

RESOLUTION NO. 43-80  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN JAMES SINGER ON THE 4<sup>TH</sup>  
DAY OF AUGUST, 1980.

A RESOLUTION ACCEPTING THE OFFER TO SELL REAL ESTATE TO  
THE CITY OF CENTERVILLE, OHIO, MADE BY  
ARTHUR D. AND SHARON E. KISTLER,  
HUSBAND AND WIFE AND AUTHORIZING PAYMENT THEREFORE.

WHEREAS, Arthur D. Kistler and Sharon E. Kistler,  
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 Five  
Hundred Dollars (\$8,500); and

WHEREAS, the Council of the City of Centerville upon due considera-  
tion 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 1. That the offer to sell real estate, a copy of which is  
attached hereto, marked Exhibit "A" and incorporated herein is hereby  
accepted.

SECTION 2. That the Director of Finance is hereby authorized to pay  
Arthur D. Kistler and Sharon E. Kistler, husband and wife  
the sum of Eight Thousand Five Hundred (\$8,500) 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 3. This Resolution shall become effective immediately  
upon passage.

PASSED this 4<sup>TH</sup> day of AUGUST, 1980.

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

ATTEST:

[Signature]  
Clerk of the Council of the  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville,  
Ohio, hereby certifies the foregoing to be a true and correct copy of  
Resolution No. 43-80, passed by the Council of the City of Centerville,  
Ohio, on the 4<sup>TH</sup> day of AUGUST, 1980.

[Signature]  
Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions.

Department of Law  
Robert N. Farquhar  
Municipal Attorney

PROJECT

Clyo Rd

PARCEL NO.

7

OFFER TO SELL REAL ESTATE

Sharon E. Kistler 

1. I/We

and wife

Sharon E. Kistler  Kistler Husband

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 Five Hundred (\$85,000), 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.~~ <sup>shown on the plans on file in the</sup> office of the City Engineer.

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

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 8-1 1980

*[Handwritten signature]*

Sharon E. Kestler

Crystal Dorehek 8-1-80

Being part of Lot No. 3 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. 3, said corner located 35.00 feet left of Station 25+25.87 on Clyo Road center line;

thence, north 89° 16' 52" west 8.00 feet with the south line of Lot No. 3 to a point;

thence, north zero degree 45' 08" east 189.74 feet to a point on the north line of Lot No. 3;

thence, south 89° 14' 52" east 8.00 feet with the north line of Lot No. 3 to the northeast corner of said lot;

thence, south zero degree 45' 08" west 189.74 feet with the east line of said lot No. 3 to the place of beginning, containing 0.035 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. 72-644C09

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.

Microfiche No. 72-644C09  
*Last Transfer: Deed Record Kokone, Raga*

CLYO ROAD

CHANNEL EASEMENT - LEGAL DESCRIPTION

GRANTOR: Sharon E. Kistler  
GRANTEE: City of Centerville  
PREPARED: April 16, 1980

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 1925.87 feet with the east line of said quarter and centerline of Clyo Road to a point located at Station 25+25.87 on the Clyo Road centerline;

thence, north  $89^{\circ} 16' 52''$  west 43.00 feet with the grantor's south line to a point marking the principle place of beginning of the easement herein conveyed;

thence, north  $0^{\circ} 45' 08''$  east 10.00 feet to a point;

thence, north  $89^{\circ} 14' 52''$  west 15.00 feet to a point;

thence, south  $0^{\circ} 45' 08''$  west 10.00 feet to a point;

thence, south  $89^{\circ} 16' 52''$  east 15.00 feet to the principle place of beginning, containing 0.003 acre, more or less, and subject to all legal highways and easements of records.

SHARON E. KISTLER

A temporary right of way easement during the period beginning with the breaking of ground for the construction of the Clyo 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 on 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 Clyo Road and Franklin Street;

thence, north 0°45'08" east 1925.87 feet with the east line of said quarter and centerline of Clyo Road to a point located at Station 25+25.87 on the Clyo Road centerline;

thence, north 89°16'52" west 43.00 feet with the grantor's south line marking the true place of beginning of the easement herein conveyed;

thence, north 0°45'08" east 189.74 feet to a point on the grantor's north line;

thence, north 89°14'82" west 10.00 feet with the grantor's north line to a point;

thence, south 0°45'08" west 73.00 feet to a point;

thence, north 89°14'52" west 15.00 feet to a point;

thence, south 0°45'08" west 30.00 feet to a point;

thence, south 89°14'52" east 15.00 feet to a point;

thence, south 0°45'08" west 86.74 feet to a point on the grantor's south line

thence, south 89°16'52" east 10.00 feet with the grantor's south line to the true point of beginning, containing 0.054 acres, more or less, and subject to all legal highways and easements of records.