

RESOLUTION NO. 35-89
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Jeffrey Silver ON THE
19th DAY OF June, 1989.

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

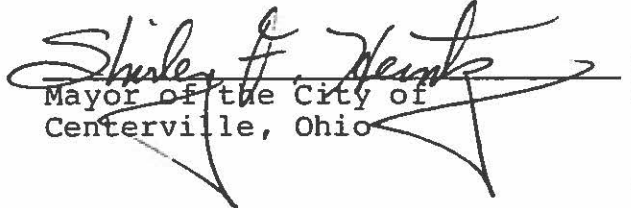
THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

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 JAM Corporation. 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 19th day of June, 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. 35-89, passed by the Council of the City of Centerville, Ohio, on the 19th day of June, 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. 24

OFFER TO SELL REAL ESTATE

1. I/We JAM Corporation

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 Thousand Eight Hundred Fifty - Two (\$ 5852.00), the real property described as follows:

Attached as 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.

SEE ATTACHED EXHIBIT "B" MADE HEREIN A PART OF.

WITNESSES:

Anna Rose

DATE May 11 1985

Stanco Inc
By: [Signature]

PRESIDENT

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 0.677 acre tract conveyed to Jam Co. by Deed recorded on Book 2379, Page 293 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 637.30 feet to the grantor's northwest corner and the true point of beginning, said point being on the centerline of Spring Valley Road station 126+29.71;

Thence N84°21'52"E 100.00 feet along the grantor's north line to the grantor's northeast corner, said point 0.00 feet right of the centerline of Spring Valley Road station 127+29.71

Thence S6°33'08"E 43.01 feet along the grantor's east line to a point on the grantor's east line 43.00 feet right of the centerline of Spring Valley Road station 127+30.40;

Thence S84°21'52"W 104.16 feet to a point on the grantor's west line 43.00 feet right of the centerline of Spring Valley Road station 126+26.23;

Thence along grantor's west line N1°01'08"W 43.14 feet to the point of beginning containing 0.1008 acres, (4389 sq. ft.), more or less, and subject to all legal easements and restrictions of record.

Description prepared by Lockwood, Jones and Beals Inc.

EXHIBIT "B"

It is agreed upon between the "owners" and the "city", that if the county requires the owners to install landscaping on the owners remainder parcel after the right-of-way acquisition by the city that the city will pay all costs and damages caused by the installation of the landscaping requirements.

ACKNOWLEDGMENT

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

And the said Grantor, for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner of said premises, and is lawfully seized of the same in fee simple, and has 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 it will warrant and defend the same against all claims of all persons whomever.~~ m5-

IN WITNESS WHEREOF, said Anthony K. Lark has caused its corporate name to be subscribed and its corporate seal to be affixed by its _____ president and _____ secretary this 11th day of May, in the year of our Lord one thousand nine hundred and eighty nine.

In presence of:

Anna W King
Anna Rose

Jarco Inc
BY [Signature] PRISON
Shirley A Lark SEC.

STATE OF OHIO)
MONTGOMERY COUNTY) SS:

Before me, a Notary Public, in and for said county, personally appeared Anthony K Lark, _____ president and Shirley A Lark, _____ secretary of JARCO Inc.

_____ the corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such _____ president and _____ secretary in behalf of said corporation and by authority of its board of directors; and that said instrument is their free act and deed individually and as such _____ president and _____ secretary and the free and corporate act and deed of said May 11 1989.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Centerville, Ohio, this 11th day of May, 1989.

Anna W King
My Commission expires 4-29-93