

RESOLUTION NO. 32-89
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Brooks Compton ON THE
15th DAY OF May, 1989.

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

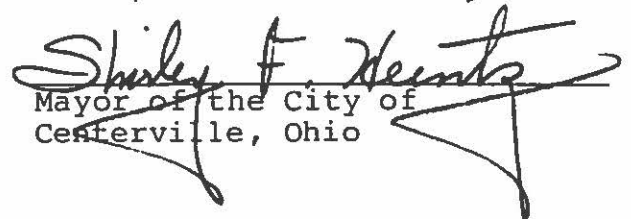
THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

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 the Beta Group. 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 15th day of May, 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. 32-89, passed by the Council of the City of Centerville, Ohio, on the 15th day of May, 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. 22

OFFER TO SELL REAL ESTATE

1. I/We Beta Group

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 ~~FIVE~~ Seven Hundred (\$ 705.00), the real property described as follows:

AS described in 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

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:

RB
Margaret M. Miller

DATE April 27 1989

Charles B. Hunter
Lawson Cunningham

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

Situate in the Section 29, Town 3, Range 5, M.R.S., Washington Township, Montgomery County, State of Ohio and being part of a 0.9320 acre tract conveyed to Beta Group by Deed recorded on Microfiche 81-464C09 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, N84°21'52"E 428.92 feet to a point the centerline of Spring Valley Road station 124+21.33;

Thence S5°38'08"E 43.00 feet to the true point of beginning, said point being on the grantor's west line at station 124+21.33 43.00 feet right of centerline of Spring Valley Road;

Thence N84°21'52"E 20.81 feet to a point 43.00 feet right of the centerline of Spring Valley Road station 124+42.13;

Thence S1°01'08"E 17.06 feet to a point on the grantor's east line 60.00 feet right of the centerline of Spring Valley Road station 124+40.76;

Thence S84°21'52"W 19.79 feet to a point 60.00 feet right of the centerline of Spring Valley Road station 124+20.97;

Thence along the grantor's west line N4°26'24"W 17.00 feet to the point of beginning containing 0.0079 acres, (345 sq. ft.), more or less, and subject to all legal easements and restrictions of record.

Description prepared by Lockwood, Jones and Beals Inc.