

RESOLUTION NO. 18-89
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER J. V. Stone ON THE
17th DAY OF April, 1989.

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

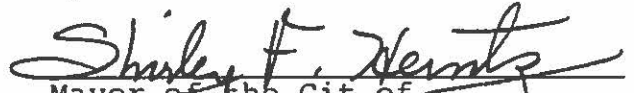
THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized and directed to enter into a contract for the purchase of real property for road right of way purposes with Norma Burtcher. 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 the road right of way described in Exhibit "A".

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

PASSED THIS 17th day of April, 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. 18-89, passed by the Council of the City of Centerville, Ohio, on the 17th day of April, 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. 17

OFFER TO SELL REAL ESTATE

1. I/We Norma Butcher

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 ~~THREE~~ ^{THREE} HUNDRED ~~THIRTY~~ ^{THIRTY} DOLLARS (\$6,300),

the real property described as follows:

as described on Exhibit A

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

Situate in the City of Centerville, Washington Township, Montgomery County, State of Ohio and being part of Lots 2 and 3 of the Hinsey plat tract as recorded in Plat Book "00" Page 13 of the Plat Records of Montgomery County as conveyed to Norma Butcher by Deed recorded on Book 1811, Page 538 of the Deed Records of Montgomery County, with centerline bearings based on a survey by Lockwood Jones and Beals Inc., done in 1986 and being more particularly bounded and described as follows:

Beginning at the intersection of the centerline of S.R. 48 with the centerline of Spring Valley Road;

Thence with the centerline of Spring Valley Road, N83°57'03"E 727.58 feet a point on the centerline of Spring Valley Road station 112+64.70;

Thence N6°02'57"W 30.00 feet to a point on the grantor's west line and the true point of beginning, said point being 20.50 feet left of the centerline of Spring Valley Road station 112+64.70;

Thence N6°02'57"W 23.00 feet to a point 43.00 feet left of the centerline of Spring Valley Road station 112+64.70;

Thence N83°57'03"E 193.42 feet to a point 43.00 feet left of the centerline of Spring Valley Road station 114+58.12;

Thence along the arc of a curve to the right having a radius of 2907.79 feet a distance of 83.29 feet, said arc having a chord bearing N84°46'17"E 83.29 feet to a point 43.00 feet left of the centerline of Spring Valley Road station 115+40.18;

Thence S6°02'57"E 21.31 feet to a point 21.71 feet left of the centerline of Spring Valley Road station 115+40.18;

Thence S83°57'03"W 276.70 feet to the point of beginning containing 0.1421 acres, (6190 sq. ft.), more or less, and subject to all legal easements and restrictions of record.

Description prepared by Lockwood, Jones and Beals Inc.

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:

Robert A. [Signature]

DATE April 14 1989

M. [Signature]

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