

TEMPORARY ORDINANCE NO. 12-14

PERMANENT ORDINANCE NO. _____

AN ORDINANCE TO ACCEPT AN EASEMENT NECESSARY FOR THE CONSTRUCTION OF A SANITARY SEWER

WHEREAS, the engineering improvement plans are approved prior to acceptance;

BE IT ORDAINED BY COUNCIL OF THE CITY OF LANCASTER, FAIRFIELD COUNTY, STATE OF OHIO

SECTION 1. The following easements be accepted as shown in the attachment:

<u>PROPERTY OWNER</u>	<u>PERMANENT EASEMENT</u>	<u>EXHIBIT</u>
Retriev Technologies, Inc.	1.636 Acres	A

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

Passed: _____ after _____ reading. Vote: Yeas _____ Nays _____

Date Approved: _____

President of Council

Clerk: _____

Mayor

Offered by: _____

Second by: _____

Requested by Water/Water Pollution Control Committee

I, Teresa L. Sandy, Clerk of Council do hereby certify that on _____, 2014 and _____, 2014 the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council

201400008397
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
06-05-2014 At 09:16 am.
EASEMENT 80.00
OR Book 1662 Page 986 - 991

TRANSFER
NOT NECESSARY

JUN 05 2014 ✓

John A. Shultz, Jr.
County Auditor, Fairfield County, Ohio

EASEMENT FOR SANITARY SEWER
FROM
RETRIEV TECHNOLOGIES INCORPORATED
TO
CITY OF LANCASTER, OHIO,
AN OHIO MUNICIPAL CORPORATION

18-14-4 have

RETRIEV TECHNOLOGIES INCORPORATED, hereinafter called "Grantor" for One Dollar (\$1.00) and other valuable consideration paid by THE CITY OF LANCASTER, OHIO, AN OHIO MUNICIPAL CORPORATION, hereinafter called "Grantee" grants to Grantee

a permanent easement and right of way over, under, upon and across the following described 1.633 acre tract of real property of Grantor (see Exhibit A which is attached hereto and hereby incorporated herein),

The easement granted in this agreement shall be used solely for entering and re-entering said premises for the purpose of the installation, operation, repair, maintenance, inspection, rebuilding, replacing, relocating, and removing of pipeline(s) for sanitary sewers and appurtenances.

The easement described in Exhibit A shall be permanent.

A drawing showing the exact location of the permanent easement is attached hereto as Exhibit B.

Grantor hereby warrants that Grantor has full power and authority to grant this easement and has a good and indefeasible fee simple title to the above described easement premises, free and clear of all liens and encumbrances, except those of record which do not unreasonably interfere with the uses herein described, and agrees to forever defend the above described easements and rights unto Grantee, Grantee's successors and assigns, against every person or entity lawfully claiming or to claim the easement property or any part of it, except as noted above.

This easement shall be binding on, and shall inure to the benefit of, the successors and assigns of the parties hereto. Where the term Grantor or Grantee is used herein, the term shall be deemed to include the successors and assigns of that party.

In addition to the easement, rights, and privileges conveyed in this instrument, Grantee shall have the right to use as much of the surface of the property of Grantor as may be reasonably necessary to construct and install within the right of way granted hereby the facilities contemplated by this grant. Upon the completion of the construction, installation, repair, maintenance, rebuilding, replacing, relocating, or removing of said pipeline, Grantee shall replace and restore the surface to the condition it was in prior to said construction, maintenance, rebuilding, replacing, relocating, and/or removing of said pipeline.

Grantor also retains, reserves, and shall continue to enjoy use of the surface of the property for any and all purposes that do not interfere with or prevent the use by Grantee of the easements.

With intent to be legally bound, the parties have entered into this agreement this 29th day of May, 2014 and 3rd day of June, 2014

Grantor:

RETRIEV TECHNOLOGIES, INC.

Steven Kinsbursky
Steven Kinsbursky, President

Grantee:

City of Lancaster, Ohio
An Ohio Municipal Corporation

David S. Smith
By David S. Smith/Mayor

State of Ohio
County of Fairfield SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Retrie Technologies, Inc., by Steven Kinsbursky, its President who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of the Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Lancaster, Ohio, this 30 day of June, 2014.

Notary Public, State of Ohio
Commission Expires: _____

State of Ohio
County of Fairfield SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named David S. Smith, Mayor of the City of Lancaster, Ohio, an Ohio Municipal Corporation, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed on behalf of said Municipal Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Lancaster, Ohio, this 30 day of June, 2014.



Judith L. Edwards
JUDITH L. EDWARDS, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Commission Expires: Lifetime
Sec. 147.03 R.C.

Prepared by
Judith L. Edwards
Sitterley & Vandervoort
123 S. Broad Street, Suite 211
Lancaster, Ohio 43130

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Orange }

On May 29, 2014 before me, ME Bradish
Date Here Insert Name and Title of the Officer

personally appeared Steven Kinsbursky
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature: [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT

A

**SANITARY SEWER EASEMENT
1.633 ACRE TRACT**

Situated in the State of Ohio, County of Fairfield, City of Lancaster, being a part of Section 4 located in Township-14, Range-18 and being a part of that 36.809 acre tract (Parcel Number 0535004000) as conveyed to the Retriev Technologies, Inc. as recorded in Official Record 1644, Page 168, all references being to those of record in the Recorder's Office, Fairfield County, Ohio, said 1.633 acre tract being more particularly bounded and described as follows:

Commencing a point in the centerline of Quarry Road marking the southeasterly corner of Section 4;

Thence along the centerline of Quarry Road and the easterly line of Section 4, North 03°01'22" East, 1275.30 feet to a railroad spike found in the northerly right-of-way line of Commerce Street marking the southeasterly corner of said 36.809 acre tract and being the Point of Beginning for the 1.633 Acre Sanitary Sewer Easement herein to be described;

Thence leaving the easterly line of Section 4 along the northerly right-of-way line of Commerce Street, North 86°39'04" West, 1279.89 feet to a 5/8" diameter rebar found with "Tohin-McFarland" cap marking the southwesterly corner of said 36.809 acre tract;

Thence leaving said right-of-way line along the westerly line of said 36.809 acre tract, North 03°13'23" East, 1136.13 feet to a 1/2" diameter pipe found in the southerly right-of-way line of the Indiana and Ohio Central Railroad marking northwesterly corner of said 36.809 acre tract;

Thence along said right-of-way line, North 81°44'04" East, 30.61 feet to a point;

Thence leaving the southerly right-of-way line of the Indiana and Ohio Central Railroad across said 36.809 acre tract the following two (2) courses and distances;

South 03°13'23" West, 1094.69 feet to a point; and . . .

South 86°39'04" East, 1249.72 feet to a point in Quarry Road and in the easterly line of Section 4;

SANITARY SEWER EASEMENT
1.633 ACRE TRACT
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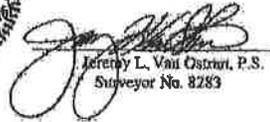
Thence along said line, South 03°01'22" West, 30.00 feet to the Point of Beginning and containing 1.633 acres, more or less, according to a survey conducted by Jobs Henderson and Associates, Inc. in April of 2014.

The bearings in the above description are based on the Ohio State Plane Coordinate System, South Zone.

Subject to all valid and existing easements, restrictions and conditions of record.



April 14, 2014
1:701311040/01/12050/mr1040p6/1.633 ACRES


Jeremy L. Van Ostran, P.S.
Surveyor No. 8283

