

Minutes of the
Board of Trustees of Troy Township
Special meeting held August 22, 2011

The special meeting was called to order by Chairman, Mr. Doug Price, at the Troy Township Hall, 4293 U. S. Route 23 North, Delaware, Ohio 43015, with the following officials and employees being present: Trustees' Mr. Doug Price, Mr. Earl Lehner, and Mr. Paul Price, and Zoning and Trustee Secretary, Ms. Kelly Williams.

Fiscal Officer, Ms. Pam Starling and Zoning Inspector, Mr. Charlie Cooperider were excused.

Mr. Doug Price led those in attendance in the Pledge of Allegiance to the Flag.

The purpose of this meeting is to finalize a settlement agreement at the Marlborough Cemetery and approve submitting a request for engineering assistance to the Delaware County Engineer's Office.

**A RESOLUTION OF
TROY TOWNSHIP TRUSTEES**

Resolution No. 2011-2

A Resolution

The Board of Trustees of Troy Township, Delaware County, Ohio met in emergency session on August 22, 2011 at the Troy Township Hall, 4293 State Route 23 North, with the following members present:

Mr. Doug Price, Chairman
Mr. Earl Lehner, Vice Chairman
Mr. Paul Price, Trustee

Mr. Earl Lehner moved the adoption of the below resolution:

The Troy Township Trustees approved the attached settlement agreement involving the inadvertent re-sale of three (3) cemetery lots. The purpose of this settlement agreement is to resolve the issue of ownership and establish a single party as the holder of the deed and title to each lot.

Mr. Paul Price seconded the motion and the roll was called on the question of its adoption.

The vote was as follows:

Mr. Doug Price, Chairman	YES
Mr. Earl Lehner, Vice Chairman	YES
Mr. Paul Price, Trustee	YES

The above resolution was adopted on August 22, 2011 by:

Mr. Doug Price, Chairman _____

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Mr. Earl Lehner, Vice Chairman _____

Mr. Paul Price, Trustee _____

Attested to this date by:

Mrs. Kelly Williams, Secretary/Trustees and Zoning Board _____

The signed Settlement Agreement was received and is attached. Trustees will send the claim of \$1,701.00 for a new headstone into the insurance company. There is a \$1,000 deductible, so the township will pay \$1,701.00 for a new headstone and then receive \$701.00 back from the insurance company.

Mr. Earl Lehner made a motion to transfer the money to cover the cost of the headstone. Mr. Paul Price seconded. All voting yes, the motion passed.

New hidden drive signage on Willey Road – Discussion was held regarding hidden drive signs. 500' marked on Willey Road. Mr. Paul Price is calling OOPS. Need to get high resolution signs.

Mr. Earl Lehner made a motion to install hidden drive signs on Willey Road. Mr. Paul Price seconded. All voting yes, the motion passed.

Mr. Paul Price made a motion to adjourn. Mr. Earl Lehner seconded. All voting yes, the motion passed.

The next regular township meeting is scheduled for Monday, September 26, 2011 at 8:00 p.m.

Mr. Doug Price, Chairman _____

Mr. Earl Lehner, Vice Chairman _____

Mr. Paul Price, Trustee _____

Attest: Ms. Kelly Williams, Zoning Secretary _____

SETTLEMENT AGREEMENT

This Agreement is to settle a matter involving the inadvertent re-sale of three (3) cemetery lots. All three (3) lots are in Section O of the Marlboro Cemetery located in Troy Township, Delaware County, Ohio (“Cemetery”). The lots are identified as lot numbers 48-5-E, 48-7-E, and 48-8-E (collectively “Lots”).

The re-sale of the Lots has resulted in more than one party holding a deed and thus title to

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each of the Lots. The purpose of this Agreement is to resolve the issue of ownership and establish a single party as the holder of the deed and title to each lot.

A. Parties

The parties to this Agreement are the Board of Trustees of Troy Township, Delaware County, Ohio (“Board”) and Penny Wilfong (“Wilfong”) (collectively “Parties”). Wilfong is the only child of Bettie Lavery a.k.a. Betty Lavery (“Lavery”). Lavery is deceased.

The Board owns the Cemetery. Lavery is a deeded owner of the Lots.

B. Facts

The names of the deeded owners of the Lots (“Owners”) and the respective dates upon which the Owners received deeds and title to the lots are as follows:

Lot No.	Owner 1	Owner 1 Date on Deed	Owner 2	Owner 2 Date on Deed
48-5-E	Bettie Lavery	May 5, 1986	Clara Parsons	October 1, 1990
48-7-E	Edwen Parsons a.k.a Edwin Parsons and Jessie Parsons a.k.a. Jessee Parsons	April 7, 1986	Bettie Lavery	September 1, 1986
48-8-E	Edwen Parsons a.k.a Edwin Parsons and Jessie Parsons a.k.a. Jessee Parsons	April 7, 1986	Bettie Lavery	September 1, 1986

Lots 48-7-E and 48-8-E currently do not contain human remains and are empty. Lot 48-5-E does contain human remains. The human remains contained in lot 48-5-E are those of Clara Parsons.

Lot 48-6-E is deeded solely to Lavery and Lavery or Wilfong, as Lavery’s only child and heir, owns all right, title and interest to Lot 48-6-E. Lot 48-6-E does contain human remains. The human remains contained in lot 48-6-E are those of Lena Lavery, a relative or heir of Lavery and/or Wilfong.

C. Agreement

The Parties have mutually agreed to settle this matter on and in accordance with the following terms and conditions:

1. In addition to the human remains that are already contained in lot 48-6-E, the Board will permit the cremains of one (1) additional human being to be buried in lot 48-6-E. The burial of such cremains in lot 48-6-E will be at the sole cost and expense of the Board.
2. Upon the burial of the cremains in lot 48-6-E as provided in number 1 above, the Board will pay for the removal of the headstone currently placed on lot 48-6-E.
3. The Board will pay for a new headstone to replace the removed headstone. The replacement headstone shall be comparable in size to the removed headstone, but be of a material and shape of Wilfong's choosing. The Board will also pay for any inscription on the new headstone. The price of the new headstone and inscription to be paid by the Board shall not exceed One Thousand Seven Hundred One Dollars and Ten Cents (\$1,701.10).
4. Placement of the new headstone shall be at the sole cost and expense of the Board.
5. In exchange for the Board providing for the materials and/or services contained in items 1 through 4 above, Wilfong shall do or agrees and acknowledges all of the following:
 - a. Wilfong shall voluntarily and irrevocably return and surrender to the Board the deeds for the Lots (48-5-E, 48-7-E, and 48-8-E). Such deeds originally being in Lavery's name.
 - b. Wilfong agrees and acknowledges, on behalf of herself, Lavery, any estate of Lavery, and all of the heirs, relatives, and descendants of Lavery and/or Wilfong that each and every one and all of the deeds to the Lots that were originally and may remain in Lavery's name or have been transferred to Wilfong or any other heir of Lavery and

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be in Wilfong's name or such other heir's name shall be null and void, whether returned to the Board or not, and shall cease to convey any right, title, or interest in or to the Lots.

- c. Wilfong agrees and acknowledges, on behalf of herself, Lavery, any estate of Lavery, and all of the heirs, relatives, and descendents of Lavery and/or Wilfong that, aside from the value of the materials and/or services contained in items 1 through 4 above, that Wilfong, any estate of Lavery, and all of the heirs, relatives, and descendents of Lavery and/or Wilfong shall not receive any compensation, material, service, or other item of value in exchange for voluntarily returning and surrendering the deeds to the Lots as provided in and consistent with this item 5.
- d. Wilfong, any estate of Lavery, and all of the heirs, relatives, and descendents of Lavery and/or Wilfong agree and acknowledge that all right, title, or interest in and/or to lot 48-5-E shall be in the name of Clara Parsons and/or her estate, heirs, relatives, and/or descendents.
- e. Wilfong, any estate of Lavery, and all of the heirs, relatives, and descendents of Lavery and/or Wilfong agree and acknowledge that all right, title, or interest in and/or to lots 48-7-E and 48-8-E shall be in the name of Edwen Parsons a.k.a. Edwin Parsons and Jessie Parsons a.k.a. Jesse Parsons and/or their estates, heirs, relatives, and/or descendents.
- f. Wilfong, on behalf of herself, Lavery, any estate of Lavery, and all of the heirs, relatives, and descendents of Wilfong and/or Lavery, shall execute a release, forever releasing the Board and Troy Township, Delaware County, Ohio and its various boards, officers, officials, employees, departments, agents, representatives,

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volunteers, and its assigns and successors from any and all claims, demands, rights of action, actions, or appeals of any kind or nature as related to the Lots, the sale of the Lots, the resale of the Lots, and the return and surrender of the deeds to the Lots, including, but not limited to, those facts and circumstances which are presently known and those which are unknown but may develop or be discovered later.

The Parties acknowledge that they are of sound mind, have fully read and understand this Agreement, and have signed this Agreement of their own free and voluntary will and intend to be bound by all the terms and conditions contained in this Agreement.

TROY TOWNSHIP BOARD OF TRUSTEES

Earl Ellis Lehner
Trustee

Date

Paul Price
Trustee

Date

(SIGNATURES CONTINUED ON FOLOWING PAGE)

Doug Price
Trustee

Date

WILFONG

Penny Wilfong

Date

RELEASE

This is a release of claims executed as a result of an Agreement to settle a matter involving the inadvertent re-sale of three (3) cemetery lots. All three (3) lots are in Section O of the Marlboro Cemetery located in Troy Township, Delaware County, Ohio. The lots are identified as lot numbers 48-5-E, 48-7-E, and 48-8-E (collectively "Lots").

The re-sale of the Lots has resulted in more than one party holding a deed and thus title to each of the Lots. The Agreement resolves the issue of ownership and establishes a single party as the holder of the deed and title to each lot.

The Board of Trustees of Troy Township, Delaware County, Ohio ("Board") and Penny Wilfong ("Wilfong") the only child of Bettie Lavery a.k.a. Betty Lavery ("Lavery") (collectively "Parties") have mutually agreed to settle this matter as provided in the Settlement Agreement.

For good and valuable consideration received, the undersigned Wilfong, for herself and, individually and collectively, for Lavery, any estate of Lavery, and any and all the heirs, relatives, descendants, assigns, personal representatives, and successors of both Wilfong and Lavery forever releases the Board and Troy Township, Delaware County, Ohio and its various boards, officers, officials, employees, departments, agents, representatives, volunteers, and its assigns and successors from any and all claims, demands, rights of action, actions, or appeals of any kind or nature which the undersigned, Wilfong, has and/or any estate of Lavery, and any or all the heirs, relatives, descendants, assigns, personal representatives, and successors of both Wilfong and Lavery now have or which may accrue related to the Lots or arising out of, related to, or the result of the facts, circumstances, or events that were the basis for the sale of the Lots, the resale of the Lots, and the surrender of the deeds to the Lots, including those facts and circumstances which are presently

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known and those which are unknown but may develop or be discovered later.

Further, the undersigned Wilfong hereby states and acknowledges that she, for herself and, individually and collectively, for Lavery, any estate of Lavery, and any and all the heirs, relatives, descendants, assigns, personal representatives, and successors of both Wilfong and Lavery are forever barred from bringing or initiating any claims, demands, actions, or appeals of any nature or type against the Board and Troy Township, Delaware County, Ohio and its various boards, officers, officials, employees, departments, agents, representatives, volunteers, and its assigns and successors as related to the Lots or arising out of, related to, or the result of the facts, circumstances, or events that were the basis for the sale of the Lots, the resale of the Lots, and the surrender of the deeds to the Lots, including those facts and circumstances which are presently known and those which are unknown but may develop or be discovered later.

The undersigned acknowledges that she is of sound mind, has fully read and understands this Release, and has signed this Release of her own free and voluntary will and intends to be bound by all the terms and conditions contained in this Release.

WILFONG

Penny Wilfong

Date