

RESOLUTION NUMBER 23-80

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Jeffrey Siler ON THE
12th DAY OF May, 1980.

A RESOLUTION ACCEPTING THE OFFER TO SELL
REAL ESTATE TO THE CITY OF CENTERVILLE
MADE BY RICK R. PRICE AND CINDY R. PRICE,
HUSBAND AND WIFE AND AUTHORIZING PAYMENT
THEREFORE.

WHEREAS, Rick R. Price and Cindy R. Price, husband and
wife offered to sell to the City of Centerville certain real estate
as described in said offer for the sum of Five Thousand Dollars
(\$5,000); and

WHEREAS, the Council of City of Centerville upon due
consideration does believe said offer to be fair in all respects
and consider said purchase to be necessary in connection with the
improvement of Clyo Road;

NOW THEREFORE, the municipality of Centerville hereby
resolves;

Section I. That the offer to sell real estate, a copy of which is
attached hereto, marked Exhibit "A" and incorporated herein is
hereby accepted.

Section II. That the director of finance is hereby authorized to
pay to Rick R. Price and Cindy R. Price, husband and wife the sum
of Five Thousand Dollars (\$5,000) and the City Manager of the City
of Centerville is hereby authorized and directed to do any and
everything necessary in order to carry out the terms of said offer
to sell real estate.

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

PASSED THIS 12th day of May, 1980.

Russell E. Jurek
Councilman - City of Centerville, Ohio

ATTEST:

Maude J. McLaughlin
Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of
Centerville, Ohio, hereby certifies the foregoing to be a true and
correct copy of Resolution No. 23-80, passed by the
Council of the City of Centerville, Ohio, on the 12th day of
May, 1980.

Maude J. McLaughlin
Clerk of Council

PARCEL NO. _____

OFFER TO SELL REAL ESTATE

1. I/We

Rick R Price + Cindy R Price
Rick R Price Cindy R Price

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 (\$5,000), the real property described in Exhibit A which is attached and made part hereof together with all temporary easements and channel easements described in Exhibit B which is attached and made part hereof.

That as part of the consideration, it is agreed as follows:

none

2. The consideration above stated included compensation for all damages accruing from the taking of the real estate described herein and for the temporary easements and channel easements.

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 effected 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 the 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.

6. Prior to its acceptance by the City, which acceptance must be made by legislation passed by the Council of the City, the execution of this offer by the owner(s) shall constitute an offer to sell which shall continue for a period of sixty (60) days from the date of such execution. Upon the acceptance by the City within said period, this offer, together with such acceptance, shall constitute a valid and binding contract of purchase and sale; and the sale shall be closed on or before thirty (30) days after such acceptance by the City.

7. Delivery by the owner(s) of the deed hereinabove provided for and the acceptance by the City of said deed shall be upon the express conditions and reservation that such delivery and acceptance shall not be deemed to extinguish, waive, or discharge any of the obligations of the owner(s) or the City hereunder not stipulated or contained in said deed, nor in any way to prejudice or bar the owner(s) or the City in asserting any of its rights hereunder.

8. That after acceptance by the City of this offer the owner(s) will not contest any action which the City has or may institute to appropriate said property to public use and in such proceeding the owner(s) will appear and consent that the jury in its verdict and the Court in its judgment entry may make the amount of the purchase money stated above the amount of the compensation awarded for the appropriation of said property to public use. The owner(s) also consents to the filing and use of this offer in such proceedings as evidence of the agreed value of said property.

WITNESSES:

DATE _____ 19 _____

Being a parcel of land in the southwest quarter of Section 19, Town 2, Range 6, B.M.R.S., Washington Township, City of Centerville, Montgomery County, Ohio and being more fully described as follows:

Being part of Lot No. 2 of Kaydeb's First Subdivision, as recorded in Plat Book PP, page 74 and more particularly described as beginning at the southeast corner of Lot No. 2, said corner located 35.00 feet left of Station 27+15.60 on Clys Road center line;

thence, north 89° 14' 52" west 8.00 feet with the south line of Lot No. 2 to a point;

thence, north zero degree 45' 08" east 140.00 feet to a point on the north line of Lot No. 2;

thence, south 89° 14' 52" east 8.00 feet with the north line of Lot No. 2 to the northeast corner of said lot;

thence, south zero degree 45' 08" west 140.00 feet with the east line of Lot No. 2 to the place of beginning, containing 0.026 acre, more or less, and subject to all legal highways and easements of record.

Grantor acquired title to the above described parcel by deed as recorded in Microfiche No. D 76095A02

This description was prepared on October 29, 1979, by Stephen Dee Worl Registered Surveyor No. 5366, from a centerline survey of Clys Road made by same in July, 1979.

Microfiche No. 76-095A02

Last Transfer: Deed Record ~~Volume~~, Page

PARCEL NO. _____

PROJECT _____, SECTION _____, MONTGOMERY COUNTY, OHIO.

ARTICLES OF AGREEMENT

These articles of agreement, entered into this _____ day of _____, 19____ by _____

That _____ for and in consideration

of the sum of _____ Dollars (\$ _____), to _____ paid by the City of Centerville, the receipt of which is hereby acknowledged, do hereby authorize the City of Centerville or its duly authorized agents, employees, or contractors to enter upon and use _____ land hereinafter described as Parcel No. _____, during the period beginning with the breaking of ground for construction of the above street 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 _____

IN ACCORDANCE WITH THE PLANS PREPARED BY _____ Design Enterprise LTD and specifications prepared by the City of Centerville, Ohio.

PARCEL NO. _____

Being a parcel of land situated in the City of Centerville, County of Montgomery, State of Ohio, Section _____ 19 _____, Town _____ 2 _____ Range _____ 6 _____, and lying on the _____ side _____ of a survey, made by _____ Stephen Worl _____

and recorded in _____ Book _____ and being located within the following described points in the boundary thereof:

Commencing for reference at an existing railroad spike at the southeast corner of said southwest quarter, spike also being located at the intersection of the centerline of Clio Road and Franklin Street;

- thence, north 0° 45' 08" east 2115.60 feet with the east line of said quarter and centerline of Clio Road to a point located at Station 27+15.60 on the Clio Road centerline;
- thence, north 89° 14' 52" west 43.00 feet to a point on the grantor's south line;
- thence, north 0° 45' 08" east 140.00 feet to a point on the grantor's north line;
- thence, north 89° 14' 52" west 10.00 feet with the grantor's north line to a point;
- thence, south 0° 45' 08" west 140.00 feet to a point on the grantor's south line;
- thence, south 89° 14' 52" east 10.00 feet with the grantor's south line to the true point of beginning, containing 0.032 acres, more or less, and subject to all legal highways and easements of record.

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