

RESOLUTION NO. 10-89
CITY OF CENTERVILLE, OHIO

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

A RESOLUTION ACCEPTING THE TERMS OF A
TEMPORARY RIGHT OF WAY AGREEMENT AND
AUTHORIZING PAYMENT THEREFORE AS THEREIN
PROVIDED.

WHEREFORE, the City of Centerville, acting by and
through its agent entered into a temporary right of way agreement
in connection with the improvement of South Main Street/Spring
Valley Road with Carol A. and William R. Nance; and

WHEREAS, as part of said agreement the City of
Centerville agreed to pay Carol A. and William R. Nance the sum
of \$25.00;

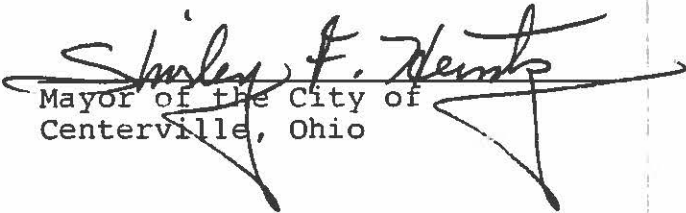
NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the articles of agreement with Carol
A. and William R. Nance attached hereto as Exhibit "A" is hereby
ratified and accepted by the City of Centerville.

Section 2. That the director of finance is hereby
authorized to pay to Carol A. and William R. Nance the sum of
Twenty Five Dollars (\$25.00).

Section 3. This resolution shall become effective
immediately upon passage.

PASSED THIS 20th day of February, 1989.


Mayor of the City of
Centerville, Ohio

ATTEST:


Clerk of Council

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. 10-89, passed by the Council of the City of Centerville, Ohio, on the 20th day of February, 1989.


Clerk of Council

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

Department of Law
Robert N. Farquhar
Municipal Attorney

TEMPORARY RIGHT OF WAY AGREEMENT

PARCEL NO. 27

Project S. Main Spring Valley, Montgomery County, Ohio

ARTICLES OF AGREEMENT

These articles of agreement, entered into this _____ day of _____; nineteen hundred and eighty-eight ~~eight~~ ^{xxxxxxx} nine by Carol A. and William R. Nance and the City of Centerville, State of Ohio, Witnesseth:

That Carol A. and William R. Nance for and in consideration of the sum of Twenty five Dollars (\$ 25.00) to them paid by the City of Centerville, the receipt of which is hereby acknowledged, do _____ hereby authorize the City of Centerville, or contractors to enter upon and use and use their land hereinafter described as Parcel No. 27, during the period beginning with the breaking of ground for the construction of the above highway improvement, and terminating when the completed work has been fully accepted by the City of Centerville, for the purpose of performing the work necessary to grade and seed

in accordance with plans and specifications prepared by the City of Centerville.

ACKNOWLEDGMENT

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns ~~forever~~, during construction

And the said Grantors, for themselves and their heirs, executors and administrators, hereby covenant with the said Grantee, its successors and assigns that he the true and lawful owner(s) of said premises and lawfully seized of the same in fee simple and ha good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that he will warrant and defend the same against all claims of all persons whosoever.

And for the consideration aforesaid _____ has

hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Carol A. and William R. Nance

have hereunto set their hand on the _____ day of _____ in the year of our Lord one thousand nine hundred and eighty nine

Signed and sealed in the presence of:

x Carol Nance
x William R. Nance

STATE OF OHIO)
MONTGOMERY COUNTY) SS:

Before me, a Notary Public in and for said County and State; personally appeared the above named Carol A. and William R. Nance who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at _____, this _____ day of _____ A.D. 19____.

This Instrument prepared by Robert Hunter, Attorney at Law.