

TEMPORARY RESOLUTION NO. 78-15

PERMANENT RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN ANNEXATION AGREEMENT COVERING 3.284 +/- ACRES IN GREENFIELD TOWNSHIP

WHEREAS, Property consisting of 3.284 +/- acres in Greenfield Township, Fairfield County, Ohio, which area is generally described in the legal description and survey attached as Exhibit A is the subject of an annexation Petition to be filed with the County Commissioners and

WHEREAS, a proposed Annexation Agreement has been negotiated between the City and the Petitioner and is attached hereto as Exhibit B; and

WHEREAS, said property is contiguous to the City, and would benefit from municipal services provided by the City, including water, gas, sanitary sewer, police, fire and EMS services;

BE IT RESOLVED BY COUNCIL OF THE CITY OF LANCASTER, OHIO

SECTION 1. The Agreement in the form presently on file with the Clerk of Council is hereby approved and authorized with changes therein not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the Service-Safety Director. The Service-Safety Director for and in the name of the City, is hereby authorized to execute the Agreement, provided further that the approval of changes thereto by the Service-Safety Director, and their character as not being substantially adverse to the City, shall be evidenced conclusively by their execution thereof. This Council further authorizes the Service-Safety Director for and in the name of the City, to execute any amendments to the Agreement, which amendments are not inconsistent with this Resolution and not substantially adverse to this City.

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_ after \_\_\_\_\_ reading. Vote: Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Date Approved: \_\_\_\_\_

Clerk: \_\_\_\_\_

\_\_\_\_\_  
President of Council

Offered by: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Second by: \_\_\_\_\_

Requested by Law Committee

**3.284 Ac. Annexation Exhibit**

Sections 26 and 35, Township 15, Range 19,  
Congress Lands, East of Scioto River,  
Greenfield Township, Fairfield County, Ohio

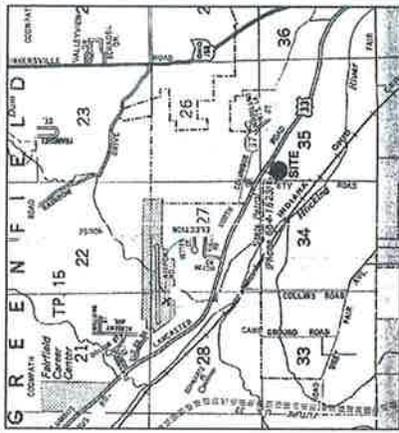
Bearings are based on  
the Ohio State Plane  
Coordinate System NAD83  
(COR93). A bearing of  
N 04° 00' 12" E was  
held for the centerline of  
Ely Road.

**A** Winder/Kaminsky Properties, Ltd.  
D.B. 656, Pg. 796  
0.230 Ac.

**B** Ownership is Winder/Kaminsky  
Properties, Ltd. per Fairfield County  
Auditor's GIS.

Open-End Mortgage between  
Winder/Kaminsky Properties, Ltd.  
and The Peoples Banking & Trust Co.  
in O.R. 984, Pg. 507 includes this  
area not included in deed to  
Winder/Kaminsky Properties, Ltd.  
in D.B. 656, Pg. 796.

Ownership of this portion appears to  
be in the name of Joan Kaminsky  
Winder in D.B. 638, Pg. 80.



LOCATION MAP  
NO SCALE

**LEGEND**

- AREA TO BE ANNEXED
- EXISTING CORP LINE
- PROPOSED CORP LINE

**LEGEND**

- Iron Pipe Found
- Iron Pin Set
- MagNail Found
- MagNail Set
- RR Spike Found
- RR Spike Set
- Monument Box
- Monument

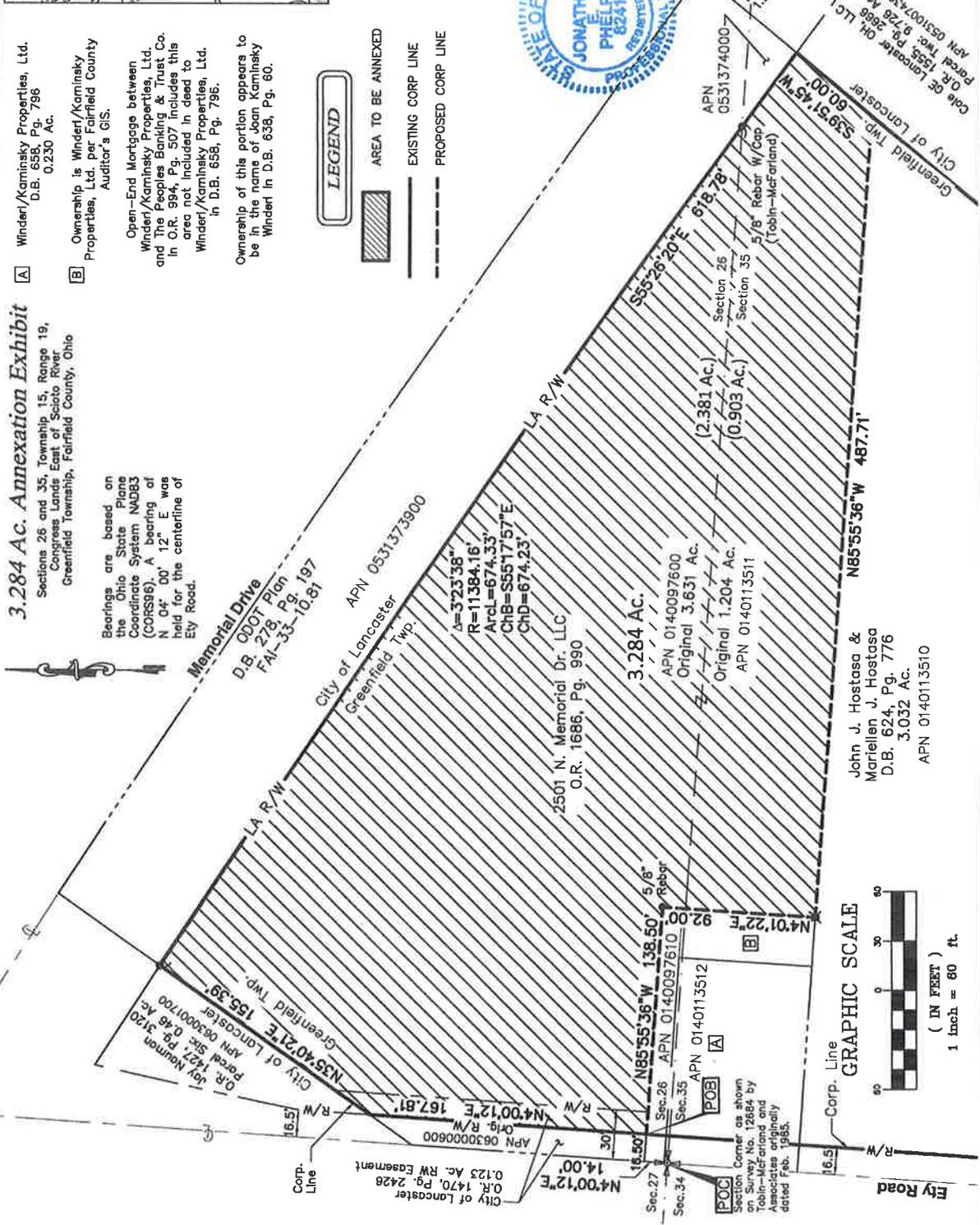
Length of Contiguity: ±1057.53 feet  
Total Length of Perimeter: ±1775.74 feet  
Percentage of Contiguity: ±80%

No islands of township property are  
created by this annexation.

This Survey is based on existing records  
from Fairfield County, and from actual field  
survey work performed February, 2012 and  
February, 2015.

Jonathan E. Phelps  
Reg. No. 8241

Date  
*Jonathan E. Phelps 6/22/15*



ADVANCED  
CIVIL DESIGN  
ENGINEERS SURVEYORS

422 Beecher Road  
Columbus, Ohio 43230  
ph 614-428-7700  
fax 614-428-7755

DRAWN BY: JEP  
DATE: 06/22/2015  
JOB NO: 14-0017-412  
CHECKED BY: JEP



**ANNEXATION AGREEMENT  
WITH THE  
CITY OF LANCASTER, OHIO**

This ANNEXATION AGREEMENT (the "Agreement") is made to become effective as of the \_\_\_\_ day of \_\_\_\_\_, 2015 by 2501 N. Memorial Dr. LLC an Ohio limited liability company, (collectively, "Owner") and the City of Lancaster, Ohio (the "City") in order to document their agreement with respect to a proposed annexation of the Property (as described below) to the City.

RECITALS

- A. Owner is the owner of a certain 3.284 +/- acres presently located in the Township of Greenfield, Fairfield County, Ohio, as more fully described on the attached **Exhibit A** (the "Property") and as shown on the drawing attached as **Exhibit B**.
- B. Owner desires to develop the Property and to obtain certain benefits in connection with that development.
- C. The Property is adjacent to City lands and the City desires that the Owner petition for annexation to the City.
- D. The parties have entered into this Agreement for the purpose of documenting their agreements with respect to the annexation and development of the Property.

AGREEMENT

NOW THEREFORE, in consideration of their mutual rights, obligations and undertakings the parties agree as follows:

1. Owner's Agreement to Petition for Annexation. Owner agrees to submit a Petition for Annexation of the Property to the City on or before June 21, 2015, and to diligently pursue the annexation process. In connection therewith, Owner shall prepare and submit the information, maps and other drawings as shall be required as part of such annexation process.
2. City's Agreements. The City agrees to take each of the following actions in connection with the annexation and development of the Property:
  - (a) The City shall cooperate with and assist Owner in facilitating the annexation of the Property to the City as promptly as possible. In addition, the City agrees, to annex the portion of Memorial Drive/County Road 33A that is adjacent to, and is immediately north of, the Property at the same time as the annexation of the Property.
  - (b) Zoning Classification/Site Plan Approval. As an integral part of the annexation



process for the Property, the City shall adopt an ordinance or take all other actions required by applicable laws, rules and regulations to reclassify the Property as a CG Commercial General District that will permit Owner's intended use of the Property as a commercial/retail operation. The City agrees that none of the plans and specifications shown on the drawing attached as **Exhibit B** (which the parties acknowledge are not the final and complete plans and specifications for the improvements to be constructed on the Property) nor the intended usage for commercial/retail operations described in the preceding sentence will violate any of the terms, requirements or restrictions imposed by this zoning classification. Any additional approvals, special use permits, conditional permits or variances shall be addressed to the appropriate City department in the future and handled as all other zoning applications. City will cooperate with Owner and take all appropriate actions necessary to approve the Site Plan shown on the attached **Exhibit B** as expeditiously as possible. Owner will make application and pay all associated fees with rezoning, within 14 days of County Commissioner action on the annexation petition.

- (c) Traffic Improvements. The Owner and City acknowledge that certain access easements currently exist and that clarification, amendment or release of said easements are necessary. Owner agrees to diligently pursue activities to clarify the Property's access from adjacent private drives. City agrees that zoning will not be contingent upon final resolution of the access issues, in large part due to the fact that private entities are involved and may take more time than permitted by law for the annexation.
  - (d) Signs. The City will support the installation of code
  - (e) Liquor Licenses. The City will cooperate with and assist Owner, to the extent reasonably possible, in acquiring a liquor license that will allow such end user(s) or restaurant to sell beer, wine and liquor for on-premises consumption.
4. Representations and Warranties. The parties make each of the following representations and warranties as of the effective date of this Agreement. These representations and warranties are given as partial consideration for and as a material inducement to the execution of this Agreement and each shall survive the execution, delivery and performance of this Agreement.
- (a) Owner's Warranty regarding Power and Authority. Owner warrants and represents that each of the entities comprising the Owner is duly organized, validly existing and in good standing under the laws of the state of Ohio and has the capacity to enter into this Agreement. Each person executing this Agreement on Owner's behalf represents and warrants that he has full power and authority to do so and to deliver and perform this Agreement and all transactions contemplated by this Agreement without the consent of any additional persons or entities.

- (b) City's Warranty regarding Power and Authority. The City warrants that it has the power, authority and capacity to enter into, and to deliver and perform this Agreement and all transactions contemplated by this Agreement without the consent of any additional persons, boards or any other group or entity. Each person executing this Agreement on behalf of the City represents and warrants that he or she has full power and has been authorized to do so by appropriate actions by the governing body of the City.
- (c) Valid and Binding. Each party represents and warrants that this Agreement creates a valid, binding and enforceable obligation and that this Agreement is enforceable against the warranting party in accordance with its terms.
- 5. Miscellaneous Provisions. The following provisions are also an integral part of this Agreement.
  - (a) Further Assurances. Each party agrees to cooperate fully with the other and to execute any additional instruments, documents, or agreements reasonably requested by the other party in order to carry out and fulfill all of the intents and purposes of this Agreement.
  - (b) Entire Agreement/Amendments. This Agreement shall be construed to include all of the Exhibits referenced in and attached to this Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior discussions, negotiations, proposals and agreements between the parties (whether written or oral) and it may not be amended or modified except by a written amendment executed by all of the parties.
  - (c) Agreement Not Severable. Each provision in this Agreement is a material aspect of the consideration anticipated by the parties. Therefore, if any provision of this Agreement is ultimately determined to be invalid or unenforceable then the entire Agreement shall be deemed to have been cancelled, unless the parties specifically reaffirm the remaining terms and provisions in a written amendment hereto.
  - (d) Annexation Appealed. The City and Owner understand that the annexation of the Property to the City is subject to approval by the Fairfield County Commissioners. Owner agrees to submit its annexation approval application to the Fairfield County Commissioners and diligently pursue such annexation approval. If, however, the Fairfield County Commissioners approve such annexation and the annexation action is appealed by Greenfield Township or another entity having jurisdiction, the City nevertheless agrees to proceed administratively with and to provide the support and services outlined in Items 2(a) through 2(e), inclusive (and to diligently pursue the consent, approvals and permits set forth therein) until such time as the annexation contemplated herein shall become effective.

- (e) Time of the Essence. The parties acknowledge that time is of the essence and therefore the parties agree to exert their respective best efforts to cause all of the actions contemplated by this Agreement to be effectuated as soon as possible. Notwithstanding the above, Owner has the right, at its option, to request a delay in the annexation final passage or a withdrawal of the annexation petition at any time without penalty. City agrees to honor such a request by not passing the final annexation ordinance until specifically requested to do so in writing by Owner.
- (f) Effective Date. This Agreement shall be effective when signed by the last of the parties listed below.

IN WITNESS WHEREOF, the parties have executed this Agreement with the intention that it shall be effective of the date written above.

**OWNER:**

By: 2501 N. Memorial Dr. LLC, an Ohio limited liability company

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

\_\_\_\_\_  
 By:  
 Title:

**CITY:**

THE CITY OF LANCASTER

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

By: \_\_\_\_\_  
 \_\_\_\_\_  
 Its: \_\_\_\_\_

STATE OF OHIO )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, officer, personally appeared, \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposed therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

STATE OF OHIO )

) SS:

COUNTY OF FAIRFIELD)

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, personally appeared \_\_\_\_\_, the \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposed therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

## **EXHIBITS**

- A Legal Description of Property
- B Site Plan

### 3.284 Ac. Annexation Exhibit

Sections 26 and 35, Township 15, Range 19,  
Congress Lands, East of Scioto River,  
Greenfield Township, Fairfield County, Ohio

Bearings are based on  
the Ohio State Plane  
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**B** Ownership is Winder/Kaminsky  
Properties, Ltd. per Fairfield County  
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Open-End Mortgage between  
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and The Peoples Banking & Trust Co.  
in O.R. 984, Pg. 507 includes this  
area not included in deed to  
Winder/Kaminsky Properties, Ltd.  
in D.B. 656, Pg. 796.

Ownership of this portion appears to  
be in the name of Jean Kaminsky  
Winder in D.B. 656, Pg. 60.



#### LEGEND

- AREA TO BE ANNEXED
- EXISTING CORP LINE
- PROPOSED CORP LINE

#### LEGEND

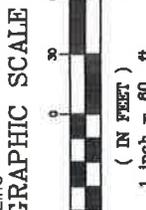
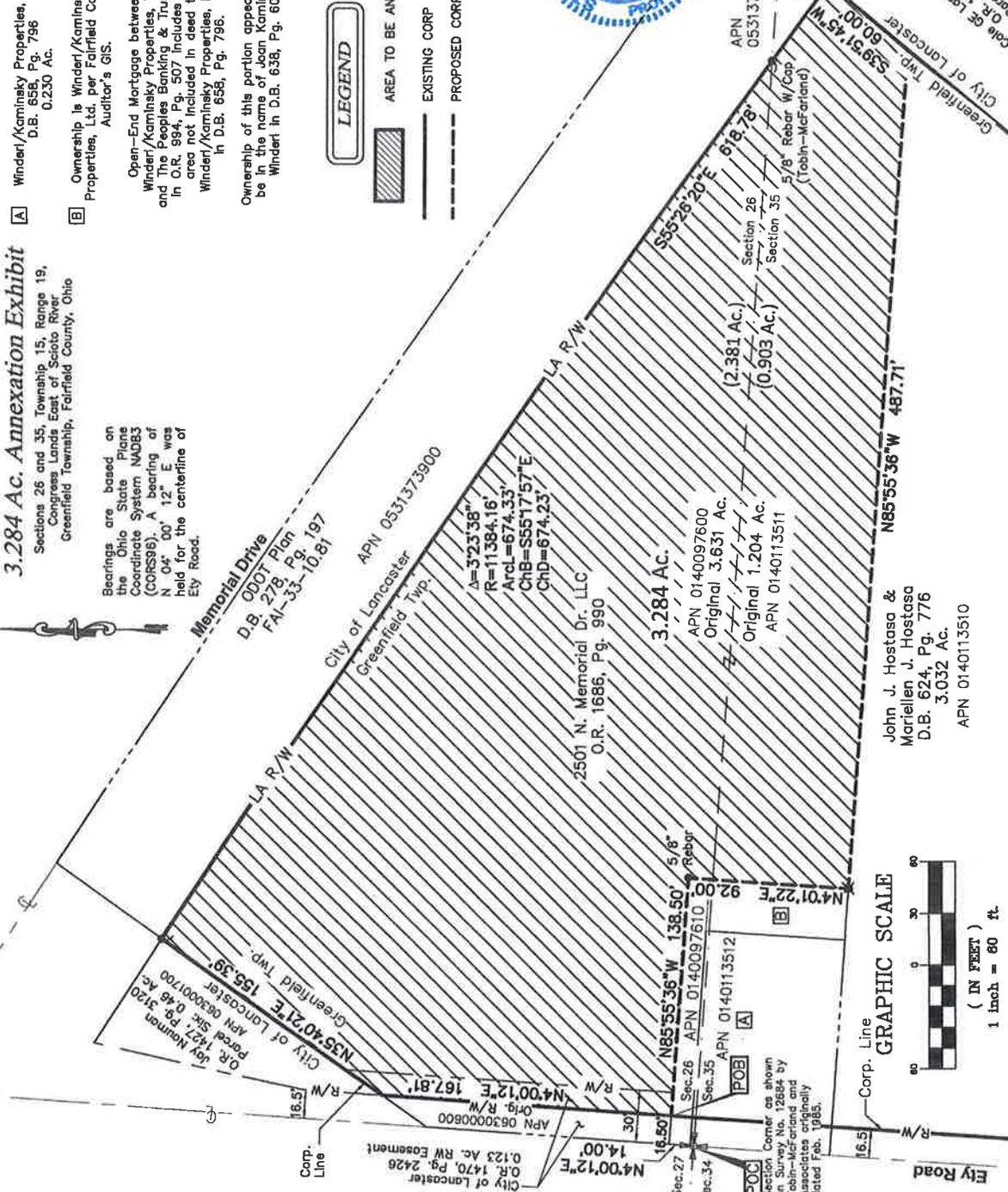
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*Jonathan E. Phelps*  
Jonathan E. Phelps  
Reg. No. 8241  
Date



**ADVANCED CIVIL DESIGN**  
S U R V E Y O R S

422 Becher Road  
Columbus, Ohio 43220  
PH 614.428.7760  
FAX 614.428.7755

DRAWN BY: JEP    JOB NO: 14-0017-412  
DATE: 06/22/2015    CHECKED BY: JEP

City of Lancaster  
City of Lancaster  
P.g. 1462  
1223 Ac

APN 0531374000

Section 26  
Section 35

5/8" Rebar W/Cop  
(Tobin-McFarland)

Greenfield Twp. 60.00'  
S39°1'45"W  
City of Lancaster  
Porch Twp. 9°7'6"  
APN 0531007430  
City of Lancaster, OH, LLC

John J. Hostasa &  
Mariellen J. Hostasa  
D.B. 624, Pg. 776  
3.032 Ac.  
APN 0140113510

Section Corner as shown  
Subj. to Plat. 12889 by  
Tobin-McFarland  
Associates originally  
dated Feb. 1985.