

TEMPORARY ORDINANCE NO. 33-24

PERMANENT ORDINANCE NO. 3624

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACQUIRE FIVE (5) PERMANENT DRAINAGE EASEMENTS NECESSARY FOR THE EAST MAIN STREET SEWER SEPARATION AND ANN COURT DRAINAGE IMPROVEMENTS PHASE 1 PROJECT

WHEREAS, the East Main Street Sewer Separation Project is a mandated project per the Schedule of Compliance on the City's National Pollutant Discharge Elimination System (NPDES) Permit with the Ohio Environmental Protection Agency (OEPA); and

WHEREAS, the Ann Court Drainage Improvements Phase 1 Project is the first of a multi-phase project to mitigate storm sewer backups on Ann Court; and

WHEREAS, in order to construct these aforementioned projects, drainage easements are needed from five (5) different property owners within the project area; now, therefore,

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

SECTION 1. That the Mayor is hereby authorized to enter into permanent drainage easements with the following property owners at the given locations, to execute all documents necessary to complete said easements, and to pay any costs associated with the acquisition thereof:

<u>Property Owner</u>	<u>Parcel Number</u>	<u>Address</u>
900 E Main Street LLC	0535105800	900 E. Main St.
C&F Properties LLC of Ohio	0535019310	214 Sater Dr.
HOCO Ltd.	0534082700	1585 E. Main St.
Jacqueline Papson	0535105600	872 E. Wheeling St.
The Park National Bank	0535019300	1001 E. Main St.

SECTION 2. The attached drainage easements and any ancillary documents are hereby approved and authorized with changes therein not inconsistent with this Ordinance and not substantially adverse to the City. The Mayor, for and in the name of the City, is hereby authorized to execute these easements and associated ancillary documents in this matter, 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 or changes to the final documents, which amendments are not inconsistent with this Ordinance and not substantially adverse to the City.

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

Passed: October 14, 2024 after 3rd reading. Vote: Yeas 9 Nays 0

Approved: October 14, 2024

[Signature]

Clerk: [Signature]

President of Council
Don H. McJannet

Mayor

Offered by: Michael Wing

Second by: Mary R. Tenn

Requested by Water/Water Pollution Control Committee

I, _____, Clerk of Council do hereby certify that on _____, 2024 the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council

EASEMENT FOR DRAINAGE
FROM
900 E MAIN STREET LLC
TO
CITY OF LANCASTER, OHIO,
AN OHIO MUNICIPAL CORPORATION

Know all men by these presents, that 900 E MAIN STREET LLC, hereinafter referred to as Grantor, for good and valuable consideration to them in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey, to the CITY OF LANCASTER, OHIO, a Municipal Corporation, hereinafter referred to as Grantee, its successors and assigns, a permanent easement and right-of-way for drainage purposes in and along the property described in Exhibit A attached hereto:

This easement grants the Grantee the right and easement to enter and re-enter upon the above-described property to construct, reconstruct, install, repair, maintain, rebuild, replace, relocate, and/or remove "storm drainage features," and forever to have and to hold such right for the purposes and under the conditions herein set forth. Storm drainage features are features whose purpose is to collect, convey, store, or otherwise manage rainfall and snowmelt, such as but not limited to: swales, ditches, pipes, inlets and outlets, including any headwalls and/or any similar inlet/outlet structures and those attached appurtenant works. Grantee shall maintain and be responsible for maintenance on such aspects of the storm drainage features that are below grade and within the drainage easement, as well any inlet and/or outlet features that are at grade, such as headwalls and/or any similar inlet/outlet structures and any attached appurtenant works, assuming such storm drainage features were installed by the Grantee.

A description of the easement and a drawing showing the exact location of the easement are attached hereto as Exhibit A.

Grantor hereby agrees to restrict the use of said property within the limits of the easement, from the construction thereon of any buildings of a permanent or temporary type. Grantor also agrees to restrict its use from the storing or placing of any materials, equipment, or other obstructions thereon, or otherwise interfering with the access to, or the maintenance of, said storm drainage features.

Grantor reserves the right to use the property within the limits of the easement for such uses not expressly prohibited or inconsistent with the rights and easement hereby granted.

It is the intent of this conveyance that neither the filing of this easement, its acceptance by the Grantee, nor any other circumstance, shall be construed as a dedication of the property described for public use as a street.

Grantor hereby warrants that Grantor has full power and authority to grant this easement and has a good and indefeasible fee simple title to the above described easement premises, free and clear of all liens and encumbrances, except those of record which do not unreasonably interfere with the uses herein described, and agrees to forever defend the above described easements and rights unto Grantee, Grantee's successors and assigns, against every person or entity lawfully claiming or to claim the easement property or any part of it, except as noted above.

This easement shall be binding on, and shall inure to the benefit of, the successors and assigns of the parties hereto. Where the term Grantor or Grantee is used herein, the term shall be deemed to include the successors and assigns of that party.

In addition to the easement, rights, and privileges conveyed in this instrument, Grantee shall have the right to use as much of the surface of the property of the Grantor as may be reasonably necessary to construct and install within the right of way granted hereby the storm drainage features contemplated by this grant. Upon completion of the construction, installation, repair, maintenance, rebuilding, replacing, relocating, and/or removing of said storm drainage features, Grantee shall replace and restore the surface to the condition it was in prior to said construction,

installation, repair, maintenance, rebuilding, replacing, relocating, and/or removing of said storm drainage features, with the exception of trees fell for necessary access.

The Grantee shall also have the right to use any portion of the Grantor's property, including private streets, roadways, paved areas, and unpaved areas, insofar as necessary for the sole purpose to access the drainage easement with its equipment, personnel and materials, or by Grantee's agents and contractors for the same purpose(s). The Grantee agrees to repair any damages to paved and/or unpaved areas to the extent its operations caused the damage.

Grantor claims title by instrument of record in deed volume 1786, page 4561, of the records of the office of the Fairfield County Recorder's office.

This instrument prepared by the Stormwater Department, City of Lancaster, Ohio.

With intent to be legally bound, the parties have entered into this agreement this

_____ day of _____, 20____.

Grantor:

[insert name]
[insert position]
900 E Main Street LLC

Grantee:

City of Lancaster, Ohio
An Ohio Municipal Corporation

[insert name], Mayor

State of Ohio
[insert county name] County SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named [insert Grantor], who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at
Lancaster, Ohio, this _____ day of _____, 20____.

[insert name of notary]
Notary Public, State of Ohio
My commission expires _____

State of Ohio
Fairfield County SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named [insert name], Mayor of the City of Lancaster, Ohio, an Ohio Municipal Corporation, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed on behalf of said Municipal Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at
Lancaster, Ohio, this _____ day of _____, 20____.

[insert name of notary]
Notary Public, State of Ohio
My commission expires _____

EXHIBIT A
DESCRIPTION OF A 0.005 ACRE DRAINAGE EASEMENT

Situated in the City of Lancaster, County of Fairfield, State of Ohio, Known as Lot No. Twenty-Four (24) according to present numbering of the Lots in the City of Lancaster, County of Fairfield, State of Ohio, to wit: the old school lot with appurtenances, hereto known as the East Lancaster School Lot described as follows; In Lot Number One (1) in Wm. J. Reese's Addition to East Lancaster as recorded in Plat Book 1, Page 3 in the Fairfield County Recorder's Office and part of the half of Out Lot Number Seven (7) in Bank's Addition to East Lancaster, Ohio, now include in the corporate limits of the City of Lancaster be the same more or less, and being 0.005 acres of a 0.276 acre tract (Parcel ID 0535105800) as conveyed to 900 East Main LLC in Deed Volume 1786, Page 4561, all references being to those of record in the Recorder's Office, Fairfield County, Ohio, said 0.005 acres being more particularly bounded and described as follows:

Beginning at a point at the intersection of the south right of way line of East Main Street - US Route 22 (80 feet wide) with the east right of way line of South Cherry Street (60 feet wide), said point being at the northwest corner of said Lot No. 24;

Thence, **North 89° 32' 56" East, 20.57 feet**, along the south right of way line of said East Main Street to a point;

Thence, **South 50° 05' 17" West, 35.07 feet**, across said 0.276 acre tract, to a point on the east right of way line of said South Cherry Street;

Thence, **North 15° 49' 17" East, 23.22 feet**, along the east right of way line of said South Cherry Street to the **Point of Beginning** and containing 0.005 acres easement more or less, according to a survey by Verdantas LLC in November of 2023.

The bearings in the above description are based on Ohio State Plane Coordinate System, South Zone, NAD83.

Subject to all valid and existing easements, restrictions and conditions of record.



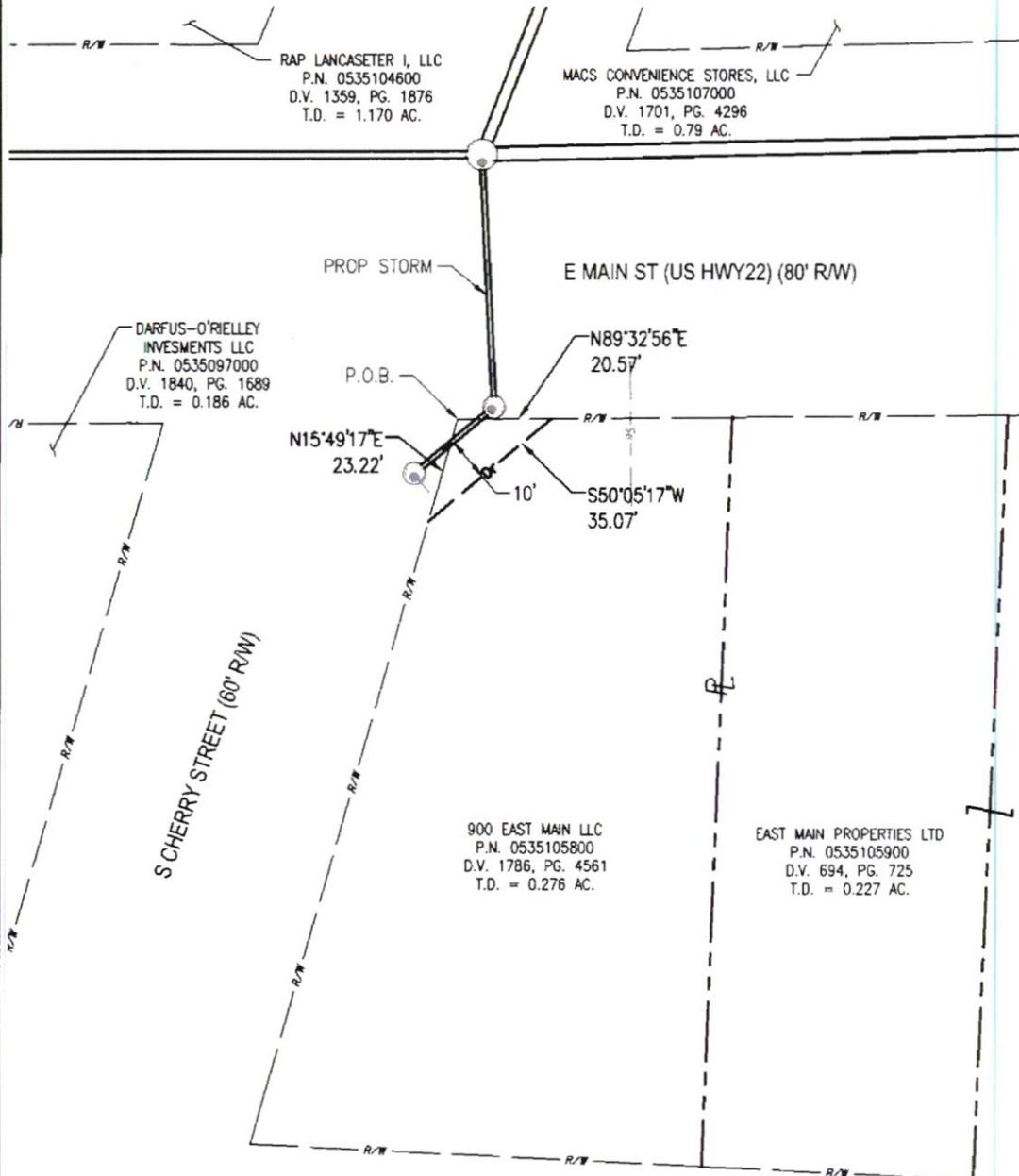

Kevin T. Blaine, P.S.
Reg. Surveyor #7830



EXHIBIT A 0.005 ACRE DRAINAGE EASEMENT

900 EAST MAIN LLC

SITUATED IN THE STATE OF OHIO, COUNTY OF FAIRFIELD,
CITY OF LANCASTER, BEING PART OF LOT 24 IN
REESE'S ADDITION TO CITY OF LANCASTER, PLAT BOOK 1, PAGE 3



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THE BASIS OF BEARINGS IS THE
OHIO STATE PLANE COORDINATES
SYSTEM, SOUTH ZONE, NAD83(2011).



KEVIN T. BLAINE P.S. 7830

Handwritten signature of Kevin T. Blaine

LEGEND

- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- DRAINAGE EASEMENT
- 3/4" IRON PIPE FOUND
- IRON PIN FOUND



DATE:	5-10-2024
PROJECT NO.	15099
SCALE:	1"=30'
DESIGNED BY:	MRO
DRAWN BY:	MRO
CHECKED BY:	KTB

verdantas

1555 EAST MAIN STREET
NEWARK, OHIO 43055
TEL. 740-344-5451 FAX 614.360.0023

SHEET:
1 OF 1

EASEMENT FOR DRAINAGE
FROM
C & F PROPERTIES LLC OF OHIO
TO
CITY OF LANCASTER, OHIO,
AN OHIO MUNICIPAL CORPORATION

Know all men by these presents, that C & F PROPERTIES LLC OF OHIO, hereinafter referred to as Grantor, for good and valuable consideration to them in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey, to the CITY OF LANCASTER, OHIO, a Municipal Corporation, hereinafter referred to as Grantee, its successors and assigns, a permanent easement and right-of-way for drainage purposes in and along the property described in Exhibit A, attached hereto:

This easement grants the Grantee the right and easement to enter and re-enter upon the above-described property to construct, reconstruct, install, repair, maintain, rebuild, replace, relocate, and/or remove "storm drainage features," and forever to have and to hold such right for the purposes and under the conditions herein set forth. Storm drainage features are features whose purpose is to collect, convey, store, or otherwise manage rainfall and snowmelt, such as but not limited to: swales, ditches, pipes, inlets and outlets, including any headwalls and/or any similar inlet/outlet structures and those attached appurtenant works. Grantee shall maintain and be responsible for maintenance on such aspects of the storm drainage features that are below grade and within the drainage easement, as well any inlet and/or outlet features that are at grade, such as headwalls and/or any similar inlet/outlet structures and any attached appurtenant works, assuming such storm drainage features were installed by the Grantee.

A description of the easement and a drawing showing the exact location of the easement are attached hereto as Exhibit A.

Grantor hereby agrees to restrict the use of said property within the limits of the easement, from the construction thereon of any buildings of a permanent or temporary type. Grantor also agrees to restrict its use from the storing or placing of any materials, equipment, or other obstructions thereon, or otherwise interfering with the access to, or the maintenance of, said storm drainage features.

Grantor reserves the right to use the property within the limits of the easement for such uses not expressly prohibited or inconsistent with the rights and easement hereby granted.

It is the intent of this conveyance that neither the filing of this easement, its acceptance by the Grantee, nor any other circumstance, shall be construed as a dedication of the property described for public use as a street.

Grantor hereby warrants that Grantor has full power and authority to grant this easement and has a good and indefeasible fee simple title to the above described easement premises, free and clear of all liens and encumbrances, except those of record which do not unreasonably interfere with the uses herein described, and agrees to forever defend the above described easements and rights unto Grantee, Grantee's successors and assigns, against every person or entity lawfully claiming or to claim the easement property or any part of it, except as noted above.

This easement shall be binding on, and shall inure to the benefit of, the successors and assigns of the parties hereto. Where the term Grantor or Grantee is used herein, the term shall be deemed to include the successors and assigns of that party.

In addition to the easement, rights, and privileges conveyed in this instrument, Grantee shall have the right to use as much of the surface of the property of the Grantor as may be reasonably necessary to construct and install within the right of way granted hereby the storm drainage features contemplated by this grant. Upon completion of the construction, installation, repair, maintenance, rebuilding, replacing, relocating, and/or removing of said storm drainage features, Grantee shall replace and restore the surface to the condition it was in prior to said construction,

installation, repair, maintenance, rebuilding, replacing, relocating, and/or removing of said storm drainage features, with the exception of trees fell for necessary access.

The Grantee shall also have the right to use any portion of the Grantor's property, including private streets, roadways, paved areas, and unpaved areas, insofar as necessary for the sole purpose to access the drainage easement with its equipment, personnel and materials, or by Grantee's agents and contractors for the same purpose(s). The Grantee agrees to repair any damages to paved and/or unpaved areas to the extent its operations caused the damage.

Grantor claims title by instrument of record in deed volume 1394, page 2353, of the records of the office of the Fairfield County Recorder's office.

This instrument prepared by the Stormwater Department, City of Lancaster, Ohio.

With intent to be legally bound, the parties have entered into this agreement this

_____ day of _____, 20____.

Grantor:

[insert name]
[insert company, if necessary]

[insert name]
[insert company, if necessary]

Grantee:

City of Lancaster, Ohio
An Ohio Municipal Corporation

[insert name], Mayor

State of Ohio
[insert county name] County SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named [insert Grantor], who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at
Lancaster, Ohio, this _____ day of _____, 20____.

[insert name of notary]
Notary Public, State of Ohio
My commission expires _____

State of Ohio
Fairfield County SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named [*insert name*], Mayor of the City of Lancaster, Ohio, an Ohio Municipal Corporation, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed on behalf of said Municipal Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at
Lancaster, Ohio, this _____ day of _____, 20____.

[*insert name of notary*]
Notary Public, State of Ohio
My commission expires _____

**EXHIBIT A
DESCRIPTION OF A 0.017 ACRE DRAINAGE EASEMENT**

Situated in the City of Lancaster, County of Fairfield, State of Ohio, Banks Subdivision, Outlot 8, and being 0.017 acres of a 1.34 acre tract (Parcel ID 0535019310) as conveyed to C & F Properties of Ohio in Official Record 1394, Page 2354, all references being to those of record in the Recorder's Office, Fairfield County, Ohio, said 0.017 acres being more particularly bounded and described as follows:

Commencing at a point in Baldwin Run on the north line of outlot 8 as recorded in Plat Book 1, Page 8, said point also being the northeast corner of said 1.34 acre tract, said point also being a westerly property corner of a 11.84 acre tract conveyed to East Main Shopping Center LLC in Deed Volume 1370, Page 1751;

Thence, **South 14° 40' 05" West, 335.72 feet**, along the eastern property line of said 1.34 acre tract to a point, and also being a westerly property line of said 11.84 acre tract, to the northeast corner of a 0.04 acre tract conveyed to The City of Lancaster in Deed Volume 1376, Page 2340, said point being the northwest corner of a 0.04 acre tract conveyed to The City of Lancaster in Deed Volume 1384, Page 1396;

Thence, **South 85° 47' 05" West, 32.62 feet**, along a southerly line of said 1.34 acre tract, also being the northerly line of said 0.04 acre tract to the **Point of Beginning** for the herein described 0.017 acre easement;

Thence, **South 85° 47' 05" West, 30.81 feet**, along a southerly line of said 1.34 acre tract, also being the northerly line of said 0.04 acre tract, to the southwest corner of said 1.34 acre tract, also be the northwestern corner of said 0.04 acre tract, also being on the easterly of a 1.23 acre tract conveyed to The Park National Bank in Plat Book 1, Page 8;

Thence, **North 14° 34' 10" West, 29.04 feet**, along a westerly line of said 1.34 acre tract and an easterly line of said 1.23 acre tract to a point;

Thence crossing said 1.34 acre tract, the following two courses:

North 85° 57' 36" East, 21.54 feet to an point;

South 04° 02' 24" West, 27.43 feet to the **Point of Beginning**, and containing 0.017 acres easement more or less, according to a survey by Verdantas in November of 2023.

The bearings in the above description are based on Ohio State Plane Coordinate System, South Zone, NAD83.

Subject to all valid and existing easements, restrictions and conditions of record.



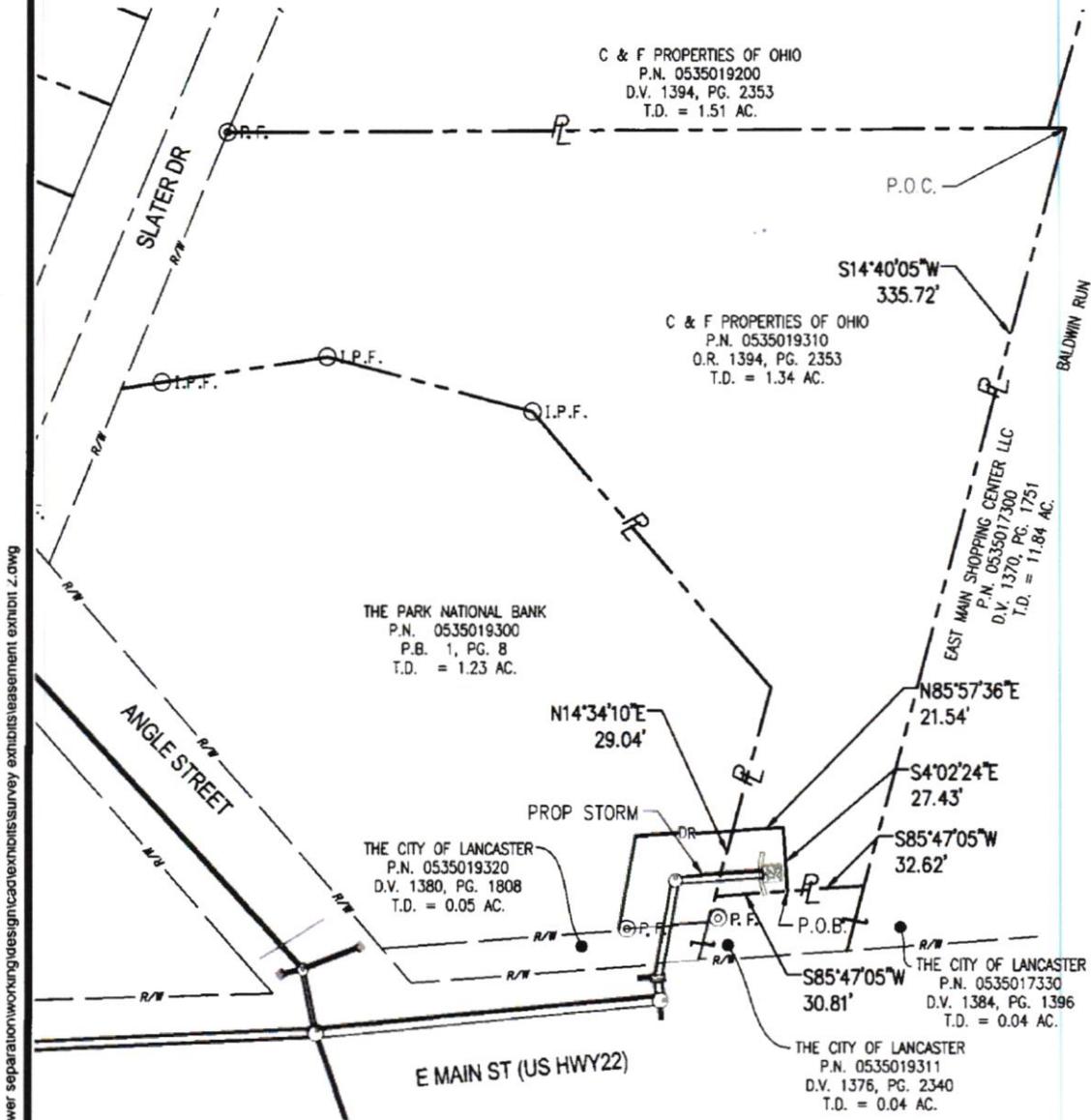

Kevin T. Blaine, P.S.
Reg. Surveyor #7830



EXHIBIT A 0.017 ACRE DRAINAGE EASEMENT

C & F PROPERTIES OF OHIO

SITUATED IN THE STATE OF OHIO, COUNTY OF FAIRFIELD,
CITY OF LANCASTER, BEING PART OF OUTLOT 8 IN
BANK SUBDIVISION, PLAT DEED VOL. 1394, PAGE 2353



THE BASIS OF BEARINGS IS THE
OHIO STATE PLANE COORDINATES
SYSTEM, SOUTH ZONE, NAD83(2011).



Kevin T. Blaine
KEVIN T. BLAINE P.S. 7830



LEGEND

- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- DRAINAGE EASEMENT
- 3/4" IRON PIPE FOUND
- IRON PIN FOUND

DATE:	5-10-2024
PROJECT NO.:	15099
SCALE:	1"=60'
DESIGNED BY:	MRO
DRAWN BY:	MRO
CHECKED BY:	KTB

verdantas

1555 EAST MAIN STREET
NEWARK, OHIO 43055
TEL 740-344-5451 FAX 614.360.0023

SHEET:
1 OF 1

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EASEMENT FOR DRAINAGE
FROM
HOCO LTD.
TO
CITY OF LANCASTER, OHIO,
AN OHIO MUNICIPAL CORPORATION

Know all men by these presents, that HOCO LTD., hereinafter referred to as Grantor, for good and valuable consideration to them in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey, to the CITY OF LANCASTER, OHIO, a Municipal Corporation, hereinafter referred to as Grantee, its successors and assigns, a permanent easement and right-of-way for drainage purposes in and along the property described in Exhibit A, attached hereto:

This easement grants the Grantee the right and easement to enter and re-enter upon the above-described property to construct, reconstruct, install, repair, maintain, rebuild, replace, relocate, and/or remove "storm drainage features," and forever to have and to hold such right for the purposes and under the conditions herein set forth. Storm drainage features are features whose purpose is to collect, convey, store, or otherwise manage rainfall and snowmelt, such as but not limited to: swales, ditches, pipes, inlets and outlets, including any headwalls and/or any similar inlet/outlet structures and those attached appurtenant works. Grantee shall maintain and be responsible for maintenance on such aspects of the storm drainage features that are below grade and within the drainage easement, as well any inlet and/or outlet features that are at grade, such as headwalls and/or any similar inlet/outlet structures and any attached appurtenant works, assuming such storm drainage features were installed by the Grantee.

A description of the easement and a drawing showing the exact location of the easement are attached hereto as Exhibit A.

Grantor hereby agrees to restrict the use of said property within the limits of the easement, from the construction thereon of any buildings of a permanent or temporary type. Grantor also agrees to restrict its use from the storing or placing of any materials, equipment, or other obstructions thereon, or otherwise interfering with the access to, or the maintenance of, said storm drainage features.

Grantor reserves the right to use the property within the limits of the easement for such uses not expressly prohibited or inconsistent with the rights and easement hereby granted.

It is the intent of this conveyance that neither the filing of this easement, its acceptance by the Grantee, nor any other circumstance, shall be construed as a dedication of the property described for public use as a street.

Grantor hereby warrants that Grantor has full power and authority to grant this easement and has a good and indefeasible fee simple title to the above described easement premises, free and clear of all liens and encumbrances, except those of record which do not unreasonably interfere with the uses herein described, and agrees to forever defend the above described easements and rights unto Grantee, Grantee's successors and assigns, against every person or entity lawfully claiming or to claim the easement property or any part of it, except as noted above.

This easement shall be binding on, and shall inure to the benefit of, the successors and assigns of the parties hereto. Where the term Grantor or Grantee is used herein, the term shall be deemed to include the successors and assigns of that party.

In addition to the easement, rights, and privileges conveyed in this instrument, Grantee shall have the right to use as much of the surface of the property of the Grantor as may be reasonably necessary to construct and install within the right of way granted hereby the storm drainage features contemplated by this grant. Upon completion of the construction, installation, repair, maintenance, rebuilding, replacing, relocating, and/or removing of said storm drainage features, Grantee shall replace and restore the surface to the condition it was in prior to said construction,

installation, repair, maintenance, rebuilding, replacing, relocating, and/or removing of said storm drainage features, with the exception of trees fell for necessary access.

The Grantee shall also have the right to use any portion of the Grantor's property, including private streets, roadways, paved areas, and unpaved areas, insofar as necessary for the sole purpose to access the drainage easement with its equipment, personnel and materials, or by Grantee's agents and contractors for the same purpose(s). The Grantee agrees to repair any damages to paved and/or unpaved areas to the extent its operations caused the damage.

Grantor claims title by instrument of record in deed volume 1728, page 3504, of the records of the office of the Fairfield County Recorder's office.

This instrument prepared by the Stormwater Department, City of Lancaster, Ohio.

With intent to be legally bound, the parties have entered into this agreement this

_____ day of _____, 20____.

Grantor:

[insert name]

[insert title]

Hoco Ltd.

[insert name]

[insert title]

Hoco Ltd.

Grantee:

City of Lancaster, Ohio
An Ohio Municipal Corporation

[insert name], Mayor

State of Ohio

[insert county name] County SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named [insert Grantor], who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at

Lancaster, Ohio, this _____ day of _____, 20____.

[insert name of notary]

Notary Public, State of Ohio

My commission expires _____

State of Ohio

Fairfield County SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named *[insert name]*, Mayor of the City of Lancaster, Ohio, an Ohio Municipal Corporation, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed on behalf of said Municipal Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at
Lancaster, Ohio, this _____ day of _____, 20____.

[insert name of notary]
Notary Public, State of Ohio
My commission expires _____

**EXHIBIT A
DESCRIPTION OF A 0.018 ACRE DRAINAGE EASEMENT**

Situated in the City of Lancaster, County of Fairfield, State of Ohio, Being Lot 2 of Hocking Hunter Addition as recorded in Plat Book 7, Page 1, and being 0.018 acres of a 0.325 acre tract (Parcel ID 0534082700) as conveyed to HOCO LTD in Deed Volume 1728, Page 3504, all references being to those of record in the Recorder's Office, Fairfield County, Ohio, said 0.018 acres being more particularly bounded and described as follows:

Beginning at the intersection of the north right of way line of East Main Street – US Route 22 (66 feet wide) with the west right of way line of Kanawha Road (60 feet wide), said iron pin being at the southeast corner of said Lot No. 2;

Thence, **South 84° 49' 21" West, 33.99 feet**, along the north right of way line of said East Main Street to a point;

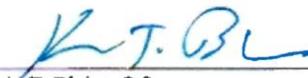
Thence leaving the north right of way line of said East Main Street, **North 35° 36' 21" East, 62.30 feet** to a point on the west right of way line of said Kanawha Road;

Thence, **South 02° 54' 24" West, 47.65 feet**, along the west right of way line of said Kanawha Road to the **Point of Beginning**, and containing 0.018 acres easement more or less, according to a survey by Verdantas LLC in November of 2023.

The bearings in the above description are based on Ohio State Plane Coordinate System, South Zone, NAD83.

Subject to all valid and existing easements, restrictions and conditions of record.





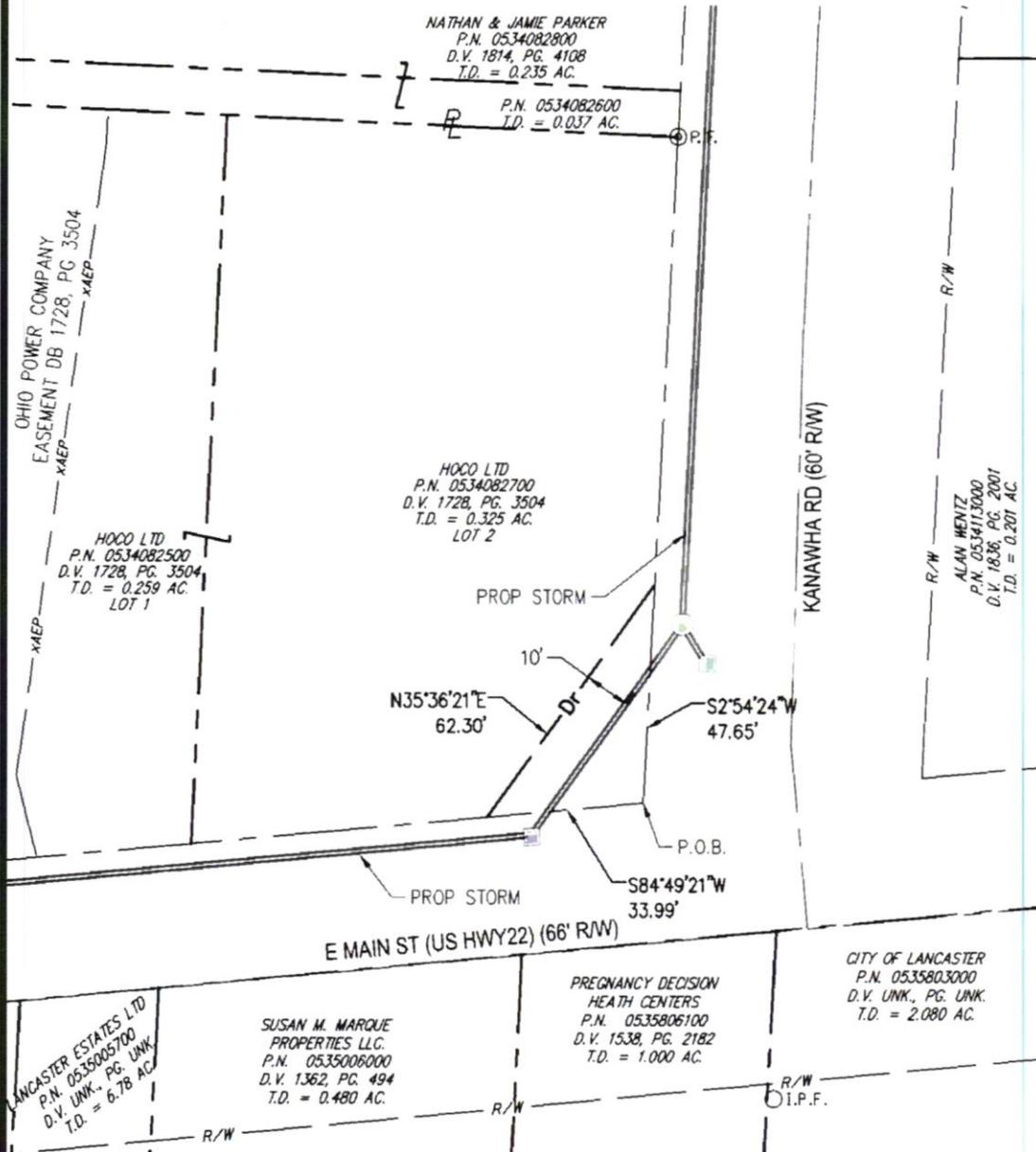
Kevin T. Blaine, P.S.
Reg. Surveyor #7830



EXHIBIT A
0.018 ACRE DRAINAGE
EASEMENT
HOCO LTD

SITUATED IN THE STATE OF OHIO, COUNTY OF FAIRFIELD,
 CITY OF LANCASTER BEING PART OF LOT 2 IN
 HOCKING HUNTER ADDITION, PLAT BOOK 7, PAGE 1

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THE BASIS OF BEARINGS IS THE OHIO STATE PLANE COORDINATES SYSTEM, SOUTH ZONE, NAD83(2011).



Kevin T. Blaine
KEVIN T. BLAINE P.S. 7830

LEGEND

- R/W ROAD RIGHT OF WAY
- ROAD CENTERLINE
- DRAINAGE EASEMENT
- 3/4" IRON PIPE FOUND



DATE:	5-10-2024
PROJECT NO.	15099
SCALE:	1"=30'
DESIGNED BY:	MRO
DRAWN BY:	MRO
CHECKED BY:	KTB

verdantas

1555 EAST MAIN STREET
 NEWARK, OHIO 43055
 TEL 740-344-5451 FAX 614.360.0023

SHEET: **1 OF 1**

EASEMENT FOR DRAINAGE
FROM
JACQUELINE R PAPSON
TO
CITY OF LANCASTER, OHIO,
AN OHIO MUNICIPAL CORPORATION

Know all men by these presents, that JACQUELINE R PAPSON, hereinafter referred to as Grantor, for good and valuable consideration to them in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey, to the CITY OF LANCASTER, OHIO, a Municipal Corporation, hereinafter referred to as Grantee, its successors and assigns, a permanent easement and right-of-way for drainage purposes in and along the property described in Exhibit A attached hereto:

This easement grants the Grantee the right and easement to enter and re-enter upon the above-described property to construct, reconstruct, install, repair, maintain, rebuild, replace, relocate, and/or remove "storm drainage features," and forever to have and to hold such right for the purposes and under the conditions herein set forth. Storm drainage features are features whose purpose is to collect, convey, store, or otherwise manage rainfall and snowmelt, such as but not limited to: swales, ditches, pipes, inlets and outlets, including any headwalls and/or any similar inlet/outlet structures and those attached appurtenant works. Grantee shall maintain and be responsible for maintenance on such aspects of the storm drainage features that are below grade and within the drainage easement, as well any inlet and/or outlet features that are at grade, such as headwalls and/or any similar inlet/outlet structures and any attached appurtenant works, assuming such storm drainage features were installed by the Grantee.

A description of the easement and a drawing showing the exact location of the easement are attached hereto as Exhibit A.

Grantor hereby agrees to restrict the use of said property within the limits of the easement, from the construction thereon of any buildings of a permanent or temporary type. Grantor also agrees to restrict its use from the storing or placing of any materials, equipment, or other obstructions thereon, or otherwise interfering with the access to, or the maintenance of, said storm drainage features.

Grantor reserves the right to use the property within the limits of the easement for such uses not expressly prohibited or inconsistent with the rights and easement hereby granted.

It is the intent of this conveyance that neither the filing of this easement, its acceptance by the Grantee, nor any other circumstance, shall be construed as a dedication of the property described for public use as a street.

Grantor hereby warrants that Grantor has full power and authority to grant this easement and has a good and indefeasible fee simple title to the above described easement premises, free and clear of all liens and encumbrances, except those of record which do not unreasonably interfere with the uses herein described, and agrees to forever defend the above described easements and rights unto Grantee, Grantee's successors and assigns, against every person or entity lawfully claiming or to claim the easement property or any part of it, except as noted above.

This easement shall be binding on, and shall inure to the benefit of, the successors and assigns of the parties hereto. Where the term Grantor or Grantee is used herein, the term shall be deemed to include the successors and assigns of that party.

In addition to the easement, rights, and privileges conveyed in this instrument, Grantee shall have the right to use as much of the surface of the property of the Grantor as may be reasonably necessary to construct and install within the right of way granted hereby the storm drainage features contemplated by this grant. Upon completion of the construction, installation, repair, maintenance, rebuilding, replacing, relocating, and/or removing of said storm drainage features, Grantee shall replace and restore the surface to the condition it was in prior to said construction,

installation, repair, maintenance, rebuilding, replacing, relocating, and/or removing of said storm drainage features, with the exception of trees fell for necessary access.

The Grantee shall also have the right to use any portion of the Grantor's property, including private streets, roadways, paved areas, and unpaved areas, insofar as necessary for the sole purpose to access the drainage easement with its equipment, personnel and materials, or by Grantee's agents and contractors for the same purpose(s). The Grantee agrees to repair any damages to paved and/or unpaved areas to the extent its operations caused the damage.

Grantor claims title by instrument of record in deed volume 1719, page 755, of the records of the office of the Fairfield County Recorder's office.

This instrument prepared by the Stormwater Department, City of Lancaster, Ohio.

With intent to be legally bound, the parties have entered into this agreement this

_____ day of _____, 20____.

Grantor:

Jacqueline R Papson

Grantee:

City of Lancaster, Ohio
An Ohio Municipal Corporation

[insert name], Mayor

State of Ohio
[insert county name] County SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Jacqueline R Papson, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at
Lancaster, Ohio, this _____ day of _____, 20____.

[insert name of notary]
Notary Public, State of Ohio
My commission expires _____

State of Ohio
Fairfield County SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named *[insert name]*, Mayor of the City of Lancaster, Ohio, an Ohio Municipal Corporation, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed on behalf of said Municipal Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at
Lancaster, Ohio, this _____ day of _____, 20____.

[insert name of notary]
Notary Public, State of Ohio
My commission expires _____

**EXHIBIT A
DESCRIPTION OF A 0.002 ACRE DRAINAGE EASEMENT**

Situated in the City of Lancaster, County of Fairfield, State of Ohio, Being Lot 23 (formerly lot 11) of Aaron Benadum's Addition as recorded in Plat Book 1, Page 3, and being 0.002 acres of a 0.143 acre tract (Parcel ID 0535105600) as conveyed to Jacqueline Papson in Deed Volume 1719, Page 755, all references being to those of record in the Recorder's Office, Fairfield County, Ohio, said 0.002 acres being more particularly bounded and described as follows:

Beginning at the northeast corner of said 0.143 acre tract, also being the intersection of the westerly right of way of North Cherry Street and the southerly right of way of East Wheeling Street;

Thence, **South 22° 37' 15" West, 12.00 feet**, along the westerly right of way line of said North Cherry Street to a point;

Thence, **North 33° 44' 23" West, 13.30 feet**, across said 0.143 acre tract, to a point on the southern right of way line of said East Wheeling Street;

Thence, **North 89° 53' 59" East, 12.00 feet**, along the southern right of way line of said East Wheeling Street to the **Point of Beginning**, and containing 0.002 acres easement more or less, according to a survey by Verdantas LLC in November of 2023.

The bearings in the above description are based on Ohio State Plane Coordinate System, South Zone, NAD83.

Subject to all valid and existing easements, restrictions and conditions of record.



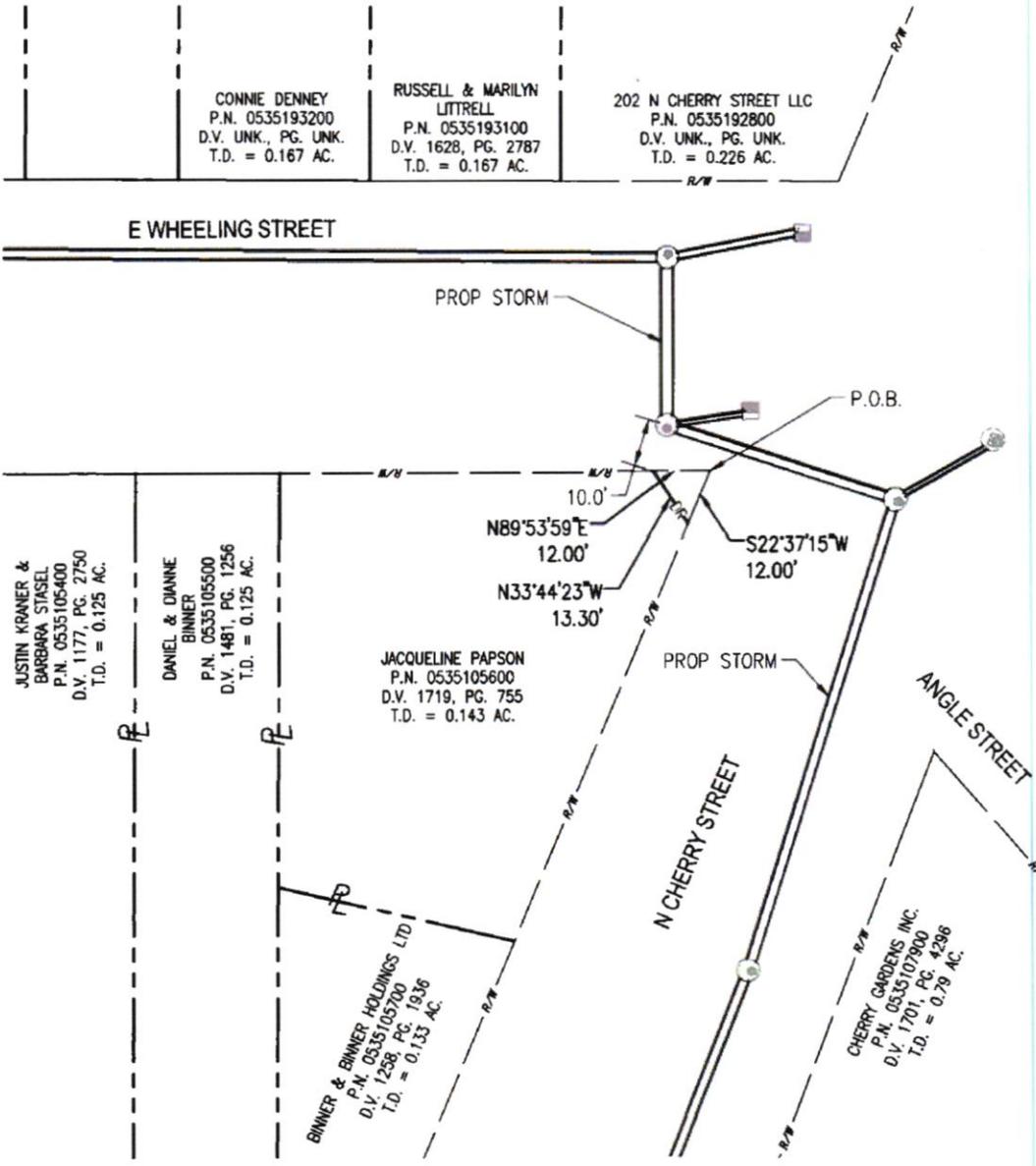

Kevin T. Blaine, P.S.
Reg. Surveyor #7830



EXHIBIT A 0.002 ACRE DRAINAGE EASEMENT

JACQUELINE PAPSON

SITUATED IN THE STATE OF OHIO, COUNTY OF FAIRFIELD,
CITY OF LANCASTER, BEING PART OF LOT 11 IN
AARON BENADUM'S SUBDIVISION, PLAT BOOK 1, PAGE 3



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LEGEND

- R/W ROAD RIGHT OF WAY
- ROAD CENTERLINE
- DRAINAGE EASEMENT
- P.F. 3/4" IRON PIPE FOUND
- I.R.F. IRON PIN FOUND

THE BASIS OF BEARINGS IS THE OHIO STATE PLANE COORDINATES SYSTEM, SOUTH ZONE, NAD83(2011).



Kevin T. Blaine
KEVIN T. BLAINE P.S. 7830

DATE:	5-10-2024
PROJECT NO.	15099
SCALE:	1"=30'
DESIGNED BY:	MRO
DRAWN BY:	MRO
CHECKED BY:	KTB

1555 EAST MAIN STREET
NEWARK, OHIO 43055
TEL. 740-344-5451 FAX 614.360.0023

SHEET: **1 OF 1**

EASEMENT FOR DRAINAGE
FROM
THE PARK NATIONAL BANK
TO
CITY OF LANCASTER, OHIO,
AN OHIO MUNICIPAL CORPORATION

Know all men by these presents, that THE PARK NATIONAL BANK, hereinafter referred to as Grantor, for good and valuable consideration to them in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey, to the CITY OF LANCASTER, OHIO, a Municipal Corporation, hereinafter referred to as Grantee, its successors and assigns, a permanent easement and right-of-way for drainage purposes in and along the property described in Exhibit A, attached hereto:

This easement grants the Grantee the right and easement to enter and re-enter upon the above-described property to construct, reconstruct, install, repair, maintain, rebuild, replace, relocate, and/or remove "storm drainage features," and forever to have and to hold such right for the purposes and under the conditions herein set forth. Storm drainage features are features whose purpose is to collect, convey, store, or otherwise manage rainfall and snowmelt, such as but not limited to: swales, ditches, pipes, inlets and outlets, including any headwalls and/or any similar inlet/outlet structures and those attached appurtenant works. Grantee shall maintain and be responsible for maintenance on such aspects of the storm drainage features that are below grade and within the drainage easement, as well any inlet and/or outlet features that are at grade, such as headwalls and/or any similar inlet/outlet structures and any attached appurtenant works, assuming such storm drainage features were installed by the Grantee.

A description of the easement and a drawing showing the exact location of the easement are attached hereto as Exhibit A.

Grantor hereby agrees to restrict the use of said property within the limits of the easement, from the construction thereon of any buildings of a permanent or temporary type. Grantor also agrees to restrict its use from the storing or placing of any materials, equipment, or other obstructions thereon, or otherwise interfering with the access to, or the maintenance of, said storm drainage features.

Grantor reserves the right to use the property within the limits of the easement for such uses not expressly prohibited or inconsistent with the rights and easement hereby granted.

It is the intent of this conveyance that neither the filing of this easement, its acceptance by the Grantee, nor any other circumstance, shall be construed as a dedication of the property described for public use as a street.

Grantor hereby warrants that Grantor has full power and authority to grant this easement and has a good and indefeasible fee simple title to the above described easement premises, free and clear of all liens and encumbrances, except those of record which do not unreasonably interfere with the uses herein described, and agrees to forever defend the above described easements and rights unto Grantee, Grantee's successors and assigns, against every person or entity lawfully claiming or to claim the easement property or any part of it, except as noted above.

This easement shall be binding on, and shall inure to the benefit of, the successors and assigns of the parties hereto. Where the term Grantor or Grantee is used herein, the term shall be deemed to include the successors and assigns of that party.

In addition to the easement, rights, and privileges conveyed in this instrument, Grantee shall have the right to use as much of the surface of the property of the Grantor as may be reasonably necessary to construct and install within the right of way granted hereby the storm drainage features contemplated by this grant. Upon completion of the construction, installation, repair, maintenance, rebuilding, replacing, relocating, and/or removing of said storm drainage features, Grantee shall replace and restore the surface to the condition it was in prior to said construction,

installation, repair, maintenance, rebuilding, replacing, relocating, and/or removing of said storm drainage features, with the exception of trees fell for necessary access.

The Grantee shall also have the right to use any portion of the Grantor's property, including private streets, roadways, paved areas, and unpaved areas, insofar as necessary for the sole purpose to access the drainage easement with its equipment, personnel and materials, or by Grantee's agents and contractors for the same purpose(s). The Grantee agrees to repair any damages to paved and/or unpaved areas to the extent its operations caused the damage.

Grantor claims title by instrument of record in deed volume 667, page 103, of the records of the office of the Fairfield County Recorder's office.

This instrument prepared by the Stormwater Department, City of Lancaster, Ohio.

With intent to be legally bound, the parties have entered into this agreement this

_____ day of _____, 20____.

Grantor:

[insert name]
[insert title]
[insert company]

[insert name]
[insert title]
[insert company]

Grantee:

City of Lancaster, Ohio
An Ohio Municipal Corporation

[insert name], Mayor

State of Ohio
[insert county name] County SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named [insert Grantor], who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at
Lancaster, Ohio, this _____ day of _____, 20____.

[insert name of notary]
Notary Public, State of Ohio
My commission expires _____

State of Ohio
Fairfield County SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named *[insert name]*, Mayor of the City of Lancaster, Ohio, an Ohio Municipal Corporation, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed on behalf of said Municipal Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at
Lancaster, Ohio, this _____ day of _____, 20____.

[insert name of notary]
Notary Public, State of Ohio
My commission expires _____

EXHIBIT A
DESCRIPTION OF A 0.036 ACRE DRAINAGE EASEMENT

Situated in the City of Lancaster, County of Fairfield, State of Ohio, Banks Subdivision, Outlot 8, and being 0.036 acres of a 1.23 acre tract (Parcel ID 0535019300) as conveyed to The Park National Bank in Plat Book 1, Page 8, all references being to those of record in the Recorder's Office, Fairfield County, Ohio, said 0.036 acres being more particularly bounded and described as follows:

Commencing at a point in Baldwin Run on the north line of outlot 8 as recorded in Plat Book 1, Page 8, said point also being the northeast corner of a 1.34 acre tract conveyed to C & F Properties of Ohio in Official Record 1394, Page 2353, said point also being a westerly property corner of a 11.84 acre tract conveyed to East Main Shopping Center LLC in Deed Volume 1370, Page 1751;

Thence, **South 14° 40' 05" West, 335.72 feet**, along the easterly line of said 1.34 acre tract to a point, the westerly line of said 11.84 acre tract to the northeast corner of a 0.04 acre tract conveyed to The City of Lancaster in Deed Volume 1376, Page 2340, and the northwest corner of a 0.04 acre tract conveyed to The City of Lancaster in Deed Volume 1384, Page 1396;

Thence, **South 85° 47' 05" West, 63.43 feet**, along a southerly line of said 1.34 acre tract, the northerly line of said 0.04 acre tract to a point in an easterly property line of said 1.23 acre tract, to the northwest corner of said 0.04 acre tract, and also being the **Point of Beginning** for the herein described 0.036 acre easement;

Thence, **South 14° 34' 10" West, 12.07 feet**, along a easterly line of said 1.23 acre tract, and the westerly line of said 0.04 acre tract to the northeast corner of a 0.05 acre tract conveyed to The City of Lancaster in Deed Volume 1380, Page 1808;

Thence, **South 85° 40' 31" West, 38.23 feet**, along a southerly line of said 1.23 acre tract and the northern line of said 0.05 acre tract to a point;

Thence crossing said 1.23 acre tract, the following two courses:

North 10° 16' 29" East, 40.41 feet to an point;

North 85° 57' 36" East, 41.35 feet to a point in the easterly line of said 1.23 acre tract and the westerly line of said 1.34 acre tract;

Thence, **South 14° 34' 10" West, 29.04 feet** along said easterly line of said 1.23 acre tract to the **Point of Beginning**, and containing 0.036 acres easement more or less, according to a survey by Verdantas in November of 2023.

The bearings in the above description are based on Ohio State Plane Coordinate System, South Zone, NAD83.

Subject to all valid and existing easements, restrictions and conditions of record.



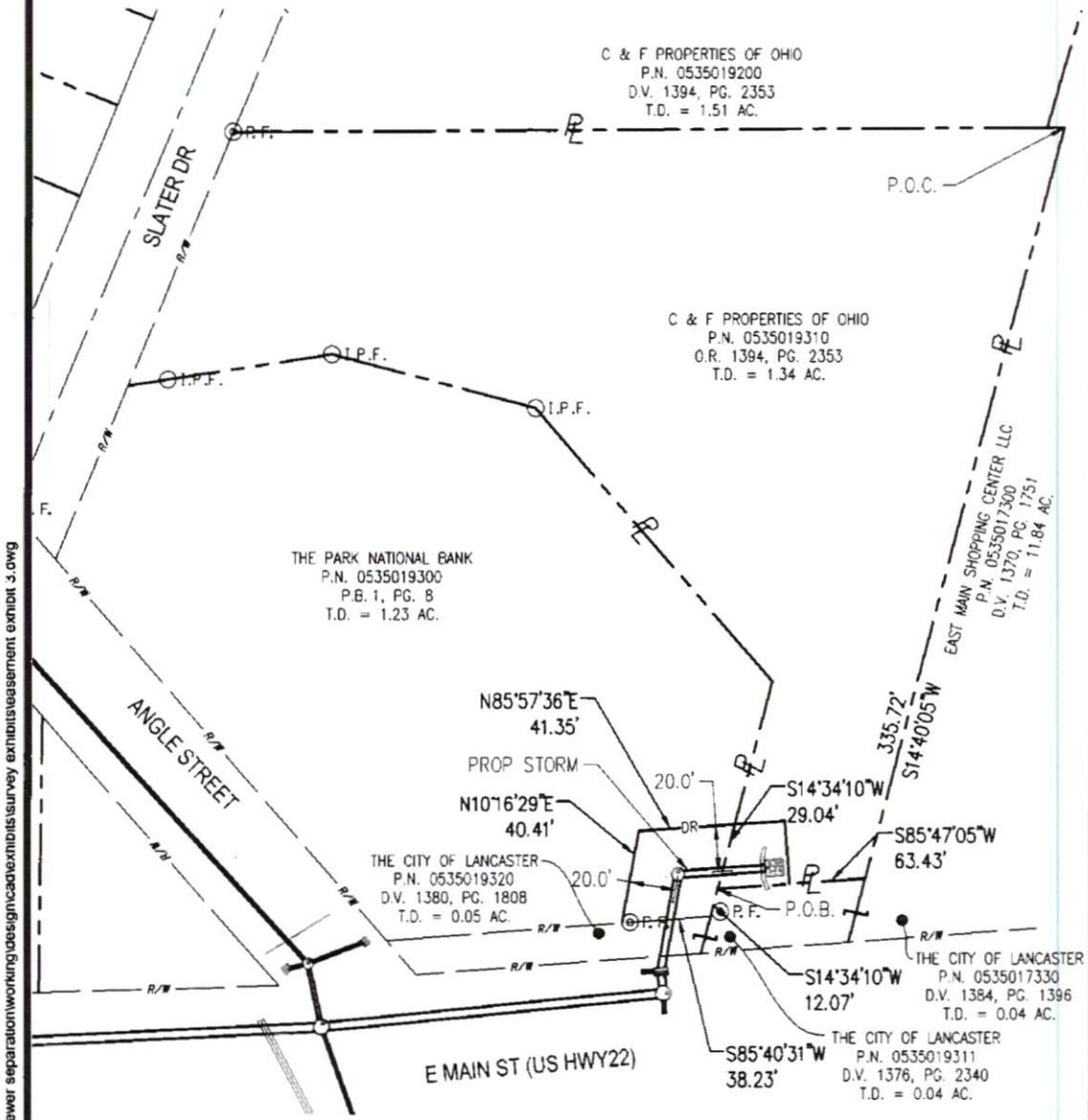

Kevin T. Blaine, P.S.
Reg. Surveyor #7830



EXHIBIT A 0.036 ACRE DRAINAGE EASEMENT

THE PARK NATIONAL BANK

SITUATED IN THE STATE OF OHIO, COUNTY OF FAIRFIELD,
CITY OF LANCASTER, BEING PART OF OUTLOT 8 IN
BANK SUBDIVISION, PLAT BOOK 1, PAGE 8



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THE BASIS OF BEARINGS IS THE
OHIO STATE PLANE COORDINATES
SYSTEM, SOUTH ZONE, NAD83(2011).



Kevin T. Blaine
KEVIN T. BLAINE P.S. 7830

LEGEND

- ROAD RIGHT OF WAY
- ROAD CENTERLINE
- DRAINAGE EASEMENT
- 3/4" IRON PIPE FOUND
- IRON PIN FOUND



DATE:	5-10-2024
PROJECT NO.	15099
SCALE:	1"=60'
DESIGNED BY:	MRO
DRAWN BY:	MRO
CHECKED BY:	KTB

1555 EAST MAIN STREET
NEWARK, OHIO 43055
TEL. 740-344-5451 FAX 614.360.0023

SHEET: **1 OF 1**