

TEMPORARY RESOLUTION NO. 63-24

PERMANENT RESOLUTION NO. 68-24

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PRE-ANNEXATION AGREEMENT WITH DOUBLE BOGEY HOLDINGS LLC FOR PARCEL NUMBER 0270035940, CONSISTING OF 5.664 +/- ACRES IN PLEASANT TOWNSHIP, AND TO DECLARE AN EMERGENCY

WHEREAS, Double Bogey Holdings LLC's ("Petitioner") property consisting of 5.664 +/- acres in Pleasant Township, Fairfield County, Ohio, which area is generally described in the legal description and survey attached as Exhibit 1 is the subject of an annexation Petition to be filed imminently with the Fairfield County Board of County Commissioners ("BCC"); and

WHEREAS, a proposed Pre-Annexation Agreement has been negotiated between the City and the Petitioner and is attached hereto as Exhibit 2; 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, stormwater, sanitation, police, and fire/EMS services; now, therefore,

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 this City and which shall be approved by the Mayor. That the Mayor, for and in the name 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, 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 this City.

SECTION 2. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the further reason that this resolution must be enacted to meet the annexation timeline imposed by the Ohio Revised Code; wherefore, this resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

Passed: July 15, 2024 after 3rd reading. Vote: Yeas 10 Nays 0

Date Approved: July 15, 2024

Clerk: Kurt M. Cant

Offered by: Maayna Hoop

Second by: Michael Wing

Requested by Economic Development Committee

[Signature]
President of Council

[Signature]
Mayor



**Proposed 5.0± Acre Annexation
from Pleasant Township
to the City of Lancaster**

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Situated in the State of Ohio, County of Fairfield, Township of Pleasant, being part of Section 29, Township 15, Range 18, Congress Lands and containing 5.0± acres of land, more or less, being part of a 5.664 acre tract of land conveyed to Jeffrey L. Shull, Trustee of the Clara Louise Shull Revocable Trust and the Paul J. Shull Revocable Trust in Instrument No. 202300014399 as Tract 1, said 5.0± acres more particularly described as follows:

Beginning at the northeast corner of said Tract 1, an angle point of a 16.269 acre tract of land also conveyed to Jeffrey L. Shull, Trustee of the Clara Louise Shull Revocable Trust and the Paul J. Shull Revocable Trust in Instrument No. 202300014399 as Tract 2, and being on an angle point of a City of Lancaster Corporation Line (Resolution No. 2024-01.30.a, Ordinance No. 15-24, and recorded in Instrument No. 202400006164);

Thence S 02°06'53" W, with the common line of said Tract 1 and said Tract 2, and said westerly City of Lancaster Corporation Line, 170.9± feet to the northeast corner of a 0.120 acre tract of land conveyed to Jared C. and Caitlin M. Lister in Instrument No. 202300008234 as Tract #2, an angle point of said Tract 1, being on the west line of said Tract 2, and said westerly City of Lancaster Corporation Line;

Thence N 87°54'53" W, with a north line of said 0.120 acre tract, the north line of a 0.486 acre tract of land also conveyed to Jared C. and Caitlin M. Lister in Instrument No. 202300008234 as Tract #2, and a south line of said Tract 1 and leaving said City of Lancaster Corporation Line, 150.6± feet to the northwest corner of said 0.486 acre tract and an angle point of said Tract 1;

Thence S 02°01'55" W, with a west line of said 0.486 acre tract and an east line of said Tract 1, 118.8± feet to an angle point of said 0.486 acre tract and said Tract 1;

Thence S 46°47'49 E, with an east line of said 0.486 acre tract and a west line of said Tract 1, 124.0± feet to a southwest corner of said 0.120 acre tract and an angle point of said Tract 1;

Thence S 88°01'27" E, with the south line of said 0.120 acre tract, and a north line of said Tract 1, 57.0± feet to the southeast corner of said 0.120 acre tract, an angle point of said Tract 1 and said Tract 2, and an angle point of said City of Lancaster Corporation Line;

Thence continuing S 88°01'27" E, with the common line of said Tract 1 and said Tract 2 and said southerly City of Lancaster Corporation Line, 150.3± feet to an angle point of said Tract 1 and Tract 2, and an angle point of said City of Lancaster Corporation Line;

Thence S 01°45'40" W, with the common line of said Tract 1 and said Tract 2 and with said westerly City of Lancaster Corporation Line, 398.1± feet to a southeast corner of said Tract 1, a southwest corner of said Tract 2, being on the north line of a 0.18 acre tract of land conveyed to Mary L. Fox in Deed Book 397, Pg. 574 and Deed Book 552, Pg. 195 as Tract #3, and on an angle point of said City of Lancaster Corporation Line;

Thence N 64°25'22" W, with the north line of said 0.18 acre tract and the south line of said Tract 1, 191.1± feet to an angle point of said Tract 1, and the northwest corner of said 0.18 acre tract;

Thence S 03°37'14" E, with an easterly line of said Tract 1, a westerly line of said 0.18 acre tract, and the westerly line of a 0.22 acre tract of land also conveyed to Mary L. Fox in Deed Book 397, Pg. 574 and Deed Book 552, Pg. 195, as Tract #1, 129.6± feet to an angle point of said Tract 1, the southwest corner of said 0.22 acre tract, and being on the north line of a 0.734 acre tract of land conveyed to Cindy S. and Rodney Asbury in Instrument No. 202100022476;

Thence N 87°59'17" W, with a south line of said Tract 1 and the north line of said 0.734 acre tract, 20.1± feet to an angle point of said Tract 1, the northwest corner of said 0.734 acre tract, and being on the east line of a 0.577 acre tract of land conveyed to Ariana Hayes in Instrument No. 202100025179;

Thence N 01°32'21" W, with a west line of said Tract 1, and the east line of said 0.577 tract, 95.2± feet to an angle point of said Tract 1 and said 0.577 acre tract;

**Proposed 5.0± Acre Annexation
from Pleasant Township
to the City of Lancaster**

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3. With a curve to the right, a central angle of $2^{\circ}41'40''$, a radius of 1475.42 feet, an arc length of $69.4\pm$ feet, and a chord bearing and distance of $N 1^{\circ}49'45'' E$, $69.4\pm$ feet to a point on the proposed right-of-way, the common line of said Tract 1 and said Tract 2, and being on said southerly City of Lancaster Corporation Line;

Thence $S 87^{\circ}54'53'' E$, with the common line of said Tract 1 and said Tract 2 and with said southerly City of Lancaster Corporation Line, $323.9\pm$ feet to the **Point of Beginning**, containing $5.0\pm$ acres.

The above description was prepared by Advanced Civil Design Inc. on May 8, 2024 and is based on existing Fairfield County Auditor and Recorder records.

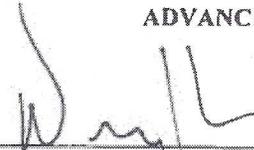
The total length of the annexation perimeter is $2,829\pm$ feet, of which $1043\pm$ feet are contiguous with existing City of Lancaster Corporation lines, being $37\pm\%$ contiguous.

All references used in this description can be found at the Fairfield Recorder's Office, Fairfield County, Ohio.

This is not to be used for the transfer of land and is for annexation purposes only.



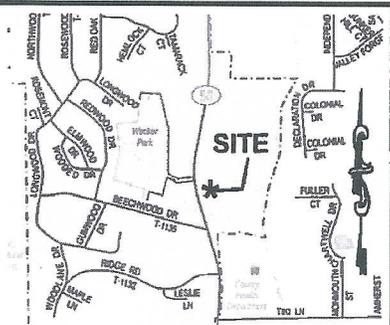
ADVANCED CIVIL DESIGN, INC.



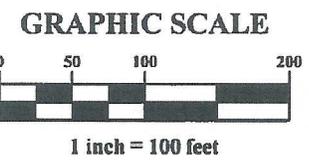
Douglas R. Hock, P.S. 7661 Date: 5/14/24

**5.0± ACRE
ANNEXATION FROM THE
TOWNSHIP OF PLEASANT
TO THE CITY OF LANCASTER**
Section 29, Township 15
Range 18, Congress Lands
Township of Pleasant
County of Fairfield, State of Ohio

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S03°37'14"E	129.6±
L2	N87°59'17"W	20.1±
L3	N01°32'21"W	95.2±
L4	N03°38'07"W	41.7±



Location Map - NTS



Paul J. Shull, Trustee of the Paul J. Shull Revocable Living Trust & Clara L. Shull, Trustee of the Clara L. Shull Revocable Living Trust
Tract One
D.V. 690, Pg. 933
21.280 Ac.
P.N. 0270035920

City of Lancaster
D.V. 438, Pg. 20
P.N. 0270805000 (0.57 Ac.)
11.45 Ac. (Total)

P.N. 0270077500

Sheridan Drive Subdivision No. 2
P.B. 7, Pg. 6
P.N. 0270077400

Lot 19

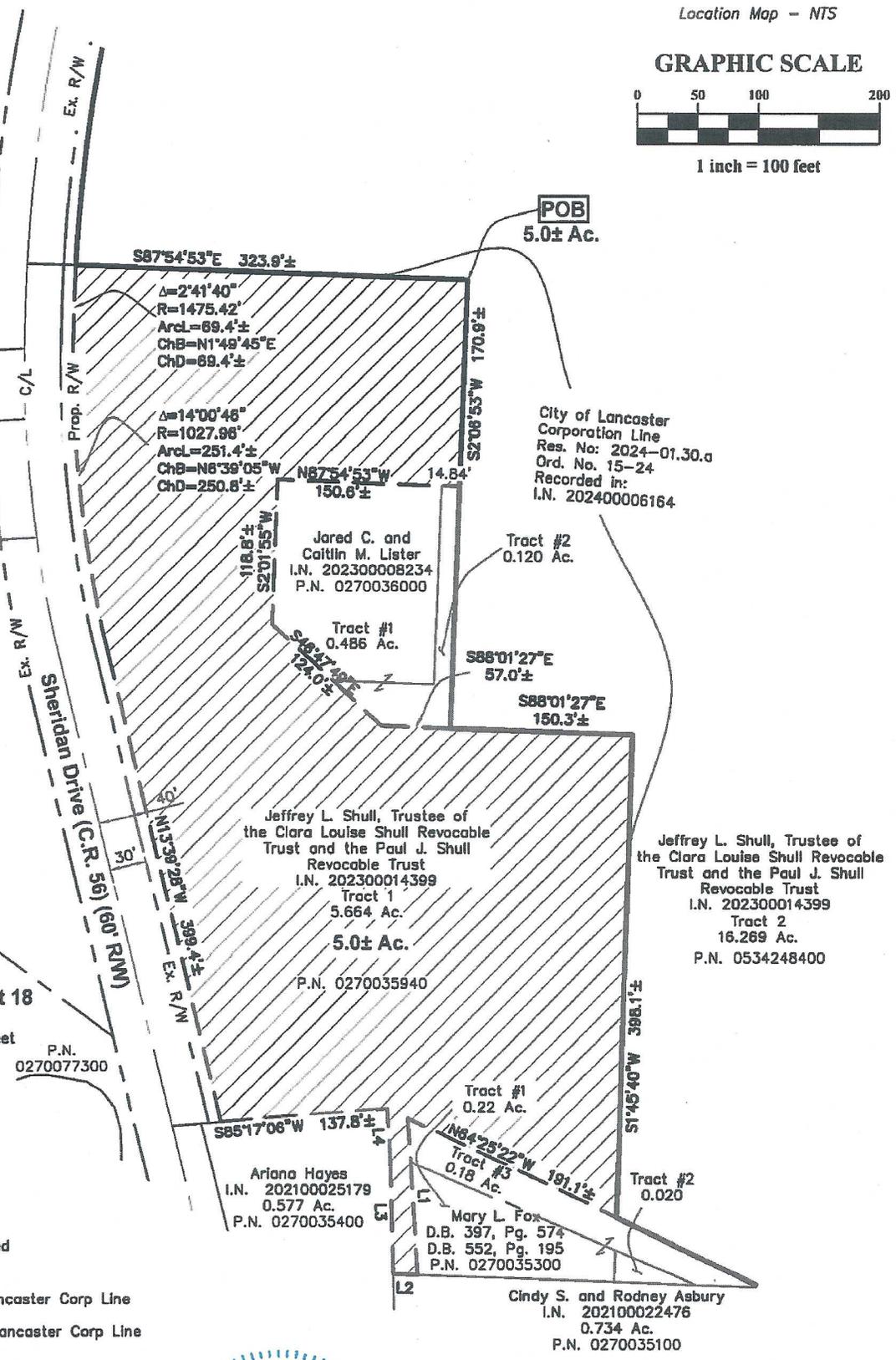
5.0± Ac. Tract

Length of Contiguity: 1043± feet
Total Length of Perimeter: 2,829± feet
Percentage of Contiguity: 37±%

This annexation will result in Parcel 0270036000 being a township island.

Legend

- Area to be Annexed
- Existing City of Lancaster Corp Line
- Proposed City of Lancaster Corp Line





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

This PRE-ANNEXATION AGREEMENT (the "Agreement") is made to become effective as of the ____ day of _____, 2024 by (the "Owner"), Double Bogey Holdings LLC, an Ohio limited liability company, ("Owner") and the City of Lancaster, Ohio, an Ohio municipal corporation, 104 E. Main Street, Lancaster, Ohio, 43130 ("City") in order to document their agreement with respect to a proposed annexation of the Property (as described below) to the City.

RECITALS

WHEREAS, the Owner is the Buyer under a Purchase and Sale Agreement to acquire approximately 51.45+/- acres of real property situated on the east side of Sheridan Drive in Pleasant Township, Fairfield County, Ohio, which area is more fully described in the ALTA survey attached hereto as **Exhibit A** (hereinafter referred to as the "Property"); and

WHEREAS, Owner desires to develop the Property and to obtain certain benefits in connection with the development of the Property; and

WHEREAS, such Property is contiguous to the City, and would benefit from municipal services provided by the City, including water, sanitary sewer, stormwater, natural gas, police, fire, and EMS services; and

WHEREAS, the City can provide such municipal services to the Property, if the Property is annexed to the City subject to the terms and conditions set forth herein; and

WHEREAS, Owner wishes to request an Expedited Type 2 Annexation of 5.0 +/- acres of the Property, which area is more fully described in the Annexation Plat attached hereto as **Exhibit B** and in the Legal Description attached hereto as **Exhibit C**, to the City and to develop the site generally in accordance with the preliminary sketch plan attached hereto as **Exhibit D** (hereinafter referred to as the "Preliminary Sketch Plan"); and

WHEREAS, the Property is currently situated within Pleasant Township; and

WHEREAS, City and Owner wish to address these issues and memorialize their agreement on terms as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual rights, obligations, benefits and undertakings the parties agree as follows:

1. Owner's Agreement to Petition for Annexation. Owner agrees to submit a Petition for Expedited Type 2 Annexation of 5.0+/- acres of the Property to the City on or before May 20, 2024 and to diligently pursue the annexation process in reliance upon the other mutual promises and terms set forth herein. In connection therewith, Owner shall prepare and submit the information, maps and other drawings as shall be required as part of such annexation process.

2. City to Cooperate with Owner. The City shall cooperate with and assist Owner in facilitating the annexation of the Property to the City as promptly as possible and agrees to accept the Owner's petition for annexation of the Property.
3. Easements. Owner appreciates that easements will be needed for the construction, installation and maintenance of municipal utilities which will service the Property. The specific location and width of such easements have not been fully determined or engineered/surveyed at the time of execution of this Agreement. However, upon the City's determination of the municipal utility easements necessary, the Owner will grant such easements for such purposes.
4. Services Resolution. The City hereby agrees to enact all legislation setting forth the water, sanitary sewer, natural gas, stormwater, sanitation services, police, fire, and EMS services that will be provided to the Property, pursuant to Ohio law and as set forth below.
 - a. Water Service – City has public water service lines in proximity to the Property, and City will determine and approve connection points, but it shall be the Owner's sole cost and responsibility to connect to these locations, as approved by the City. City requires additional information from the Owner in order to determine the requirements necessary to provide water service in the capacity necessary to service the future Property development of the Owner. Owner must provide pressure and flow modeling to City for review and analysis to make critical determinations about what measures must be taken by Owner to ensure City can provide water service to the entire Property. Upon submission, review and approval of development plans, pressure and flow modeling, and any other essential information requested, City can accept the Owner's request for water service and Owner's commitment to connect to waterlines upon extension. Owner is solely responsible for the cost and expense of the development, design, and construction of the public waterlines and facilities to provide water service to the Property in compliance with Lancaster Codified Ordinance and City design standards. Owner will provide the easements necessary for construction, installation, and maintenance of the waterlines. It is expressly acknowledged and understood that costs and fees for water connections, tap and capacity/user fees shall be borne by the Owner at applicable standard rates/schedules of the City.
 - b. Sanitary Sewer - City has public sanitary sewer lines in proximity to the Property, and City will determine and approve connection points, but it shall be the Owner's sole cost and responsibility to connect to these locations, as approved by the City. City requires additional information from the Owner in order to determine the requirements necessary to provide sanitary sewer service in the capacity necessary to service the entire Property. Owner must submit a sanitary sewer service plan for review and approval by City. The plan will need to show how each tributary area will be served. Upon review and approval by City of a sanitary sewer service plan, City agrees to determine and provide public sanitary sewer connection points for the Property. Owner is solely responsible for the cost and expense of the development, design, and construction of the public sanitary sewer system and any private facilities to provide sanitary sewer service to the Property in compliance with Lancaster Codified Ordinance and City design standards. Owner will provide the easements necessary for construction, installation, and maintenance of the public sanitary sewer system. The public sanitary sewer service constructed by Owner will have sufficient capacity to serve the Property and its proposed development subject to the conditions stated above. It is expressly acknowledged and understood that costs and fees for sanitary sewer

connections, tap and capacity/user fees shall be borne by the Owner at applicable standard rates/schedules of the City.

- c. Natural Gas - City has public natural gas service lines in proximity to the Property, and City will determine and approve connection points. Lancaster Municipal Gas (“LMG”) agrees to provide natural gas service to the entire Property upon annexation. The alignment through the proposed development is undetermined at this time, but Owner and City shall work together, as the development progresses, to ensure proper looping and connectivity can be supplied to the Property. Upon review and approval by City of natural gas service, City agrees to determine and provide public natural gas line connection points for the Property at City’s sole cost and expense. City and/or LMG shall be solely responsible for the cost and expense of the development, design, and construction of the public natural gas line system to provide natural gas service to the Property in compliance with Lancaster Codified Ordinance and City design standards. Owner will provide the easements necessary for construction, installation, and maintenance of the public natural gas system. The public natural gas system constructed by Owner will have sufficient capacity to serve the Property and its proposed development subject to the conditions stated above. It is expressly understood that costs of connection and tap and capacity/user fees shall be borne by the Owner, at applicable standard rates/schedules of the City.
- d. Stormwater – City has public stormwater systems in proximity to the Property. Upon review and approval by City of the necessary public storm water facilities, City agrees to determine and provide public storm water system connection points for the Property, but it shall be the Owner’s sole cost and responsibility to connect to these locations, as approved by the City. City is amenable to either a regional storm water facility or individual storm water control facilities within each particular development of the Property. Any proposed development will require retention/detention facilities that comply with City’s detention policy. Due to the size of the Property, it will also have to comply with all the requirements of the Ohio EPA Construction General Permit in effect at the time the Property is developed. Owner is solely responsible for the cost and expense of the development, design, and construction of the public storm water facilities to provide storm water service to the Property in compliance with Lancaster Codified Ordinance and City design standards and OEPA permit requirements. Owner will provide the easements necessary for construction, installation, and maintenance of the public storm water system. The public storm water system constructed by Owner will have sufficient capacity to serve the Property and its proposed development subject to the conditions stated above. It is expressly acknowledged and understood that costs and fees for storm water connections and tap fees shall be borne by the Owner at applicable standard rates/schedules of the City.
- e. Sanitation Service – City will provide sanitation service to the Property upon Owner request. It is anticipated that dumpsters will be placed at various locations within each designated area. Owner shall comply with Lancaster Codified Ordinance and City standards regarding dumpster locations. It is expressly understood that costs associated with sanitation services shall be borne by the Owner, at applicable standard rates/schedules of the City.
- f. Police Service – City shall provide Police services to the Property upon annexation. Owner and City agree that Owner’s development of the Property, and the public road servicing the same, may occur in phases subject to all applicable laws, rules, and

regulations.

- g. Fire/EMS Service - City shall provide Fire/EMS services to the Property upon annexation. Owner and City agree that Owner's development of the Property, and the public road servicing the same, may occur in phases subject to applicable laws, rules, and regulations.
6. Zoning Classification/Site Plan Approval. As an integral part of the annexation process for the Property, the City shall timely process an application filed by Owner and the contract purchaser of the Property and, if approved, adopt an ordinance or take all other actions required by applicable laws, rules, and regulations to reclassify the Property to permit Owner's intended use of the Property. The proposed development will consist of approximately 51.45+/- acres prior to the dedication of right-of-way, for which an application will be filed to rezone the Property to permit approximately 150 single family homes and 288 multi-family residential homes in the Residential Multi-Unit district as generally depicted on the preliminary sketch plan attached hereto as **Exhibit D**. This acreage allocation may be adjusted by 10 acres, in the aggregate, without modifying this Agreement. Any adjustment greater than 10 acres must be agreed upon in writing by the parties. Any additional approvals, special use permits, conditional permits, or variances shall be addressed to the appropriate City department in the future and handled like all other similar applications. Owner will make application for and pay all fees associated with rezoning, within thirty (30) days of the Fairfield County Board of County Commissioners ("BCC") action on the annexation petition, or within thirty (30) days of filing the Annexation Petition with the BCC.
7. Traffic Improvements. Owner shall have a Traffic Impact Study performed to evaluate the impacts of the proposed development of the Property to the roadway system. Sheridan Drive will continue to be maintained by Fairfield County, Ohio, (the "County"). City and/or County will establish the scope and requirements of the Traffic Impact Study and the study area. Owner must also construct, at Owner's expense, dedicated public roadways/rights-of-way, built to City guidelines and standards, if necessary. City and Owner recognize there exist topographical considerations related to the ability to improve Sheridan Drive. As such the parties hereto agree to work collaboratively in mitigating potential increased traffic along Sheridan Drive, including foregoing improvements to Sheridan Drive if, and only if, there is no detrimental impact to safety along Sheridan Drive. Access points shown on Exhibit B are conceptual only, final locations of access points to Sheridan Drive are subject to further engineering and review and approval of the City and County Engineers.
8. Dedicated ROW. Owner agrees to provide City or County with dedicated roadways/rights-of-way along existing public roadways and within the Property as determined by City upon successful annexation and rezoning, as set forth in Section 7 above, and the dedicated public roadways/rights-of-way as designated on the Development Plan.
9. Pedestrian Connectivity. Owner agrees to install an internal pedestrian walkway in and through the Property to connect to Lancaster City Schools' Thomas Ewing Junior High School property to the north. This internal pedestrian walkway shall be reflected on the Development Plan and shall be constructed prior to the issuance of final certificates of occupancy for each phase of the development (single-family and multi-family). This pedestrian walkway shall be in lieu of constructing a sidewalk along the east side of Sheridan Drive, and is intended for internal circulation for residents, and as a public access

route to the Thomas Ewing Junior High School property.

10. Miscellaneous.

- a. The City agrees to process the contemplated rezoning for the proposed development of the Property on a parallel time frame with the planned annexation, within the statutory time frame provided by Ohio law for such annexation. The parties specifically contemplate the passage of the rezoning legislation within the same City Council meeting to finally accept annexation of the Property.
- b. This Agreement shall be construed to include all 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. If a dispute arises, the Courts of Fairfield County, Ohio, shall have jurisdiction to resolve any dispute unless both parties expressly agree otherwise in writing.
- d. No modifications, discussions, or alterations from the terms included herein shall be considered effective unless as made in writing and signed by all parties.
- e. Owner shall have the right to sell, transfer, assign or otherwise convey, to a contemplated transferee, all, or any part of the Property, and all of such Owner's rights, duties, and or responsibilities under this Agreement. This Agreement shall be binding upon the parties hereto and their respective transferee, successors, and/or assigns.
- f. It is expressly understood that time is of the essence in doing and performing all things to be done under the terms of this Agreement.
- g. 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.
- h. Notices under this Agreement shall be in writing to the Owner, c/o David Hodge, Double Bogey Holdings LLC, 8000 Walton Parkway, Suite 260, New Albany, Ohio 43054, to the City, c/o Law Director & City Prosecutor, 136 W. Main Street, PO Box 1008, Lancaster, Ohio, 43130.

11. 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. Owner's Warranty regarding Power and Authority. Owner warrants and represents that it is duly organized, validly existing and in good standing under the laws of the state of Ohio and has the capacity to enter into this Agreement. Each person executing this Agreement on Owner's behalf represents and warrants that he or 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.

- 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 without the consent of any additional persons, boards or any other group or entity. 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 by the governing body of the City.
- c. 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.

[EXECUTION PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement with the intention that it shall be effective as of the date first written above.

**OWNER:
Double Bogey Holdings LLC**

By: _____
David Hodge, Authorized Member

**CITY:
City of Lancaster, Ohio**

By: _____
Mayor Don McDaniel

Approved as to form only:

Law Director & City Prosecutor's Office
City of Lancaster, Ohio

STATE OF OHIO,
COUNTY OF FAIRFIELD, SS:

On this ____ day of _____, 2024, before me, the undersigned, officer, personally appeared, Mayor Don McDaniel, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposed therein contained.

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

Notary Public
My Commission Expires:

STATE OF OHIO,
COUNTY OF FAIRFIELD, SS:

On this ____ day of _____, 2024, before me, the undersigned, personally appeared David Hodge, Authorized Member of Double Bogey Holdings LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposed therein contained.

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

Notary Public
My Commission Expires:

EXHIBIT A

ALTA Survey
(Attached)

EXHIBIT B

5.0+/- acre Annexation Plat
(Attached)

EXHIBIT C

5.0+/- acre Annexation Legal Description
(Attached)

EXHIBIT D

Preliminary Sketch Plan
(Attached)