

RESOLUTION NO. 55-80

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Harold Stille ON THE 3rd
DAY OF November, 1980

A RESOLUTION ACCEPTING THE OFFER TO SELL REAL ESTATE TO
THE CITY OF CENTERVILLE, OHIO, MADE BY BERNEDA WELLER
BERNEDA WELLER AND AUTHORIZING
PAYMENT THEREFORE.

WHEREAS, Berneda Weller
offered to sell to the City of Centerville certain real estate as described
in said offer for the sum of Twelve Thousand Dollars (\$12,000); 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 Clio Road;

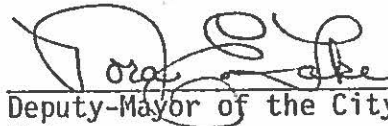
NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES;

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
Berneda Weller
the sum of Twelve Thousand Dollars (\$12,000) 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 3. This Resolution shall become effective immediately
upon passage.

PASSED this 3rd day of November, 1980.



Deputy-Mayor of the City of Centerville,
Ohio

ATTEST:

Marie Stille
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. 55-80, passed by the Council of the City of Centerville,
Ohio, on the 3rd day of November, 1980.

Marie Stille
Clerk of the Council

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

Department of Law
Robert N. Farquhar
Municipal Attorney

PARCEL NO. 12, 12X

OFFER TO SELL REAL ESTATE

1. I/We, Berneda Weller

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 Twelve Thousand Dollars (\$12,000.00), 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, it is agreed as follows:

1. The City to clean and straighten the existing ditch from the right-of-way as shown on the Clyo Road plans to the owners driveway for which the owner grants to the City and its agents the right to enter upon the property to do the necessary work. The grade of said ditch shall be from the bottom of the culvert under Clyo Road to the bottom of the culvert under owner's driveway and shall be six feet wide at the bottom thereof and a three to one pitch established on the sides. The trees required to be cut shall be cut by the City into 12 ft. lengths and left with owner. All debris shall be removed by the City.

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.

DATE 10-31 1980

WITNESSES:

Paul Bailey
of

Robert B. Weller

Bernice E. Weller

CLYO ROAD

LEGAL DESCRIPTION

Parcel No. 12

GRANTOR: Berneda Weller
GRANTEE: City of Centerville
PREPARED: October 29, 1979

BEING A PARCEL OF LAND IN THE SOUTHEAST & NORTHEAST QUARTERS OF SECTION 19, TOWN 2, RANGE 6, M.B.R.S., WASHINGTON TOWNSHIP, CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning 0.26 feet west of the northwest corner of the Black Oak Estates Four, Section 3A, as recorded in Plat Book 96, page 14, at Station 29+56.76 on the centerline of Clyo Road;

thence, north zero degree 45' 08" east 819.88 feet with the east line of said southeast and northeast quarters and centerline of Clyo Road;

thence, south 89° 14' 52" east 43.00 feet with the south line of Black Oak Forest Section Two as recorded in Plat Book 102, page 17;

thence, south zero degree 44' 04" west 819.88 feet to a point on the north line of Black Oak Estates Four, Section 3A;

thence, north 89° 14' 54" west 43.26 feet with the north line of Black Oak Estates Four, section 3A, to the place of beginning, containing 0.812 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. 1607, page 582.

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.

CLYO ROAD

CHANNEL EASEMENT - LEGAL DESCRIPTION
Parcel No. 12-X

GRANTOR: Berneda Weller
GRANTEE: City of Centerville
PREPARED: December 12, 1979

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 NORTHEAST QUARTER OF SECTION 19, TOWN 2, RANGE 6, B.N.R.S., WASHINGTON TOWNSHIP, CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Commencing for reference 0.26 feet west of the northwest corner of the Black Oak Estates Four, Section 3A, as recorded in Plat Book 96, page 14, at Station 29+56.76 on the centerline of Clyo Road;

thence, north zero degree 45' 08" east 809.24 feet with the east line of said south-east and northeast quarters and centerline of Clyo Road;

thence, south $89^{\circ} 14' 52''$ east 43.00 feet to a point marking the principle place of beginning of the easement herein conveyed, said point being located 43 feet right of station 37+66 on the centerline of Clyo Road;

thence, south $89^{\circ} 14' 52''$ east 47.00 feet to a point;

thence, south zero degree 45' 08" west 40.00 feet to a point;

thence, north $89^{\circ} 14' 52''$ west 47.00 feet to a point located 43 feet right of station 37+26 on the centerline of Clyo Road;

thence, north zero degree 45' 08" east 40.00 feet with the east line of Clyo Road to the principal place of beginning, containing 0.043 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. 1607, page 582.

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

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 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 Clyo Road and Franklin Street;

thence, north $0^{\circ} 45' 08''$ east 2356.76 feet with the east line of said quarter and centerline of Clyo Road to a point located at Station 29+56.76 on the Clyo Road centerline;

thence, south $89^{\circ} 14' 54''$ east 43.26 feet with the grantor's south line to a point marking the true place of beginning of the easement herein conveyed;

thence, north $0^{\circ} 44' 04''$ east 819.88 feet to a point on the grantor's north line;

thence, south $89^{\circ} 14' 52''$ east 16.74 feet with the grantor's north line to a point;

thence, south $0^{\circ} 44' 04''$ west 819.88 feet to a point;

thence, north $89^{\circ} 14' 54''$ west 16.74 feet to the true place of beginning containing 0.315 acres, more or less, and subject to all legal highways and easements of record.