

RESOLUTION NO. 12-69
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Bernard Samples ON THE
20th DAY OF March, 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 Revere Equities, L.P.; and

WHEREAS, as part of said agreement the City of
Centerville agreed to pay Revere Equities, L.P. the sum of \$5.00.

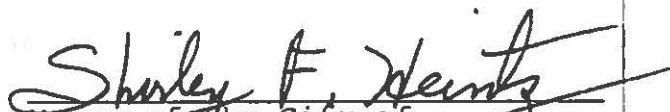
NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the articles of agreement with Revere
Equities, L.P. 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 Revere Equities, L.P. the sum of Five
Dollars (\$5.00).

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

PASSED THIS 20th day of March, 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. 12-89, passed by the Council of the City of Centerville, Ohio, on the 20th day of March, 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. 13T

Project: South Main/Spring Valley Road, Montgomery County, Ohio

ARTICLES OF AGREEMENT

These articles of agreement, entered into this 21st day of February; nineteen hundred and eighty-nine by Revere Equities, L.P. and the City of Centerville, State of Ohio, Witnesseth:

That Revere Equities, L.P. (the "Grantor") for and in consideration of the sum of Five Dollars (\$5.00) to it paid by the City of Centerville (the "Grantee"), the receipt of which is hereby acknowledged, do hereby authorize the City of Centerville, or contractors to enter upon and use the land hereinafter described as Parcel No. 13T, 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, seed and replace drive in accordance with plans and specifications prepared by the City of Centerville. This grant of right-of-way is temporary in nature and shall automatically terminate on the sooner of (i) the completion of construction and the restoration and repair of the property, or (ii) 270 days from the date of this Agreement. The parties agree that any and all costs associated with the construction and

restoration of the property, shall be at the sole cost and expense of Grantee. Grantee agrees at its sole cost and expense to repair and restore the property to the satisfaction of Grantor. Grantee agrees to indemnify, hold harmless and defend Grantor from and against any damages, claims or loss arising out of the construction, repairs and restoration of the Property that is the subject of this Agreement.

REVERE EQUITIES, L.P.
 By: [Signature]
 Paul V. Profeta,
 General Partner

By: [Signature]
 Andrew M. Phillips,
 Limited Partner

STATE OF NEW JERSEY)
) SS.
 COUNTY OF ESSEX)

Before me, a notary in and for said County, on the day of *February 21*, 1989 personally appeared Paul V. Profeta and Andrew M. Phillips of the above named Revere Equities, L.P. who acknowledged that they did sign and seal said instrument as General Partner and Limited Partner, respectively, of said Revere Equities, L.P. in behalf of the above-named Grantor limited partnership, and that such instrument is the voluntary act and deed of the said Paul V. Profeta and Andrew M. Phillips as such partners, and the voluntary act and deed of the said Grantor Partnership for the uses and purposes herein expressed.

[Signature]
 Notary Public

LEONIE M. STOPA
 A Notary Public of New Jersey
 My Commission Expires 1/25/94