

TEMPORARY ORDINANCE NO. 22-16

PERMANENT ORDINANCE NO. 27-16

AN ORDINANCE TO ACCEPT AN EASEMENT NECESSARY FOR ACCESS TO A PUMP STATION AND VACATE AN EXISTING EASEMENT

WHEREAS, the City operates a facility known as the YMCA Pump Station, which is located within an easement on private property and does not directly abut public right-of-way; and

WHEREAS, the City possesses an existing 1968 easement to access the YMCA Pump Station through private property; and

WHEREAS, due to an impending site redevelopment, LALWI, LLC wishes to vacate the existing 1968 easement and replace it with a new access easement attached hereto as Exhibit A;

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

SECTION 1. The following easement be accepted as shown in the Exhibit A attachment:

<u>PROPERTY OWNER</u>	<u>PERMANENT EASEMENT</u>	<u>EXHIBIT</u>
LALWI, LLC	0.534 Acres	C of ordinance Exhibit A
LALWI, LLC	0.328 Acres	E of ordinance Exhibit A
YWCA and YMCA of Lancaster, Ohio	0.128 Acres	D of ordinance Exhibit A

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

Passed: 10/10/16 after 3rd reading. Vote: Yeas 8 Nays 0

Approved: 10/10/16

Clerk: Teresa Lee Sandy

Pat Blakes
President of Council

Offered by: John M. Beecher

John M. Beecher
Mayor

Second by: John M. Beecher

Requested by Water/Water Pollution Control Committee

I, Teresa Lee Sandy, Clerk of Council do hereby certify that on _____, 2016 in the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council



CROSS-EASEMENT AGREEMENT FOR INGRESS AND EGRESS

This Cross-Easement Agreement ("Agreement") is made as of _____ day of _____, 2016 between LALWI, LLC, an Ohio Limited Liability Company, ("LALWI") whose mailing address is _____, YMCA and YMCA of Lancaster, Ohio, an Ohio not for profit corporation ("YMCA") whose mailing address is _____, and The City of Lancaster, an Ohio municipal corporation ("CITY") whose mailing address is 104 E. Main St., Lancaster, Ohio 43130, hereinafter collectively called "Owners", under the following circumstances:

WHEREAS, LALWI is the owner of certain real property located in the City of Lancaster, Fairfield County, Ohio, and more fully described in Exhibit A attached to this Agreement ("LALWI property").

WHEREAS, the YMCA is the owner of certain real property located in the City of Lancaster, Fairfield County, Ohio, and more fully described in Exhibit B attached to this Agreement ("YMCA property").

WHEREAS, the CITY has access to a certain pumping station on the YMCA property by virtue of an Easement, recorded in Volume 367, Page 1, Official Records, Fairfield County Recorder ("1968 Easement").

WHEREAS, the Owners desire to grant a nonexclusive easement to each other on and over the LALWI property and YMCA property for purposes of ingress and egress and to further allow the CITY continued access to operate and maintain its pumping station on the YMCA property, on the terms and conditions provided below.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, the above Owners agree as follows:

1. LALWI and the YMCA grant to the CITY, on the terms and conditions contained in this Agreement, a perpetual nonexclusive easement on, over and across the LALWI Property and YMCA property for ingress and egress to the YMCA property for purposes of maintaining and operating its pumping station, as further described in Exhibits C, D and E attached hereto and incorporated herein by reference. Collectively, Easements C, D and E are referenced herein

as "Easement Area" and more specifically set forth in Exhibit F, attached hereto and incorporated herein by reference. No building, facility, utility or fixture shall be built, constructed, erected, installed, placed or otherwise permitted within the Easement Area that would serve to prohibit, impede or infringe upon the City's right or ability to use or access the City Easement for ingress and egress to the YMCA Property for the purposes of maintaining or operating its pumping station. Such easement shall supersede and replace the above-referenced 1968 Easement relating to the access for the pumping station and the terms and provisions herein shall control such access.

2. The YMCA grants to LALWI, on the terms and conditions contained in this Agreement, a perpetual nonexclusive easement on, over and across the YMCA property for ingress and egress to the LALWI property, as further described in Exhibit D attached hereto and incorporated herein by reference ("Easement D").

3. The Easement Area shall be for the benefit of, and useable as set forth herein by the Owners their respective agents, tenants, licensees and invitees, all persons claiming by or through them, and their heirs, personal representatives, successors and assigns and the provisions of this Agreement shall run with the land.

4. Each Owner shall maintain their respective property within the Easement Area at their sole expense. Each Owner shall be solely responsible for any damage caused to another Owner's property and, with the exception of the City, the Owner causing the damage to the property of another Owner shall hold the other Owners harmless from such damage or resulting claim. The City is expressly excluded from this provision, or any other provision of this Agreement, obligating the City from the duty to indemnify or hold harmless any other Owner or third party. In this case, an Owner shall be considered to include its respective agents, tenants, licensees and invitees.

5. The intention of the parties is that this Agreement shall permit the integrated ingress and egress for the respective properties, without unduly hindering future uses to which the properties may be used. Each Owner reserves the right to use its respective property for any and all uses and purposes that would not otherwise infringe on the right of any other Owner to use the Easement Premises, or any part thereof, for its intended purpose of allowing for ingress and egress across the LALWI and YMCA properties.

6. If any provision of this Agreement or the application of that provision to any persons or circumstances shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Agreement or the application of the provision to other persons or circumstances, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio.

8. This Agreement shall constitute the entire agreement between the Owners and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any Owner except to the extent incorporated in this Agreement.

9. Any modification of this Agreement or additional obligation assumed by any Owner in connection with this Agreement shall be binding only if evidenced in a writing signed by each Owner.

10. Any notice provided for concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by Certified or Registered Mail, if sent to the respective address of each Owner as set forth above, or at such other address as provided in writing to the Owners.

Signed as of the date first written above.

LALWI, LLC

By: _____

The City of Lancaster

By: _____
Brian Kuhn
Mayor

YWCA and YMCA of Lancaster, Ohio

By: _____

STATE OF OHIO, FAIRFIELD COUNTY, ss:

On this _____ day of _____, 2016, before me, a Notary Public in and for said County and State, personally appeared, LALWI, LLC by and through _____, its _____ who executed the foregoing instrument and acknowledged that he did examine and read the same and did sign the foregoing instrument, and that the same is his free act and deed and that of the Company.

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

Notary Public, State of Ohio

STATE OF OHIO, FAIRFIELD COUNTY, ss:

On this _____ day of _____, 2016, before me, a Notary Public in and for said County and State, personally appeared, The City of Lancaster by and through Brian Kuhn _____, its Mayor _____ who executed the foregoing instrument and acknowledged that he did examine and read the same and did sign the foregoing instrument, and that the same is his free act and deed and that of the Company.

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

Notary Public, State of Ohio

STATE OF OHIO, FAIRFIELD COUNTY, ss:

On this _____ day of _____, 2016, before me, a Notary Public in and for said County and State, personally appeared, YWCA and YMCA of Lancaster, Ohio by and through _____, its _____ who executed the foregoing instrument and acknowledged that he did examine and read the same and did sign the foregoing instrument, and that the same is his free act and deed and that of the Company.

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

Notary Public, State of Ohio

This instrument prepared by: Matthew E. Johnson, Esq., Stebelton Snider, LPA, 109 North Broad Street, Suite 200, P. O. Box 130, Lancaster, Ohio 43130

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I:

Situated in the State of Ohio, County of Fairfield, and in the City of Lancaster, and bounded and described as follows:

Being a part of Section 1, Township 14, Range 19, Hocking Township, City of Lancaster, Fairfield County, Ohio, and bounded and described as follows:

Beginning at an iron pin 30 feet N. 0° 16' W. of the southeast corner of a tract of land owned by the Young Men's Christian Association and the Young Women's Christian Association of Lancaster and Fairfield County, Ohio, and recorded in Volume 268, Page 238-242, of the deed records of Fairfield County, Ohio, and in the Surveyor's records Volume 12, No. 4443, of Fairfield County; thence East, parallel to 8th Avenue 351.27 feet to a point; thence N. 0° 22' W. 150.00 feet to a point; thence East 150.00 feet to a point; thence N. 0° 22' W. 197.13 feet to a point; thence N. 43° 20' W. 47.68 feet to a point; thence N. 0° 51' W. 28.19 feet to a point; thence West 220.91 feet to a point; thence South 150.00 feet to a point; thence West 248.21 feet to a point; thence S. 0° 16' E. 250.00 feet to the place of beginning. Containing 3.3151 acres, more or less.

PARCEL II:

Situated in the State of Ohio, County of Fairfield, and in the City of Lancaster, and bounded and described as follows:

Being a part of Section No. 1, Township 14, Range 19, Hocking Township, City of Lancaster, Fairfield County, Ohio, and bounded and described as follows:

Beginning at an iron pin at the northeast corner of a tract of land owned by the Young Men's Christian Association and the Young Women's Christian Association of Lancaster and Fairfield County, Ohio, and recorded in Volume 12, No. 4443 of the Fairfield County Surveyors Records; thence N. 89° 29' W. 408.88 ft. passing an iron pin at 388.18 feet, to a point in the center of the river; thence N. 8° 35' W. 310.50 ft. to a point; thence S. 89° 07' E. 17.27 ft. to a point; thence N. 26° 08' E. 72.56 feet to a point; thence East 303.50 feet to a point marked by an iron pin; thence S. 89° 52' E. 497.17 feet to a point; thence S. 26° 22' E. 134.64 feet to a point; thence S. 11° 22' E. 223.08 feet to a point; thence S. 45° 53' W. 50.82 feet to a point; thence S. 0° 51' E. 4.84 feet to a point; thence N. 89° 29' W. 467.50 feet to the place of beginning. Containing 7.705 acres.

PARCEL III:

Situated in the State of Ohio, County of Fairfield, and in the City of Lancaster, and bounded and described as follows:

Being a part of Section No. 1, Township No. 14, Range No. 19, Hocking Township, City of Lancaster, Fairfield County, Ohio, and bounded and described as follows:

Beginning at an iron pin at the northeast corner of a tract of land owned by the Young Men's Christian Association and the Young Women's Christian Association of Lancaster and Fairfield County, Ohio and recorded in Volume 12, No. 4443 of the Fairfield County Surveyors Records; thence S. 89° 29' E. 467.50 feet along the south side of a tract heretofore leased to King's Department Store, Inc., to a point; thence S. 0° 51' East 34.35 feet to a point, the northeast corner of a tract heretofore leased to Alber's Colonial Stores, Inc.; thence west 220.91 feet along said Alber's line to a point; thence South 150.00 feet along said Alber's line to a point; thence west 248.21 feet along said Alber's line to a point on the east line of the before mentioned Y.M.C.A. and Y.W.C.A. tract; thence N. 0° 16' W. 188.80 feet along the east line of said Y.M.C.A. and Y.W.C.A. tract to the place of beginning. Containing 1.2404 acres.

EXHIBIT "B"

Situated in the County of Fairfield, in the State of Ohio, and in the Township of Hocking, and bounded and described as follows:

Situated in the Township of Hocking, in the County of Fairfield, in the City of Lancaster, and in the State of Ohio, and being part of Section 1, Township 14, Range 19, and bounded and described as follows:

Beginning at a point in the center of Hocking River bridge and the center of West Sixth Avenue; thence East 340.60 feet to a point in the center line of West Sixth Avenue; thence North 0° 16' West (passing an iron pin at 30') 478.60 feet to an iron pin; thence North 89° 29' West (passing an iron pin at 368.18) 408.88 feet to a point in Hocking River; thence South 8° 18' East 487.96 feet to the place of beginning, containing 4.12 acres of land, more or less, subject to the street and river right-of-ways.

See Surveyors Record Volume 12, No. 4443, Fairfield County, Ohio.

Legal Description
Exhibit "C"
City of Lancaster, Hocking Township, Fairfield County, Ohio
Section 1, Township 14N, Range 19W
Access Easement C – 0.534 Acres

Situated in the City of Lancaster, Township of Hocking, County of Fairfield, and State of Ohio and in the Congress Lands East of the Scioto River Section 1, Township 14N, Range 19W being more particularly bounded and described as follows:

Being located on a 7.71 acre tract described in Deed Book 12, Page 4443, in the Fairfield County Recorder's Office;

Beginning for reference at the south west corner of said 7.71 acre tract;

Thence with the south line of said 7.71 acre tract S87°21'28"E 105.81 feet to a point, being the TRUE POINT OF BEGINNING;

Thence on a new line the following seven calls:

With a curve to the left having a Radius of 25.04 feet, a Length of 23.15 feet, a Delta of 52°57'54", and having a Chord Bearing N25°58'40"W 22.33 feet to a point;

With a curve to the right having a Radius of 62.00 feet, a Length of 59.09 feet, a Delta of 54°36'25", and having a Chord Bearing N25°10'37"W 56.88 feet to a point;

N02°07'35"E 298.33 feet to a point;

S87°52'25"E 367.00 feet to a point;

With a curve to the right having a Radius of 500.00 feet, a Length of 127.32 feet, a Delta of 14°35'23", and having a Chord Bearing S80°34'43"E 126.98 feet to a point;

With a curve to the left having a Radius of 300.00 feet, a Length of 95.85 feet, a Delta of 18°18'22", and a Chord Bearing S82°26'13"E 95.44 feet to a point;

N88°24'36"E 156.52 feet to a point in the east line of said 7.71 acre tract;

Thence with the east line of said 7.71 acre tract S26°14'28"E 30.81 feet to a point;

Thence on a new line the following eleven calls:

S88°24'36"W 169.37 feet to a point;

With a curve to the right having a Radius of 328.00 feet, a Length of 104.80 feet, a Delta of 18°18'22", and having a Chord Bearing N82°26'13"W 104.35 feet to a point;

With a curve to the left having a Radius of 472.00 feet, a Length of 120.19 feet, a Delta of 14°35'23", and a Chord Bearing N80°34'43"W 119.87 feet to a point;

N87°52'25"W 8.86 feet to a point;

N02°07'35"E 12.00 feet to a point;

N87°52'25"W 286.14 feet to a point;

S02°07'35"W 2.67 feet to a point;

With a curve to the left having a Radius of 60.00 feet, a Length of 94.25 feet, a Delta of 90°00'01", and having a Chord Bearing S47°07'35"W 84.85 feet to a point;

S02°07'35"W 219.66 feet to a point;

With a curve to the left having a Radius of 50.00 feet, a Length of 80.86 feet, a Delta of 92°39'47", and having a Chord Bearing S44°12'18"E 72.33 feet to a point;

With a curve to the right having a Radius of 62.00 feet, a Length of 55.55 feet, a Delta of 56°50'32", and having a Chord Bearing S64°52'15"E 53.71 feet to a point on the south line of said 7.71 acre tract;

Thence with the south line of said 7.71 acre tract N87°21'28"W 77.15 feet to the TRUE POINT OF BEGINNING;

Containing a total of 0.534 Acres, more or less.

Subject to all existing rights-of-way and easements of record.

The bearings as shown are based on the State Plane Coordinate System, Ohio South Zone in the NAD83 datum.

Iron Pins Set are 5/8" diameter x 30" long rebar with red plastic cap stamped "H&S 8592"

I hereby certify that the foregoing legal description and the attached plat are a true representation of the conditions as they existed on the date of the survey and that the accuracy of same is consistent with accepted surveying standards.

Craig E. Stevenson P.S. 8592
Harral and Stevenson

Date

Legal Description
Exhibit "D"
City of Lancaster, Hocking Township, Fairfield County, Ohio
Section 1, Township 14N, Range 19W
Access Easement D – 0.128 Acres

Situated in the City of Lancaster, Township of Hocking, County of Fairfield, and State of Ohio and in the Congress Lands East of the Scioto River Section 1, Township 14N, Range 19W being more particularly bounded and described as follows:

Being located on a 4.12 acre YMCA tract;

Beginning for reference at the south west corner of a 7.71 acre tract described in Deed Book 12, Page 4443;

Thence with the south line of said 7.71 acre tract S87°21'28"E 144.07 feet to a point, being the TRUE POINT OF BEGINNING;

Thence with the north line of said 4.12 acre tract S87°21'28"E 38.90 feet to a point;

Thence on a new line the following three calls:

With a curve to the right having a Radius of 62.00 feet, a Length of 5.96 feet, a Delta of 56°50'32", and a Chord Bearing S62°06'56"E 5.96 feet to a point;

With a curve to the left having a Radius of 50.00 feet, a Length of 40.46 feet, a Delta of 46°21'53", and a Chord Bearing S56°52'36"E 39.37 feet to a point;

S86°50'02"E 187.33 feet to a point on the east line of said 4.12 acre tract;

Thence with the east line of said 4.12 acre tract S01°42'08"W 25.23 feet to a point;

Thence on a new line the following three calls:

N87°21'28"W 181.33 feet to a point;

With a curve to the right having a Radius of 70.00 feet, a Length of 65.56 feet, a Delta of 53°39'49", and a Chord Bearing N60°31'34"W 63.19 feet to a point;

With a curve to the left having a Radius of 42.00 feet, a Length of 32.01 feet, a Delta of 43°40'16", and a Chord Bearing N55°31'47"W 31.24 feet to the TRUE POINT OF BEGINNING;

Containing a total of 0.128 Acres, more or less.

Subject to all existing rights-of-way and easements of record.

The bearings as shown are based on the State Plane Coordinate System, Ohio South Zone in the NAD83 datum.

Iron Pins Set are 5/8" diameter x 30" long rebar with red plastic cap stamped "H&S 8592"

I hereby certify that the foregoing legal description and the attached plat are a true representation of the conditions as they existed on the date of the survey and that the accuracy of same is consistent with accepted surveying standards.

Craig E. Stevenson P.S. 8592

Date

Legal Description
Exhibit "E"
City of Lancaster, Hocking Township, Fairfield County, Ohio
Section 1, Township 14N, Range 19W
Access Easement E – 0.328 Acres

Situated in the City of Lancaster, Township of Hocking, County of Fairfield, and State of Ohio and in the Congress Lands East of the Scioto River Section 1, Township 14N, Range 19W being more particularly bounded and described as follows:

Being located on a 1.24 acre tract described in Deed Book 12, Page 4443, also being located on a 3.32 acre tract described in Deed Book 12, Page 4443, in the Fairfield County Recorder's Office;

Beginning for reference at the south west corner of said 7.71 acre tract

Thence with the south line of said 7.71 acre tract S87°21'28"E 407.60 feet to a point being the northwest corner of said 1.24 acre property;

Thence with the west line of said 1.24 acre tract S01°42'08"W 19.77 feet to a point, being the **TRUE POINT OF BEGINNING**;

Thence on a new line through said 1.24 acre tract the following three calls:

S87°48'08"E 377.57 feet to a point;

S02°11'52"W 6.00 feet to a point;

S87°48'08"E 90.09 feet to a point on the east line of said 1.24 acre tract;

Thence partly with the east line of said 1.24 acre tract and partly with the east line of said 3.32 acre tract S01°06'53"W 28.01 feet to a point;

Thence on a new line through said 3.32 acre tract N87°48'08"W 213.22 feet to a point;

Thence continuing on a new line through said 3.32 acre tract N02°11'52"E 4.00 feet to a point;

Thence on a new line partly through said 3.32 acre tract and partly through said 1.24 acre tract N87°48'08"W 240.55 feet to a point;

Thence on a new line through said 1.24 acre tract N02°11'52"E 4.66 feet to a point;

Thence continuing on a new line through said 1.24 acre tract N87°21'28"W 14.21 feet to a point on the west line of said 1.24 acre tract;

Thence with the west line of said 1.24 acre tract N01°42'08"E 25.23 feet to the **TRUE POINT OF BEGINNING**;

Containing a total of 0.328 Acres, more or less.

Subject to all existing rights-of-way and easements of record.

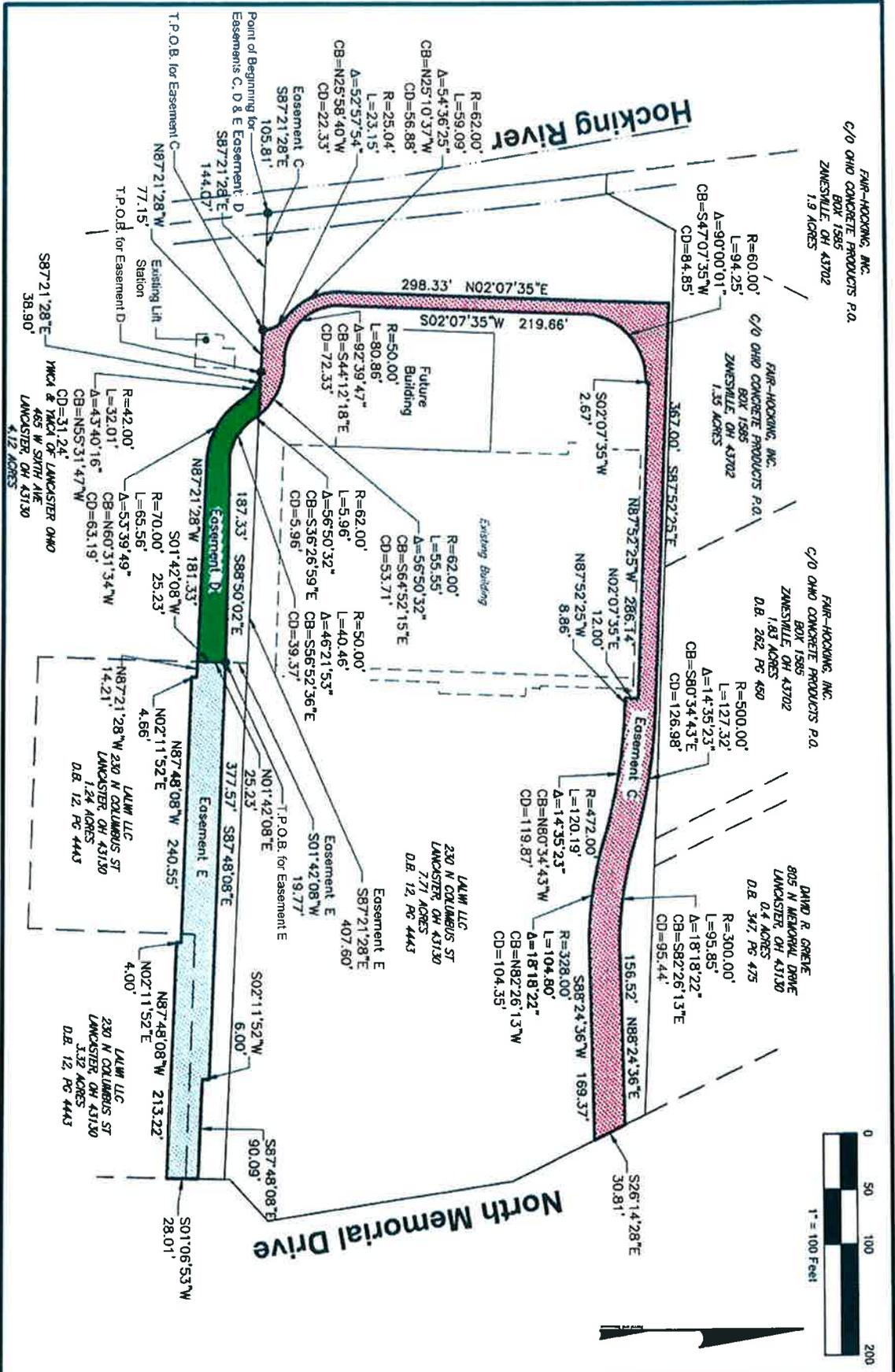
The bearings as shown are based on the State Plane Coordinate System, Ohio South Zone in the NAD83 datum.

Iron Pins Set are 5/8" diameter x 30" long rebar with red plastic cap stamped "H&S 8592"

I hereby certify that the foregoing legal description and the attached plat are a true representation of the conditions as they existed on the date of the survey and that the accuracy of same is consistent with accepted surveying standards.

Craig E. Stevenson P.S. 8592
Harral and Stevenson

Date



FAIR-HOCKING, INC.
 C/O OHIO CONCRETE PRODUCTS P.O.
 BOX 1585
 ZANESVILLE, OH 43702
 1.9 ACRES

FAIR-HOCKING, INC.
 C/O OHIO CONCRETE PRODUCTS P.O.
 BOX 1585
 ZANESVILLE, OH 43702
 1.83 ACRES
 D.B. 262, PG. 480

DAVID R. GREBE
 805 N MEMORIAL DRIVE
 LANCASTER, OH 43130
 0.4 ACRES
 D.B. 347, PG. 475

LALM LLC
 230 N COLUMBUS ST
 LANCASTER, OH 43130
 7.71 ACRES
 D.B. 12, PG. 4443

YWCA & YWCA OF LANCASTER OHIO
 465 W SMITH AVE
 LANCASTER, OH 43130
 4.12 ACRES

LALM LLC
 230 N COLUMBUS ST
 LANCASTER, OH 43130
 1.24 ACRES
 D.B. 12, PG. 4443

Harral and Stevenson
 Engineering - Surveying - Planning
 120 E. Main Street, Suite A
 Circleville, Ohio 43113
 Ph: 740.497.4432
 www.harralstevenson.com

Date:	7/22/16
Scale:	1"=100'
Drawn By:	JDM
Project:	E161002
Client:	LCC

CITY OF LANCASTER, HOCKING TWP, FAIRFIELD CO., OH
 SECTION 1, TOWNSHIP 14 N, RANGE 19 W
EASEMENT EXHIBIT F
 LANCASTER COMMUNITY CHURCH