

TEMPORARY ORDINANCE NO. 23-21

PERMANENT ORDINANCE NO. 23-21

AN ORDINANCE TO ACCEPT AN EASEMENT NECESSARY TO CONSTRUCT, INSTALL, REPAIR, MAINTAIN, REBUILD, REPLACE, RELOCATE, OPERATE, INSPECT AND/OR REMOVE CITY SANITARY SEWER AND TO DECLARE AN EMERGENCY

WHEREAS, there exists a real and present need to accept said easement for the construction, installation, repair, maintenance, rebuilding, replacement, relocating, operation, inspection and/or removal of City sanitary sewer lines;

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

SECTION 1. The Service-Safety Director is hereby authorized to accept the following easement for sanitary sewer lines under terms and conditions substantially similar to Exhibit "A" attached hereto:

| <u>PROPERTY OWNER</u> | <u>PERMANENT EASEMENT</u> | <u>EXHIBIT</u> |
|-----------------------|---------------------------|----------------|
| Robert E. Ruble | +/- 0.311 Acres | A |

SECTION 2. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of this City and is required to be immediately effective to ensure economic development in a timely manner, wherefore this Ordinance shall be in full force and effect immediately upon its passage by City Council and approval by the Mayor.

Passed: 8/9/21 after 1st reading. Vote: Yeas 8 Nays 0

Approved: 8/9/21

Clerk: Jessica Lee Vandy

Offered by: Thomas A. James

Second by: Q. Hall

Requested by Water/Water Pollution Control Committee

David A. Ull
President of Council
David Scheffer
Mayor

EASEMENT FOR SANITARY SEWER
FROM
ROBERT E. RUBLE
TO
CITY OF LANCASTER, OHIO,
AN OHIO MUNICIPAL CORPORATION

Know all men by these presents, that as of the _____ day of _____, 2021, ROBERT E. KRUBLE, hereinafter referred to as Grantor, for good and valuable consideration to him 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 a sanitary sewer line and appurtenances in and along the property of said Grantor which property is 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, install, repair, maintain, rebuild, replace, relocate, and/or remove, a sanitary sewer line and appurtenances, and forever to have and to hold such right for the purposes and under the conditions herein set forth.

A legal description and a drawing, which shows the location of the easement on the property of Grantor, are attached hereto as Exhibit B.

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 sanitary sewer line and appurtenances.

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. Grantor reserves the right to construct, install, repair, maintain, rebuild, replace, relocate, and/or remove, storm sewer and other line(s) and appurtenances within the limits of the easements, and where practical and possible, lines shall cross at perpendicular angles to other Grantee pipes, so as to permit drainage to utilize the existing culvert intended for such purposes.



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.

This easement may be executed in any number of counterparts, all of which will be deemed an original and construed together as one document.

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 Grantor as may be reasonably necessary to construct and install within the right of way granted hereby the facilities contemplated by this grant. Upon completion of the construction, installation, repair, maintenance, rebuilding, replacing, relocating, and/or removing of said sewer, 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 sewer, with the exception of trees fell for necessary access.

The Grantee shall also have the right to use the private streets, roadways and paved areas within the developed tract insofar as necessary for the sole purpose to access the sewer 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 damaged paved area to the extent its operations caused the damage.

Grantor, claims title by instrument of record in Official Record 1706 Page 2515, of the records of the office of the Fairfield County Recorder's office.

(SIGNATURES ON FOLLOWING PAGES)

CITY OF LANCASTER, OHIO,
an Ohio municipal corporation

By: _____
Name: Paul D. Martin
Title: Service-Safety Director

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Paul D. Martin, the Service-Safety Director of THE CITY OF LANCASTER, OHIO, an Ohio municipal corporation, as authorized signer for said municipal corporation. This is an acknowledgement certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

Notary Public

This Instrument Prepared By:
Jill S. Tangeman, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, Ohio 43215
(614) 464-6232

Exhibit A

Legal Description of Grantor's Property

Exhibit B
Easement Area

**SANITARY SEWER EASEMENT
0.311 ACRE**

Situated in the State of Ohio, County of Fairfield, City of Lancaster, in Section 5, Township 14, Range 19, Congress Lands, being part of that 187.264 acre tract of land conveyed to Robert E. Ruble by deed of record in Official Record 1706, Page 2515, (all references are to the records of the Recorder's Office, Fairfield County, Ohio), and more particularly bounded and described as follows:

Beginning, for reference, at the northeasterly corner of that 10.000 acre tract conveyed to Vineyard Christian Fellowship of Lancaster by deed of record in Official Record 1414, Page 9, in the centerline of Whiley Road (Township Road #185);

Thence North $86^{\circ} 07' 44''$ West, crossing said Whiley Road, a distance of 20.00 feet to a point in the westerly right-of-way line of said Whiley Road;

Thence North $03^{\circ} 52' 16''$ East, with said westerly right-of-way line, a distance of 30.00 feet to the TRUE POINT OF BEGINNING for this description;

Thence crossing said 187.264 acre tract the following courses and distances:

North $86^{\circ} 07' 44''$ West, a distance of 45.00 feet to a point;

North $03^{\circ} 52' 16''$ East, a distance of 301.00 feet to a point; and

South $86^{\circ} 07' 44''$ East, a distance of 45.00 feet to a point in said westerly right-of-way line;

Thence South $03^{\circ} 52' 16''$ West, with said westerly right-of-way line, a distance of 301.00 feet to the TRUE POINT OF BEGINNING, containing 0.311 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

28 July 21

Matthew A. Kirk
Professional Surveyor No. 7865

Date

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**TEMPORARY CONSTRUCTION EASEMENT
0.311 ACRE**

Situated in the State of Ohio, County of Fairfield, City of Lancaster, in Section 5, Township 14, Range 19, Congress Lands, being part of that 187.264 acre tract of land conveyed to Robert E. Ruble by deed of record in Official Record 1706, Page 2515, (all references are to the records of the Recorder's Office, Fairfield County, Ohio), and more particularly bounded and described as follows:

Beginning, for reference, at the northeasterly corner of that 10.000 acre tract conveyed to Vineyard Christian Fellowship of Lancaster by deed of record in Official Record 1414, Page 9, in the centerline of Whiley Road (Township Road #185);

Thence North 86° 07' 44" West, crossing said Whiley Road, a distance of 20.00 feet to a point in the westerly right-of-way line of said Whiley Road;

Thence North 03° 52' 16" East, with said westerly right-of-way line, a distance of 30.00 feet to a point;

Thence crossing said 187.264 acre tract the following courses and distances:

North 86° 07' 44" West, a distance of 45.00 feet to the TRUE POINT OF BEGINNING for this description;

North 86° 07' 44" West, a distance of 45.00 feet to a point;

North 03° 52' 16" East, a distance of 301.00 feet to a point;

South 86° 07' 44" East, a distance of 45.00 feet to a point; and

South 03° 52' 16" West, a distance of 301.00 feet to the TRUE POINT OF BEGINNING, containing 0.311 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

28 July 21

Matthew A. Kirk
Professional Surveyor No. 7865

Date

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Evans, Mechtorf, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5890 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.9448
 emht.com

EASEMENT EXHIBIT

SECTION 5, TOWNSHIP 14, RANGE 19

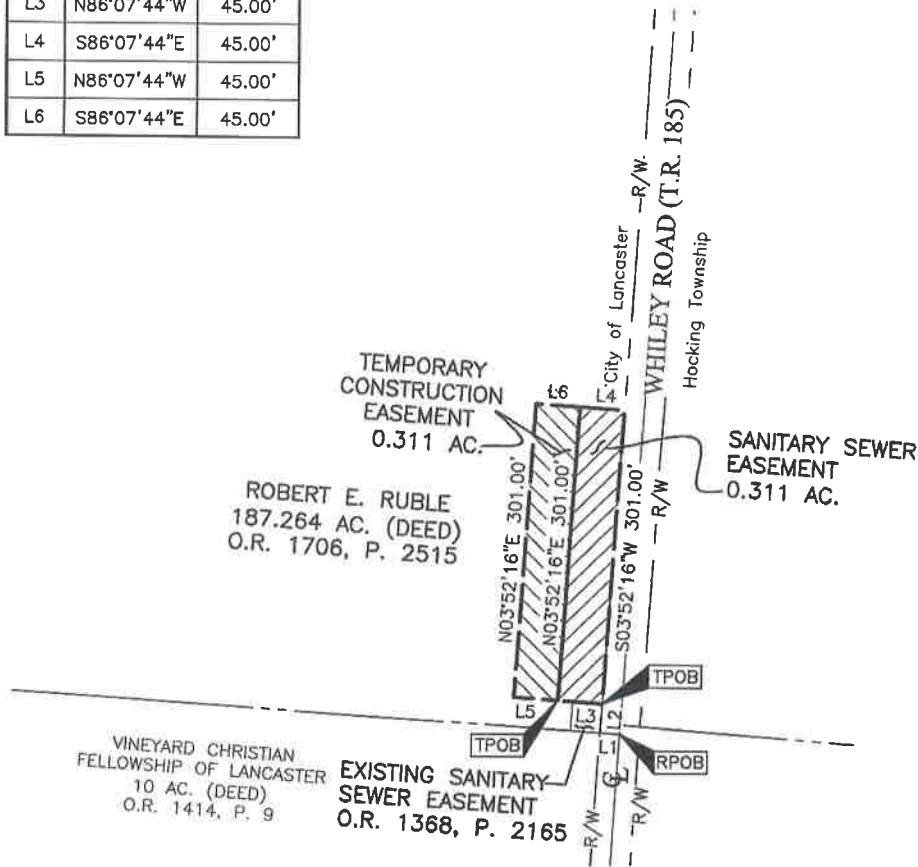
CONGRESS LANDS

CITY OF LANCASTER, COUNTY OF FAIRFIELD, STATE OF OHIO

Date: July 28, 2021 Scale: 1" = 150' Job No: 20201096 Sheet No: 1 of 1

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | N86°07'44"W | 20.00' |
| L2 | N03°52'16"E | 30.00' |
| L3 | N86°07'44"W | 45.00' |
| L4 | S86°07'44"E | 45.00' |
| L5 | N86°07'44"W | 45.00' |
| L6 | S86°07'44"E | 45.00' |

A:\20201096\DWG\04-SHEETS\EASEMENTS\20201096-NS-ESUR-SSUR-01.DWG plotted by CMAS, JACOB on 7/28/2021 7:38:53 AM
 Job No. 20201096



By Matthew A. Kirk Date 28 July 21
 Matthew A. Kirk
 Professional Surveyor No. 7865
 mkirk@emht.com