

TEMPORARY ORDINANCE NO. 48-25

PERMANENT ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT AN EASEMENT
FOR ACCESS TO THE CLOSED COUNTY INFIRMARY CEMETERY ON
PARCEL NO. 0533181110 AND TO DECLARE AN EMERGENCY

WHEREAS, the Lancaster Department of Transportation is responsible for mowing
and taking care of all city cemetery properties; and

WHEREAS, Parcel 0533181110, which is a closed cemetery with no road frontage,
is currently being accessed from Parcels 0533800510 and 0533181100 which belong to Mr.
Adam Kimmell; and

WHEREAS, Mr. Kimmell has graciously offered to give the City an easement to
access the County Infirmary Cemetery for mowing and care in perpetuity; 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 accept an Access Easement for
the City from the Grantor, to execute all documents necessary to complete said easement, and to
pay any costs associated with the recording thereof.

SECTION 2. The Access Easement attached hereto as Exhibit A, is 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
this easement and any 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. This ordinance is declared to be an emergency measure necessary for the
immediate preservation of the public peace, health, safety, and welfare of the City and its
inhabitants and for the further reason that this ordinance is necessary for the Lancaster Department
of Transportation to continue to access and maintain the closed cemetery owned by the City;
wherefore, this ordinance shall be in full force and effect immediately upon its passage and
approval by the Mayor.

Passed: _____ after _____ reading. Vote: Yeas _____ Nays _____

Approved: _____

President of Council

Clerk: _____

Mayor

Offered by: _____

Second by: _____

Requested by Public Works Committee

I, Anitra Scott, Clerk of Council do hereby certify that on _____, 2025 in the Lancaster Eagle Gazette published the summary of this ordinance in accordance with Ohio Revised Code 731.24.

Clerk of Council



ACCESS EASEMENT
FROM
ADAM M. KIMMELL
TO
CITY OF LANCASTER, OHIO,
AN OHIO MUNICIPAL CORPORATION

Know all men by these presents, that Adam M. Kimmell (hereinafter "Grantor"), whose tax mailing address is Ady Gaddis, 798 Lodge Dr, Indianapolis, IN 46231, does hereby grant to the City of Lancaster, Ohio (hereinafter referred to as "Grantee"), a municipal corporation with offices located at 104 East Main Street, Lancaster, Ohio, a perpetual and nonexclusive Access Easement (hereinafter "Easement") on, over, and across portions of Parcels 0533800510 and Parcel 0533181100 (both parcels hereinafter referred to together as "Property") as described in the attached Exhibits A (Legal Description) and B (Plat), copies of which are attached hereto and incorporated herein, for the purpose of ingress and egress to the County Infirmary Cemetery (hereinafter "Cemetery") on Parcel 0533181110 to maintain, mow, prune, trim, treat, clean, clear, and otherwise take appropriate measures to care for the land, trees, and any monuments or structures within the Cemetery.

The rights conveyed to Grantee by the terms of this Easement are the full and complete use of the Property, including all paved areas and unpaved areas, for vehicular access by Grantee, its employees, permitted assignees, agents, and/or contractors needing ingress or egress through the Property insofar as necessary to access the Cemetery for the purposes of maintaining, mowing, pruning, trimming, treating, cleaning, clearing, and otherwise caring for the land, trees, and any monuments or structures within the Cemetery. Pursuant to this Easement, vehicular access includes use by cars, trucks, and/or any equipment/machinery necessary to perform the work described above within the Cemetery. Nothing herein shall limit or condition the Grantor's right to use the Property so long as it does not unreasonably interfere with the Grantee's use of the Easement for ingress and egress to the Cemetery for the purposes stated above.

If, while exercising the rights conveyed by this Easement, the Grantee causes damage to the Property, Grantee shall repair and restore the Property, to the extent its operations caused the damage, with the exception of trees felled or vegetation removed for necessary access, to an equal or better condition than the condition it was in prior to the access. If Grantor is aware of damage caused to the Property by the Grantee, Grantor shall notify the Grantee in writing via certified mail, return receipt requested, to the address set forth in the first paragraph of this Easement, or to such address as the Grantee may designate from time to time by giving written notice to the Grantor. If Grantee shall fail to repair the damage as set forth above, and if such damage shall continue for more than sixty (60) days after Grantor gives notice thereof to Grantee, then the Grantor shall have the right to perform such repairs, and the Grantee shall reimburse Grantor for the reasonable costs incurred as the result thereof within thirty (30) days following receipt of invoice.

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, or the 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.

The terms and conditions of this Easement shall constitute a covenant running with the land, subject to any and all matters of record which affect title to the Property.

This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof and the parties do not rely upon any statement, promise, or representation not contained herein. This Easement may be amended only by an instrument in writing signed by the parties hereto. This Easement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This Easement is governed by the laws of the State of Ohio and any litigation related to or in connection with this Easement shall be brought only in either the Municipal or Common Pleas Courts located in Fairfield County, Ohio and in no other state or federal court.

Grantor claims title by instrument of record in deed volume 1815, page 3790, of the records of the office of the Fairfield County Recorder.

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

_____ day of _____, 2025.

Grantor:

Adam M. Kimmell, Property Owner

State of Ohio
Fairfield County SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Adam M. Kimmell, 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 this

_____ day of _____, 20____.

(Name)
Notary Public, State of Ohio
My commission expires _____

Grantee:

City of Lancaster, Ohio
An Ohio Municipal Corporation

Don McDaniel, Mayor

State of Ohio
Fairfield County SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Don McDaniel, who acknowledged that he did sign the foregoing instrument on behalf of the City of Lancaster and that the same is his, and the City's, free act and deed.

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

_____ day of _____, 20____.

Shannon Seesholtz
Notary Public, State of Ohio
My commission expires _____

This instrument prepared by: Stephanie L. Hall (0082045), Law Director & City Prosecutor, City of Lancaster, Ohio; Address: 136 W. Main Street, P.O. Box 1008, Lancaster, Ohio 43130; Phone: (740) 687-6616 x 3016; Email: slhall@lancasterohio.gov