

RESOLUTION NO. 9-89
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER J.V. Stone ON THE
20th DAY OF February, 1989.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH JOHN R. GUARASCI AND DON L. ASHBY FOR THE PURCHASE OF REAL PROPERTY FOR ROAD RIGHT OF WAY PURPOSES AND AUTHORIZING THE PAYMENT OF \$6,650.00 THEREFORE.

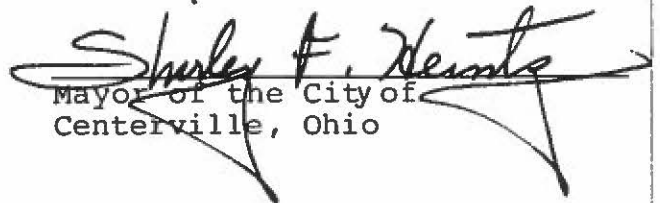
THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized and directed to enter into a contract for the purchase of real property for road right of way purposes with John R. Guarasci and Don L. Ashby. A copy of said contract is attached hereto as Exhibit "A" and incorporated herein.

Section 2. That the sum of \$6,650.00 is hereby authorized to be expended by the City of Centerville for the purpose of the road right of way and sign described in Exhibit "A".

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

PASSED THIS 20th day of February, 1989.


Mayor of the City of
Centerville, Ohio

ATTEST:

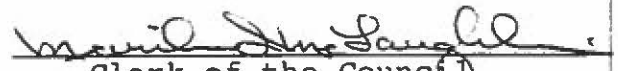

Clerk of Council
City of Centerville, Ohio

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. 9-89, passed by the Council of the City of Centerville, Ohio, on the 20th day of February, 1989.

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

Department of Law
Robert N. Farquhar
Municipal Attorney


Clerk of the Council

PROJECT _____

PARCEL NO. 23

OFFER TO SELL REAL ESTATE

1. I/We John R. Guarasci and Don L. Ashby

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 Six Thousand One Hundred Fifty Dollars (\$6,150),
 the real property described as follows:

As Described in exhibit "A"

Note - \$6650 includes \$500
 for the existing sign
 Noted 2-17-99

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 others 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 within 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:

DATE _____ 19__

x *H. R. [Signature]*
x *John [Signature]*
x *[Signature]*
x *Ruth Ashby*

This instrument was prepared by Robert E. Hunter, Attorney at Law .