

TEMPORARY RESOLUTION NO. 55-21 \_\_\_\_\_

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

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PRE-ANNEXATION AGREEMENT COVERING 25.8723 +/- ACRES IN HOCKING TOWNSHIP

WHEREAS, the Owner and prospective Developer of property consisting of 25.8723 +/- acres in Hocking Township, Fairfield County, Ohio, which area is generally described in the legal description and survey attached hereto as Exhibit A have been working with City Administration regarding annexation of the property into the City with anticipated development of a portion of the property; and

WHEREAS, the Owner and prospective Developer are preparing to file with the Fairfield County Commissioners a petition for regular annexation of the property into the City; and

WHEREAS, a Pre-Annexation Agreement has been negotiated between the City, the Owner, and the prospective Developer 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, sanitary sewer, natural gas, storm water, sanitation, police, and fire/EMS services;

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

SECTION 1. That the Pre-Annexation 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 the City and which shall be approved by the Mayor. The Mayor, for and in the name of the City subject to and in harmony with the autonomous plenary powers of the various separate entities of the City, is hereby authorized to execute the Agreement, provided further that the approval of changes thereto by the Mayor, their character not being substantially adverse to the City, or in violation of the autonomous plenary powers of City entities, shall be evidenced conclusively by the execution thereof. This Council further authorizes the Mayor 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 the 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: \_\_\_\_\_

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

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

\_\_\_\_\_  
Mayor

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

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

Requested by Law Committee

**PARCEL TO BE ANNEXED TO THE CITY OF LANCASTER**

Situated in the State of Ohio, County of Fairfield, Township of Hocking, Township 14, Range 19, Section 4.

Being all of a record 13.031 and 7.10 acre parcel conveyed to Mary E. Reedy (OR Book 1746, Page 1597, all of a record 0.32 acre parcel conveyed to State of Ohio (OR Book 1121, Page 1645), all of a record 4.16 acre parcel conveyed to State of Ohio (OR Book 1198, Page 1921) and part of a record 0.76 acre parcel conveyed to State of Ohio (OR Book 1198, page 1921) and being more fully described as follows:

Beginning at a 3/4 inch iron pin found 176.84 feet left of Station 379+58.91 of the centerline survey of U.S.R. 33 for FA1- 33-7.31, said iron pin is located South 85 degrees 46'31" East a distance of 461.40 feet from the Southwest corner of Section 4;

Thence **North 15 degrees 25'24" West** along the limited access right-of-way line of U.S.R. 33, a distance of **492.37 feet** to a 3/4" iron pin found;

Thence **North 3 degrees 21'21" West** continuing along the limited access right-of-way line of U.S.R. 33, a distance of **882.13 feet** to a 3/4" iron pin found on the southerly right-of-way line of State Route 188;

Thence **South 80 degrees 08'51" East** along the southerly right-of-way line of State Route 188, a distance of **448.83 feet** to a 3/4" iron pin found;

Thence **South 80 degrees 21'28" East** along the southerly right-of-way line of State Route 188, a distance of **96.99 feet** to a deflection therein;

Thence **South 80 degrees 05'59" East** along the southerly right-of-way line of State Route 188, a distance of **80.24 feet** to a deflection therein and a 3/4" iron pin found;

Thence with the South right of way line of State Route 188, **South 81 degrees 45'43" East** a distance of **149.90 feet**:

Thence **North 3 degrees 27'50" East** a distance of **159.64 feet** to the Northerly right-of-way line of State Route 188;

Thence **South 80 degrees 45'46" East** along the northerly right-of-way line of State Route 188 distance of **189.92 feet**;

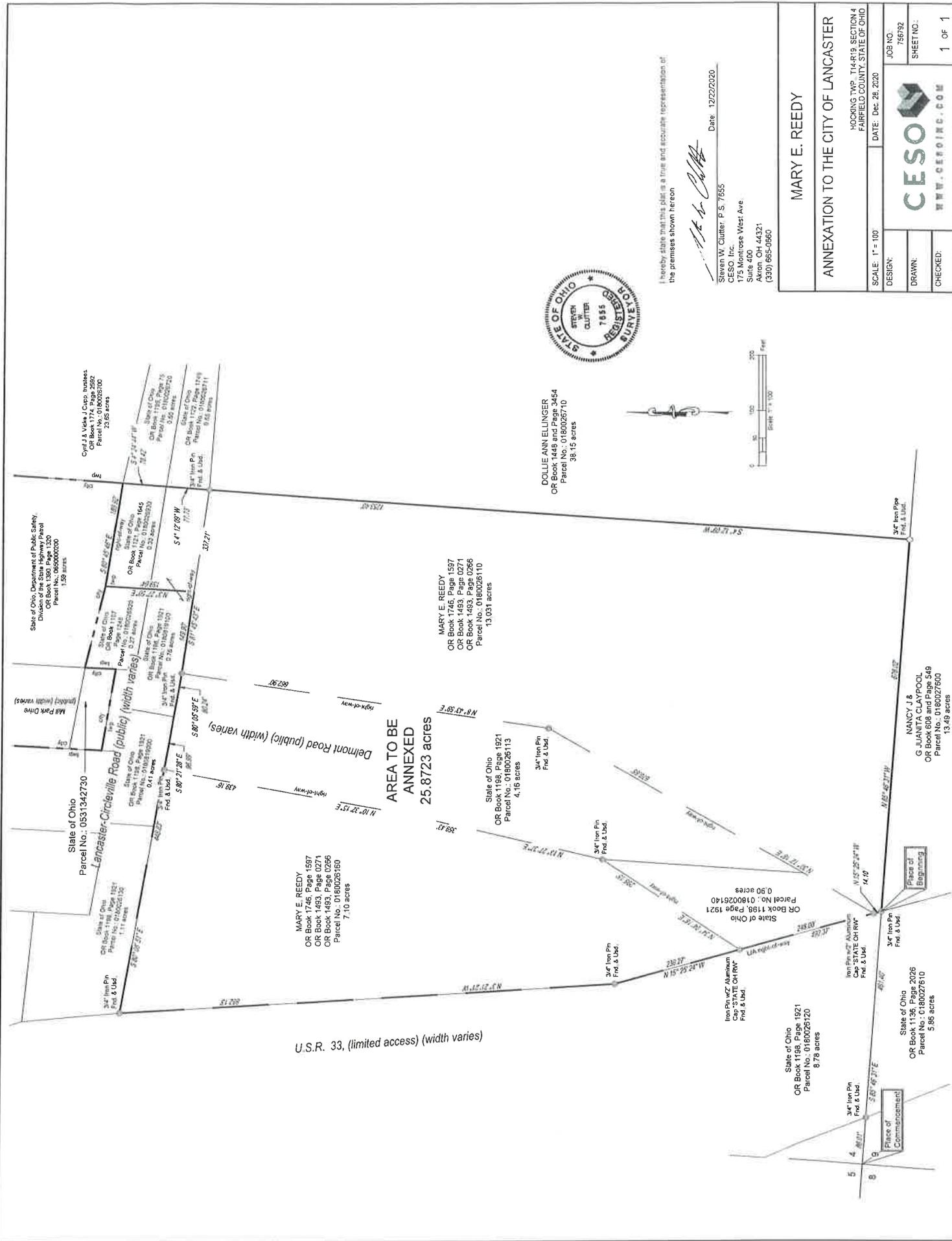
Thence **South 4 degrees 24'44" West** a distance of **78.42 feet**;

Thence **South 4 degrees 12'09" West** a distance of **77.73 feet** to a 3/4 inch iron pin found on the south right-of-way line of State Route 188;

Thence **South 04 degrees 12'09" West** a distance of **1253.40 feet** to a 3/4 inch iron pipe found;

Thence **North 85 degrees 46'31" West** a distance of **678.02 feet** to the point of beginning, **containing 25.8723 acres.**





I hereby state that this plat is a true and accurate representation of the premises shown hereon

*Steven W. Clutter*  
 Steven W. Clutter, P.S. 7655  
 CESO Inc.  
 175 Montrose West Ave  
 Suite 400  
 Akron, OH 44321  
 (330) 685-0660

Date: 12/22/2020



DOLLIE ANN ELLINGER  
 OR Book 1448 and Page 3454  
 Parcel No.: 0160026710  
 38.15 acres



ANNEXATION TO THE CITY OF LANCASTER		HOCKING TWP. T14-R19 SECTION 4 FAIRFIELD COUNTY STATE OF OHIO	
		SCALE: 1" = 100	DATE: Dec. 28, 2020
DESIGN:		JOB NO.	756792
DRAWN:		SHEET NO.:	1 OF 1
CHECKED:		WWW.CESOINC.COM	

MARY E. REEDY

**AREA TO BE ANNEXED**  
 25.8723 acres

MARY E. REEDY  
 OR Book 1746, Page 1597  
 OR Book 1493, Page 0271  
 OR Book 1493, Page 0266  
 Parcel No.: D160026160  
 7.10 acres

MARY E. REEDY  
 OR Book 1746, Page 1597  
 OR Book 1493, Page 0271  
 OR Book 1493, Page 0266  
 Parcel No.: 0160026110  
 13.031 acres

State of Ohio  
 OR Book 1198, Page 1921  
 Parcel No.: 0160026113  
 4.16 acres

State of Ohio  
 OR Book 1198, Page 1921  
 Parcel No.: 0160026140  
 0.90 acres

State of Ohio  
 OR Book 1198, Page 1921  
 Parcel No.: 0160026120  
 8.78 acres

State of Ohio  
 OR Book 1198, Page 2026  
 Parcel No.: 0160027610  
 5.86 acres

NANCY J &  
 G. JUANITA CLAYPOOL  
 OR Book 608 and Page 549  
 Parcel No.: 0160027600  
 13.49 acres

State of Ohio, Department of Public Safety,  
 Division of the State Highway Patrol  
 OR Book 1380 Page 1320  
 Parcel No.: 0500000200  
 1.58 acres

Cory J. & Vicki J. Cupo, Inc.  
 OR Book 1774, Page 2592  
 Parcel No.: 0160026700  
 23.60 acres

State of Ohio  
 OR Book 1137  
 Parcel No. 0160026200  
 0.33 acres

State of Ohio  
 OR Book 1184, Page 1071  
 Parcel No.: 0160019110  
 0.70 acres

State of Ohio  
 OR Book 1198, Page 1921  
 Parcel No.: 0160019110  
 0.41 acres

State of Ohio  
 OR Book 1198, Page 1921  
 Parcel No.: 0160019110  
 0.41 acres

State of Ohio  
 OR Book 1198, Page 1921  
 Parcel No.: 0160019110  
 0.41 acres

State of Ohio  
 Parcel No.: 0531342730

State of Ohio  
 OR Book 1198, Page 1921  
 Parcel No.: 0160019110  
 1.11 acres

State of Ohio  
 OR Book 1198, Page 1921  
 Parcel No.: 0160019110  
 1.11 acres

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State of Ohio  
 OR Book 1198, Page 1921  
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 1.11 acres

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

This PRE-ANNEXATION AGREEMENT (the "Agreement") is made to become effective as set forth in Section 4(n) herein by and between Love's Travel Stops & Country Stores, Inc., a foreign corporation duly registered to conduct business in the State of Ohio (collectively, "Love's"), Mary E. Reedy, an individual resident of the State of Ohio, Fairfield County ("Reedy"), 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. Reedy is the owner of real property situated in Hocking Township, Fairfield County, Ohio, specifically two parcels identified with Fairfield County Auditor Parcel Numbers 0180026160 and 0180026110 (together referred to generally as the "Property") which are generally depicted on Exhibit A attached hereto.

B. Love's is in contract with Reedy to purchase Fairfield County Auditor Parcel Number 0180026110, comprised of 13.03 +/- acres (the "Love's Property").

C. Love's desires to develop the Love's Property and requires centralized sewer and water from the City of Lancaster for the planned development.

D. The Property is adjacent to the City's municipal corporate boundary and the City desires that Love's petition for regular annexation to the City so that City can service the planned development. The water and sanitary sewer services are a benefit to the Property, not available without annexation.

E. During the pre-annexation review process, it was determined by the City and the Fairfield County Engineer that Delmont Road would be included within the territory to be annexed and in so doing, the remaining acreage owned by Reedy, Fairfield County Auditor Parcel Number 0180026160 (the "Reedy Property") could also be included within the territory to be annexed to the City.

F. The parties enter into this Agreement for the purpose of documenting their certain agreements with respect to the annexation, municipal services and development of the Property.

NOW THEREFORE, in consideration of the promises made herein, the mutual benefits and detriments from the actions undertaken in the performance of this Agreement, the adequacy and sufficiency of which is hereby acknowledged and agreed, the parties agree as follows:

1. Agreement to Petition for Annexation.



- (a) Love's agrees to submit a Petition for Regular Annexation of the Property (the "Petition") pursuant to R.C. §709.02 to Fairfield County within 30 days of City Council's approval of this Agreement, and thereafter to diligently pursue the regular annexation process. In connection therewith, Love's shall prepare and submit the information, maps and other drawings as shall be required as part of such annexation process. Love's shall make payment to City for the costs of annexation for the Property, in accordance with the City's fee schedule and its normal and customary fees for same.
- (b) Reedy agrees to sign the annexation petition, and the zoning application or other documents as may be necessary to effectuate the annexation, zoning and actions under this Agreement.
- (c) Annexation acceptance shall occur subject to the final consent by Love's, and only in conjunction with the terms regarding a contemporaneous processing of other applications for City zoning and development approvals, as set forth herein. Love's shall inform the City, in writing, of its affirmative consent for City to proceed with acceptance of the annexation of the Property.
- (d) Public Improvements. The parties acknowledge and agree that the development of the Property will require the design and construction of certain public improvements. The purpose of this Agreement is to (i) ensure acceptance of the regular annexation by City, and (ii) to obtain the City's commitment to provide municipal services (water, sewer, storm water drainage, and gas) in sufficient capacity for the properties to be developed with CH (Commercial High Intensity District) zoning district uses. It is expressly understood and acknowledged by the Parties that the Reedy Property will be developed in the future by others, and this Agreement does not obligate City or Love's to extend lines or any improvements to the Reedy Property for such municipal services.

This Agreement is intended, however, to acknowledge development of the Love's Property by Love's. Love's shall be responsible for the design and construction of off-site and on-site public improvements for the development of the Love's Property, including without limitation transportation, water, sanitary sewer, storm sewer, and drainage improvements. The cost of designing and constructing all of the aforementioned public improvements shall be borne by Love's, and the construction thereof shall be at the sole cost, risk and expense of Love's. All such public improvements must be built and completed in accordance with State, County and City permitting requirements, engineering and construction standards and specifications and such other adopted standards as applicable and as may be amended from time to time.

The Parties acknowledge that any future development of the Reedy Property will be subject to the same standards set forth above and as applied generally to all developments in the City, as those standards may be in effect at such time as the Reedy Property develops.

The parties further agree that in the event there becomes a need for additional land area or rights-of-way directly related to and generated by development of the Love's Property, Love's shall provide such additional land area. In that event, the Parties will work together in good faith to minimize any dedications that exceed the established thoroughfare plan or policy established easement dimensions so as not to unreasonably hinder or prejudice development proposed for the Love's Property. In that event, any requirement for additional reasonable land area shall not be determined a taking or damage to the remainder of the Property for which compensation is required.

- (e) Costs. Love's will bear all costs necessary for the annexation of the Property, and the initial zoning of both the Love's and Reedy Properties to the CH (Commercial High Intensity District) zoning district. Thereafter Love's agrees to pay only the fees for variances, and any development approvals in connection with the Love's Property. The City shall not, in any event, be liable to Love's for any costs associated with the annexation or failure of the annexation due to challenge by outside third parties. This provision shall be effective upon the execution of this Agreement notwithstanding the failure of or challenge to the annexation, or the detachment of the Property from the City.
  - (f) Impact Fees and Other City Fees. For development of the Love's Property, Love's will pay all usual and customary City fees adopted by the City and uniformly charged for other property located in the City as authorized by law, and in effect at the time of this Agreement. For future development of the Reedy Property, Reedy will be required to pay all usual and customary City fees adopted by the City and uniformly charged for other property located in the City as authorized by law, and in effect at the time of development.
2. City's Agreements. The City agrees to take each of the following actions in connection with regular annexation and development of the Property subject to the acknowledgments and understandings set forth in Section 4(f) herein:
- (a) City agrees to receive and process documentation regarding annexation of the Property in accordance with Ohio law. City agrees to provide a municipal services resolution which commits the City to service the Property upon annexation with City water, sanitary sewer, storm sewer services, and gas in sufficient capacity for CH (Commercial High Intensity District) zoned property. City Administration agrees to express official support of the annexation and planned development in the form of this Pre-Annexation Agreement signed by all parties in conjunction with the municipal services resolution for the official records of the annexation proceedings.
  - (b) The City Administration shall fully cooperate with and assist Love's in facilitating annexation of the Property to the City as promptly as possible. Assistance may include, but shall not be limited to witness testimony by relevant City personnel

regarding the annexation and relevant information for same, receive and process applications for review and approval of all plans necessary to develop in the City in accordance with the Love's development plan upon the successful completion of annexation.

- (c) City agrees to accept annexation of the Property. Acceptance shall occur subject only to the final written consent by Love's as set forth herein.
- (d) Zoning Classification/Site Plan Approval – Love's Property. The Parties acknowledge and agree that obtaining zoning and plan/regulatory approvals are necessary to develop the Love's Property and that obtaining parallel City review and preliminary approvals before, during and through the annexation process for the Property is a specific purpose of this Agreement. City shall proceed to receive and process all applications for zoning, plan approval, variance or other as presented by Love's subject to the acknowledgments and understandings set forth in Section 4(f) herein. City Administration represents that it has reviewed the planned development and proposed use, and has determined that CH (Commercial High Intensity District) is the applicable zoning district to Love's intended use of the Love's Property as a commercial/retail operation. Final approvals for such zoning remains subject to the acknowledgments and understandings set forth in Section 4(f) herein. City Administration agrees to present and support an ordinance and take all other actions required by applicable laws, rules and regulations to reclassify the Property (both the Love's Property and Reedy Property) as a CH (Commercial High Intensity District) subject to the acknowledgments and understandings set forth in Section 4(f) herein. The City agrees to process the zoning of the Property contemporaneous with the annexation proceedings and to facilitate timing of both such matters with the intended result being the acceptance of the annexation occurring at the same City Council meeting as final zoning approval of the property to CH, Commercial High Intensity District, would be presented to City Council for its consideration and approval. At any time throughout the zoning, variance or annexation process, Love's may withdraw any or all such requests, for any reason at its sole and absolute discretion.

City will cooperate with Love's and take all appropriate actions necessary to approve the Site Plan shown on the attached Exhibit B as expeditiously as possible subject to the acknowledgments and understandings set forth in Section 4(f) herein. To the extent that minor variances for truck parking, parking lot standards and or project signage are required due to the specialized nature of the planned business operations and the freeway frontage location, such variances shall be submitted to the BZA by Love's with any approval to be effective upon final annexation acceptance by the City and subject to the acknowledgments and understandings set forth in Section 4(f) herein. Love's seeks to pursue the dual path of zoning and development approvals during the pendency of the Property annexation, and as such Love's will make applications as provided for herein and pay all associated fees with rezoning for the Property and variances for the Love's Property as required by the City at the time of application and/or request.

Zoning of the Property shall be accomplished in accordance with the City's codes, rules, regulations, and standards and in accordance with the Ohio Revised Code, in effect at the time of this Agreement.

- (e) Traffic Improvements. Love's has submitted a traffic impact study prepared by CSEO, Inc., dated August 10, 2020 (the "TIS") which TIS was reviewed and approved by the City Engineer on February 17, 2021 and by ODOT on December 23, 2020, subject to detailed final design, final engineering, ODOT driveway and right of way permits and further City approvals subject to the acknowledgments and understandings set forth in Section 4(f) herein. Love's and City acknowledge that certain site access locations have been studied in the approved TIS and are shown on the attached Exhibit B development plan. Subject to detailed final design, final engineering, ODOT driveway and right of way permits and further City approvals, the access points and curb cuts, as shown, are approved by the City, subject to the acknowledgments and understandings set forth in Section 4(f) herein. In the event final placement of site access points or other traffic required improvements change significantly from the approved TIS or otherwise are not satisfactory to Love's, then Love's reserves the right to terminate this Agreement in its sole and absolute discretion subject to Section 1(c) herein.
  
  - (f) Signs. Due to the Property's location along the US33 by-pass at SR188, the site distances and the rolling topography in the area, Love's has requested freeway appropriate signage that will assist drivers and prospective customers to safely and efficiently locate the Love's development. Such safety and efficiency of traffic is a priority to the City and Love's. Love's hereby agrees to make application to the BZA during the pendency of zoning and annexation proceedings for variances to approve the sign package. Love's will make application and pay all associated fees with application to the BZA for variances for the Love's Property as required by the City at the time of application and/or request. The City Administration has given preliminary review and consideration to the signage and will support and recommend staff approval of the variances for signage, which sign package is generally shown and depicted on plans and detail drawings attached hereto as Exhibit C. City and Love's acknowledge that the approval of signage as currently shown will require additional City Board of Zoning Appeals approvals subject to the acknowledgments and understandings set forth in Section 4(f) herein and Love's reserves the right to end all zoning, BZA or annexation proceedings if, in its sole discretion, adequate signage is not ultimately approved. Any approvals by the BZA for variances of any kind are effective only upon City Council approval of the CH zoning as specified herein above.
3. 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) Love's Warranty Regarding Power and Authority. Love's warrants and represents that it is duly registered to conduct business in the state of Ohio and has the legal authority to enter into this Agreement. Each person executing this Agreement on Love's behalf represents and warrants that he/she 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 or if needed, such additional approvals have been obtained and can be provided upon request of City.
- (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 subject to the acknowledgments and understandings set forth in Section 4(f) herein for future zoning and future legislative development decisions. 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 of the City.

Subject to the acknowledgments and understandings set forth in Section 4(f) herein, nothing in this Agreement shall be construed as unlawfully superseding the statutory duties, plenary powers, discretion, and authority of the autonomous entities of the City with regard to annexation, zoning, variances, or any development approval, incentive, or other condition by execution of this Agreement, nor shall any terms to cooperate or facilitate in the processing of filings be construed as a contract or promise that binds City Council to the final action and decision to zone the Property.

- (c) Reedy's Warranty Regarding Power and Authority. Mary Reedy hereby warrants that she 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 additional person(s).
  - (d) 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.
4. 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 subject to the acknowledgments and understandings set forth in Section 4(f) herein.
  - (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, the Parties agree to negotiate and give consideration in good faith to reconcile the remaining terms to effectuate mutual agreement. A reconciliation of mutual terms shall be memorialized by the parties to reaffirm applicable remaining terms or new terms, as may apply. If, after such good faith considerations Love's determines that the Agreement cannot be so reformed the entire Agreement may be cancelled.
- (d) Further Proceedings. The Parties understand that the annexation of the Property to the City is subject to approval by the Fairfield County Commissioners. Love's agrees to submit its regular 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 any entity having standing, 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. If for any reason, at the determination of Love's, the proposed development, zoning, annexation, variance, traffic or other approvals are not finalized to the satisfaction of Love's, in Love's sole and exclusive discretion, then City agrees: (i) Love's may at any time withdraw its annexation, zoning or other applications and no further action shall be taken; or (2) if annexation has already been accepted, Love's may detach all or part of the Property from the City. This agreement shall be deemed a contract for such detachment with no other showing of proof required by Love's to execute. Further, this Agreement does, in the event such condition becomes applicable, authorize and direct the City to process detachment by City pursuant to Ohio Revised Code Title 7, specifically Chapter 709, and City shall take all steps to timely and affirmatively facilitate such detachment without any negative repercussions or reparations, whatsoever. Furthermore, in the event Love's elects not to acquire the Love's Property, in its sole and absolute discretion, then, upon notice to the City, Love's shall have no further obligations under this Agreement or with respect to the Property or Love's Property, and the City acknowledges that any development or other obligations of Love's are expressly contingent upon Love's acquisition of the Love's Property.
- (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, Love's 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 Love's.

- (f) Acknowledgements. It is understood and mutually agreed by the parties to this Agreement that all of the Property will be accepted for annexation by City, but that any and all other development approvals referenced in this Agreement apply only to Love's planned development of the Love's Property (Parcel Number 0180026110). Future development of the Reedy Property (Parcel Number 0180026160) beyond mere annexation into the City, is not provided for in this Agreement. Any provision for the extension of municipal service infrastructure and/or future development requirements of the Reedy Property will be the sole responsibility and cost of the parcel owner and/or developer of the Reedy Parcel.

The parties enter into this Agreement with the full understanding, recognition and acknowledgment that the City is comprised of several autonomous entities being the City Administration, Planning Commission, Board of Zoning Appeals, various committees, and City Council. The parties hereby acknowledge and agree that the, zoning and variance approvals required for the Love's Development are subject to the statutory duties, plenary powers, discretion, and authority of these autonomous City entities. The parties mutually agree that this Agreement pertains only to the promise and guarantee of annexation for the Property and the promise of City to provide municipal services to the Property. This Agreement cannot lawfully supersede the statutory duties, plenary powers, discretion, and authority of these autonomous entities of the City with regard to zoning, variances, or any development approval, incentive, or other condition by execution of this Agreement. The parties further acknowledge and agree that any exercise of the plenary powers of these City entities does not violate or breach any terms and/or conditions of this Agreement and entitles no party to this Agreement to performance or relief other than termination of this Agreement.

- (g) Remedies. In the event of a breach or default in performance of this Agreement, the parties shall have all remedies in law or in equity including specific performance. The parties acknowledge and agree that the exercise of the autonomous plenary powers of the City, excluding the agreement to accept annexation of the Property and provide municipal services as promised by City herein, shall not be deemed a breach or default in performance of this Agreement. Love's shall be permitted to withdraw its zoning, variance or annexation applications at any time or provide written request to withdrawal the ordinance to accept the annexation of the Property pursuant to Section 1(c) above, in its sole and absolute discretion, and such action shall not constitute a breach of this Agreement, but such action will terminate any and all obligations of the parties to this Agreement.

- (h) No Third-Party Beneficiary. No third-party beneficiary rights are created in favor of any person not party to this Agreement. It is expressly understood and agreed

that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give rise to or allow any claim or right of action under this Agreement by any other person or party.

- (i) Police Power. Love's and Reedy acknowledge that upon annexation the Property shall be subject to the same ordinances, rules, regulations, and policies as applicable to all other property presently situated within the boundaries of the City. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or release of the City's legislative, governmental, or police powers to promote and protect the health, safety, morals, or general welfare of the City or its residents. This Agreement shall not prohibit the enactment by the City of any fee, ordinance, resolution, rule, regulation or policy which is of uniform and general application.
- (j) Boundary Conformance. The parties acknowledge and agree that upon successful annexation of the Property into the City, the City will seek conformance of the boundaries of the annexed Property to facilitate the provision of police, fire/EMS and other municipal services to the same extent as those services are provided elsewhere in the City pursuant to the City's general and uniformly applied laws, ordinances, rules, regulations and policies.
- (k) Waiver. The waiver of any breach of a term of this Agreement, including the failure to insist on strict compliance or to enforce any right or remedy, shall not be construed or deemed as a waiver of any subsequent breach of such term; any right to insist on strict compliance with any term; or any right to enforce any right or remedy with respect to that breach or any other prior, contemporaneous, or subsequent breach.
- (l) Jurisdiction and Venue. The parties agree that jurisdiction and venue for any action to enforce or interpret the terms of this Agreement shall be exclusively in Fairfield County, Ohio.
- (m) Applicable Law. The laws of the State of Ohio shall govern the interpretation and enforcement of this Agreement.
- (n) Effective Date. This Agreement shall be effective as of the date last signed by the parties herein.

IN WITNESS WHEREOF, the parties have executed this Agreement with the intention that it shall be effective as of the date last signed by the parties herein.

**LOVE'S:**

By: \_\_\_\_\_, an \_\_\_\_\_ limited liability company

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

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

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

**REEDY:**

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

Printed Name: Mary E. Reedy

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

**CITY:**

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

Printed Name: David L. Scheffler

Title: Mayor

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

The Action herein taken has been authorized by Lancaster City Council, Resolution Number: \_\_\_\_\_, passed \_\_\_\_\_ date \_\_\_\_\_.

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Law Director & City Prosecutor's Office

## EXHIBITS

- A The Property (annexation plat)
- B Love's Site Plan
- C Love's Signage Package





## LOVE'S SIGN PACKAGE - LANCASTER, OH

		SIGN SQ. FT.
<b>HI-RISE SIGN:</b>	<b>75' OAH</b>	
	8' X 10' Heart - LED	80.00
	9' x 22' Love's	198.00
	15' x 16' 6½" Arby's (B-18)	248.13
	11' x 41' 6" Price Sign - 89" Numeral	456.50
	<b>TOTAL HI-RISE SQUARE FEET:</b>	<b>982.63</b>
<b>STREET SIGN:</b>	<b>25' OAH</b>	
	13' 10" x 10' Loves / Price Sign / Arby's	138.33
	<b>TOTAL STREET SIGN SQUARE FEET:</b>	<b>138.33</b>
<b>BUILDING SIGNS:</b>		
	<b>FRONT ELEVATION:</b>	
	71½" x 90" Heart & 63" Love's Letters	153.92
	4' x 5' Echo Heart	20.00
	66" x 72 ¾" Arby's logo	33.34
	Love's ACM Panels	156.97
	Arby's Banding	91.69
	<b>TOTAL FRONT ELEVATION SQUARE FEET:</b>	<b>455.92</b>
	<b>LEFT ELEVATION:</b>	
	2' 7-5/8" x 9' 10¾" Arby's Letters	35.67
	Arby's Banding	154.65
	<b>TOTAL LEFT ELEVATION SQUARE FEET:</b>	<b>190.32</b>
	<b>RIGHT ELEVATION:</b>	
	Love's ACM Panels	212.19
	<b>TOTAL RIGHT ELEVATION SQUARE FEET:</b>	<b>212.19</b>
	<b>REAR ELEVATION:</b>	
	Love's ACM Panels	278.62
	Arby's Banding	86.83
	<b>TOTAL REAR ELEVATION SQUARE FEET:</b>	<b>365.45</b>
	<b>TOTAL BUILDING SIGN SQUARE FEET:</b>	<b>1223.88</b>
<b>FUEL CANOPIES:</b>		
	<b>GAS CANOPY LOGOS:</b>	
	2' 3½" x 10' 2½" North Elevation	23.39
	2' 3½" x 10' 2½" East Elevation	23.39
	2' 3½" x 10' 2½" South Elevation	23.39
	2' 3½" x 10' 2½" West Elevation	23.39
	<b>DIESEL CANOPY LOGOS:</b>	
	2' 3½" x 10' 2½" North Elevation	23.39
	2' 3½" x 10' 2½" East Elevation	23.39
	2' 3½" x 10' 2½" South Elevation	23.39
	2' 3½" x 10' 2½" West Elevation	23.39
	<b>TOTAL FUEL CANOPY LOGO SQUARE FEET:</b>	<b>187.12</b>
<b>DIRECTIONAL SIGNS:</b>		
	4' x 8' Love's Directional	32.00
	4' x 8' Love's Directional	32.00
	4' x 8' Love's Directional	32.00
	4' x 8' Love's Directional	32.00
	1' 3" x 3' 1" Arby's Directional	3.90
	1' 3" x 3' 1" Arby's Directional	3.90
	<b>TOTAL DIRECTIONAL SQUARE FEET:</b>	<b>135.80</b>
<b>CAT SCALE SIGNS:</b>		
	5' 4½" x 20' Cat Scale Sign	107.50
	2' x 3' Cat Scale Sign	6.00
	<b>TOTAL CAT SCALE SQUARE FEET:</b>	<b>113.50</b>
	<b>TOTAL SQUARE FOOTAGE:</b>	<b>2781.26</b>



DATE:		DATE:	BY:		DATE:	BY:
**8/11/2020	REV. #1	*8/13/20	JLW	REV. #5:		
	REV. #2	*8/25/20	JLW	REV. #6:		
DRAWN BY:	REV. #3			REV. #7:		
JLW	REV. #4			REV. #8:		

# LOVE'S HI-RISE SIGN ~ LANCASTER, OH

OVERALL HEIGHT: 75'

TOTAL SQ. FT.: 982.63

8' X 10' LED HEART = 80 SQ. FT.

9' X 22' LOVE'S = 198 SQ. FT.

11' X 41' 6" PRICE SIGN = 456.5 SQ. FT.

- 89" NUMERALS

15' X 16' 6 1/2" ARBY'S B-18 = 248.13 SQ. FT.

42' FROM BOTTOM OF PRICE SIGN TO GRADE

LOVE'S & DIESEL INSTALLED TOWARDS INTERSTATE / HIGHWAY



SIDE B  
\* NOT TO SCALE



\*\* NOTE: PRODUCT PANEL COPY AND NUMERAL DETAILS TO BE CONFIRMED BY OTHERS.

LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:
LANCASTER, OH	8/11/20	EI11810-1501	0	3/32" = 1'	JLW

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PHONE: 605.753.9700

# LOVE'S STREET SIGN ~ LANCASTER, OH

OVERALL HEIGHT: 25'

TOTAL SQ. FT.: 138.33

13' 10" X 10' LOVE'S / PRICE SIGN / ARBY'S

- 24" NUMERALS ON PRICE SIGN

11' 2" FROM BOTTOM OF ARBY'S TO GRADE

UNLEADED INSTALLED TOWARDS ROAD



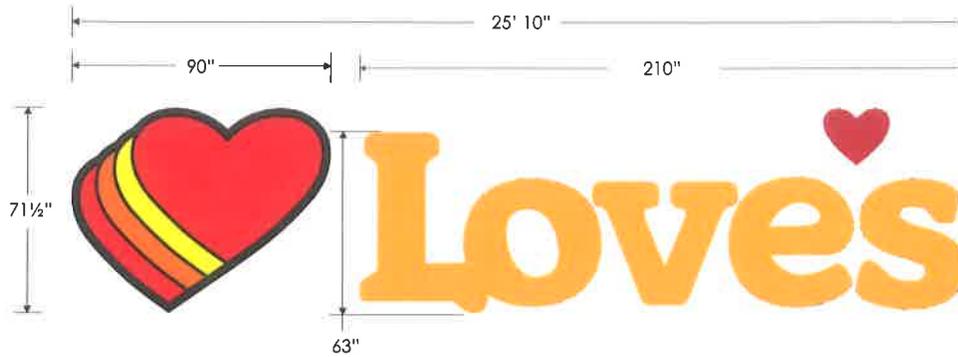
SIDE B  
\* SCALE: 1/8" = 1'



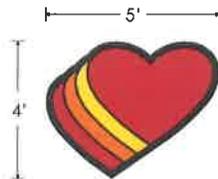
\*\* NOTE: PRODUCT PANEL COPY AND NUMERAL DETAILS TO BE CONFIRMED BY OTHERS.

LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:	 PHONE: 605.753.9700
LANCASTER, OH	8/11/20	EI11810-1502	0	1/4" = 1'	JLW	

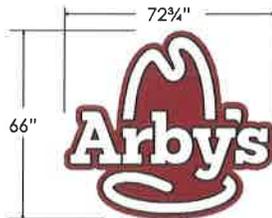
# LOVE'S BUILDING SIGNS ~ LANCASTER, OH



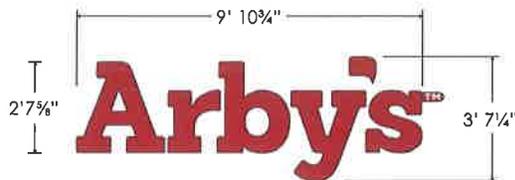
Qty (1) Front elevation  
above Main Entrance  
LED Illuminated  
(153.92 Sq. ft./sign)



Qty (1) Front elevation  
LED Illuminated  
(20 Sq. ft./sign)



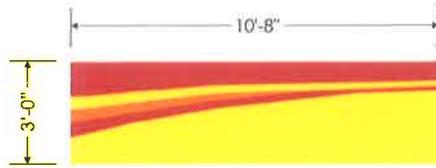
Qty (1) Front elevation  
LED Illuminated  
(33.34 Sq. ft./sign)



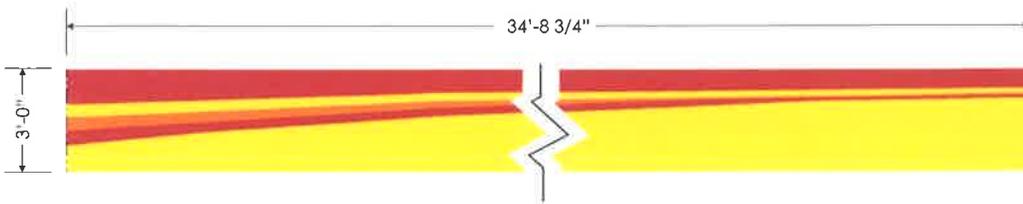
Qty (1) Left elevation  
LED Illuminated  
(35.67 Sq. ft./sign)

LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:	 PHONE: 605.753.9700
LANCASTER, OH	8/11/20	EI11810-1503	1 (8/13/20) JLW	3/16" = 1'	JLW	

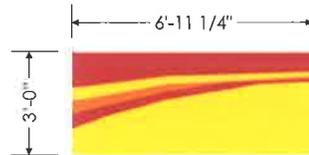
# LOVE'S BUILDING SIGNS ~ LANCASTER, OH



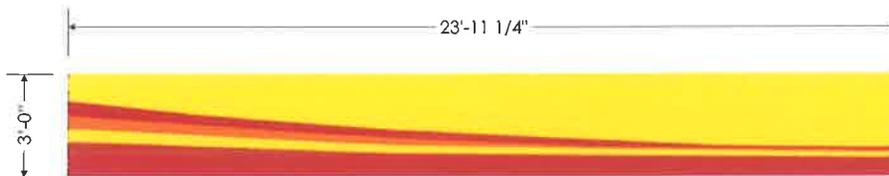
Qty (1) Front elevation  
ACM Panel  
(32.00 Sq. ft./logo)



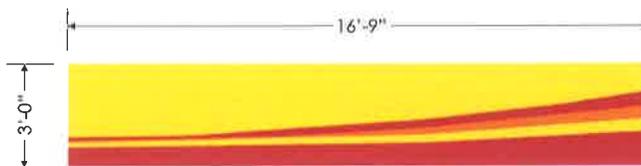
Qty (1) Front elevation  
ACM Panel  
(104.16 Sq. ft./logo)



Qty (1) Front elevation  
ACM Panel  
(20.81 Sq. ft./logo)



Qty (1) Right elevation  
ACM Panel  
(71.81 Sq. ft./logo)

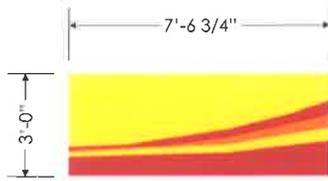


Qty (1) Right elevation  
ACM Panel  
(50.25 Sq. ft./logo)

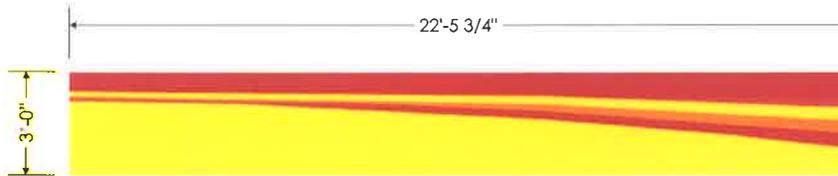
LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:
LANCASTER, OH	8/25/20	E111810-1503A	JLW	3/16" = 1'	JLW

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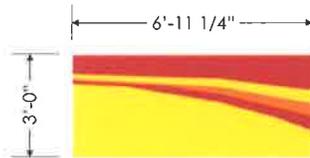
# LOVE'S BUILDING SIGNS ~ LANCASTER, OH



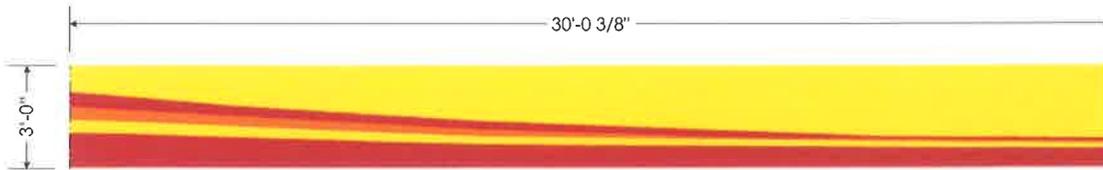
Qty (1) Right elevation  
ACM Panel  
(22.69 Sq. ft./logo)



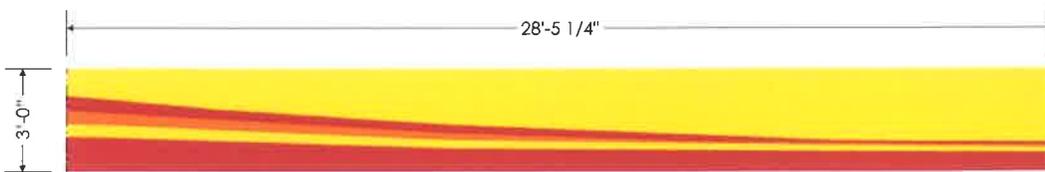
Qty (1) Right elevation  
ACM Panel  
(67.44 Sq. ft./logo)



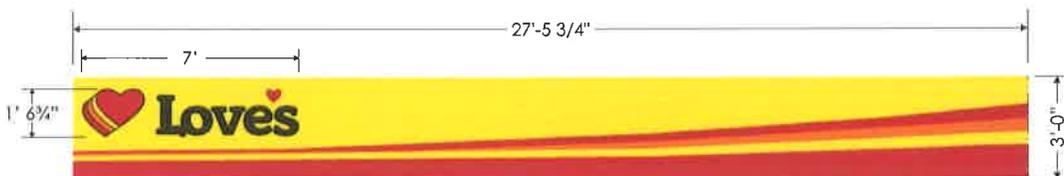
Qty (1) Rear elevation  
ACM Panel  
(20.81 Sq. ft./logo)



Qty (1) Rear elevation  
ACM Panel  
(90.09 Sq. ft./logo)



Qty (1) Rear elevation  
ACM Panel  
(85.28 Sq. ft./logo)

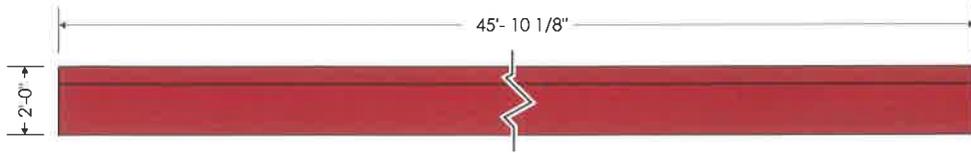


Qty (1) Rear elevation  
ACM Panel  
(82.44Sq. ft./logo)

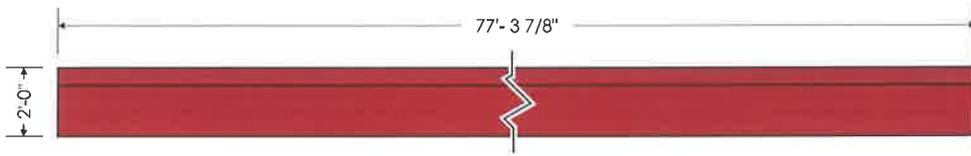
LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:
LANCASTER, OH	8/25/20	E111810-1503B	JLW	3/16" = 1'	JLW

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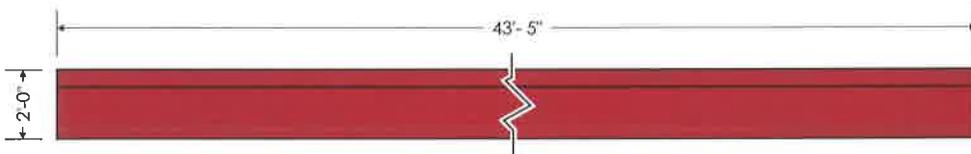
# LOVE'S BUILDING SIGNS ~ LANCASTER, OH



Qty (1) Front elevation  
Arby's Banding  
(91.69 Sq. ft./logo)



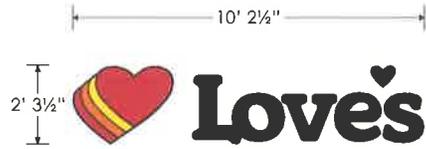
Qty (1) Left elevation  
Arby's Banding  
(154.65 Sq. ft./logo)



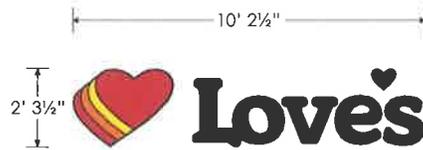
Qty (1) Rear elevation  
Arby's Banding  
(86.83 Sq. ft./logo)

LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:
LANCASTER, OH	8/25/20	E111810-1503C	JLW	3/16" = 1'	JLW

# LOVE'S FUEL CANOPY LOGOS ~ LANCASTER, OH



Qty (4) Gas Canopy Logos  
(23.39 Sq. ft./sign)



Qty (4) Diesel Canopy Logos  
(23.39 Sq. ft./sign)

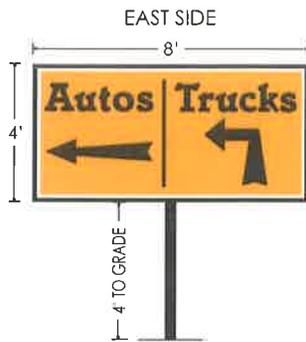
## Gas / Diesel Canopy Illustration



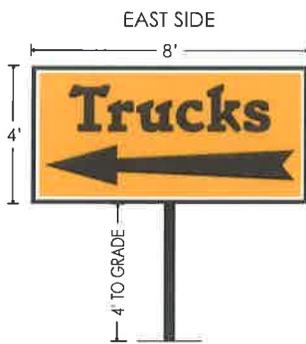
LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:
LANCASTER, OH	8/11/20	EI11810-1504	0	3/16" = 1'	JLW

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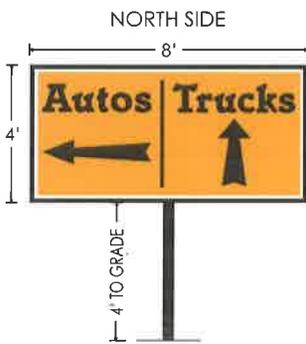
# LOVE'S DIRECTIONAL SIGNS ~ LANCASTER, OH



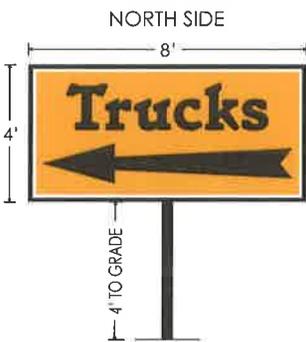
Love's Directional Sign #1  
at North Auto Entrance  
(copy may vary)  
LED Illuminated  
(32 Sq. ft./sign)



Love's Directional Sign #2  
at NorthWest Corner  
(copy may vary)  
LED Illuminated  
(32 Sq. ft./sign)



Love's Directional Sign #3  
at West Auto Entrance  
(copy may vary)  
LED Illuminated  
(32 Sq. ft./sign)

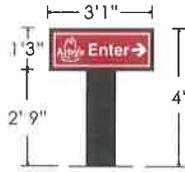


Love's Directional Sign #4  
at Truck Entrance  
(copy may vary)  
LED Illuminated  
(32 Sq. ft./sign)

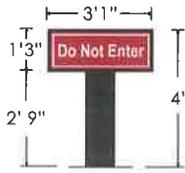
LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:
LANCASTER, OH	8/11/20	EI11810-1505	1 (8/13/20)	3/16" = 1'	JLW
			JLW		

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# LOVE'S DIRECTIONAL SIGNS ~ LANCASTER, OH



Directional Sign #5  
at Drive-Thru Entrance  
(copy may vary)  
LED Illuminated  
(3.9 sq. ft./sign)



Directional Sign #6  
at Drive-Thru Exit  
(copy may vary)  
LED Illuminated  
(3.9 sq. ft./sign)

LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:
LANCASTER, OH	8/11/20	E111810-1505A	1 (8/13/20)	3/16" = 1'	JLW
			JLW		

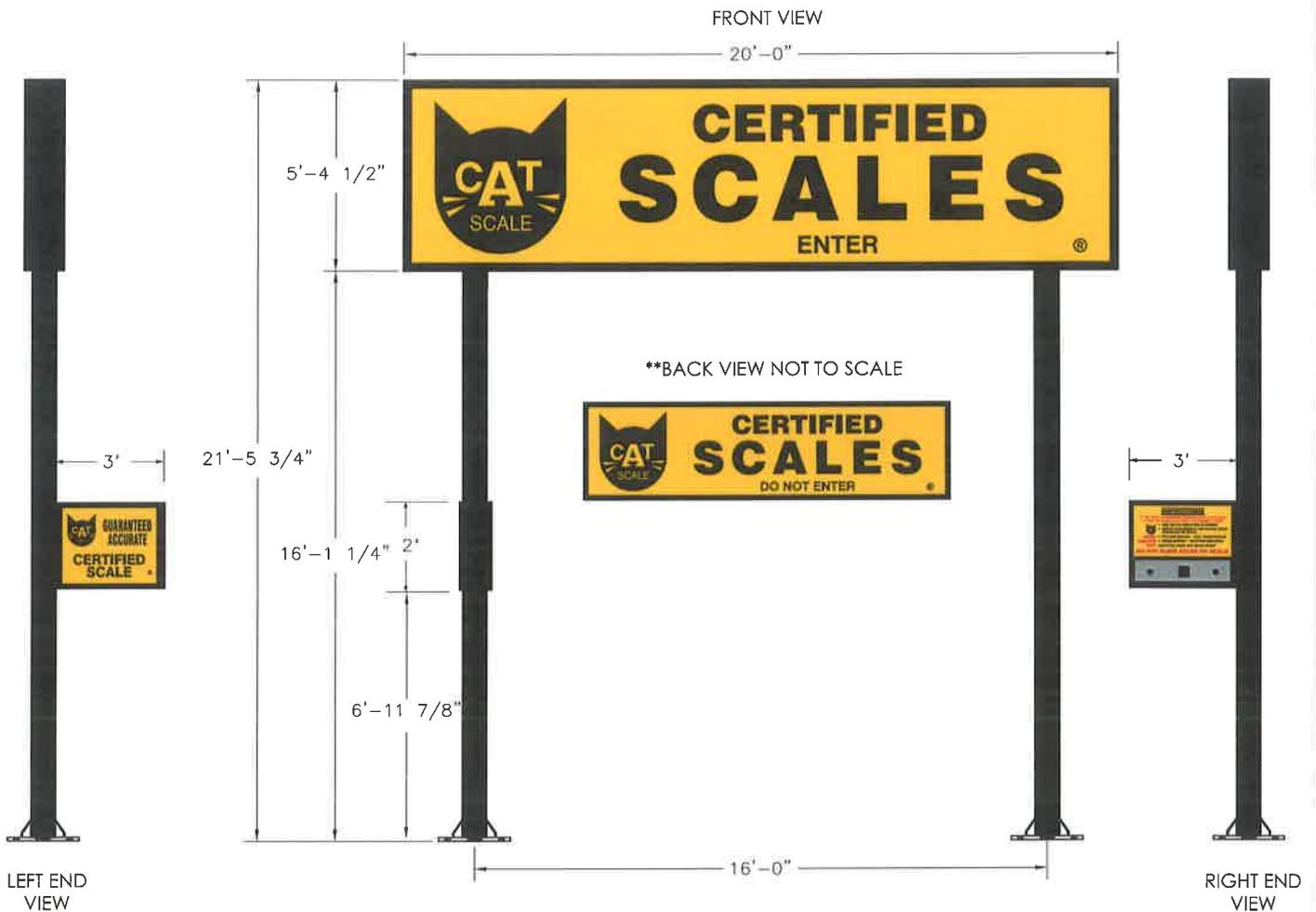
# CAT SCALE SIGNS ~ LANCASTER, OH

OVERALL HEIGHT: 21' 5 3/4"      TOTAL SQ. FT.: 113.50

5' 4 1/2" X 20' CAT SCALE SIGN = 107.5 SQ. FT.

2' X 3' SPEAKER POST SIGN = 6 SQ. FT.

16' 1 1/4" FROM GRADE TO BOTTOM OF CAT SCALE



LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:
LANCASTER, OH	8/11/20	EI11810-1506	0	1/4" = 1'	JLW

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