

RESOLUTION NUMBER 36-80

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Russell Sweetman ON THE
16th DAY OF June, 1980.

A RESOLUTION ACCEPTING THE OFFER TO SELL
REAL ESTATE TO THE CITY OF CENTERVILLE
MADE BY WILLARD NEARING AND MARJORIE NEARING,
HUSBAND AND WIFE AND AUTHORIZING PAYMENT
THEREFORE.

WHEREAS, Willard Nearing and Marjorie Nearing, 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
Four Hundred Dollars (\$5,400); and

WHEREAS, the Council of the 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 Willard Nearing and Marjorie Nearing, husband and wife the
sum of Five Thousand Four Hundred Dollars (\$5,400) 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 16th day of June, 1980.

Dora C. Lake
Deputy - Mayor - City of Centerville, Ohio

ATTEST:

Marion J. Laugel
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. 36-80, passed by the
Council of the City of Centerville, Ohio, on the 16th day of
June, 1980.

Marion J. Laugel
Clerk of Council

PROJECT _____

PARCEL NO. 17

OFFER TO SELL REAL ESTATE

1. I/We Willard Nearing and Marjorie Nearing, husband and wife

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 Fifty-four Hundred (\$ 5400.00), 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, ^{per RK} it is agreed as follows:

1. City to repair or restore septic system failure occurring within the period ^{that} of work is warranted by the contractor for the Clyo Road improvement project.
2. Tie in existing drains to storm drainage.

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 June 13 1980

Robert E Hunter

Willard C. Manning

Marjorie L. Fearing

CLYO ROAD

LEGAL DESCRIPTION
Parcel No. 17

GRANTOR: Willard C. Nearing
GRANTEE: City of Centerville
PREPARED: October 29, 1979

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 in the southeast corner of said northwest quarter, said spike being located at Station 32+96.87 on the centerline of Clyo Road;

Thence, north zero degree 45' 08" east 193.50 feet with the east line of said quarter and centerline of Clyo Road to a point at Station 34+90.37, said point marking the principle place of beginning of the parcel herein conveyed;

thence, continuing north zero degree 45' 08" east 160.00 feet with the east line of said quarter and centerline of Clyo Road to a point at the grantor's northeast corner;

thence, north 89° 14' 52" west 43.00 feet with the grantor's north line to a point;

thence, south zero degree 45' 08" west 160.00 feet to a point on the grantor's south line;

thence, south 89° 14' 52" east 43.00 feet with the grantor's south line to the principle place of beginning, containing 0.158 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. page 651.

This description was prepared on October 29, 1979, by Stephen Dee Worl, Register Surveyor No. 5366, from a centerline survey of Clyo Road made by same in July 19

