

RESOLUTION NO. 49-04
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Brooks A. Compton ON THE 20th DAY OF December, 2004.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO TAKE ALL STEPS AND EXECUTE ALL DOCUMENTS NECESSARY IN ORDER TO EFFECT THE SECURING OF AN EASEMENT FOR INGRESS AND EGRESS AND PUBLIC PARKING OVER REAL PROPERTY OWNED BY W. RICHARD AND DEBRA TEETERS.

WHEREAS, this Council has determined that the City should assist in the economic development of the Main and Franklin Streets area of the City; and

WHEREAS, pursuant to this determination the City has been working with property owners in said area to develop additional access and parking; and

WHEREAS, the City staff has successfully negotiated with W. Richard and Debra Teeters to secure an easement over their real property located at 27 West Franklin Street for ingress and egress and public parking; and

WHEREAS, this City as a charter city with full home rule powers as authorized by Section 3, Article XVIII of the Constitution of the State of Ohio which powers would allow the City to conclude said securing of said easement if this Council determines that such a procedure is in the best interests of the citizens of Centerville; and

WHEREAS, this Council has determined that it is in the best interests of the City to conclude said securing of said easement and to authorize and direct the City Manager to do any and everything and to execute all documents deemed by him to be necessary to conclude said securing of said easement.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager is authorized and directed to do any and everything and to execute all documents deemed by him to be necessary to conclude the securing of said easement for the reasons set forth in the preamble hereof. A copy of the proposed easement is attached hereto as Exhibit "A" and incorporated herein.

Section 2. That the City Manager is further authorized and directed to do any and everything and to accept the terms for said easement as set forth in the letter that is attached hereto as Exhibit "B" and incorporated herein.

PASSED THIS 20th day of December, 2004.

C. Mark Kimpel
Mayor of the City of
Centerville, Ohio

ATTEST:

Maile J. Saughel
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. 49-04, passed by the Council of the City of Centerville, Ohio on the 20th day of December, 2004.

Maile J. Saughel
Clerk of the Council

Approved as to form, consistency with the
Charter and Constitutional Provisions.
Department of Law
Scott A. Liberman
Interim Municipal Attorney

PUBLIC PARKING, INGRESS AND EGRESS EASEMENT

W. RICHARD TEETERS and DEBRA TEETERS, husband and wife, grantors, of 27 West Franklin Street, Centerville, Montgomery County, Ohio 45459, for valuable consideration paid and the agreements set forth below, grant to the City of Centerville, Montgomery County, Ohio, an Ohio municipal corporation as trustee for the public, grantee, whose tax-mailing address is 100 West Spring Valley Road, Centerville, Montgomery County, Ohio 45458, for a term of ninety-nine (99) years commencing on the date of execution hereof, an easement for the installation, maintenance and replacement of utilities and for the public to pass on foot or with vehicles of every description over the property of grantors as described in Microfiche # 02-127089 of the Deed Records of Montgomery County, Ohio; the easement to run as described in Exhibit "A" attached hereto and incorporated herein. The easement shall be limited for all lawful purposes incident to the use of grantee's property for the installation, maintenance and replacement of utilities, public parking and ingress and egress as further explained in Exhibit "B" attached hereto and incorporated herein..

Grantee shall at all times improve and maintain the easement property.

Grantors shall have the right to use the way for purposes not inconsistent with grantee's full enjoyment of the easement granted.

The grant of easement shall run with the land and be binding on and inure to the benefit of the parties, their heirs, successors, and assigns.

If the easement is used for any purpose other than as provided above or if grantee fails to substantially perform his agreements, grantors may repossess and terminate the easement.

Prior Instrument Reference: Microfiche #02-127089 of the Deed Records of Montgomery County, Ohio.

The parties have signed this instrument on the __ day of _____, 200_.

W. RICHARD TEETERS

DEBRA TEETERS

State of Ohio
County of Montgomery *SS*:

The foregoing instrument was acknowledged before me this ___ day of _____,
200_ by W. RICHARD TEETERS and DEBRA TEETERS, husband and wife, Grantors.

NOTARY PUBLIC

This instrument was prepared by:
Scott A. Liberman, Attorney at Law
Altick & Corwin Co., LPA
1700 One Dayton Centre
1 South Main Street
Dayton, Ohio 45402

27 West Franklin Street
Centerville, OH 45459
July 21, 2004

Mr. Bill Covell
Interim Economic Development Administrator
City of Centerville
100 W. Spring Valley Rd.
Centerville, OH 45458

Re: Proposed ^{EASEMENT WEC 7/29/04} Purchase Agreement
27 West Franklin Street

Dear Bill:

This letter is in response to your letter dated April 30, 2004 and the proposed purchase agreement of our parking lot located at 27 West Franklin Street, Centerville, Ohio by the City of Centerville.

As you know Joli Boutique has been one of the City's biggest proponents encouraging, improving and promoting small business in the Heart of Centerville. We fully understand and appreciate the city's intention to improve parking and traffic circulation problems on West Franklin Street..

We will agree to the terms listed under Option II with the exception of the dollar amount of \$20,000; whereby the City would purchase our entire 8,113 square foot parking lot and driveway. Our property located at 27 West Franklin Street will continue to have ingress/egress from West Franklin Street and unrestricted access to the proposed community parking lot. The City will resurface the entire parking lot and driveway, as well as be responsible for maintaining the entire area. The City will be responsible for all engineering and legal costs required to complete Option II.

In addition, the above terms will be transferable to any new owners for a period of 99 years and to be negotiable upon completion of that term.

Our counter-offer agreement is ^{\$30,000 WEC 7/29/04} ~~\$50,000~~ including the above terms.

Mr. Bill Covell
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We are sure you understand that while the direct result will be reduction in our property taxes and elimination of maintenance costs, we also have to factor in that this negotiation will result in possible reduction of our property value and may be a potential resale issue in the future.

We understand this agreement is contingent upon approval by the Centerville City Council, look forward to reaching an amicable agreement and hearing from you shortly.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Richard & Debra L. Teeters". The signature is stylized and cursive, with a horizontal line extending from the end.

W. Richard & Debra L. Teeters

cc: Greg Horn, City Manager



C. Mark Kingseed, Mayor
Gregory B. Horn, City Manager

April 30, 2004

Mr. Richard W. and Mrs. Debra Teeters
27 West Franklin Street
Centerville, Ohio 45459

Re: Proposed Purchase Agreement

Dear Mr. and Mrs. Teeters:

Some time ago I approached you about obtaining a perpetual access and temporary construction easement in order to improve the parking and traffic circulation problems on West Franklin Street. At that time you indicated that you did not have an interest in granting an easement, but that there was an interest in selling fee simple ownership. I respectfully submit two alternatives for your consideration.

Option I - Under this option the City would purchase approximately 4,628 square feet to the rear of your property (property A). This area roughly overlays the land that is encumbered by the current ground lease. In addition the City will guarantee your continued ingress/egress to West Franklin Street, continued access to the proposed community parking lot and maintain your driveway due to increased traffic. In addition the City will be responsible for all engineering and legal costs required to complete Option I. The City of Centerville proposes to pay you \$10,000 under this option.

Option II - Under Option II the City would purchase your entire 8,113 square foot parking lot and driveway (properties A & B). As in Option I, your property (27 West Franklin Street) will continue to have ingress/egress from West Franklin Street and unrestricted access to the proposed community parking lot. In addition, the City will resurface the entire parking lot and driveway as well as being responsible for maintaining the entire area. The City will be responsible for all engineering and legal costs required to complete Option II. The City proposes to pay you \$20,000 under this alternative.

The direct result of your approval of either of these options, will be a substantial reduction in your property taxes as well as the elimination of all costs associated with maintaining your parking lot and driveway.

After you have had the opportunity to review these options please call me at 428-4766 so that we can discuss the City's offer. My offers are contingent upon approval by the Centerville City Council.

Thank you for your consideration and support of the Heart of Centerville.

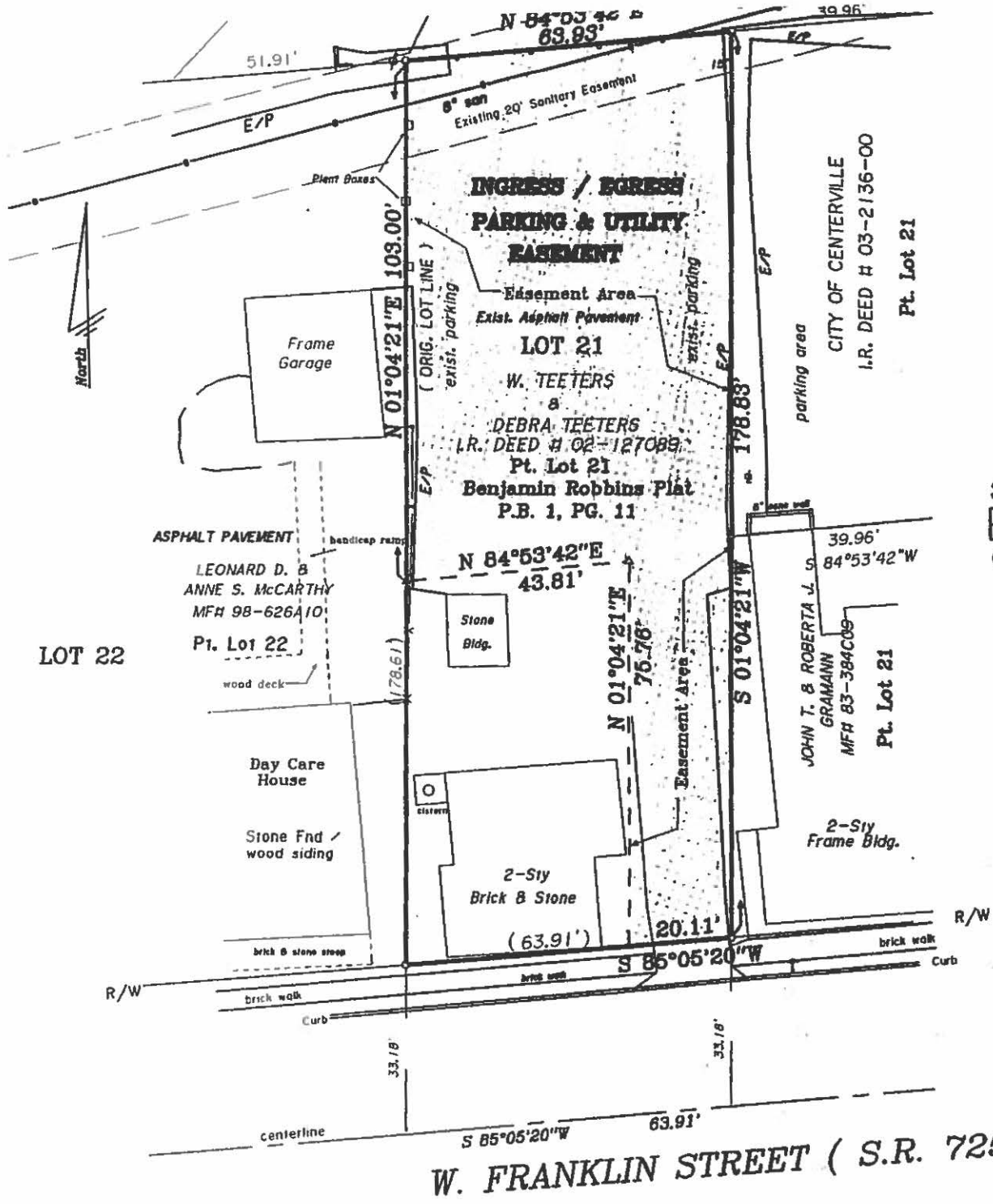
Sincerely,

A handwritten signature in cursive script that reads "Bill Covell".

Bill Covell

Interim Economic Development Administrator

Cc: Greg Horn, City Manager



**EXHIBIT TO INGRESS / EGRESS
PARKING & UTILITY
EASEMENT
CITY OF CENTERVILLE
Pt. Lot 21
Benjamin Robbins Plat - P.B. 1, PG. 11
City of Centerville
Montgomery County, Ohio**

McDougall, Marsh & Chico
Surveyors and Civil Engineers
8529 Byers Road Tel: 937-847-2660
Miamisburg, Ohio 45342 Fax 937-847-2670



Thomas K. Marsh
Thomas K. Marsh, P.S. #7735