

RESOLUTION NUMBER 40-80

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Shirley Heinz ON THE
30th DAY OF June, 1980.

A RESOLUTION ACCEPTING THE OFFER TO SELL
REAL ESTATE TO THE CITY OF CENTERVILLE,
MADE BY WINSTON D. LOWRY AND JUNE C. LOWRY,
HUSBAND AND WIFE AND AUTHORIZING PAYMENT
THEREFORE.

WHEREAS, Winston D. Lowry and June C. Lowry, husband and wife
offered to sell to the City of Centerville certain real estate as described
in said offer for the sum of Ten Thousand One Hundred Ninety-One Dollars
(\$10,191); 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.

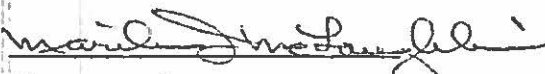
Section II. That the Director of Finance is hereby authorized to pay
Winston D. Lowry and June C. Lowry, husband and wife the sum of Ten Thousand
One Hundred Ninety-One Dollars (\$10,191) and the City Manager of the City of
Centerville is hereby authorized and directed to do any and everything
necessary 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 30th day of June, 1980.

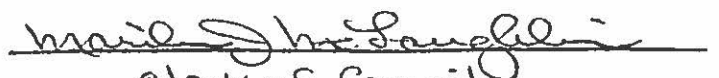

Deputy - Mayor, City of Centerville, Ohio

ATTEST:


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. 40-80, passed by the Council of the City of
Centerville, Ohio, on the 30th day of June, 1980


Clerk of Council

PARCEL NO.

13

OFFER TO SELL REAL ESTATE

1. I/We Winston D Lowry & Jane C Lowry husband & 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 Ten Thousand One hundred Ninety One (\$10,191), 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 pay owner for sod on areas terraced which do not grow grass from the seed provided by contractor

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__

Winston O. Lowry
Jane E. Lowry

CLYO ROAD
CHANNEL EASEMENT - LEGAL DESCRIPTION

Grantor: Winston D. Lowry
Grantee: City of Centerville

Grantor grants herein the right to construct and maintain a perpetual watercourse and drainage structures. The grantor retains 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 at the southeast corner of said southwest quarter, spike also being located at the intersection of the centerline of Clyo Road and Franklin Street;

thence, north $0^{\circ} 45' 08''$ east 4832.02 feet with the east line of said quarter and centerline of Clyo Road to a point located at Station 54+32.02 on the centerline of Clyo Road;

thence, north $0^{\circ} 33' 03''$ east 255.98 feet with the east line of said quarter and centerline of Clyo Road to a point located at Station 56+88 on the Clyo Road centerline;

thence, south $89^{\circ} 26' 57''$ east 43.00 feet to a point marking the principle place of beginning of easement herein conveyed;

thence, south $89^{\circ} 26' 57''$ east 15.00 feet to a point;

thence, north $0^{\circ} 33' 03''$ east 20.00 feet to a point;

thence, north $89^{\circ} 26' 57''$ west 15.00 feet to a point;

thence, south $0^{\circ} 33' 03''$ west 20.00 feet to the principle place of beginning, containing 0.007 acres, more or less, and subject to all legal highways and easements of record.

TEMPORARY EASEMENT

Grantor: Winston D. Lowry

Grantee: City of Centerville

A temporary right of way easement during the period beginning with the breaking of ground for the construction of the Clio 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 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 $0^{\circ} 45' 08''$ east 4832.02 feet with the east line of said quarter and centerline of Clio Road to a point located at Station 54+32.02 on the centerline of Clio Road;

thence, north $0^{\circ} 33' 03''$ east 196.74 feet with the centerline of Clio Road to a point located at Station 56+28.76 on the centerline of Clio Road;

thence, north $88^{\circ} 10' 03''$ east 43.04 feet to a point marking the true place of beginning of the easement herein conveyed;

thence, north $0^{\circ} 33' 03''$ east 400.00 feet to a point;

thence, north $88^{\circ} 10' 03''$ east 50.00 feet to a point;

thence, south $0^{\circ} 33' 03''$ west 30.00 feet to a point;

thence, south $88^{\circ} 10' 03''$ west 35.00 feet to a point;

thence, south $0^{\circ} 33' 03''$ west 110.00 feet to a point;

thence, north $88^{\circ} 10' 03''$ east 20.00 feet to a point;

thence, south $0^{\circ} 33' 03''$ west 30.00 feet to a point;

thence, south $88^{\circ} 10' 03''$ west 10.00 feet to a point;

thence, south $0^{\circ} 33' 03''$ west 230.00 feet to a point;

thence, south $88^{\circ} 10' 03''$ west 25.00 feet with the grantor's south line to the true place of beginning, containing 0.228 acres, more or less, and subject to all legal highways and easements of record.

CLYO ROAD

LEGAL DESCRIPTION
Parcel No. 13

GRANTOR: Winston D. Lowry
GRANTEE: City of Centerville
PREPARED: December 10, 1979

BEING A PARCEL OF LAND IN THE NORTHEAST 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 iron pin at the grantor's southwest corner, located at Station 56+28.76 on Clyo Road, and being the principle place of beginning of the tract herein conveyed;

thence, north zero degree 33' 03" east 453.67 feet with the grantor's west line and centerline of Clyo Road to a masonry nail at the northwest corner of the northeast quarter;

thence, south 80° 13' 07" east 100.00 feet with the grantor's north line and centerline of the Alexandersville-Bellbrook Road to a point;

thence, south 9° 46' 53" west 33.00 feet to a point on the existing south right-of-way line of the Alexandersville-Bellbrook Road;

thence, south 56° 41' 48" west 60.70 feet to a point;

thence, south zero degree 33' 03" west 369.45 feet to a point on the grantor's south line;

thence, south 88° 10' 03" west 43.04 feet with the grantor's south line to the place of beginning, containing 0.509 acre, more or less, and subject to all legal highways and easements of record. The present right-of-way occupied consists of 0.266 acre, more or less.

Grantor acquired title to the above described parcel by deed as recorded in Vol. 249 page 297.

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.