

RESOLUTION NO. 51-80
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Leonard Stubbs ON THE 15th
DAY OF September, 1980.

A RESOLUTION ACCEPTING THE OFFER TO SELL REAL ESTATE TO THE CITY OF CENTERVILLE MADE BY THE PROVINCE OF ST. JOHN THE BAPTIST OF THE ORDER OF FRIARS MINOR, AND AUTHORIZING PAYMENT THEREFORE.

WHEREAS, The Province of St. John the Baptist of the Order of Friars Minor, offered to sell to the City of Centerville certain real estate as described in said offer for the sum of Five Thousand Eight Hundred Dollars (\$5,800); 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 Ciyo 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 to The Province of St. John the Baptist of the Order of Friars Minor, the sum of Five Thousand Eight Hundred Dollars (\$5,800) 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 15th day of September, 1980.

Tora E. Lake
Deputy - Mayor of the City of Centerville, Ohio

ATTEST:

Marilyn Ann Paulin
Clerk of the Council of the
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. 51-80, passed by the Council of the City of Centerville, Ohio, on the 15th day of September, 1980.

Marilyn Ann Paulin
Clerk of Council

Approved as to form, consistency with existing ordinances, the charter and constitutional provisions.
Department of Law
Robert N. Farquhar
Municipal Attorney

PROJECT _____

PARCEL NO. _____

OFFER TO SELL REAL ESTATE

1. ~~The~~ The Province of St John the Baptist of the Order of Friars Minor

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 Five Thousand Eight hundred (\$5,800), 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:

Owners shall have the right to erect their "Sign" in the triangle involved in this purchase under a license agreement. Should it become necessary to remove the sign at some later date, said removal shall be a owners expense

Exhibit B being the temporary construction area shown in the plans on file in the office of the City Engineer of Centerville

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:

Ermin Herb, ofm

Randolph Thompson, S.F.M.

DATE August 25 1980

The Province of St. John the
Baptist of the Order of Friars
Minor

by Andrew Pot, S.F.M.

EXHIBIT "A"

CLYO ROAD

LEGAL DESCRIPTION

^aParcel 1

GRANTOR: The Province of St. John the Baptist of the
Order of Friars Minor
GRANTEE: City of Centerville
PREPARED: December 10, 1979

BEING A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 24, TOWN 3, RANGE 5
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 northwest corner of said northeast
quarter, said spike being located at the grantor's northwest corner and Station 6+00.00
on the centerline of Clyo Road and station 5+00.00 on the centerline of Centerville-
Station Road;

thence, north $88^{\circ} 54' 33''$ east 100.00 feet with the grantor's north line and center-
line of the Centerville Station Road to a point;

thence, south $1^{\circ} 05' 27''$ east 33.00 feet to a point on the existing south right-of-
way line of Centerville Station Road;

thence, south $36^{\circ} 44' 34''$ west 86.80 feet to a point, said point being 50 feet right
of station 5+00 on Clyo Road;

thence, south $3^{\circ} 02' 34''$ west 500.40 feet to a point,

thence, north $89^{\circ} 14' 52''$ west 31.54 feet to a point on the grantor's west line,
passing station 0+00 on the centerline of Clyo Road at 30.00 feet;

thence, north zero degree $53' 58''$ east 600.00 feet to the place of beginning,
containing 0.664 acre, more or less, subject to all legal highways and easements of
record. The present right-of-way occupied consists of 0.478 acre, more or less.

Grantor acquired title to the above described parcel by deed as recorded in Vol. 2482,
page 367.

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.

EXHIBIT "B"

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 in the Northeast Quarter of Section 24, Town 3, Range 5 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 northwest corner of said north-east quarter, said spike being located at the grantor's northwest corner and Station 6+00.00 on the centerline of Clyo Road and Station 5+00.00 on the centerline of Centerville-Station Road;

thence, south $0^{\circ} 53' 58''$ west 100.00 feet with the centerline of Clyo Road to a point located at Station 5+00 on the centerline of Clyo Road;

thence, south $89^{\circ} 06' 02''$ east 50.00 feet to a point marking the true place of beginning of the easement herein conveyed;

thence, south $03^{\circ} 02' 34''$ west 500.40 feet to a point;

thence, south $89^{\circ} 14' 52''$ east 5.00 feet to a point;

thence, north $03^{\circ} 02' 34''$ east 500.40 feet to a point;

thence, north $89^{\circ} 06' 02''$ west 5.00 feet to the true place of beginning, containing 0.054 acres, more or less, and subject to all legal highways and easements of record.