

RESOLUTION NO. 22-034

A RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES, TO TRANSFER CANAL LANDS

WHEREAS, the City of Canal Winchester desires to acquire a parcel of land owned by the State of Ohio for public purposes; and

WHEREAS, the City hereby finds and determines that acquiring the portion of abandoned Ohio and Erie Canal lands on the east side of Trine Street between East Waterloo Street and East Columbus Street will promote the welfare of the residents of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1. That the Mayor be and hereby is authorized and directed to sign the agreement to transfer canal lands substantially similar to Exhibit A which is attached hereto and made part hereof.

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

DATE PASSED 9-19-22



PRESIDENT OF COUNCIL

ATTEST 

CLERK OF COUNCIL



MAYOR

DATE APPROVED 9-20-22

APPROVED AS TO FORM:



LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3)

public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.



CLERK-TREASURER

AGREEMENT TO TRANSFER CANAL LAND

This AGREEMENT TO TRANSFER CANAL LAND (“Agreement”) made and entered into pursuant to R.C. 1501.01, 1520.02, and 1546.02, by and between the State of Ohio, Department of Natural Resources, hereinafter “the Grantor,” whose mailing address is 2045 Morse Road, Building E-2, Columbus, Ohio 43229, and the City of Canal Winchester, hereinafter “the Grantee,” whose mailing address is 45 East Waterloo Street, Canal Winchester, OH 43110.

WITNESSETH, THAT IN CONSIDERATION of the mutual promises of the parties herein contained, the Grantor agrees to transfer and convey the below described canal land that is part of the Ohio & Erie Canal for public purposes and Grantee agrees to accept the transfer, upon and under the provisions, terms, and conditions herein expressed, the following described canal land:

Being a remnant of the abandoned Ohio & Erie Canal situated in the State of Ohio, County of Franklin, City of Canal Winchester, and being approximately 0.3 acres of canal land as depicted and described in Exhibit A, attached and made a part hereof.

Further reference is made to Ohio & Erie Canal Plat No. 148, being a plat on file in the Office of Real Estate and Land Management, Ohio Department of Natural Resources in Columbus, Ohio.

Subject to any and all outstanding easements, rights, permits, right of ways, leases, and license agreements, including for the purposes of, but not limited to, the installation and maintenance of gas lines, water lines, sewers, telephone, telegraph and power transmission lines, which may have been granted by the Grantor, State of Ohio whether or not the same may be of record.

The Grantee shall, at Grantee’s expense, prepare a survey and legal description of the canal land to be transferred. This survey and legal description shall meet all requirements for the transferring and recording of property in Franklin County, including being pre-approved by the appropriate county offices, and shall be subject to the approval of the Grantor.

Upon receipt of the survey according to the terms of this Agreement, the Grantor agrees to convey said canal land to the Grantee by a properly executed Governor's Deed of Quit Claim. Said deed shall be delivered or mailed by the Grantor to the Grantee at the time of consummation and closing of this Agreement.

The Grantee shall transfer and record the Governor's Deed of Quit Claim with the County Auditor and the County Recorder, respectively, as soon as practicable, but no later than thirty (30) days after the date of receipt of the Governor's Deed of Quit Claim. 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. Following transfer and recordation with the County Auditor and County Recorder, respectively, the Grantee shall send a recorded copy of the Governor's Deed of Quit Claim to the Ohio Department of Natural Resources, Office of Real Estate, Building E-2, 2045 Morse Road, Columbus, OH 43229.

The Grantee, by signature on this Agreement, 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 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 must be signed by the Grantee and returned to Grantor on or before November 1, 2022 (hereinafter, “the Due Date”). If this Agreement is not returned by the Due Date, then this Agreement shall be null and void and the current transfer process shall be suspended and invalidated. Any further action on the transfer of the canal land by the State of Ohio shall require a new request and the transfer process will commence anew.

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 canal land 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 this 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 WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2022.

GRANTEE: CITY OF CANAL WINCHESTER

Michael Ebert, Mayor

STATE OF OHIO
COUNTY OF FAIRFIELD

Before me, a notary public in and for said County and State, personally appeared the above-named Michael Ebert, Mayor, representing the City of Canal Winchester, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony whereof, I have hereunto set my hand and official seal at _____,
Ohio, this ____ day of _____, 2022.

Notary

My Commission Expires: _____

GRANTOR
STATE OF OHIO

John Kessler, P.E., Chief
Office of Real Estate & Land Management
Designee for MARY MERTZ, Director
Ohio Department of Natural Resources
Date: _____

STATE OF OHIO
COUNTY OF FRANKLIN

Before me, a notary public in and for said County and State, personally appeared John Kessler, P.E., Chief of the Office of Real Estate & Land Management, designee for Mary Mertz, Director, 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 _____, 2022.

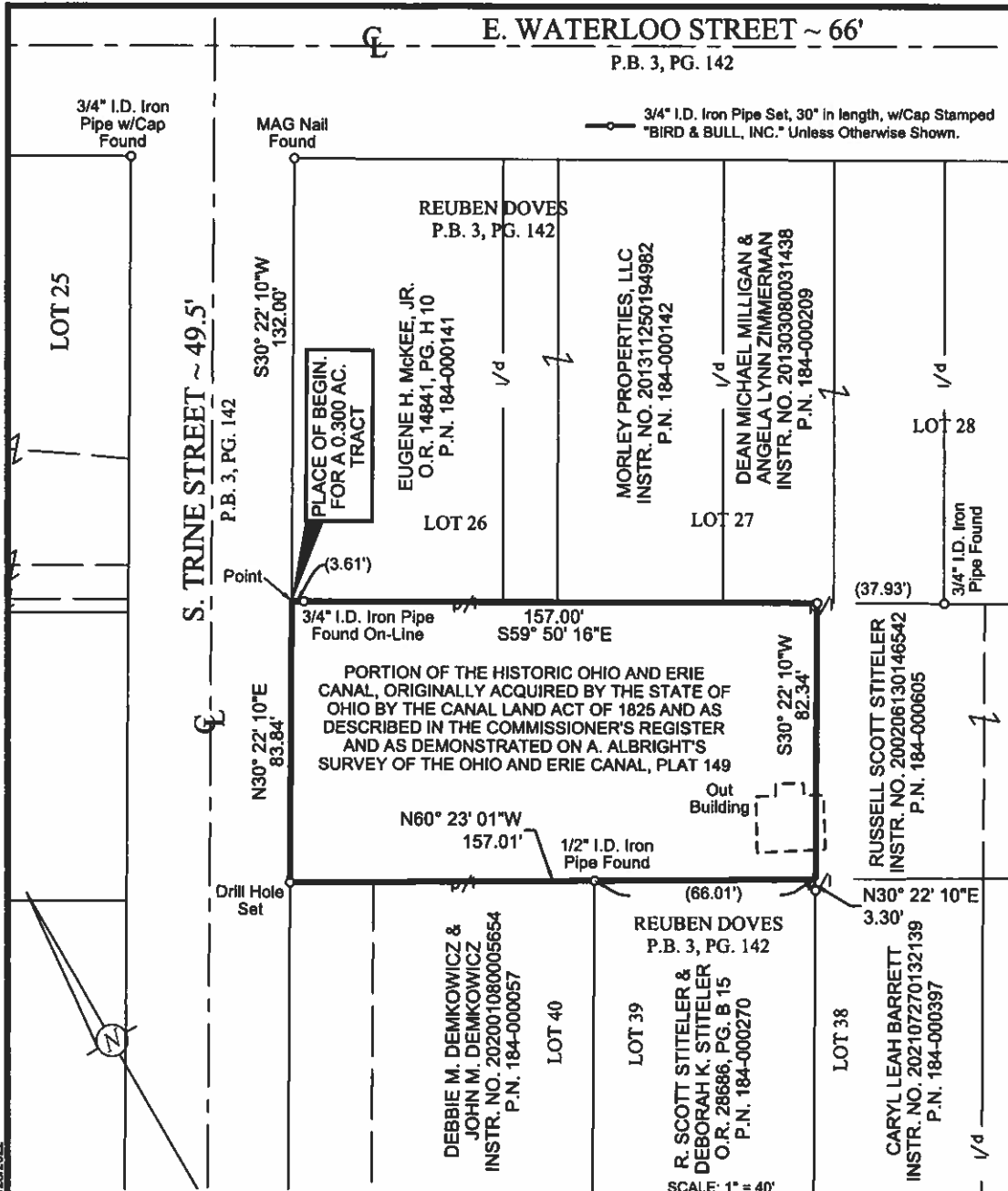
Notary
My Commission Expires: _____

APPROVED AS TO FORM:
DAVE YOST
OHIO ATTORNEY GENERAL

Assistant Attorney General

DATE

EXHIBIT A



BASIS OF BEARINGS: Basis of bearings is the centerline of S. Trine Street, being S 30° 22' 10" E, derived from VRS observations referencing monument, PID designation of AJ7184 and CORS_ID of COLB, Ohio South Zone, NAD 83 (2011 Adj.), and all other bearings are based upon this meridian.



**EXHIBIT OF A 0.300 AC. TRACT,
 SE FROM S. TRINE STREET, SW OF E. WATERLOO STREET,
 CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO
 (SEC. 30, T. 15 N., R. 20 W., CONGRESS LANDS)**

SCALE: 1" = 40'

FEBRUARY 16, 2022



V3 Companies, Ltd.
 3500 Snouffer Road, Ste. 225
 Columbus, Ohio 43235
 Ph: (614) 761-1661

By _____
 Kevin L. Baxter ~ Ohio Surveyor No. 7697

211257

N:\2021\1257\Drawings\ACAD\S\Y\Trine Street Canal Survey.dwg 02/23/2022

February 16, 2022

**DESCRIPTION OF A 0.300 ACRE TRACT
WEST FROM S. TRINE STREET, SOUTH OF E. WATERLOO STREET,
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in Section 30, Township 15 North, Range 20 West, Congress Lands and being a portion of the historic Ohio and Erie Canal, originally acquired by the State of Ohio by the Canal Land Act of 1825 and as described in the Commissioner's Register and as demonstrated on A. Albright's Survey of the Ohio and Erie Canal, Plat 149, all records referenced to the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a point in the easterly right-of-way line of S. Trine Avenue (49.5 feet in width) and at the southwesterly corner of Lot 26, as shown upon the plat entitled Reuben Doves, of record in Plat Book 3, Page 142, set point being S 30° 22' 10" W a distance of 132.00 feet from a MAG nail found at the northerly corner of said Lot 26 at the intersection of the easterly right-of-way line of S. Trine Street with the northeasterly right-of-way line of E. Waterloo Street (66 feet in width), said point also being N 59° 50' 16" W a distance of 3.61 feet from a 3/4" I.D. iron pipe found;

thence S 59° 50' 16" E along the southwesterly line of said Lot 26, and along a portion of the southwesterly line of Lot 27, as shown upon said plat of Reuben Doves a distance of 157.00 feet to a 3/4" I.D. iron pipe set at the northerly corner of a tract of land conveyed to Russell Scott Stiteler, by deed of record in Instrument No. 200206130146542;

thence S 30° 22' 10" W along the northwesterly line of said tract conveyed to Russell Scott Stiteler a distance of 82.34 feet to a point at the southwesterly corner of said tract, at the northerly corner of Lot 38 and at the easterly corner of Lot 39, both as shown upon said plat of Reuben Doves, said point being N 30° 22' 10" E a distance of 3.30 feet from a 3/4" I.D. iron pipe found;

thence N 60° 23' 01" W along the northeasterly lines of said Lot 38, Lot 39 and Lot 40, as shown upon said plat of Reuben Doves a distance of 157.01 feet to a drill hole set in the easterly right-of-way line of S. Trine Street (passing a 1/2" I.D. iron pipe found at the northerly corners common to Lot 39 and Lot 40 at 66.01 feet);

thence N 30° 22' 10" E along the easterly right-of-way line of S. Trine Street a distance of 83.84 feet to the place of beginning;

containing 13,045 square feet (= 0.300 acre) of land, more or less, and being subject to all easements and restrictions of record.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of V3 Companies, Ltd. (formerly Bird + Bull, Inc.), Consulting Engineers & Surveyors, Columbus, Ohio from an actual field survey, performed under his supervision in February, 2021. All 3/4" I.D. iron pipes called out as set are 30" in length and marked with a plastic cap stamped "BIRD & BULL, INC.". Basis of bearings is the centerline of S. Trine Street, being S 30° 22' 10" E, derived from VRS observations referencing monument, PID designation of AJ7184 and CORS_ID of COLB, Ohio South Zone, NAD 83 (2011 Adj.), and all other bearings are based upon this meridian.

Kevin L. Baxter – Ohio Surveyor No. 7697