



City of Gahanna

200 South Hamilton
Road
Gahanna, Ohio 43230

Signature

Ordinance: ORD-0043-2024

File Number: ORD-0043-2024

**AN ORDINANCE GRANTING A DEED OF EASEMENT OF 0.044 +/- ACRES TO
BSOH HQ LLC, A PRIVATE ENTITY ALSO KNOWN AS BURNS AND SCALO, FOR
THE PURPOSES OF STORMWATER DRAINAGE ONTO CITY PROPERTY
ADJACENT TO THE DEVELOPMENT LOCATED AT 1070 TECH CENTER DRIVE**

WHEREAS, the subject property located at 1070 Tech Center Drive (PID 025-014175) needs a stormwater drainage easement to discharge stormwater onto City-owned property; and

WHEREAS, the City-owned property (PID 025-013642) is a riparian reserve located immediately adjacent to the subject property; and

WHEREAS, the Administration recommends granting the easement to the subject property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA, COUNTY OF FRANKLIN, STATE OF OHIO:

Section 1. The City of Gahanna hereby grants a Deed of Easement of 0.044 +/- acres to BSOH HQ LLC, tax mailing address of 22 Rutgers Road, Pittsburgh, PA 15205, for the purposes of stormwater drainage onto City-owned property; said Deed of Easement terms and conditions more particularly described in EXHIBIT A attached hereto and made a part herein.

Section 2. That this Ordinance shall be in full force and effect after passage by this Council and 30 days after signature of approval by the Mayor.

At a regular meeting of the City Council on July 1, 2024, a motion was made by Schnetzer, seconded by Renner, that the Ordinance be Adopted. The vote was as follows:

Ms. Bowers, Absent; Ms. Jones, yes; Ms. McGregor, yes; Ms. Padova, yes;
Mr. Renner, yes; Mr. Schnetzer, yes; Mr. Weaver, yes.

Vice President

Trenton I. Weaver
Trenton I. Weaver

Date

7-1-24

Attest by

Jeremy A. VanMeter
Jeremy A. VanMeter
Clerk of Council

Date

7/1/2024

Approved by the Mayor

Laurie A. Jadwin
Laurie A. Jadwin

Date

7.1.24

Approved as to Form



Priya D. Tamilarasan
City Attorney

Date



DEED OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENT that, **CITY OF GAHANNA, OHIO** (the “Grantor”), for good and valuable consideration, which Grantor acknowledges receipt and sufficiency, given by **BSOH HQ LLC**, a private entity, (the “Grantee”), whose tax mailing address is **22 Rutgers Road, Pittsburgh, PA 15205**, does forever grant to Grantee, its successors and assigns, an Easement over and through the following described real estate and shown on Exhibits “A” and “B” attached hereto and made a part hereof:

Property: 0.044 Acres +/-

Property is situated in the State of Ohio, County of Franklin, City of Gahanna, and further being described in the attached, **Exhibit “A”**, which is fully incorporated and made a part hereof.

TERMS & CONDITIONS

The Easement is granted for the purpose of constructing, using and maintaining a public storm line and appurtenant works (the “Utilities”) in any part of said strip, including the right to clean, repair and care for said Utilities, together with the right of access to said strip for said purpose. The Easement shall be subject to the following conditions:

1. The Easement will not limit or restrict the Grantor’s use of the Property provided such use is compliant with any applicable Property ordinances and regulations.
2. Grantee will submit plans for any installation within the Easement that it desires to make to Grantor for approval.
3. Grantee will give Grantor reasonable notice of not less than three (3) days, if reasonably practicable, prior to commencement of any work on the Utilities.
4. That the Utilities subject to the Easement shall be kept in good order and condition by Grantee.
5. That during whatever construction, reconstruction, maintenance, or repair work is or becomes necessary with respect to said Utilities, so much of the surface or subsurface of the Property as may be disturbed, will at the expense of Grantee be substantially replaced in the same condition as it was prior to such disturbance.
6. Grantee will hold harmless Grantor from any loss, damage, injury or liability resulting from Grantee’s negligence in connection with any work involved in constructing, maintaining or caring for the Utilities.
7. No charges will be made against the Property or landowner for the cost of construction, maintenance, repair or care for the Utilities in the Easement. If Grantee makes an application for a service connection to the Utilities, the regular and customary service connection charge in effect at the time of the application shall be charged.

8. In the event all or any portion the Property subject to this Easement becomes portion(s) of public streets, in the proceedings for acquisition of the Property needed for such streets, whether by purchase, dedication, condemnation, etc., said Property shall be considered the same as if this Easement had not been executed and/or as if any rights granted by the Easement had not been exercised.
9. This Deed of Easement and all of its provisions are covenants forever (i) burdening, benefitting and running with the land of the Property in its chain-of-title, and (ii) inuring and binding to the benefit and detriment of Grantor and Grantee and their respective, applicable beneficiaries, heirs, administrators, executors, successors, and assigns.
10. Grantor forever releases and discharges Grantee from all just compensation claims under the Ohio Constitution, Article 1, Section 19, arising from granting the Property to Grantee. Grantor agrees this section survives the termination of this Deed of Easement or any reversion of the Property.
11. Grantee (i) intends to immediately utilize the Property for storm line purposes upon Grantor's execution of this Deed of Easement, and (ii) will subsequently accept, dedicate, and name the Property as an easement, as evidenced by the recording of this Deed of Easement.

GRANTOR'S EXECUTION

In witness whereof, Grantor, BSOH HQ LLC, who represents and warrants personally possessing legal authority and capacity to acknowledge this Deed of Easement, does voluntarily acknowledge this Deed of Easement on the effective date below.

BSOH HQ LLC

By: [Signature]

Print Name: Michael Andreoli

Print Title: CFO

Pennsylvania
State of ~~Ohio~~ 5/31/24 KLC
County of ~~Franklin~~ Allegheny
5/31/24 KLC

Be it remembered on May 31st, 2024 I affixed my seal evidencing this instrument was acknowledged before me by Michael Andreoli.

Karen Lynn Cable
Notary Public

Commission Expiration Date: August 2, 2027

Commonwealth of Pennsylvania - Notary Seal
Karen Lynn Cable, Notary Public
Allegheny County
My commission expires August 2, 2027
Commission number 1355503
Member, Pennsylvania Association of Notaries

Approved as to Form by:

Priya D. Tamilarasan – Gahanna City Attorney
200 South Hamilton Road
Gahanna, Ohio 43230

DESCRIPTION OF 0.044 ACRE DRAINAGE EASEMENT

Situated in the State of Ohio, County of Franklin, City of Gahanna, Quarter Township 3, Township 1, Range 16, United States Military Lands, being part of Lot 25 as delineated on the Plat of David Taylor's Subdivision of Quarter Township 3, Township 1, Range 16, destroyed by fire, reconstituted in Plat Book 1, Page 10A, and being part of Reserve C of the Techcenter Drive Extension and Greenspace Dedication Plat of record in Plat Book 112, Page 79, as described in deed to City of Gahanna of record in Instrument Number 200911120163181, all references to records being on file in the Office of the Recorder, Franklin County, Ohio, said 0.044 acre easement being more fully described herein;

COMMENCING at a 3/4" iron pipe found (Advanced 7661) at the southeast corner of said Reserve C, being at the southwest corner of Lot 5 of said Techcenter Drive Extension and Greenspace Dedication Plat, being at the southwest corner of the residual of a 25.411 acre tract of land (Parcel 1) described in deed to Value Recovery Group II, LLC of record in Instrument Number 200712200217547, and being on the north right-of-way line of Techcenter Drive dedicated in Plat Book 112, Page 79;

Thence North 42°59'35" East, a distance of 150.75 feet, with the east line of said Reserve C, and with the west line of said Lot 5, to the **POINT OF BEGINNING**;

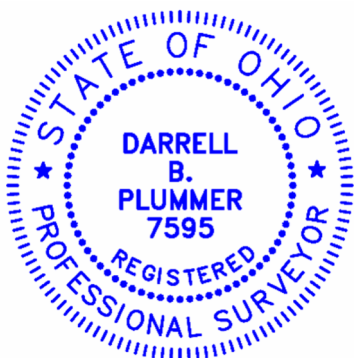
Thence, crossing said Reserve C, the following three (3) courses:

1. **North 56°39'52" West**, a distance of **93.68 feet**, to a point;
2. **North 33°20'08" East**, a distance of **20.00 feet**, to a point;
3. **South 56°39'52" East**, a distance of **97.09 feet**, to a point on the east line of said Reserve C, and being on the west line of said Lot 5;

Thence **South 42°59'35" West**, a distance of **20.29 feet**, with the east line of said Reserve C, and with the west line of said Lot 5, to the **POINT OF BEGINNING**, containing 0.044 of an acre, subject to all easements and documents of record.

The bearings shown on this easement are based on the bearing of South 85°56'25" East as determined for the centerline of Techcenter Drive based on field observations performed in August, 2023 and based on the Ohio State Plane Coordinate System, South Zone, NAD83 (NSRS 2011 adjustment).

The foregoing easement was prepared from an actual field survey performed by or under my direct supervision in August, 2023.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



02/29/2024

Darrell B. Plummer, P.S.
Registered Surveyor No. 7595

Date

