

TEMPORARY ORDINANCE NO. 2-22

PERMANENT ORDINANCE NO. 3-22

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS AND PAY ANY FEES NECESSARY TO ACCEPT CANAL LAND FROM THE STATE OF OHIO

WHEREAS, the State of Ohio retains title to all parcels that were previously utilized for the Hocking Canal; and

WHEREAS, the State of Ohio no longer requires approximately .197 acres of former canal land within the City of Lancaster, and is willing to transfer this property to the City upon the execution of an Agreement to Transfer Canal Land, attached hereto as Exhibit A, and described in the legal description attached as Exhibit B and depicted in the plat attached as Exhibit C; and

WHEREAS, the City currently has utility infrastructure and right of way that run under, over and through this property and therefore desires to control it in perpetuity;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lancaster, Fairfield County, Ohio:

SECTION 1. That the Mayor is hereby authorized to enter into an agreement substantially similar to Exhibit A for the transfer of the real property described in Exhibit B and depicted in Exhibit C, from the State of Ohio to the City of Lancaster.

SECTION 2. That the Mayor is also authorized to execute any additional documents and pay any fees necessary to facilitate the transfer of this property from the State of Ohio to the City of Lancaster which City Council hereby accepts.

SECTION 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: 1/24/22 after 2nd reading. Vote: Yeas 9 Nays 0

Date Approved: 1/24/22

Clerk: Teresa Lee Sandy

Offered by: Kat M. Cut

Second by: Mary R. Turner

Requested by Law Committee

David C. Weir
President of Council
David H. Scheffel
Mayor

I, Teresa Lee Sandy, Clerk of Council do hereby certify that on _____, 2022 the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council



Canal Land Transfer Agreement IO-8203
City of Lancaster
County: Fairfield

AGREEMENT TO TRANSFER CANAL LAND

This AGREEMENT TO TRANSFER CANAL LAND (“Agreement”) made and entered into pursuant to R.C. 1501.01, 1520.02, and 1546.02, by and between the State of Ohio, Department of Natural Resources, hereinafter “the Grantor,” whose mailing address is 2045 Morse Road, Building E-2, Columbus, Ohio 43229, and the City of Lancaster, hereinafter “the Grantee,” whose mailing address is 104 East Main Street, Lancaster, Ohio 43130.

WITNESSETH, THAT IN CONSIDERATION of the mutual promises of the parties herein contained, the Grantor agrees to transfer and convey the below described canal land that is part of the Hocking Canal and Grantee agrees to accept the transfer, upon and under the provisions, terms, and conditions herein expressed, the following described canal land:

Being a remnant of the abandoned Hocking Canal situated in the State of Ohio, County of Fairfield, City of Lancaster, and being approximately 0.197 acres of canal land south of Columbus Street as depicted in Exhibit A, attached and made a part hereof.

Further reference is made to Hocking Canal Plat No. 7, being a plat of the Bruce Doughtons Survey on file in the Office of Real Estate and Land Management, Ohio Department of Natural Resources in Columbus, Ohio.

Subject to any and all outstanding easements, rights, permits, right of ways, leases, and license agreements, including for the purposes of, but not limited to, the installation and maintenance of gas lines, water lines, sewers, telephone, telegraph and power transmission lines, which may have been granted by the Grantor, State of Ohio whether or not the same may be of record.

The Grantee shall, at Grantee’s expense, prepare a survey and legal description of the canal land to be transferred. This survey and legal description shall meet all requirements for the transferring and recording of property in Fairfield County, including being pre-approved by the appropriate county offices, and shall be subject to the approval of the Grantor.

Upon receipt of the survey according to the terms of this Agreement, the Grantor agrees to convey said canal land to the Grantee by a properly executed Governor's Deed of Quit Claim. Said deed shall be delivered or mailed by the Grantor to the Grantee at the time of consummation and closing of this Agreement.

The Grantee shall transfer and record the Governor's Deed of Quit Claim with the County Auditor and the County Recorder, respectively, as soon as practicable, but no later than thirty (30) days after the date of receipt of the Governor's Deed of Quit Claim. The Grantee shall be liable for the payment of all taxes, transfer fees, and the like, as a result of this transfer, and shall save and hold the Grantor harmless for the same. Following transfer and recordation with the County Auditor and County Recorder, respectively, the Grantee shall send a recorded copy of the Governor's Deed of Quit Claim to the Ohio Department of Natural Resources, Office of Real Estate, Building E-2, 2045 Morse Road, Columbus, OH 43229.

The Grantee, by signature on this Agreement, certifies that Grantee: (1) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

The Grantee affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

Obligations of the Grantor are subject to the provisions of Section 126.07 of the Ohio Revised Code.

This Agreement must be signed by the Grantee and returned to Grantor on or before February 15, 2022 (hereinafter, “the Due Date”). If this Agreement is not returned by the Due Date, then this Agreement shall be null and void and the current transfer process shall be suspended and invalidated. Any further action on the transfer of the canal land by the State of Ohio shall require a new request and the transfer process will commence anew.

This Agreement states the entire agreement between the parties and supersedes and replaces all oral and written representations, bids, agreements, memoranda and correspondence between, by or for the parties relating to the canal land and shall be construed in accordance with and governed by the laws of Ohio. No amendment or modification of this Agreement shall be binding unless made by written instrument of equal formality signed by both Grantor and Grantee. Waiver by either party of performance by the other party of any of the provisions of this Agreement shall not be construed as a waiver of any further right to insist upon full performance of the terms hereof.

This Agreement shall not be assignable by the Grantee without prior written consent of the Grantor.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 202__.

GRANTEE: CITY OF LANCASTER

David L. Scheffler, Mayor

STATE OF OHIO
COUNTY OF FAIRFIELD

Before me, a notary public in and for said County and State, personally appeared the above-named David L. Scheffler, Mayor, representing the City of Lancaster, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony whereof, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 202__.

Notary

My Commission Expires: _____

GRANTOR
STATE OF OHIO

John Kessler, P.E., Chief
Office of Real Estate & Land Management
Designee for MARY MERTZ, Director
Ohio Department of Natural Resources
Date: _____

STATE OF OHIO
COUNTY OF FRANKLIN

Before me, a notary public in and for said County and State, personally appeared John Kessler, P.E., Chief of the Office of Real Estate & Land Management, designee for Mary Mertz, Director, Ohio Department of Natural Resources, who acknowledges that he did sign the foregoing instrument, and that the same is his free act and deed.

In Testimony whereof, I have hereunto set my hand and official seal at _____,
Ohio, this ____ day of _____, 202__.

Notary

My Commission Expires: _____

APPROVED AS TO FORM:
DAVE YOST
OHIO ATTORNEY GENERAL

Assistant Attorney General

DATE



TOBIN-McFARLAND SURVEYING, INC.

Professional Land Surveyors

111 West Wheeling Street
Lancaster, Ohio 43130
Phone (740) 687-1710
Fax. (740) 687-0877

Description of 0.197 Acres

Situated in the State of Ohio, Fairfield County, City of Lancaster, Township 14, Range 19, southeast quarter of Section 1.

Being part of the abandoned Hocking Canal and being more fully described as follows:

Beginning at a canal monument found on the northeasterly line of the abandoned Hocking Canal, said monument being South 47 degrees 26'28" West a distance of 2.50 feet from a 5/8 inch rebar set at the southwesterly corner of Lot 209 (Old Lot 12) in Carpenter's Addition as recorded in Plat Book 1, Page 2, said monument also being North 47 degrees 26'28" East a distance of 60.20 feet from station 472+87.3 on the transit line of Bruce Daughton's Survey as shown on sheet 7 of said survey;

Thence with the line of the canal South 38 degrees 15'01" East, passing a 5/8 inch rebar set at 116.64 feet, a distance of 319.00 feet to a 5/8 inch rebar set at the northeast corner of a 0.220 acre tract recorded in Official Record 1775, Page 4297;

Thence North 89 degrees 18'24" West a distance of 49.75 feet to a 5/8 inch rebar set at the northwest corner of said 0.220 acres;

Thence with the easterly right of way line of Front Street North 33 degrees 37'26" West a distance of 299.65 feet to a mag spike set at the southwesterly corner of marginal Lot 15 as shown on the Plat of Marginal Tracts recorded in Plat Book 5, Page 9;

Thence North 47 degrees 26'28" East a distance of 15.47 feet to a mag spike set at the southeasterly corner of Lot 15 and the southwesterly corner of Lot 210;

Thence South 33 degrees 59'24" East a distance of 12.14 feet to the point of beginning, **Containing 0.197 Acres.**

Bearings are based on a previous survey filed in Survey Book 91, Page 19499 and are used to determine angles only.

Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland".

For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in June of 2021 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

2021/City Canal/City 0.197 acres



Rodney McFarland 6/22/21
Rodney McFarland, P.S.6416 Date
June 22, 2021 originals are signed in blue ink

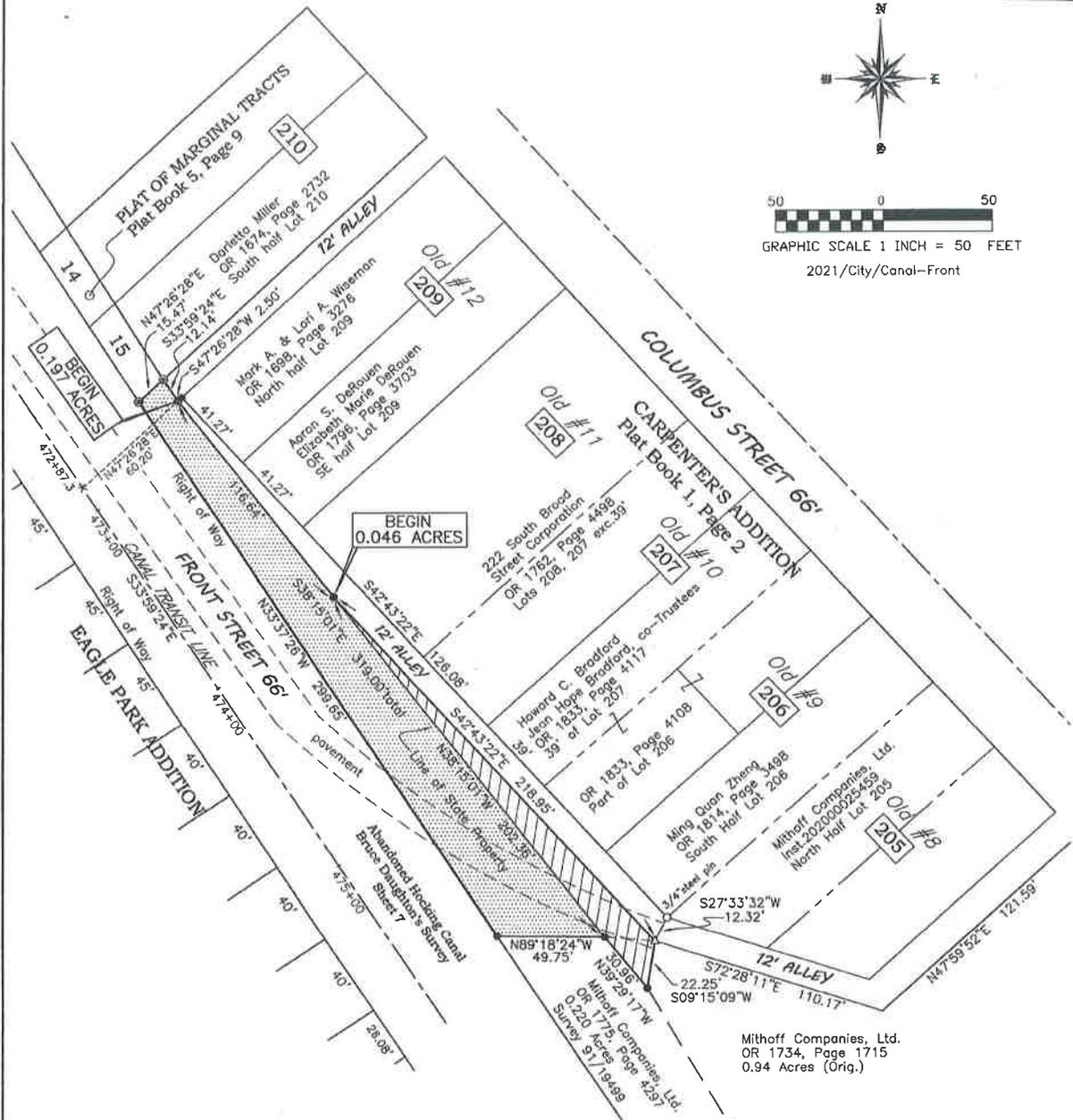
APPROVED BY THE CITY OF LANCASTER
PLANNING COMMISSION AS REQUIRED.
Walter Tuley
CITY ENGINEER
12-21-21
DATE

LEGAL DESCRIPTION AND PLAT
MEETS MINIMUM STANDARDS FOR
BOUNDARY SURVEYS FAIRFIELD
COUNTY ENGINEER

BY *[Signature]* DATE 6/01/21

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS.
BY *[Signature]* DATE 6/01/21
96/20323

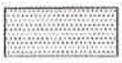
PLAT OF SURVEY



Resources used that are pertinent to this survey are shown on this plat.

Bearings are based on a previous survey filed in Survey Book 91, Page 19499.

Flood Zone X, Panel 39045C 0253H

-  0.197 Acres State of Ohio Hocking Canal Marginal Tract
-  0.046 Acres Un-titled Remnant

- LEGEND**
- 5/8"X 30" rebar set with a "Tobin-McFarland" ID cap.
 - Iron pipe (or other) found, as labelled
 - △ Railroad spike found
 - ⊙ Mag Spike Set
 - ⊕ Canal Monument found

For: City of Lancaster
Date of Drawing: June 22, 2021

**STATE OF OHIO
FAIRFIELD COUNTY
CITY OF LANCASTER
TOWNSHIP 14, RANGE 19
SECTION 1, SE QUARTER**



BY: *Rodney McFarland*
Registered Surveyor No. 6416 Date
TOBIN-McFARLAND SURVEYING INC.
111 West Wheeling Street
Lancaster, Ohio 43130
Ph. 740-687-1710 Fax 740-687-0877