

ORDINANCE NO. 22-049

AN ORDINANCE AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ACCEPT THE QUITCLAIM DEED OF REAL PROPERTY LOCATED AT 300 WINCHESTER ROAD, PARCEL ID NUMBER 184-000626-00 AND TO ENTER INTO AN ASSIGNMENT AND ASSUMPTION AGREEMENT WITH THE FIELD OF HONOR CEMETERY ASSOCIATION AND DECLARING AN EMERGENCY

WHEREAS, the Field of Honor Cemetery Association (the "Association") has voted to dissolve as an organization; and

WHEREAS, per Ohio Revised Code, the City assumes all assets of the Association and all operation and maintenance responsibilities upon dissolution of the Association; and

WHEREAS, based on the recommendation of the Mayor, Director of Public Service, and Finance Director, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to accept the quitclaim deed of real property located at 300 Winchester Road, Parcel ID Number 184-000626-00 and to enter into an assignment and assumption agreement with the Field of Honor Cemetery Association;

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

Section 1. That the Mayor and Finance Director be, and hereby are, authorized on behalf of the City of Canal Winchester to accept the quitclaim deed of real property located at Winchester Road, Parcel ID Number 184-000626-00 as described in Exhibit A, or in a form substantially similar to Exhibit A contingent upon approval of the Franklin County Engineer, attached hereto and incorporated herein.

Section 2. That the Mayor and Finance Director be, and hereby are, authorized on behalf of the City of Canal Winchester to enter into an assignment and assumption agreement with the Field of Honor Cemetery Association in a form substantially similar to Exhibit B, attached hereto and incorporated herein.

Section 3. This Ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public peace, healthy, safety, and welfare, to wit: ensuring a well-maintained and physically secure cemetery for veterans, their relatives, and others desiring interment in the Field of Honor and ensuring an uninterrupted transition of cemetery services. As an emergency, this Ordinance shall take effect and be in force immediately upon its passage.

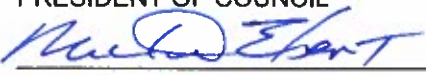
DATE PASSED: 12-19-22



PRESIDENT OF COUNCIL

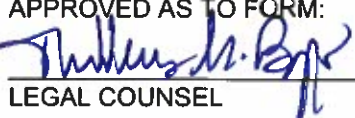
ATTEST: 

CLERK OF COUNCIL



MAYOR

DATE APPROVED: 12-20-22

APPROVED AS TO FORM:


LEGAL COUNSEL

EXHIBIT A

Situate in the County of Franklin, State of Ohio, City of Canal Winchester, being located in the Southeast Quarter of Section 24, Township 11, Range 21, Congress Lands, and being 7.335 acres (excepting 0.056 acre), of the original 13.7976 acre tract conveyed to Walter S. Beebe by deed of record in Deed Book 1684, Page 451, all references being to records of the Recorder's Office, Franklin County, Ohio, and being more particularly bounded and described as follows:

Beginning at a point in the easterly line of the said 13.7976 acre tract, said point being the intersection of the said line with the northerly right-of-way line of Cemetery Road Extension, (Unimproved), as established by the State of Ohio, Department of Highways, in connection with the relocation of U.S. Route 33, said point being also 12.0 feet Westerly from the easterly line of the said Section 24;

thence along the northerly right-of-way line of the said Cemetery Road Extension, North $73^{\circ}50'49''$ West, (passing an iron pin at 13.44 feet) 403.54 feet to an iron pin, which iron pin is located 45 feet left of Station 8+93.5 of the State of Ohio, Department of Highways survey of the centerline of the said Cemetery Road Extension;

thence continuing along the northerly right-of-way line of the said Cemetery Road Extension, North $72^{\circ}15'05''$ West, 313.12 feet to an iron pin, which iron pin is located 36.78 feet left of Station 5+75.54 of the said centerline survey;

thence continuing along the northerly right-of-way line of the said Cemetery Road Extension, North $59^{\circ}18'$ West, 344.11 feet to an iron pin at the point of intersection of the said line with the southeasterly line of the 10.1977 acre tract conveyed to Raymong J., and Frances V. Schuler by deed of record in Deed Book 1473, Page 162;

thence along the southeasterly line of the said 10.1977 acre tract, North $61^{\circ}27'13''$ East, 260.55 feet to an iron pin found at the southeasterly corner of the said tract;

thence along the easterly line of the said tract, North $0^{\circ}22'45''$ West, 85.10 feet to an iron pin found at the southwesterly corner of the 3.6637 acre tract conveyed to Union Grove Cemetery Association by deed of record in Deed Book 1385, Page 42;

thence along the southerly line of the said 13.6637 acre tract and the southerly line of the Union Grove Cemetery Association tract, being the northerly line of the said Walter S. Beebe tract, North $89^{\circ}41'06''$ East, 357.09 feet to an iron pin at the northwesterly corner of the 1.6963 acre tract conveyed to the Union Grove Cemetery Association by deed of record in Deed Book 1385, Page 42;

thence along the westerly line of the said tract, South $0^{\circ}13'18''$ East, 185.0 feet to an iron pin at the southwesterly corner of said tract;

thence along the southerly line of the said tract, North $89^{\circ}41'06''$ East, (passing an iron pin at 381.0 feet), 394.00 feet to the southeasterly corner of the said tract, in the easterly line of the original Walter S. Beebe tract;

thence along the easterly line of the said tract, South 0°13'18" East, (being parallel to and 12.0 feet Westerly from the easterly line of the said Section 24), 412.14 feet to the place of beginning, containing in all 7.335 acres, more or less, excepting, however, 0.056 acre which contains a Mausoleum Building, said 0.056 acre tract being described as follows:

Beginning at an iron pin at the southwesterly corner of the 1.6963 acre tract conveyed to Union Grove Cemetery Association by deed of record in Deed Book 1385, Page 42;

thence along the westerly line of the said 1.6963 acre tract, North 0°13'18" East, 43.88 feet to a point;

thence South 89°46'42" West, 51.35 feet to the most easterly corner and true place of beginning of the 0.056 acre tract herein intended to be described;

thence along the southeasterly wall of a Mausoleum Building, South 46°50' West, 30.0 feet to the most southerly corner of the said building;

thence along the southwesterly wall of the said building, North 43°10' West, 82.0 feet to the most westerly corner of the said building;

thence along the northwesterly wall of the said building, North 46°50' East, 30.0 feet to the most northerly corner of the said building;

thence along the northeasterly wall of the said building, South 43°10' East, 82.0 feet to the true place of beginning of the tract herein described, containing 0.056 acre, more or less.

Subject to taxes and assessments which are now or may hereafter become liens on said premises and except conditions and restrictions and easements, if any, contained in former deeds of record for said premises, subject to all of which this conveyance is made.

Exception Statement

Excepting therefrom the following 0.153 acre tract as conveyed by The Field of Honor ("Grantor") to the Vietnam Veterans of America, Inc. Chapter # 670 Columbus, Ohio, ("Grantee"), whose tax mailing address is 700 Morning Street, Worthington, Ohio 43085 via Instrument # 201705260071506 and recorded on May 26, 2017.

**0.153 Acre
Boundary Description**

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, being part of the southeast quarter of Section 24, Township 11, Range 21, Congress Lands, and being a 0.153 acre parcel of land out of an original 7.279 acre parcel (7.335 acres minus a 0.056 acre exception) conveyed to The Field of Honor in a Deed of Record, in Instrument Number 200307090209401, with all record references cited herein being of the Franklin County Recorder's Office, Columbus, Ohio and said 0.153 acre parcel being made particularly bounded and described as follows:

Beginning for reference at a found Franklin County Survey Control Monument, designated FCGS 9937, being an aluminum disk in a concrete monument in the westerly right-of-way of Winchester-Cemetery Road (extended to south of U.S. Route 33), approximately 30 feet south of Waterloo Street, said monument being at the northwest corner of Section 30 and the southwest corner of Section 19, Township 15, Range 20, Congress Lands, and also being in the easterly line of Section 25, Township 11, Range 21, Congress Lands;

Thence N 04° 25'01" E, along the westerly line of said Section 19 and the easterly lines of Sections 25 and 24, a distance of 1333.68 feet to a point on the easterly line of a measured 0.179 acre tract (described as 30 square rods) conveyed to Union Grove Cemetery in Deed Book 742, Page 39, and the westerly line of a 121.806 acre tract conveyed to the Homewood Corporation in Official Record Volume 25892 F04, said point also being on the westerly line of a 33 foot wide highway easement for public right-of-way to Winchester-Cemetery Road, of record in Deed Book 2370, Page 484;

Thence N 85° 37'53" W, through said 0.179 acre tract, a distance of 11.09 feet to a point at a northeasterly corner of said 7.279 acre tract and the southeasterly corner of a 1.6963 acre tract (First Tract) conveyed to Union Grove Cemetery Association in Deed Book 1385, Page 42;

Thence N 85° 37'53" W, along a northerly line of said 7.279 acre tract and the southerly line of said 1.6963 acre tract, a distance of 393.69 feet to an iron pin found with no cap at a northeasterly corner of said 7.279 acre tract and the southwesterly corner of said 1.6963 acre tract;

Thence N 04° 26'33" E, along an easterly line of said 7.279 acre tract and the westerly line of said 1.6963 acre tract, a distance of 61.84 feet to a point, said point being S 04° 26'33" W, a distance of 123.02 feet from an iron pin found with no cap at a northerly corner of said 7.279 acre tract, the northwesterly corner of said 1.6963 acre tract, and said iron pin found also being on the south line of a 13.04 ± acre tract conveyed to the Trustees of the Union Grove Cemetery of Franklin County, in Deed Book 135, Page 328;

Thence N 85° 33'27" W, into said 7.279 acre parcel, a distance of 13.88 feet to an iron pin set on the westerly line of a gravel access road, and being the true point of the beginning of the parcel herein described;

Thence along the westerly and northerly lines of said gravel access road, the following six (6) courses and distances:

S 16° 26'17" E, a distance of 11.88 feet to an iron pin set;

S 02° 52'39" W, a distance of 22.90 feet to an iron pin set at a point of curvature;

With a curve to the right, having a central angle of 54° 22'30", a radius of 52.75 feet, an arc length of 50.06 feet and a chord distance of 48.20 feet bearing S 30° 03'54" W to an iron pin set at a point of tangency;

S 57° 15'08" W, a distance of 53.96 feet to an iron pin set at a point of curvature;

With a curve to the right , having a central angle of $85^{\circ} 14'38''$, a radius of 14.91 feet, an arc length of 22.19 feet and a chord distance of 20.20 feet bearing $N 80^{\circ} 07'32'' W$ to an iron pin set at a point of tangency;

$N 37^{\circ} 30'13'' W$, a distance of 38.05 feet to an iron pin set;

Thence leaving the edge of said gravel access road, $N 51^{\circ} 50'23'' E$, and passing the southerly corner of a 0.056 acre parcel conveyed to All Faiths Memorial Park, Inc., in Official Record Volume 1797 113, at 61.47 feet, and thence continuing along a southeasterly line of said 0.056 acre parcel, a total distance of 91.37 feet to an iron pin set at the southeasterly corner of said 0.056 acre parcel;

Thence $N 38^{\circ} 09'37'' W$, along the northeasterly line of said 0.056 acre parcel, a distance of 16.53 feet to an iron pin set;

Thence $N 87^{\circ} 34'19'' E$, a distance of 48.80 feet to the true point of beginning of the parcel herein described, containing 0.153 acres of land, more or less, and being subject to all easements, restrictions, covenants and rights-of-way of record.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment Agreement") is made and entered into as of _____, ____ 2022, by and between the Field of Honor Cemetery Association (the "Assignor"), and the City of Canal Winchester (the "Assignee").

RECITALS

WHEREAS, Assignor desires to dissolve and transfer to Assignor all of the assets used in the operation of the Field of Honor Cemetery in Canal Winchester, Ohio (the "Transferred Assets"); and

WHEREAS, Assignor desires to assign certain rights and agreements to Assignee, and, by operation of law, Assignee shall assume all contractual and operational rights and agreements of Assignor (the "Assigned Contracts").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. ASSIGNMENT AND ASSUMPTION.

Assignor hereby assigns, sells, transfers and sets over (collectively, the "Assignment") to Assignee all of Assignor's right, title, benefit, privileges and interest in and to the Assigned Contracts and the Transferred Assets. Assignee hereby accepts the foregoing Assignment.

2. FURTHER ACTIONS.

Each of the parties hereto covenants and agrees to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other actions as such other party may reasonably request to more effectively consummate the Assignment contemplated by this Assignment Agreement.

3. MISCELLANEOUS.

This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original (including facsimile or .pdf signatures), and any person may become a party hereto by executing a counterpart hereof, but all of such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Assignment Agreement or any counterpart hereof to produce or account for any of the other counterparts. The parties hereto may deliver this Assignment Agreement by facsimile or .pdf signature, and each party shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

**FIELD OF HONOR CEMETERY
ASSOCIATION,**
an Ohio nonprofit organization

By: _____
Name: Sandy Sharon
Title: President

ASSIGNEE:

CITY OF CANAL WINCHESTER

By: _____
Name: Michael Ebert
Title: Mayor

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