

RESOLUTION NUMBER 37-80

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 Thirty Six  
Thousand Dollars (\$36,000); 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 Thirty Six Thousand Dollars (\$36,000) 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 16th day of June, 1980.

[Signature]  
Deputy-Mayor - City of Centerville, Ohio

ATTEST:

[Signature]  
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. 37-80, passed by the  
Council of the City of Centerville, Ohio, on the 16th day of  
June, 1980.

[Signature]  
Clerk of Council

PARCEL NO. 16 16X 18 18X  
plus Temporis

## OFFER TO SELL REAL ESTATE

1. I/We Willard C Nearing + Margorie L 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 Thirty Six Thousand (\$36,000), 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:

- RH  
 1 City to have top soil panned from cultivated land and stored on site as determined by owner.  
 2 All drains to be tied into drainage system.  
 3 Close drive to farm house; create turn around at station 41+00 and gravel new drive as indicated by survey.  
 4 City agrees to allow owner to construct fence at back of sidewalk abutting cultivated area.  
 5 water line extended across Elgo at Ambidge + West Park, over on 3rd page

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.

Continued

6 City to have area around tree, located  
at ~~38~~ Station 38+71, maintained  
or well constructed to so as to try  
to save tree.

RH  
11/24/1

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:

*[Handwritten signature]*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE June 13 1980

*Wallace C. Harrison*  
*Marjorie L. Fearing*

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_







PARCEL 18

PARCEL 2 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 the grantor's southeast corner and Station 32+96.87 on the centerline of Clyo Road;

thence, north zero degree 45' 08" east 353.50 feet with the centerline of Clyo Road to a point at station 36+50.37, said point marking the principle place of beginning of the parcel herein conveyed;

thence, north 89° 14' 52" west 43.00 feet with the north line of the Willard C. Nearing tract as recorded in Deed Book 1845, page 651, to a point;

thence, north zero degree 45' 08" east 1764.60 feet to a point;

thence, north zero degree 33' 03" east 584.87 feet to a point;

thence, north 49° 14' 26" west, 73.86 feet to a point on the existing south right-of-way of Alexandersville-Bellbrook Road;

thence, north zero degree 27' 15" west 33.00 feet to a point on the centerline of Alexandersville-Bellbrook Road;

thence, north 89° 32' 45" east 100.00 feet with the grantor's north line and north line of Section 19 to the northeast corner of said northwest quarter section;

thence, south zero degree 33' 03" west 667.38 feet with the grantor's east line to a point at Station 54+15.05 on Clyo Road;

thence, south zero degree 45' 08" west 1764.68 feet with the grantor's east line and centerline of Clyo Road to the principle place of beginning, containing 2.475 acres, more or less, and subject to all legal highways and easements of record.

The present right-of-way occupied consists of 1.177 acres, more or less.

Grantor acquired title to the above described parcel by deed as recorded in Vol.1482, page 166.

This description was prepared on December 10, 1979, by Stephen Dee Worl, Registered Surveyor No. 5366, from a centerline survey of Clyo Road made by same in July, 1979.



*the following real property:* PARCEL 16 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:

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

thence, south 88° 45' 08" west 43.03 feet with the south line of said quarter to a point;

thence, north zero degree 45' 08" east 195.00 feet to a point on the south line of the Willard C. Nearing tract as recorded in Deed Book 1845, page 651;

thence, south 89° 14' 52" east 43.00 feet with the W. Nearing tract to a point on the east line of said quarter and Station 34+90.37 centerline of Clyo Road;

thence, south zero degree 45' 08" west 193.50 feet, with the east line of said quarter and centerline of Clyo Road to the place of beginning, containing 0.192 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. 1482, page 166.

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 channel easement for the right to construct and maintain a perpetual watercourse and drainage structures with the owner retaining the right to use the area for any other purpose provided that such use does not impair the proper functioning of the highway drainage facilities within the following area:

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 northwest quarter, said spike being located at the grantor's southeast corner and Station 32+96.87 on the centerline of Clio Road;

thence, north zero degree 45' 08" east 433.13 feet with the centerline of Clio Road;

thence, north 89° 14' 52" west 43.00 feet to a point on the west right-of-way line of Clio Road, said point being the principle place of beginning of the easement herein conveyed, said point being located 43 feet left of Station 37+ 30 on the centerline of Clio Road;

thence, continuing north 89° 14' 52" west 27.00 feet to a point;

thence, north zero degree 45' 08" east 30.00 feet to a point;

thence, south 89° 14' 52" east 27.00 feet to a point 43 feet left of Station 37+60 on the centerline of Clio Road;

thence, south zero degree 45' 08" west 30.00 feet with the west line of Clio Road to the principle place of beginning, containing 0.019 acre, more or less, and subject to all easements of record.

Grantor acquired title to the above described parcel by deed as recorded in Vol. 1 page 165.

This description was prepared on December 12, 1979 by Stephen Dee Worl, Registered Surveyor No. 5366, from a centerline survey of Clio Road made by same in July 1979.

A channel easement for the right to construct and maintain a perpetual watercourse and drainage structures with the owner retaining the right to use the area for any other purpose provided that such use does not impair the proper functioning of the highway drainage facilities within the following area:

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 northwest quarter, said spike being located at the grantor's southeast corner and Station 32+ 96.87 on the centerline of Clio Road;

thence north zero degree 45' 08" east 2006.98 feet to a point at Station 53+03.85 on the centerline of Clio Road;

thence, north 89° 14' 52" west 43.00 feet to a point on the west right-of-way line of Clio Road marking the principle place of beginning of the tract herein conveyed

thence north 65° 34' 52" west 65.05 feet to a point;

thence north 24° 25' 08" east 68.69 feet to a point;

thence south 65° 34' 52" east 33.94 feet to a point on the west right-of-way line of Clio Road 43.00 left of Station 53+78.85;

thence south zero degree 45' 08" west 75.00 with the west right-of-way line of Clio Road to the principle place of beginning, containing 0.078 acre, more or less, and subject to all easements of record.

Grantor acquired title to the above described parcel by deed as recorded in Vol. 1 page 166.

This description was prepared on December 12, 1979 by Stephen Dee Worl, Registered Surveyor No. 5366, from a centerline survey of Clio Road made by same in July 1979.