

ROAD \_\_\_\_\_

PAR. NO. \_\_\_\_\_

**CITY OF GAHANNA**  
**CONTRACT OF SALE AND PURCHASE**

This Agreement entered into on the below date by and between \_\_\_\_\_

hereinafter called the Owners, hereby agrees to grant, sell, bargain and convey to the City of Gahanna, the following described real estate together with improvements now located thereon:

See attached Exhibit "A"

The City of Gahanna agrees to purchase said real estate and agrees to pay the full sum of \$ \_\_\_\_\_ as full compensation and damages for same and as full consideration for the covenants of Owner herein contained.

Owner shall sell and convey the above described real estate by \_\_\_\_\_ and shall deliver said deed to the City at the time of closing and which closing shall occur no later than 45 days after the date hereof and at which closing the City shall pay the aforesaid consideration of \$ \_\_\_\_\_.

Owner hereby grants to the City, its employees, agents, consulting engineers, contractors and other representative the right to enter upon and have exclusive possession of the heretofore described real estate.

Owner further agrees, that if for any reason the City determines it to be necessary to file Complaint in the Court of Common Pleas of Franklin County for the impaneling of a jury to assess the compensation to be paid for the heretofore described real estate, this contract may be introduced in evidence in such proceedings and the amount specified therein shall be deemed and stipulated to be the fair market value of the interest acquired in the real estate.

This contract shall be binding upon Owner and Owner's heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Purchaser, its successors and assigns.

DATE \_\_\_\_\_

OWNER

\_\_\_\_\_  
\_\_\_\_\_

CITY OF GAHANNA

DATE \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Gahanna

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That DONALD R. BENTLEY, JR. AND DORIS JUNE BENTLEY, in consideration of the sum of Eight Thousand Six Hundred Dollars (\$8,600.00) and other good and valuable considerations to them paid by the City of Gahanna, Ohio, a municipal corporation, the receipt of which is hereby acknowledged, does hereby grant and release to said City of Gahanna, Ohio, its successors and assigns, forever, an Easement over and through the following described real estate and shown on Exhibits "A and B" attached hereto and made a part hereof:

SEE ATTACHED EXHIBITS "A AND B"

The Easement is granted for the purpose of constructing, using and maintaining a Sanitary Sewer and appurtenant works in any part of said strip, including the right to clean, repair and care for said Sanitary Sewer, together with the right of access to said strip for said purpose.

TO HAVE AND TO HOLD said premises unto said Grantee, the City of Gahanna, Ohio, its successors and assigns, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, DONALD R. BENTLEY, JR. AND DORIS JUNE BENTLEY hereby covenants with the Grantee that they are the lawful owners of the above described real estate, that they are lawfully seized of the same in fee simple and have good, right and full power to make this grant, have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed and acknowledged in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Donald R. Bentley, Jr.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Doris June Bentley

STATE OF OHIO            )ss:  
COUNTY OF FRANKLIN    )

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the subscriber, a Notary Public in and for the said State, personally came the above named Donald R. Bentley, Jr. and Doris June Bentley, who acknowledged the signing of this instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

This Instrument Prepared By:  
City of Gahanna