

RESOLUTION NO. 18-90
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Mark Kugseed ON THE
18th DAY OF June, 1990.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH JOAN F. WILLIAMS FOR THE PURCHASE OF REAL PROPERTY FOR RIGHT OF WAY PURPOSES AND AUTHORIZING THE PAYMENT THEREFORE.

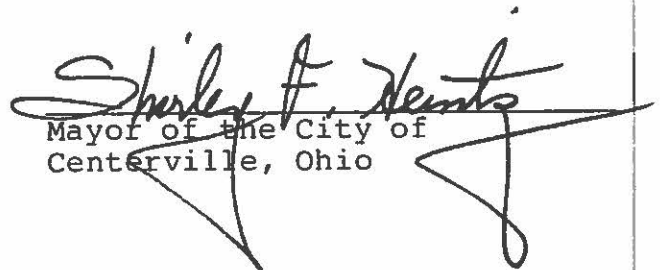
THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized and directed to enter into a contract for the purchase of real property for right of way purposes with Joan F. Williams. A copy of said contract is attached hereto as Exhibit "A" and incorporated herein.

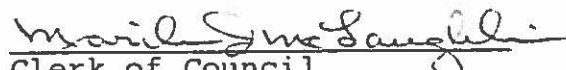
Section 2. That the amount of money specified in the contract is hereby authorized to be expended by the City of Centerville for the purpose of right of way described in Exhibit "A".

Section 3. As a resolution, this measure shall become effective immediately upon passage.

PASSED THIS 18th day of June, 1990.


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 the foregoing to be a true and correct copy of Resolution No. 18-90, passed by the Council of the City of Centerville, Ohio, on the 12th day of June, 1990.

Marie J. Saur
Clerk of Council

Approved as to form, consistency with existing ordinances, the charter & constitutional provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

PROJECT MAIN ST./SPRING VALLEY RD. INTERSECTION IMPROVEMENTS 1989

PARCEL AT 155 West Spring Valley Road

OFFER TO SELL REAL ESTATE

1. I/ We Joan F. Williams

+ Joan F. Williams

hereinafter referred to as the "Owner(s)" hereby offer to sell to the City of Centerville, Ohio, hereinafter referred to as the "City" for the sum of Eight Thousand Dollars

(\$ 8,000.00), the real property described as follows:

See attached description

The City will permit the existing sanitary leach field that lies in this right-of-way acquisition to remain until the future roadway widening construction, which at this time is unknown. When the future roadway widening plans are developed, modification to the leach field may be required and will be addressed at that time. That part of the leach field removed or damaged by the road work will be restored or replaced as part of the road widening project costs. However, the City will not in any way assume the cost for the connection of this property to the existing sanitary sewer system if it becomes necessary in the future.

together with all improvements located wholly or partly thereon.

2. The consideration above stated includes compensation for all damages accruing from the taking of the real estate described herein.

3. The owner(s) will convey said property to the City in fee simple, free, clear and unencumbered, by deed of general warranty with full release of dower, and will procure, record and deliver to it all releases of all other interests therein which are necessary to convey such title including, but not by way of limitation, those of tenants, lessees or other now in possession, or in any manner

occupying said premises, and all assessment claims against the property. If, however, the conveyance of the property herein cannot be affected with the time stipulated because of defective title or the inability or refusal of the owner to convey said property, the owner shall be liable for all additional taxes and assessments which accrue as a result of said delay of conveyances.

4. Complete possession of the above described property shall be given to the City on date of conveyance to the City.

5. The City may withhold, at the time the sale is closed, a sufficient portion of the purchase money stated above to pay all fixed tax claims against the property for the payment of which the owner is obligated herein and all assessment claims against the property, and to pay all such tax and assessment claims which may then be liens but which cannot be paid until the amounts thereof are fixed. Any balance remaining after such claims are discharged shall be refunded to the owner, and the owner shall be liable for any deficiency.

WITNESSES:

X Maile D. [Signature]
X Harbert [Signature]

DATE June 6 1990
[Signature]

LAND DESCRIPTION
FOR RIGHT-OF-WAY AQUISITION

SPRING VALLEY ROAD
JOAN F. WILLIAMS

Situate in Section 30, Town 3, Range 5 M.R.S., Washington Township, City of Centerville, County of Montgomery, State of Ohio and being part of a 2.327 acre parcel conveyed to Joan F. Williams by deed recorded in MF 86-0311E05 of the deed records of Montgomery County and being more particularly described as follows:

Being the south 52.50 feet of the said Joan F. Williams parcel as delineated by a line distant 52.50 feet north of and parallel with the south line of section 30 and the centerline of Spring Valley Road, containing 0.292 acres of land, more or less, and subject to all legal easements and restrictions of record.

Description prepared by:
Lockwood, Jones & Beals, Inc.

By George N. Stephenson
George N. Stephenson, Ohio
Professional Surveyor #7264

Gross Take	0.292 Acres
PRO in Take	0.167 Acres
Net Take	0.125 Acres