

LANCASTER CITY COUNCIL  
LANCASTER, OHIO

SEPTEMBER 9, 2024

REGULAR MEETING CONVENES  
PRAYER  
CALL TO ORDER  
PLEDGE OF ALLEGIANCE  
ROLL CALL  
READING AND DISPOSING OF THE JOURNAL  
REPORTS OF CITY OFFICIALS  
COMMUNICATIONS  
SPECIAL PRESENTATION AND AWARDS  
PETITIONS AND MEMORIALS  
PERMISSION OF VOTERS AND TAXPAYERS TO ADDRESS COUNCIL  
REPORTS OF STANDING COMMITTEES  
REPORTS OF SPECIAL COMMITTEES  
PUBLIC HEARINGS  
READING OF RESOLUTIONS

**THIRD READING**

- |                 |  |
|-----------------|--|
| Temp Res #85-24 | A RESOLUTION TO APPROPRIATE FROM THE UNENCUMBERED BALANCE AND TO AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE GENERAL FUND (1001) TO FUND THE CITY'S ANNUAL CONTRIBUTION TO THE FAIRFIELD COUNTY DOG SHELTER<br><b>Finance (Wolfinger/Ailes) (3 Readings)</b>  |
| Temp Res #86-24 | A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT FOR CONSTRUCTION OF THE BOVING ROAD, SOUTH BROAD STREET AND HAMBURG ROAD IMPROVEMENT PROGRAM-PAVING PROJECT<br><b>Public Works (Tener/Luchtenberg) (3 Readings)</b>  |
| Temp Res #87-24 | A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO APPLY FOR A GRANT THROUGH THE OHIO PUBLIC WORKS COMMISSION TO FUND THE ARBOR VALLEY DRIVE REHABILITATION PROJECT<br><b>Public Works (Tener/Crites) (3 Readings)</b>   |
| Temp Res #88-24 | A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ENTER INTO DESIGN/PRECONSTRUCTION SERVICES CONTRACTS WITH VARIOUS CONSULTANTS FOR THE EAST MAIN STREET IMPROVEMENT PROJECT, PID 122006, TO APPROPRIATE FROM THE UNENCUMBERED BALANCE, AND TO AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE GENERAL FUND (1001)<br><b>Public Works (Tener/Luchtenberg) (3 Readings)</b> |
| Temp Res #89-24 | A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN ENGINEERING AGREEMENT FOR CONSTRUCTION ADMINISTRATION   |

AND INSPECTION SERVICES FOR THE EAST MAIN STREET SEWER SEPARATION AND ANN COURT DRAINAGE IMPROVEMENTS PHASE 1 PROJECT  
**Water/WPC (Wing/Ailes) (3 Readings)**

Temp Res #90-24 A RESOLUTION TO AUTHORIZE THE SERVICE-SAFETY DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT TO CONSTRUCT THE EAST MAIN STREET SEWER SEPARATION AND ANN COURT DRAINAGE IMPROVEMENTS PHASE 1 PROJECT  
**Water/WPC (Wing/Tener) (3 Readings)**

Temp Res #91-24 A RESOLUTION TO INCREASE RECEIPTS IN FUND 8058 VIOLET TWP-CITY OF LANCASTER JEDD, AMEND THE CERTIFICATE OF OTHER SOURCES WITH THE COUNTY AUDITOR, AND APPROPRIATE FROM THE UNENCUMBERED BALANCE AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE VIOLET TWP-CITY OF LANCASTER JEDD FUND (8058) AND INCOME TAX FUND (2016)  
**Finance (Wolfinger/Ahlers) (3 Readings)**

Temp Res #92-24 A RESOLUTION TO AUTHORIZE THE CITY OF LANCASTER TO APPLY FOR A .GOV DOMAIN MIGRATION GRANT, A CYBERSECURITY SOFTWARE AND SERVICES GRANT, AND TO EXECUTE CONTRACTS AS REQUIRED  
**Admin Services (Luchtenberg/Bizjak) (3 Readings)**

Temp Res #93-24 A RESOLUTION TO AUTHORIZE DISPENSING WITH COMPETITIVE BIDDING FOR THE PURCHASE OF REAGENTS FOR THE AU480 DRUG TESTING ANALYZER AT THE MUNICIPAL COURT DUE TO A SOLE SOURCE PROVIDER  
**Law (Crites/Wolfinger) (3 Readings)**

**SECOND READING**

Temp Res #96-24 A RESOLUTION TO AMEND THE CERTIFICATE OF OTHER SOURCES AND APPROPRIATIONS, INCREASE RECEIPTS AND APPROPRIATE FROM THE UNENCUMBERED BALANCE IN THE POLICE & FIRE LEVY FUND 2047  
**Safety (Bizjak/Tener) (3 Readings)**

Temp Res #97-24\* A RESOLUTION TO AUTHORIZE THE SERVICE SAFETY DIRECTOR TO ENTER INTO A CONTRACT FOR CONSTRUCTION OF THE TIKI LANE BOOSTER STATION IMPROVEMENT PROJECT  
**Water/WPC (Wing/Ailes) (2 Readings)**

Temp Res #98-24 A RESOLUTION TO AUTHORIZE THE SERVICESAFETY DIRECTOR TO ENTER INTO A CONTRACT FOR CONSTRUCTION OF THE SOUTH WATER PLANT CONCENTRATE BOOSTER PUMPS PROJECT  
**Water/WPC (Wing/Tener) (3 Readings)**

Temp Res #99-24\* A RESOLUTION TO APPROPRIATE FROM THE

UNENCUMBERED BALANCE IN THE ENGINEERING FUND (1900) FOR ADDITIONAL AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE GENERAL FUND (1001) FOR UNEXPECTED COSTS RELATED TO STAFFING CHANGES AND THE ADDITION OF AN ADMINISTRATIVE ASSISTANT POSITION IN THE ENGINEERING DEPARTMENT

**Admin Services (Luchtenberg/Wolfinger) (2 Readings)**

**FIRST READING**

NONE

**READING OF ORDINANCES**

**THIRD READING**

Temp Ord #27-24

AN ORDINANCE TO ACCEPT THE FINAL PLAT FOR THE TIMBERTOP SUBDIVISION

**Code and Zoning (Ahlers/Hoop) (3 Readings)**

**SECOND READING**

Temp Ord #28-24

AN ORDINANCE TO AMEND PERMANENT ORDINANCE 33-23, THE NON-UNION PAY ORDINANCE

**Admin Services (Luchtenberg/Bizjak) (2 Readings)**

Temp Ord #30-24

AN ORDINANCE (I) AUTHORIZING THE CITY OF LANCASTER, OHIO (THE "CITY") TO ENTER INTO AN AMENDMENT TO A NATURAL GAS SUPPLY AGREEMENT, A TAX CERTIFICATE OR TAX REGULATORY AGREEMENT, A BOND PURCHASE AGREEMENT, AND A CONTINUING DISCLOSURE AGREEMENT OR COMMITMENT, ALL AS NECESSARY, AND ANY AND ALL OTHER AGREEMENTS THAT MAY BE DEEMED NECESSARY OR APPROPRIATE (THE "AGREEMENTS"); (II) AUTHORIZING THE USE OF CERTAIN FINANCIAL AND DEMOGRAPHIC INFORMATION OF THE CITY IN A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT AND CONTINUING DISCLOSURE IN CONNECTION WITH THE ISSUANCE OF REVENUE BONDS BY THE LANCASTER PORT AUTHORITY; AND (III) AUTHORIZING THE PAYMENT OF ALL NECESSARY PROFESSIONAL SERVICES RELATED TO THE AGREEMENTS, THE PRELIMINARY OFFICIAL STATEMENT, AND THE OFFICIAL STATEMENT, ALL FOR THE PURPOSE OF THE PURCHASE AND DISTRIBUTION OF NATURAL GAS BY THE CITY AND RELATED TO THE ISSUANCE OF REVENUE BONDS BY THE LANCASTER PORT AUTHORITY TO ASSIST THE CITY WITH ITS ACQUISITION OF A SUPPLY OF

NATURAL GAS, INCLUDING ADDITIONAL VOLUMES, FOR SALE TO THE CITY, AND TO DECLARE AN EMERGENCY.

**Finance (Wolfinger/Ailes) (3 Readings)**

Temp Ord #31-24

AN ORDINANCE TO AUTHORIZE THE SERVICE SAFETY DIRECTOR TO DISPENSE WITH COMPETITIVE BIDDING AND ENTER INTO A CONTRACT WITH THE FAIRFIELD COUNTY BOARD OF COMMISSIONERS FOR TYLER TECHNOLOGIES DISPATCHING AND RECORDS MANAGEMENT SOFTWARE FOR THE LANCASTER POLICE AND FIRE DEPARTMENTS, TO AUTHORIZE A THEN AND NOW CERTIFICATE FOR THOSE SERVICES, AND TO DECLARE AN EMERGENCY

**Safety (Bizjak/Tener) (2 Readings)**

**FIRST READING**

Temp Ord #32-24

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 5.0 +/- ACRES IN PLEASANT TOWNSHIP AND TO DECLARE AN EMERGENCY

**COW (Schoonover/Tener) (1 Reading)**

Temp Ord #33-24

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

**Water/WPC (Wing/Ailes) (3 Readings)**

**TABLED LEGISLATION**

NONE

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**ANNOUNCEMENT OF SCHEDULED MEETINGS**

**REGULARLY SCHEDULED CITY COUNCIL MEETINGS**

1. September 23<sup>rd</sup> at 6:30 p.m.
  - a. In Focus Presentation: City Planner
2. October 14<sup>th</sup> at 6:30 p.m.

**SPECIAL SCHEDULED MEETINGS**

1. Special Council Meeting – (Saturday) September 14<sup>th</sup> at 9:00 a.m. – City Hall 1897 Conference Room

**REGULARLY SCHEDULED COMMITTEE MEETINGS**

1. Administrative Services – September 18<sup>th</sup> at 8:00 a.m. – City Hall 1897 Conf Room
2. Finance – September 23<sup>rd</sup> at 6:00 p.m. – Council Chambers
3. Water/WPC – September 27<sup>th</sup> at 7:30 a.m. – City Hall 1897 Conference Room
4. Safety – October 4<sup>th</sup> at 8:00 a.m. – City Hall 1897 Conference Room

**READING OF BILLS**

**EXECUTIVE SESSION (if needed)**

**ADJOURNMENT**

TEMPORARY RESOLUTION NO. 97-24\*

PERMANENT RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO AUTHORIZE THE SERVICE SAFETY DIRECTOR TO ENTER INTO A CONTRACT FOR CONSTRUCTION OF THE TIKI LANE BOOSTER STATION IMPROVEMENT PROJECT

WHEREAS, the City needs to replace equipment in the Tiki Lane Booster Station;  
and

WHEREAS, the City advertised for bids to construct the project on July 19 and August 2, 2024, and bids were be publicly opened on ~~August 23, 2024~~ August 30, 2024; now, therefore,

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

SECTION 1. That the Service Safety Director is hereby authorized to execute a contract for the construction of the Tiki Lane Booster Station Improvement Project in an amount not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000.00).

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: \_\_\_\_\_

Offered by: \_\_\_\_\_

Second by: \_\_\_\_\_

Requested by Water/Water Pollution Control Committee

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Mayor

TEMPORARY RESOLUTION NO. 99-24\*

PERMANENT RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO APPROPRIATE FROM THE UNENCUMBERED BALANCE ~~IN THE ENGINEERING FUND (1900) FOR ADDITIONAL~~ AND AMEND THE CERTIFICATE OF APPROPRIATIONS WITH THE COUNTY AUDITOR IN THE GENERAL FUND (1001) FOR UNEXPECTED COSTS RELATED TO STAFFING CHANGES AND THE ADDITION OF AN ADMINISTRATIVE ASSISTANT POSITION ~~IN THE ENGINEERING DEPARTMENT~~

WHEREAS, Temporary Ordinance 28-24 authorizes the addition of an Administrative Assistant position in the Engineering Department; and

WHEREAS, the Engineering Department needs additional funds in its Salary/Admin, OPERS, Medicare, and Workers Compensation line items totaling Ten Thousand Eight Hundred Seventy-One Dollars and Thirty-Three Cents (\$10,871.33) to cover the expense for the additional position; now, therefore,

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

**SECTION 1.** That the City of Lancaster Auditor amend the Certificate of Appropriations with the County Auditor in the amount of Ten Thousand Eight Hundred Seventy-One Dollars and Thirty-Three Cents (\$10,871.33) in the General Fund (1001).

**SECTION 2.** That the City of Lancaster Auditor shall appropriate from the unencumbered balance in the following **expense** accounts:

1001.1900.51002, <del>Salaries/Admin Engineering</del> Salaries-Engineering	\$ 9,256.00
1001.1900.51050, <del>PERS—Engineering</del> Employer Pension	\$ 1,296.00
1001.1900.51053, <del>Medicare—Engineering</del> Employer Medicare	\$ 185.12
1001.1900.51055, Workers Compensation	\$ <u>134.21</u>
<b>TOTAL</b>	<b>\$10,871.33</b>

**SECTION 3.** This resolution shall take effect and be in force immediately upon its adoption and approval by the Mayor.

Passed: \_\_\_\_\_ after \_\_\_\_\_ reading. Vote: Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Date Approved: \_\_\_\_\_

\_\_\_\_\_  
President of Council

Clerk: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Offered by: \_\_\_\_\_

Second by: \_\_\_\_\_

Requested by Administrative Services Committee

TEMPORARY ORDINANCE NO. 33-24

PERMANENT ORDINANCE NO. \_\_\_\_\_

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: \_\_\_\_\_ after \_\_\_\_\_ reading. Vote: Yeas \_\_\_\_\_ Nays \_\_\_\_\_

Approved: \_\_\_\_\_

Clerk: \_\_\_\_\_

Offered by: \_\_\_\_\_

Second by: \_\_\_\_\_

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Mayor

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.



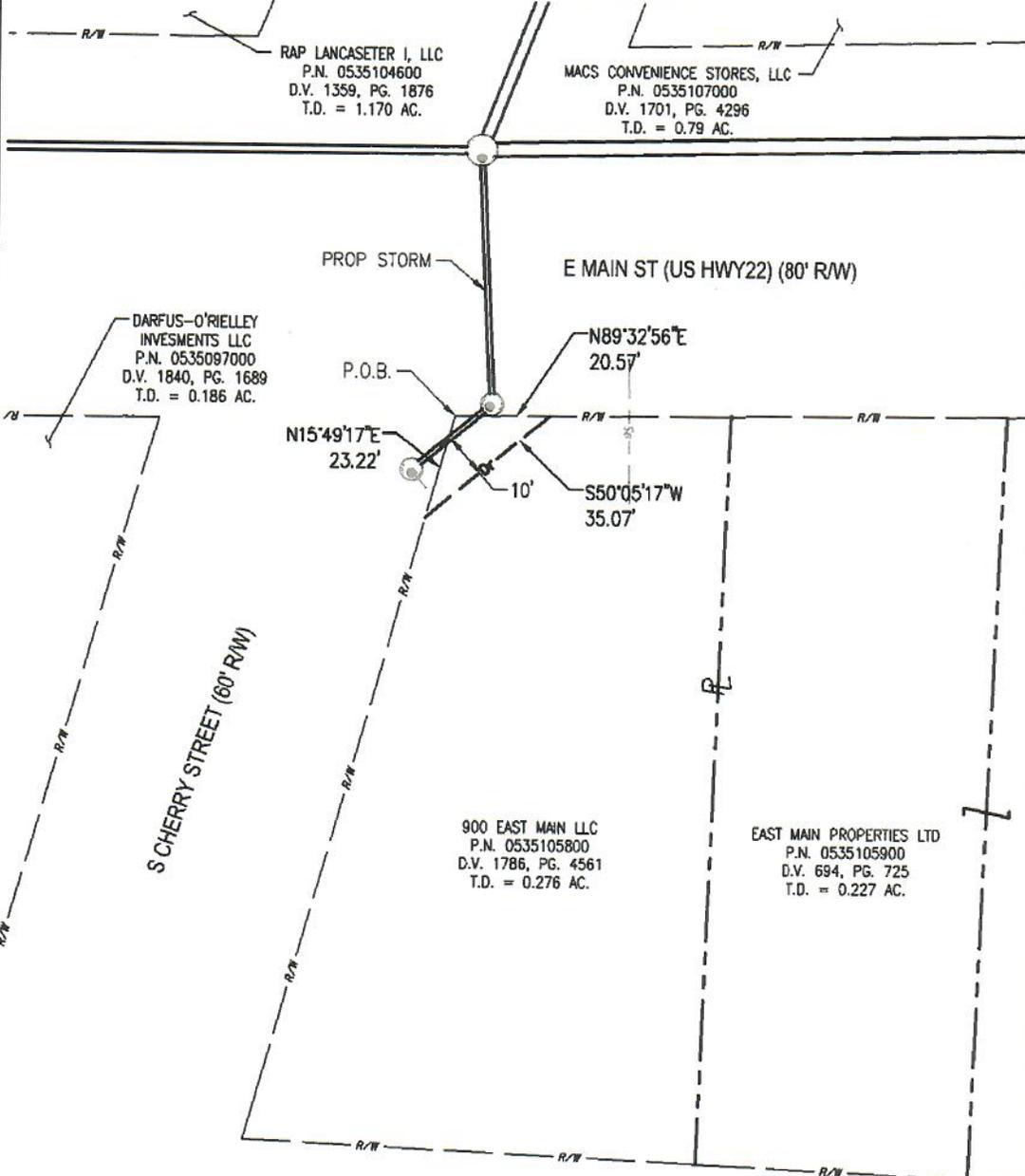
  
Kevin T. Blaine, P.S.  
Reg. Surveyor #7830



# 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



z:\project files\ka-l\lanca\stoh11\15099 - east main street sewer separation\working\design\cad\ext\stnsurvey\exhibit a.dwg

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

### LEGEND

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



*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

# 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:

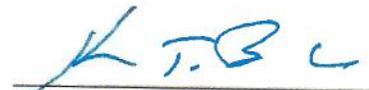
**North 85° 57' 36" East, 21.54 feet** to an point;

**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.



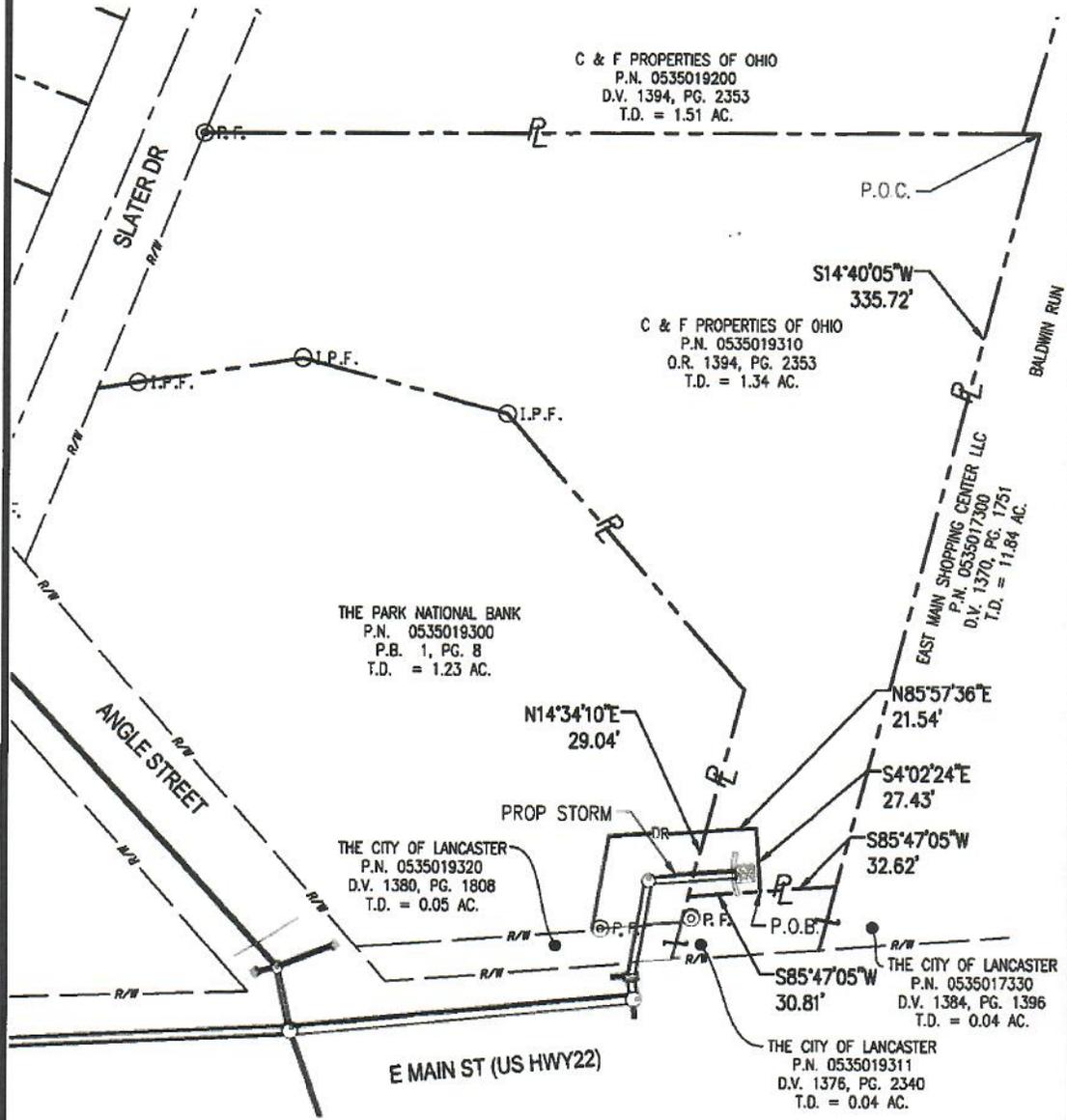
  
Kevin T. Blaine, P.S.  
Reg. Surveyor #7830



# 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



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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

# verdantas

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

SHEET:  
**1 OF 1**

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;

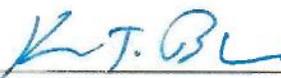
Thence leaving the north right of way line of said East Main Street, **North 35° 36' 21" East, 62.30 feet** to a point on the west right of way line of said Kanawha Road;

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.



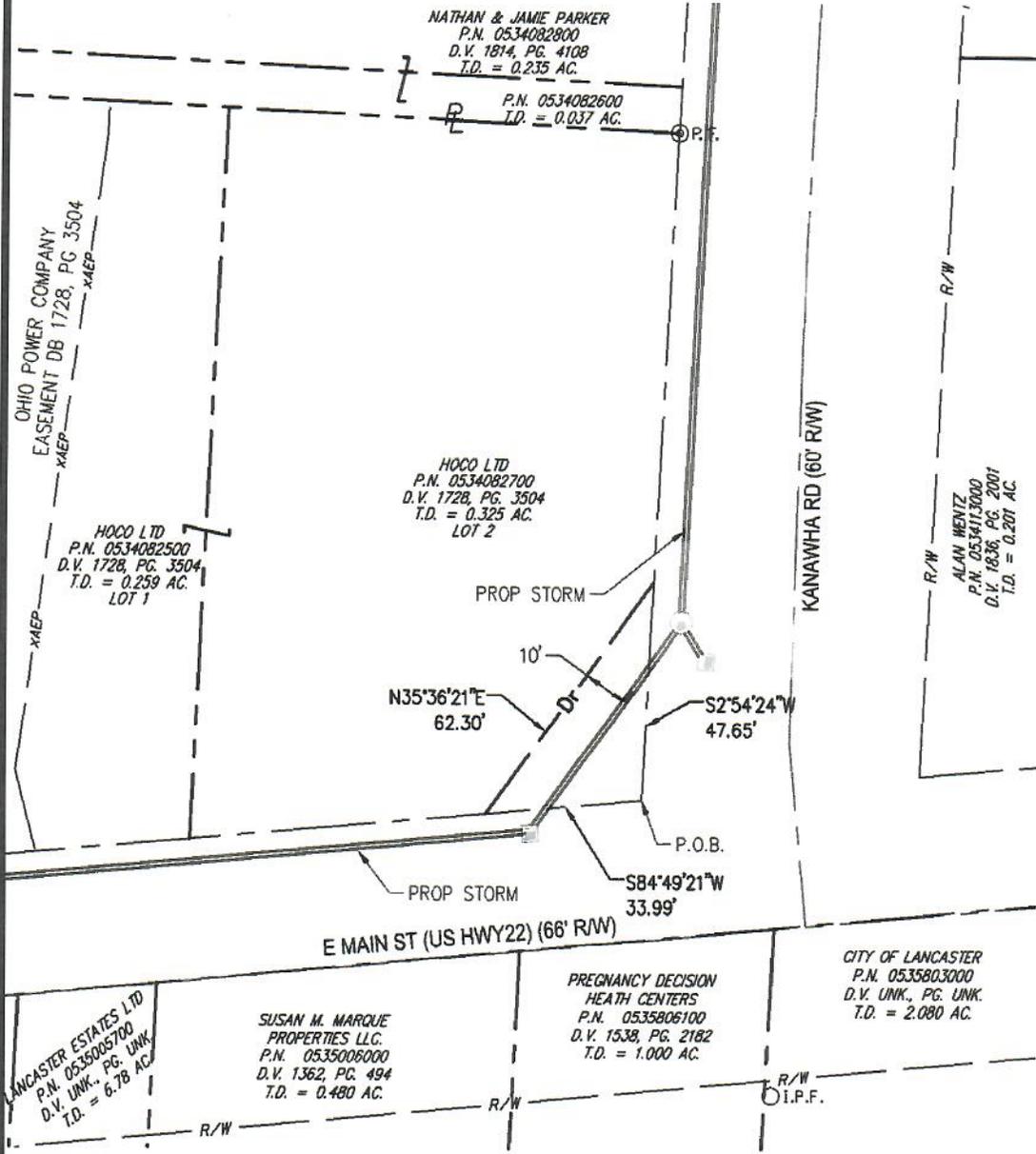
  
Kevin T. Blaine, P.S.  
Reg. Surveyor #7830



# 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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LANCASTER ESTATES LTD  
P.N. 0535005700  
D.V. UNK., PG. UNK.  
T.D. = 6.78 AC.

SUSAN M. MARQUE  
PROPERTIES LLC.  
P.N. 0535008000  
D.V. 1362, PG. 494  
T.D. = 0.480 AC.

PREGNANCY DECISION  
HEALTH CENTERS  
P.N. 0535806100  
D.V. 1538, PG. 2182  
T.D. = 1.000 AC.

CITY OF LANCASTER  
P.N. 0535803000  
D.V. UNK., PG. UNK.  
T.D. = 2.080 AC.

NATHAN & JAMIE PARKER  
P.N. 0534082800  
D.V. 1814, PG. 4108  
T.D. = 0.235 AC.

P.N. 0534082600  
T.D. = 0.037 AC.

HOCO LTD  
P.N. 0534082700  
D.V. 1728, PG. 3504  
T.D. = 0.325 AC.  
LOT 2

HOCO LTD  
P.N. 0534082500  
D.V. 1728, PG. 3504  
T.D. = 0.259 AC.  
LOT 1

ALAN HENTZ  
P.N. 0534113000  
D.V. 1836, PG. 2001  
T.D. = 0.201 AC.

### LEGEND

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



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



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**

KEVIN T. BLAINE P.S. 7830

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;

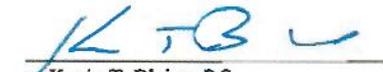
Thence, **North 33° 44' 23" West, 13.30 feet**, across said 0.143 acre tract, to a point on the southern right of way line of said East Wheeling Street;

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.



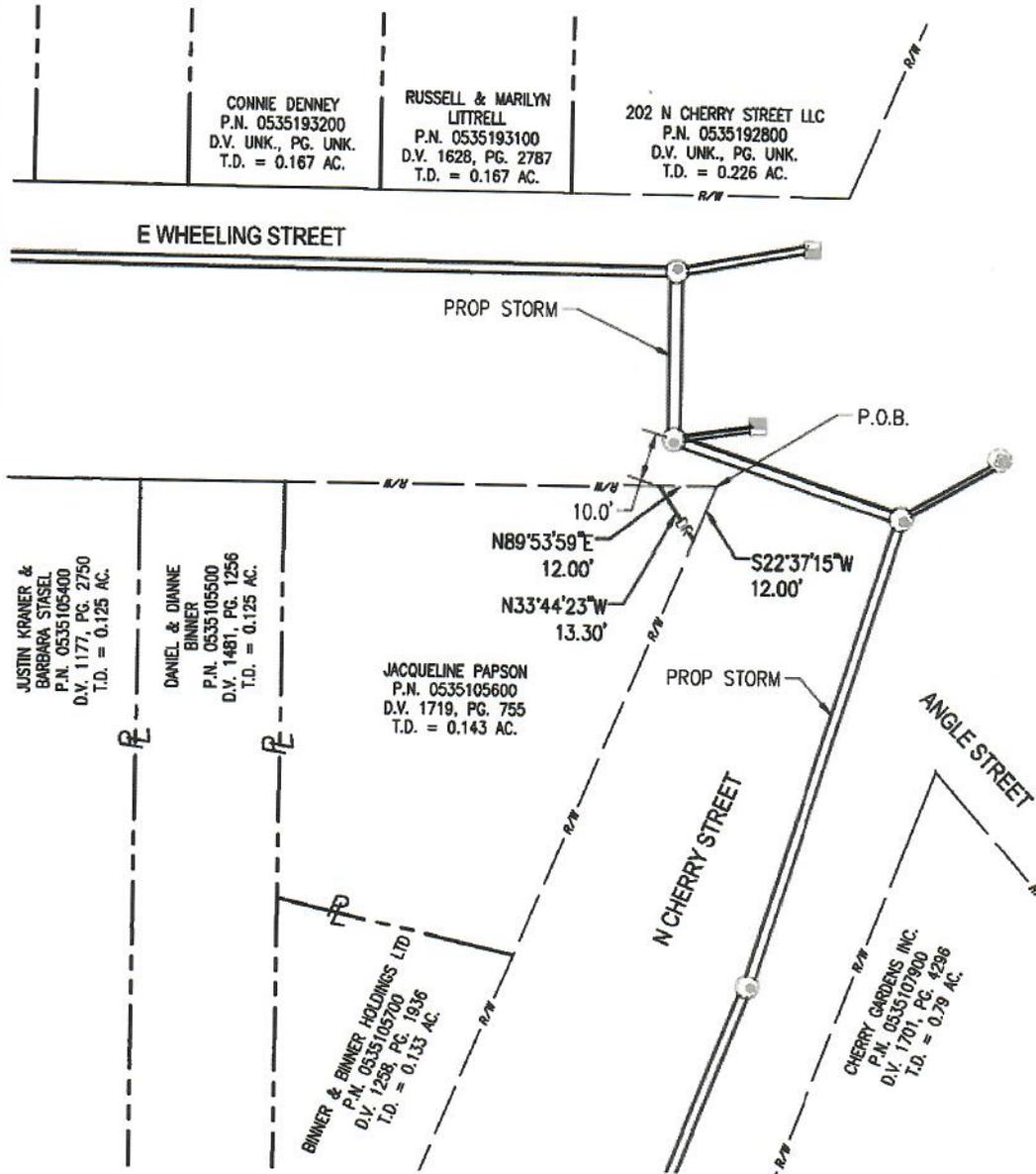
  
Kevin T. Blaine, P.S.  
Reg. Surveyor #7830



# 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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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"=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  
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 an 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



TEMPORARY ORDINANCE NO. 32-24

PERMANENT ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 5.0 +/- ACRES IN PLEASANT TOWNSHIP AND TO DECLARE AN EMERGENCY

WHEREAS, on June 5, 2024, the City of Lancaster was served with Petitioner's Petition for Annexation of 5.0 +/- acres from a 5.664 +/- parcel in Pleasant Township to the City; and

WHEREAS, City Council subsequently passed all necessary legislation to consent to and serve the annexed territory; and

WHEREAS, on July 9, 2024, the Fairfield County Board of County Commissioners unanimously passed Resolution 2024-07.09.b which granted the Petition to annex 5.0 +/- acres from Pleasant Township to the City of Lancaster; and

WHEREAS, the City wishes to finally accept this annexation; now, therefore,

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

SECTION 1. That the City of Lancaster hereby accepts the annexation of 5.0 +/- acres herein described in Exhibit A.

SECTION 2. That the City Engineer is hereby authorized to change the municipal corporation limits of the City accordingly.

SECTION 3. That Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

SECTION 4. 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 to further economic development and remediate the City's acute housing shortage; 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: \_\_\_\_\_

Clerk: \_\_\_\_\_

Offered by: \_\_\_\_\_

Second by: \_\_\_\_\_

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Mayor

Requested by Council of the Whole

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



**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;

Thence N 03°38'07" W, with a west line of said Tract 1 and an east line of said 0.577 acre tract, 41.7± feet to an angle point of said Tract 1 and the northeast corner of said 0.577 acre tract;

Thence S 85°17'06" W, with a south line of said Tract 1 and a north line of said 0.577 acre tract, 137.8± feet to a point on the common line of said 0.577 acre tract and said Tract 1, and being on the proposed easterly right-of-way line of Sheridan Drive (C.R. 56)(60' R/W);

Thence with the proposed easterly right-of-way line of Sheridan Drive (C.R. 56)(60' R/W) and across said Tract 1, the following three (3) courses and distances:

1. N 13°39'28" W, 399.4± feet to a point;
2. With a curve to the right, a central angle of 14°00'46", a radius of 1027.96 feet, an arc length of 251.4± feet, and a chord bearing and distance of N 06°39'05" W, 250.8± feet to a point;

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± feet, and a chord bearing and distance of  $N 1^{\circ}49'45'' E$ , 69.4± 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± feet to the Point of Beginning, containing 5.0± 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.

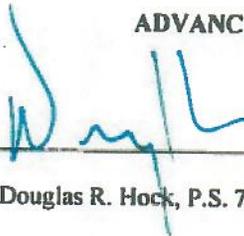
The total length of the annexation perimeter is 2,829± feet, of which 1043± feet are contiguous with existing City of Lancaster Corporation lines, being 37±% contiguous.

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.

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

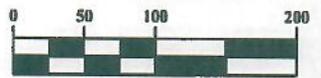
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S03°37'14"E	129.6'±
L2	N67°59'17"W	20.1'±
L3	N01°32'21"W	95.2'±
L4	N03°38'07"W	41.7'±

**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



Location Map - NTS

**GRAPHIC SCALE**



1 inch = 100 feet

Paul J. Shull, Trustee of the Paul J. Shull Revocable Living Trust & Clara L. Shull, Trustees 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  
(0.57 Ac.)  
11.45 Ac. (Total)  
P.N. 0270805000

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

This exhibit is created from information obtained from the Fairfield County Auditor's Office and the Fairfield County Recorder's Office. This exhibit is not to be used for the transfer of land.

Douglas R. Hock, P.S. 7661

Date:

Advanced Civil Design, Inc  
781 Science Boulevard, Suite 100  
Cahanna, OH 43230  
Phone 614-428-7750

Job No.: 23-0038-414  
Date: 05/08/2024



**POB**  
5.0± Ac.

S87°54'53"E 323.0'±  
b=2°41'40"  
R=1475.42'  
ArcL=89.4'±  
ChB=N1°48'45"E  
ChD=89.4'±

b=14°00'46"  
R=1027.98'  
ArcL=251.4'±  
ChB=N6°39'05"W  
ChD=250.8'±

Jared C. and  
Caitlin M. Lister  
I.N. 20230008234  
P.N. 0270036000

City of Lancaster  
Corporation Line  
Res. No: 2024-01.30.0  
Ord. No. 15-24  
Recorded in:  
I.N. 202400006164

Tract #2  
0.120 Ac.

S88°01'27"E  
57.0'±

S88°01'27"E  
150.3'±

Jeffrey L. Shull, Trustee of  
the Clara Louise Shull Revocable  
Trust and the Paul J. Shull  
Revocable Trust  
I.N. 202300014399  
Tract 1  
5.664 Ac.  
5.0± Ac.  
P.N. 0270035940

Jeffrey L. Shull, Trustee of  
the Clara Louise Shull Revocable  
Trust and the Paul J. Shull  
Revocable Trust  
I.N. 202300014399  
Tract 2  
16.269 Ac.  
P.N. 0534248400

P.N. 0270077300

Ariana Hayes  
I.N. 202100025179  
0.577 Ac.  
P.N. 0270035400

Tract #1  
0.22 Ac.

Tract #3  
0.18 Ac.

Mary L. Fox  
D.B. 397, Pg. 574  
D.B. 552, Pg. 195  
P.N. 0270035300

Cindy S. and Rodney Asbury  
I.N. 202100022476  
0.734 Ac.  
P.N. 0270035100