

RESOLUTION NO. 31-89
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Brooks Compton ON THE
15th DAY OF May, 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 Thomas F. and Robert P. O'Rourke; and

WHEREAS, as part of said agreement the City of
Centerville agreed to pay Thomas F. and Robert P. O'Rourke for
this temporary right of way.

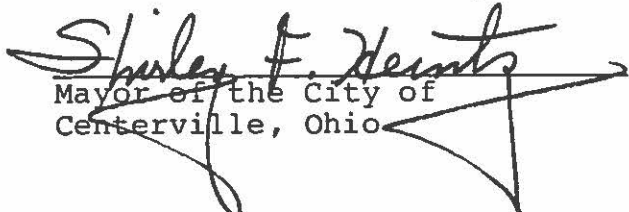
NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the articles of agreement with Thomas
F. and Robert P. O'Rourke 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 Thomas F. and Robert P. O'Rourke the sum of
money as herein defined in Exhibit "A".

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

PASSED THIS 15th day of May, 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. 31-89, passed by the Council of the City of Centerville, Ohio, on the 15th day of May, 1989.

Mauro J. McLaughlin
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. _____

Project _____, Montgomery County, Ohio

ARTICLES OF AGREEMENT

These articles of agreement, entered into this _____ day of April; nineteen hundred and eighty-eight by Thomas F & Robert P O'Rourke and the City of Centerville, State of Ohio, Witnesseth:

That Thomas F & Robert P O'Rourke for and in consideration of the sum of One Thousand Dollars (\$1000⁰⁰) to them paid by the City of Centerville, the receipt of which is hereby acknowledged, do we hereby authorize the City of Centerville, or contractors to enter upon and use and use their land hereinafter described as Parcel No. _____, 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 & seal replace drains
Spring Valley Drive moved 20 ft East

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

Being a parcel of land situated in Montgomery. Ohio, City of Centerville,
more particularly described as follows:

As shown on exhibit "A".

It is understood and agreed by the City of Centerville that if the option
granted to Ashland Oil Co. is not exercised and the owners continue to operate
a "76" station after the construction by the City then the City will pay to the
owners the cost of restoring the signs on the property; the cost to the City
to be actual cost but in no event to exceed \$5980.00

The City of Centerville, its agents, employees or assigns, shall have
the right and authority to go on the lands above described for the
purpose of removing trees shrubbery, structures, or any appurtances
thereto, and completing the improvement in accordance with the plans
on file.

And it is further understood and agreed that after completion of the
above project, the City of Centerville assumes no obligation of main-
tainance of the work done on the area described herein.

IN WITNESS WHEREOF

Thomas F O'Rourke

have hereunto set hand on

Signed and sealed in the presence of:

Thomas F O'Rourke

STATE OF OHIO)
) SS:
MONTGOMERY COUNTY

Before me, a Notary Public in and for said County and State, personally
appeared the above named _____
Who acknowledged that he did sign the foregoing instrument and that
the same is he free act and deed.
IN TESTIMONY WHEREOF I have hereunto set my hand and seal at _____

THIS _____ day of _____ 1989

SPRING VALLEY ROAD & S.R.48 PHASE 1

PARCEL NO. 8-T

THOMAS F. O'ROURKE & ROBERT F. O'ROURKE

SITUATE IN THE CITY OF CENTERVILLE, WASHINGTON TOWNSHIP, MONTGOMERY COUNTY, STATE OF OHIO AND BEING PART OF A 0.845 ACRE TRACT CONVEYED TO THOMAS F. O'ROURKE & ROBERT F. O'ROURKE BY DEED RECORDED IN MICROFICHE 82-458A08 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 S.R. 48, N1°01'45" W 55.00 FEET TO A POINT ON THE CENTERLINE OF S.R. 48 STATION 48+24.32; THENCE N88°58'15"E 60.00 FEET TO THE GRANTOR'S SOUTHWEST CORNER AND BEING ALSO ON THE EAST RIGHT OF WAY LINE, SAID CORNER BEING 60.00 FEET RIGHT OF THE CENTERLINE OF S.R. 48 STATION 48+24.32 AND THE TRUE POINT OF BEGINNING;

THENCE N1°01'45"W 174.94 FEET ALONG THE GRANTOR'S WEST LINE AND THE SAID RIGHT OF WAY LINE, TO A POINT 60.00 FEET RIGHT OF THE CENTERLINE OF S.R. 48 STATION 49+99.26;

THENCE N84°21'45"E 5.02 FEET TO A POINT 65.00 FEET RIGHT OF THE CENTERLINE OF S.R. 48 STATION 49+99.66;

THENCE S1°01'45"E 166.91 FEET TO A POINT 65.00 FEET RIGHT OF THE CENTERLINE OF S.R. 48 STATION 48+32.75;

THENCE N84°21'52"E 107.71 FEET TO A POINT 58.00 FEET LEFT OF THE CENTERLINE OF SPRING VALLEY ROAD STATION 121+70.00;

THENCE S5°38'08"E 8.00 FEET TO THE GRANTOR'S SOUTHEAST CORNER AND A POINT ON THE NORTH RIGHT OF WAY LINE OF SPRING VALLEY ROAD SAID POINT BEING 50.00 FEET LEFT OF THE CENTERLINE OF SPRING VALLEY ROAD STATION 121+70.00;

THENCE S84°21'52"W 113.37 FEET ALONG THE GRANTOR'S SOUTH LINE AND THE SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 0.0399 ACRES, (1739 SQ.FT.), MORE OR LESS, AND SUBJECT TO ALL LEGAL EASEMENTS AND RESTRICTIONS OF RECORD.

DESCRIPTION PREPARED BY:

LOCKWOOD, JONES AND BEALS INC.

by _____
JOHN J. BEALS, OHIO P. S. 5312

Prior Deed References: