 degrees 20 minutes 10 seconds East, a distance of 268.89 feet to point in the West right of way line of Bigger Road;

Thence South 02 degrees 39 minutes 50 seconds West with the West right of way line of Bigger Road, a distance of 243.00 feet to a point;

Thence North 87 degrees 20 minutes 10 seconds West, a distance of 268.89 feet to THE TRUE PLACE OF BEGINNING, containing 1.5000 acres of land, more or less.

Basis of Bearings is the East line of Section 19 at South 02 degrees 39 minutes 50 seconds West, per deed.

Permanent Parcel Number: 068 00607 0024

Prior Instrument Reference: DEED 99-0099 A09