

RESOLUTION NUMBER 25-80

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 RICHARD FOX AND NELL FOX,  
HUSBAND AND WIFE AND AUTHORIZING PAYMENT  
THEREFORE.

WHEREAS, Richard Fox and Nell Fox, husband and wife  
offered to sell to the City of Centerville certain real estate as  
described in said offer for the sum of Eight Thousand Nine Hundred  
Fifty Dollars (\$8,950); 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 Richard Fox and Nell Fox, husband and wife the sum of Eight  
Thousand Nine Hundred Fifty Dollars (\$8,950) 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. Duntman, Jr.  
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. 25-80, 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 Richard Fox and Nell Fox

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 Eighty Nine Hundred and Fifty (\$8950), 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:

- 1 City to tie <sup>cellar</sup>~~stamp~~ drain to storm sewer
- 2 Owner to re-install fence without permit  
R.P. Fox

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 \_\_\_\_\_

x Richard D. Foy

x Nell Foy

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CLYO ROAD

LEGAL DESCRIPTION  
Parcel No. 15

GRANTOR: Richard & Nell Fox  
GRANTEE: City of Centerville  
PREPARED: October 29, 1979

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:

Beginning at an existing railroad spike in the northeast corner of said southwest  
quarter, said spike being located at the grantor's northeast corner and station  
32+96.87 on the centerline of Clyo Road;

thence, south zero degree 45' 08" west 170.47 feet with the east line of said quart  
and centerline of Clyo Road to a point located at the grantor's southeast corner;

thence, south 88° 45' 08" west 43.03 feet with the grantor's south line to a point;

thence, north zero degree 45' 08" east, 170.47 feet to a point on the grantor's  
north line and north line of said southwest quarter;

thence, north 88° 45' 08" east 43.03 feet with the north line of said quarter to  
the place of beginning, containing 0.168 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 Vol. 12  
page 444.

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

A temporary right of way easement during the period beginning with the breaking of ground for the construction of the Cloyo Road 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 construct back slopes, grading and seeding within the limits shown on the right of way plans, in the real estate described as follows to wit:

Being a parcel of land in the northwest 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:

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 Cloyo Road and Franklin Street;

thence, north  $0^{\circ} 45' 08''$  east 2526.40 feet with the east line of said quarter and centerline of Cloyo Road to a point located at Station 31+26.40 on the Cloyo Road centerline;

thence, south  $88^{\circ} 45' 08''$  west 43.03 feet with the grantor's south line to a point marking the true place of beginning of the easement herein conveyed;

thence, north  $0^{\circ} 45' 08''$  east 170.47 feet to a point on the grantor's north line;

thence, south  $88^{\circ} 45' 08''$  west 10.00 feet with the grantor's north line to a point;

thence, south  $0^{\circ} 45' 08''$  west 170.47 feet to a point on the grantor's south line.

thence, north  $88^{\circ} 45' 08''$  east 10.00 feet with the grantor's south line to the true place of beginning, containing .039 acres, more or less, and subject to all legal highways and easements of record.