

TEMPORARY RESOLUTION NO. 80-13

PERMANENT RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR OR HIS
DESIGNEE TO EXECUTE DOCUMENTS AND TO HEREBY ACCEPT CANAL
LAND FROM THE STATE OF OHIO

WHEREAS, the City utilizes the parcel in question for green space, staging areas,
City utility infrastructure and City Bike Trail; and

WHEREAS, the City desires to have control of the property in perpetuity;

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

SECTION 1. The Service-Safety Director or his designee is hereby authorized to
execute all documents necessary to facilitate the transfer of canal land described in Exhibit A
to the City of Lancaster which City Council hereby accepts.

SECTION 2. That this resolution shall take effect and be in force from and after
the earliest period allowed by law.

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

Date Approved: _____

Clerk: _____

President of Council

Offered by: _____

Mayor

Second by: _____

Requested by Water/Water Pollution Committee

AGREEMENT TO TRANSFER CANAL LANDS

This AGREEMENT, made and entered into pursuant to R.C. 1501.01, 1520.02, and 1541.01, by and between the State of Ohio, Department of Natural Resources, the Grantor, whose mailing address is 2045 Morse Road, Building C-4, Columbus, Ohio 43229, and the City of Lancaster, whose mailing address is 123 East Chestnut Street, P.O. Box 1008, Lancaster, OH 43130, hereinafter individually and collectively referred to as the Grantee.

WITNESSETH, THAT IN CONSIDERATION of the mutual benefits conferred and the mutual promises of the parties herein contained, the Grantor agrees to transfer and convey, and the Grantee agrees to accept, upon and under the provisions, terms, and conditions herein expressed, the following described premises:

Being that portion of the abandoned Ohio and Erie Canal lands situated in the State of Ohio, in Berne Township, and Fairfield County:

(See Attachments)

Further reference is made to the Hocking Canal Plat No. 7, being a plat of a part of the Bruce Daughtons Survey of the Hocking Canal lands on file in the office of the Ohio Department of Natural Resources at Columbus, Ohio.

The Grantee fully understands and agrees that the Grantor, at its sole discretion, may consider this Agreement null and void, with all obligations thereunder ceasing, in the event that the Grantee fails to execute and return this Agreement to the Grantor within forty-five (45) days of the Grantee's receipt of this Agreement.

The Grantee fully understands and agrees that the Governor's Deed from the Grantor will contain a reverter clause that states that the premises shall revert, vest in and become the property of the Grantor in the event that the premises are used for other than public ~~outdoor recreation~~ ^{use}.

State making change
5-11-13.

Upon receipt of the executed instrument according to the terms of this Agreement, the Grantor further agrees to convey said land to the Grantee by a properly executed Governor's Deed of Quit Claim. Said deed shall be delivered or mailed by the Auditor of State's Land Office.

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. The Grantee shall notify the County Auditor of this transfer as soon as practical after the date of receipt of deed.

The Grantee shall, at its expense, prepare a survey of the premises to be transferred. This survey shall meet all requirements for transferring and recording in said county and shall be subject to the approval of the Grantor.

Grantee, by signature on this document, 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 R. C. 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 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 premises, 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 the 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 TESTIMONY WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2013.

GRANTEE: City of Lancaster

BY: _____

STATE OF OHIO

COUNTY OF _____

Before me, a notary public in and for said County and State, personally appeared the above named _____ representing the City of Lancaster, who acknowledged that he/she 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 _____, Ohio, this ____ day of _____, 2013.

Notary

My Commission Expires: _____

GRANTOR

JAMES ZEHRINGER, Director
Ohio Department of Natural Resources

STATE OF OHIO
COUNTY OF _____

Before me, a notary public in and for said County and State, personally appeared the above named _____, _____, 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 _____, 2013.

Notary

My Commission Expires: _____

[Signatures continue on following page]

APPROVED:

GLEN COBB, Chief
Division of Parks and Recreations

DATE

MIKE DEWINE
Ohio Attorney General

JOHN R. KASICH, Governor
State of Ohio

DATE

DATE

This instrument prepared by: Gerald E. Dailey, Assistant Attorney General
sales/blankAgr



TOBIN-McFARLAND SURVEYING, INC.

Professional Land Surveyors

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

Description of 2.780 Acres

Situated in the State of Ohio, Fairfield County, Township 14 (Berne), Range 18, Section 7, City of Lancaster.

Being part of the 10.81 acre tract described in deed volume 226, page 139, to Producers Live Stock Co. Operative Association, and being more fully described as follows:

Beginning at a 5/8 inch rebar found on the south line of the Hocking Canal as shown on the Bruce Daughton Survey, sheet seven, said rebar is located North 86 degrees 31'56" East a distance of 33.00 feet, South 03 degrees 28'04" East a distance of 33.27 feet and North 86 degrees 07'34" East a distance of 81.87 feet from a 3/4 inch iron pipe found in a monument box at the centerline of right-of-way intersection of Canal Street (66') and Maple Street (66'), said pipe also being 12.50 feet left of canal transit line station 507+22;

thence with the south line of the canal North 86 degrees 07'34" East a distance of 771.44 feet to a 5/8 inch rebar set on the westerly line of the Chesapeake & Ohio Railway (formerly the Hocking Valley Railroad Company);

thence with the line of said railway along a curve to the right having a radius of 1866.202 feet, central angle of 02 degrees 01'26", and a chord bearing South 40 degrees 09'12" East a distance of 65.91 feet to a point in the Hocking River;

thence with the Hocking River South 67 degrees 39'16" West a distance of 597.85 feet to a point on the easterly right-of-way line of Maple Street as established by a 1987 survey for re-alignment;

thence with said right-of-way line the following five (5) courses:

- (1) South 73 degrees 21'27" West a distance of 33.97 feet to a point;
- (2) North 53 degrees 12'56" West a distance of 111.22 feet to a 5/8 inch rebar set;
- (3) North 31 degrees 24'51" West a distance of 53.85 feet to a 5/8 inch rebar set;
- (4) North 49 degrees 22'19" West a distance of 155.12 feet to a 5/8 inch rebar set;
- (5) North 20 degrees 39'37" East a distance of 23.22 feet to the point of beginning, containing 2.780 Acres.

Bearings are based on an assumed meridian and are used to denote angles only. Rebars set are 5/8 inch by 36 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 May of 2006 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.



Rodney McFarland 5/17/06
Rodney McFarland, P.S.
May 17, 2006

EXHIBIT
C-4
1.211

TOBIN-McFARLAND SURVEYING, INC.



Professional Land Surveyors

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

Description of 1.211 Acres

Situated in the State of Ohio, Fairfield County, Township 14 (Berne), Range 18, Section 7, City of Lancaster.

Being part of the abandoned Hocking Canal as shown on the Bruce Daughton Survey, sheet seven, and being more fully described as follows:

Beginning at a mag nail set, said mag nail is located North 86 degrees 31'56" East a distance of 33.00 feet and North 03 degrees 28'04" West a distance of 26.72 feet from a 3/4 inch iron pipe found in a monument box at the centerline of right-of-way intersection of Canal Street (66') and Maple Street (66'), said pipe also being 12.50 feet left of canal transit line station 507+22;

thence North 85 degrees 46'25" East, passing a 5/8 inch rebar set at 30.00 feet, a total distance of 801.15 feet to a 5/8 inch rebar set on the westerly line of the Chesapeake & Ohio Railway (formerly the Hocking Valley Railroad Company);

thence with the line of said railway along a curve to the right having a radius of 1866.202 feet, central angle of 02 degrees 32'57", and a chord bearing South 42 degrees 26'23" East a distance of 83.02 feet to a 5/8 inch rebar set on the south line of the canal;

thence with the south line the canal South 86 degrees 07'34" West, passing a 5/8 inch rebar found at 771.44 feet and a mag nail set at 853.31 feet, a total distance of 862.31 feet to a mag nail set;

thence North 03 degrees 28'04" West a distance of 111.00 feet to a 5/8 inch rebar set;

thence North 87 degrees 11'20" East a distance of 9.00 feet to a 5/8 inch rebar set;

thence South 03 degrees 28'04" East a distance of 50.85 feet to the point of beginning, containing 1.211 Acres.

Bearings are based on an assumed meridian and are used to denote angles only. Rebars set are 5/8 inch by 36 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 May of 2006 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Rodney McFarland 5/24/06

Rodney McFarland, P.S.
May 24, 2006

