

RESOLUTION NO. 6-70

CITY OF CENTERVILLE

A RESOLUTION TO ACCEPT AN OFFER TO CONVEY AN OPEN SPACE LOT TO THE CITY OF CENTERVILLE, OHIO.

WHEREAS, American Modulares Corp. has presented a written offer to convey an open space lot; and

WHEREAS, the terms and conditions as contained therein and attached hereto are acceptable to the City;


NOW, THEREFORE, be it resolved that the "Offer to Convey An Open Space Lot to the City of Centerville, Ohio" attached hereto and marked Exhibit "A" and incorporated herein is hereby accepted.

PASSED this 4th day of May, 1970.



Mayor - City of Centerville, Ohio

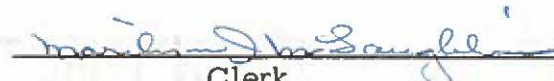
ATTEST:



Clerk of Council of the
City of Centerville

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. 6-70, passed by the Council of the City of Centerville, Ohio, on the 4th day of May, 1970.



Clerk

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

Department of Law
Robert N. Farquhar
Municipal Attorney

OFFER TO CONVEY AN OPEN SPACE LOT
TO THE CITY OF CENTERVILLE, OHIO

AMERICAN MODULARS CORP., an Ohio corporation, does hereby offer to convey to the CITY OF CENTERVILLE, OHIO, an Open Space Lot containing 4.042 Acres, more or less, shown on the Record Plan of Terrace Villa, Section 25, Town 2, Range 6 M.R.S. City of Centerville, Montgomery County, Ohio, approved by the City Council, City of Centerville, Ohio, on 4th day of May, 1970 under provisions of the Residential Development Plan of the Centerville Zoning Ordinance of December 11, 1961. Said Open Space Lot shall be in substantial, but not necessarily exact, accord with the following description:

Located in Section 25, Town 2, Range 6 M.R.S., City of Centerville, County of Montgomery, State of Ohio, described as follows: beginning on the north line of Gorman Plat, Section Three as recorded in Book JJ, Page 78 in the Plat Records of Montgomery County, Ohio, said point of beginning being the southeasterly corner of land conveyed to Howard E. and Adelaide M. Gismond by deed recorded in Book 1391, Page 275 in the Deed Records of Montgomery County, Ohio; thence northwardly with the easterly line of said Gismond land and its northerly extension, said northerly extension being the easterly line of lands conveyed to Charles R. Collins by deed recorded in Book 1164, Page 430, Julia S. Will by deed recorded in Book 790, Page 314, and Elizabeth A. Schell by deed recorded in Book 906, Page 439, all in the Deed Records of Montgomery County, Ohio, North two degrees fifteen minutes no seconds (2°15'00") West for seven hundred thirteen and 99/100 (713.99) feet to the true point of beginning, said true point of beginning being the southwesterly corner of land conveyed to The Activity Center of Washington Township by deed recorded in Book 1615, Page 537 in the Deed Records of Montgomery County, Ohio; thence eastwardly with the southerly line of said The Activity Center of Washington Township land, North eighty two degrees fifty seven minutes forty five seconds (82°57'45") East for four hundred ninety nine and 68/100 (499.68) feet; thence South two degrees fifteen minutes no seconds (2°15'00") East for three hundred fifty six and 31/100 (356.31) feet; thence South eighty two degrees fifty eight minutes forty five seconds (82°58'45") West for three hundred twenty three and 17/100 (323.17) feet; thence South eighty seven degrees forty five minutes no seconds (87°45'00") West for one hundred seventy five and 88/100 (175.88) feet to the easterly line of said Will land; thence northwardly with the easterly line of said Will land and its northerly extension, said northerly extension being the easterly line of said Schell land, North two degrees fifteen minutes no seconds (2°15'00") West

for three hundred forty one and 48/100 (341.48) feet to the true point of beginning, containing four and 042/1000 (4.042) Acres, more or less, subject, however, to all legal highways and easements of record.

The deed for said Open Space Lot (hereinafter referred to as the Open Space Lot Deed) shall be for an unimproved lot and conveyance of said deed shall be made within Sixty (60) days after the plat containing said Open Space Lot is approved by the public authority having jurisdiction over plat approval. It is understood, however, that the storm sewer through said Open Space Lot will be installed by American Modulars Corp. according to the Approved Plans and Specifications therefor. Also, at the time of delivery of said deed, the Open Space Lot will be free of all trash and debris and all disturbed earth will be graded for drainage purposes.

In consideration for said conveyance the City of Centerville shall develop and maintain said Open Space Lot as a neighborhood park in a manner that will be in keeping with the character of the neighborhood.

Until such time as conveyance is made, the City of Centerville shall have full use of the Open Space Lot as a Public Park and shall be permitted to develop and maintain the land, however no buildings other than park shelters shall be erected or moved upon said Open Space Lot and all recreational equipment shall be in keeping with and appropriate in a public park. Right of Way rights shall be made available by American Modulars Corp.

To show intent, American Modulars Corp. has deposited in escrow with the First National Bank of Miamisburg, Centerville Branch, a warranty deed (hereinafter referred to as the Metes and Bounds Deed) describing by metes and bounds, premises substantially in accord with the proposed Open Space Lot. A copy of the Metes and Bounds Deed is attached to this offer. Upon acceptance of the Open Space Lot Deed by the City of Centerville under the terms of this offer, the escrow agent

shall release the Metes and Bounds Deed to American Modulars Corp. for destruction. If, within a two year period after signing this offer, the Open Space Lot Deed has not been delivered to the City of Centerville, according to the terms of said offer, the escrow agent shall deliver the Meters and Bounds Deed to the City of Centerville. However, delivery of the Metes and Bounds Deed shall not relieve American Modulars Corp. from its obligation to provide right of way to said Park Lot.

Upon acceptance of this offer by resolution passed by the City Council, City of Centerville, Ohio, this offer shall become an agreement binding upon American Modulars Corp. and the City of Centerville and their successors and assigns.

Signed in the presence of:

Jane Barney
Mildred L. Myers

AMERICAN MODULARS CORP.

By

R. McDaniel
President