

TEMPORARY ORDINANCE NO. 13-14

PERMANENT ORDINANCE NO. 13-14

AN ORDINANCE ACCEPTING AN EASEMENT NECESSARY FOR THE CONSTRUCTION OF GAS AND WATER LINES

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

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

<u>PROPERTY OWNER</u>	<u>PERMANENT EASEMENT</u>	<u>EXHIBIT</u>
Lancaster City School District Board of Education	0.942 Acres	A

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

Passed: 8/25/14 after 3<sup>rd</sup> reading. Vote: Yeas 8 Nays 0

Date Approved: 8/25/14

Clerk: Teresa Lee Sandy

Cathy Fittler  
President of Council

Offered by: At B. H. ...

[Signature]  
Mayor

Second by: [Signature]

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

## EASEMENT AGREEMENT FOR GAS AND WATER LINE

KNOW ALL MEN BY THESE PRESENTS that the **BOARD OF EDUCATION LANCASTER CITY SCHOOLS**, a political subdivision of the State of Ohio ("Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by or on behalf of the **CITY OF LANCASTER, OHIO, AN OHIO MUNICIPAL CORPORATION** (the "Grantee"), the receipt of which is hereby acknowledged, does hereby grant to Grantee, its successors and assigns forever, (i) a perpetual, non-exclusive easement in, over, under, across and through the following described real property for the purposes of constructing, installing, reconstructing, replacing, removing, repairing, maintaining, operating, tapping into, constructing manholes, equipment, valves, regulators and other appurtenances for a underground water pipeline and gas line for the distribution of liquefied or gaseous substances as said Grantee from time to time may require or deem appropriate (collectively, the "Improvements"); and (ii) subject to the further provisions of this Easement Agreement, the right to use and enter easement the real property of Grantor immediately adjoining the easement area for access to and from the easement area.

The easement area is legally described, and is depicted, on Exhibits "A-1" and "A-2" attached hereto. This easement area is part of the real property of Grantor recorded as Official Record 1618, Page 3663, Recorder's Office, Fairfield County, Ohio.

Grantor and Grantee understand and hereby agree that all terms and conditions contained herein shall be effective and binding upon the parties and their respective successors and assigns.

The perpetual easement rights granted herein are exclusive as to all except Grantee and any previously granted rights of record, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant. In addition, neither Grantor nor any other person or entity shall cause or allow to be constructed any permanent building, structure, facility or improvement which impairs the use of the easement area as permitted herein, or interferes with the construction, operation, maintenance, repair, removal, replacement or reconstruction of the Improvements therein or thereunder. Should Grantor or any other person or entity make permanent or temporary improvements in or upon the subject easement area, then Grantor, or such other person or entity, shall assume the risk of the improvements being damaged or destroyed by Grantee's subsequent entries made for the purposes granted herein, and Grantee, its employees, agents, representatives and contractors, shall not be responsible or liable for any damage or destruction to such improvements during the good faith exercise of Grantee's rights granted herein, and the good faith performance of its obligations as described herein.

Grantor further covenants with Grantee that it is the true and lawful owner of the real property on which this easement is located and is lawfully seized of the same in fee simple and has good right and full power to grant this easement.

Grantee covenants with Grantor as follows: (i) that it shall carry on any construction, maintenance, replacement or restoration activity with commercially reasonable diligence; and (ii) that it, promptly upon completion of any construction,

maintenance or replacement activity, shall restore the easement area and those areas immediately adjacent to the easement area as nearly possible to their former condition and appearance.

Grantee shall provide Grantor with the appropriate size tap(s) and/or valve(s) to allow Grantor access and use of the Improvements and the water and gas flowing therein.

Grantee shall have the right to assign all or any part of its interest in this Easement Agreement without the consent of Grantor, provided that such assignee shall assume all of the obligations of Grantee hereunder.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**BOARD OF EDUCATION LANCASTER CITY SCHOOLS,**  
a political subdivision of the State of Ohio

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

Name: \_\_\_\_\_

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

**CITY OF LANCASTER, OHIO,**  
an Ohio Municipal Corporation

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

Brian S. Kuhn

Title: Service Safety Director, City of Lancaster, Ohio

STATE OF OHIO  
COUNTY OF FAIRFIELD, ss:

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public in and for the said state, personally came \_\_\_\_\_ the \_\_\_\_\_ of the Board of Education Lancaster City Schools, a political subdivision of the State of Ohio, the Grantor in the foregoing Easement Agreement, and acknowledged the signing thereof to be his/her voluntary act and deed and the voluntary act and deed of said municipality.

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

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

STATE OF OHIO  
COUNTY OF FAIRFIELD, ss:

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public in and for the said state, personally came Brian S. Kuhn the Service Safety Director of the City of Lancaster, Ohio, an Ohio Municipal corporation, the Grantee in the foregoing Easement Agreement, and acknowledged the signing thereof to be his/her voluntary act and deed and the voluntary act and deed of said corporation.

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

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Notary Public

Cross Reference: Official Record 1618, Page 3663

This instrument prepared by:

Todd D. Pechar  
Stebelton, Aranda & Snider, LPA  
109 North Broad Street, Suite 200  
Lancaster, OH 43130  
(740) 654-4141

**LEGAL DESCRIPTION**  
**0.942 ACRE UTILITY EASEMENT**

Exhibit A-1

Situated in the City of Lancaster, County of Fairfield, State of Ohio, being part of the south half of Section 2 and the north half of Section 11, Township 14 North, Range 19 West of the Congress Lands East of the Scioto River, and being part of a 16.445 acre parcel conveyed to the Lancaster City School District Board of Education, recorded in Official Record 1618, Page 3663 and part of Lot 26 of the George Lutz 2ND Addition, Plat Book 3, Page 140 and Plat Book 7, Page 20, said lot conveyed to the Lancaster City School District Board of Education, recorded in Official Record 1619, Page 965, being more particularly described as follows:

**Commencing for Reference** at the Northwest corner of Lot 80 of Hunter Trace Estates – Part II, (Plat Book 11, Page 114 and 115), being the southwest corner of said 16.445 acre tract;

Thence South 85° 49' 33" East along the north line of said Lot 80, Hunter Trace Estates – Part II a distance of 113.00 feet to the **POINT OF BEGINNING** of the herein described easement:

Thence crossing said 16.445 acre tract along the following courses:

**North 04° 10' 27" East** a distance of **666.68 feet** to a point;

**South 85°49'32" East** for a distance of **362.18 feet** to a point;

**North 04° 10' 28" East** for a distance of **142.80 feet** to a point on the south line of the plat of George Lutz 2ND Addition recorded in Plat Book 3, Page 140 and Plat Book 7, Page 20;

Thence along the south line of said George Lutz 2ND Addition, **South 87°25'35" East** for a distance of **2.03 feet** to the southwest corner of Lot 26 of said George Lutz 2ND Addition;

Thence along the west line of said Lot 26, George Lutz 2ND Addition, **North 02°56'57" East** for a distance of **138.00 feet** to the northwest corner of Lot 26, being on the south right-of-way line of West Walnut Street (50' R/W);

Thence along the south right of way line of West Walnut Street **South 87°25'35" East** a distance of **30.93 feet** to a point;

Thence crossing Lot 26, **South 04°10'28" West** for a distance of **138.05 feet** to a point on said south line of Lot 26, the north line of the above referenced 16.445 acre tract;

Thence crossing said 16.445 acre tract, the following courses:

**South 04°10'28" West** for a distance of **138.64 feet** to a point;  
**South 85°49'32" East** for a distance of **30.00 feet** to a point;  
**South 04°10'28" West** for a distance of **35.00 feet** to a point;  
**North 85°49'32" West** for a distance of **392.18 feet** to a point;  
**South 04°10'27" West** for a distance of **582.78 feet** to a point;  
**South 18°19'33" East** for a distance of **31.90 feet** to a point;  
**South 40°49'33" East** for a distance of **34.69 feet** to a point;  
**North 85°49'33" West** for a distance of **66.70 feet** to the **Point of Beginning**;

**Containing 0.942 acres, more or less.**

**Being part of Parcel Number 053-60085-10** (16.445 acre tract) and **part of Parcel Number 083-61966-00** (Lot 26, George Lutz 2<sup>nd</sup> Addition).

Together with and subject to covenants, easements, and restrictions of record.

Bearings are based on the North line of said Lot 80, Hunter Trace Estates Part II, Plat Book 11, Page 114 as **South 85°49'33" East** as referenced in Official Record 1618, Page 3663 of the Fairfield County Recorder's Office.

  
Anthony R. Sheck, P.S. 6954

June 19, 2014  
Date

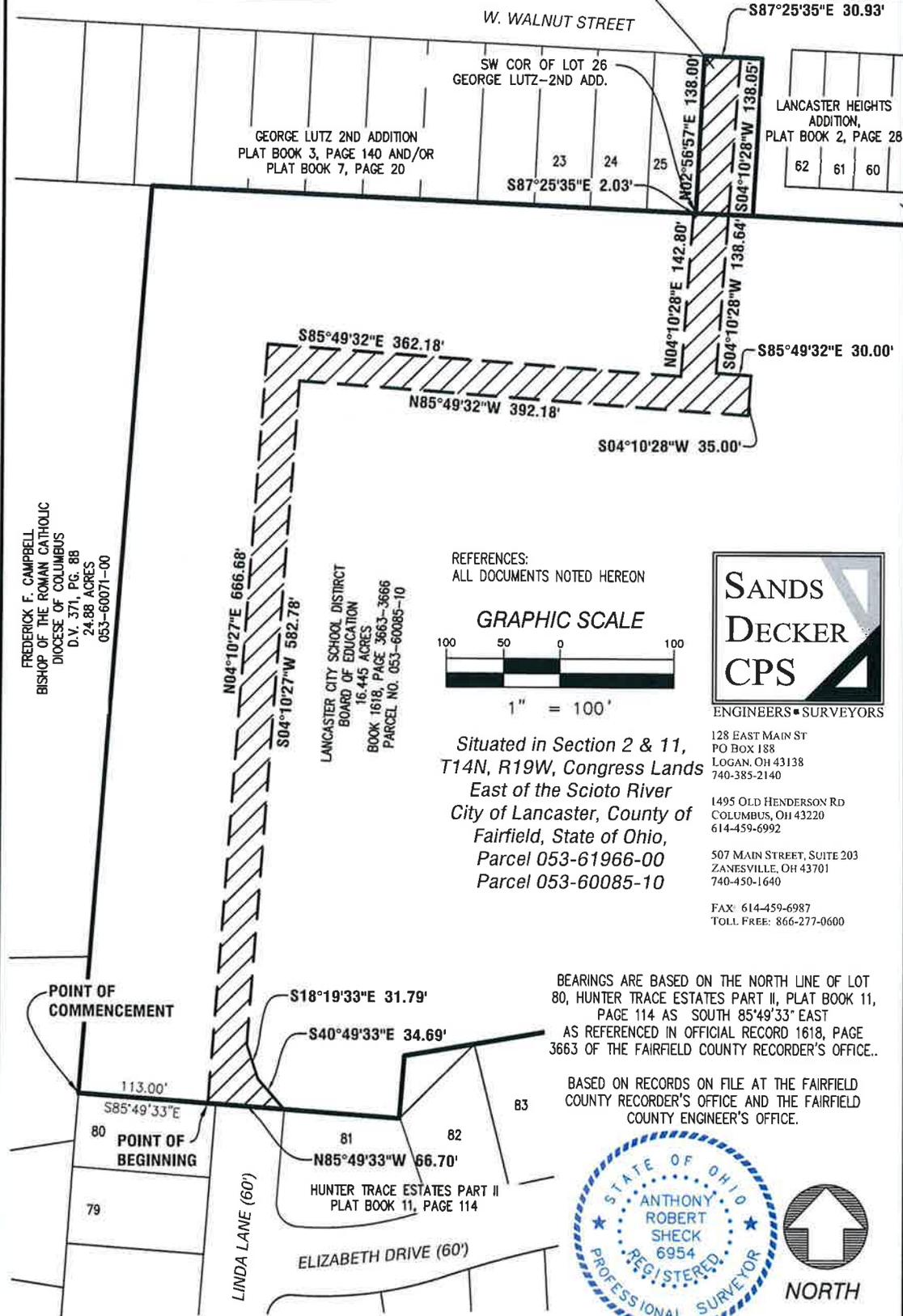


# UTILITY EASEMENT EXHIBIT

## 0.942 ACRES

Exhibit A-2

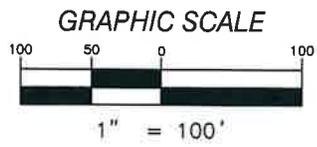
LANCASTER CITY SCHOOL DISTRICT BOARD OF EDUCATION  
LOT 26, GEO. LUTZ 2ND ADD.  
OR BOOK 1619, PAGE 965-966  
053-61966-00



FREDERICK F. CAMPBELL  
BISHOP OF THE ROMAN CATHOLIC  
DIOCESE OF COLUMBUS  
D.V. 371, PG. 88  
24.88 ACRES  
053-60071-00

LANCASTER CITY SCHOOL DISTRICT  
BOARD OF EDUCATION  
16.445 ACRES  
BOOK 1618, PAGE 3663-3666  
PARCEL NO. 053-60085-10

REFERENCES:  
ALL DOCUMENTS NOTED HEREON



**SANDS  
DECKER  
CPS**  
ENGINEERS • SURVEYORS

Situated in Section 2 & 11,  
T14N, R19W, Congress Lands  
East of the Scioto River  
City of Lancaster, County of  
Fairfield, State of Ohio,  
Parcel 053-61966-00  
Parcel 053-60085-10

128 EAST MAIN ST  
PO BOX 188  
LOGAN, OH 43138  
740-385-2140

1495 OLD HENDERSON RD  
COLUMBUS, OH 43220  
614-459-6992

507 MAIN STREET, SUITE 203  
ZANESVILLE, OH 43701  
740-450-1640

FAX: 614-459-6987  
TOLL FREE: 866-277-0600

BEARINGS ARE BASED ON THE NORTH LINE OF LOT 80, HUNTER TRACE ESTATES PART II, PLAT BOOK 11, PAGE 114 AS SOUTH 85°49'33" EAST AS REFERENCED IN OFFICIAL RECORD 1618, PAGE 3663 OF THE FAIRFIELD COUNTY RECORDER'S OFFICE..

BASED ON RECORDS ON FILE AT THE FAIRFIELD COUNTY RECORDER'S OFFICE AND THE FAIRFIELD COUNTY ENGINEER'S OFFICE.

*Anthony R. Sheck*  
ANTHONY R. SHECK PS #6954

06-19-2014  
DATE