

# DO NOT DETACH



**Instrument Number: 202511180132753**  
**Recorded Date: 11/18/2025 1:36:59 PM**



Daniel J. O'Connor Jr.  
Franklin County Recorder  
373 South High Street, 18th Floor  
Columbus, OH 43215  
(614) 525-3930  
<http://Recorder.FranklinCountyOhio.gov>  
[Recorder@FranklinCountyOhio.gov](mailto:Recorder@FranklinCountyOhio.gov)

**Return To (Simplifile):**  
Route La-Gahanna Title  
142 Granville St  
Columbus , OH 43230-3043

Simplifile

**Transaction Number:** T20250091168  
**Document Type:** EASEMENT  
**Document Page Count:** 10

**Submitted By (Simplifile):**  
Route La-Gahanna Title  
142 GRANVILLE ST  
Columbus, OH 43230-3043

Simplifile

**First Grantor:**  
NICHOLAS KEITH PATTON

**First Grantee:**  
GAHANNA CITY OF

<b>Fees:</b>	
Document Recording Fee:	\$34.00
Additional Pages Fee:	\$64.00
<b>Total Fees:</b>	\$98.00
<b>Amount Paid:</b>	\$98.00
<b>Amount Due:</b>	\$0.00

**Instrument Number:** 202511180132753  
**Recorded Date:** 11/18/2025 1:36:59 PM

OFFICIAL RECORDING COVER PAGE

## DO NOT DETACH

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, please first check the document on our website to ensure it has been corrected. The document data always supersedes the cover page.

If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

TRANSFER  
NOT NECESSARY  
  
11-18-2025  
  
MICHAEL STINZIANO  
AUDITOR  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
EXEMPT  
  
P BW  
MICHAEL STINZIANO  
FRANKLIN COUNTY AUDITOR

**ACCESS EASEMENT AGREEMENT**

This **ACCESS EASEMENT AGREEMENT** (“Agreement”) is made and entered into as of the 17<sup>th</sup> day of November, 2025, by and between **Nicholas Keith Patton and Chase Alan Clouse, married to each other** (“Grantors”), and the **City of Gahanna, Ohio**, a municipal corporation (“Grantee”), under the following circumstances:

WHEREAS, Grantors own one (1) parcel of certain real property more fully described in **Exhibit A** attached hereto and made part hereof (the “Grantors’ Property”) located in Franklin County, Ohio.

WHEREAS, Grantee owns one (1) easement located adjacent to the parcel of Grantor’s Property and more fully described in **Exhibit B** attached hereto and made part hereof (the “Grantee’s Property”).

WHEREAS, Grantors wish to convey, and Grantee wishes to receive, an easement on, over and across a portion of the Grantors’ Property pursuant to the terms and conditions provided hereinafter.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by Grantors, the parties hereto agree as follows:

1. **Grant of Access Easement.** Grantors hereby grant to Grantee, a non-exclusive access easement for purposes of ingress and egress on and across the driveway located on Grantors’ Property described in **Exhibit C** (the “Access Easement Area”) and such Access Easement Area may be used by Grantee and its guests, licensees, employees, agents, and contractors for the purpose of constructing, maintaining, repairing, and inspecting Grantee’s Property.
2. **Alterations.** Grantee, at its sole cost and expense, may construct, use, or repair the Access Easement Area. Grantee agrees to be responsible at Grantee’s sole cost and expense for all necessary governmental permits and approvals.
3. **Construction.** Grantee’s use of the Access Easement Area for construction and/or maintenance purposes for the sanitary sewer shall be in a manner of minimal disturbance to Grantors and limited to the minimum area necessary to complete the construction, repair, or maintenance of Grantee’s Property.

4. **Repair and Maintenance.** Grantors shall continue to maintain the Access Easement Area, and shall make all ordinary and necessary repairs and replacements of the asphalt and/or concrete surface, striping and curbing installed by Grantors. Grantee, at its sole cost and expense, will repair or replace any damage caused by its work in the Access Easement Area.

5. **Reserved Rights.** Notwithstanding the foregoing, Grantors and their successors and assigns reserve all rights and privileges which may be used and enjoyed on Grantors' Property without materially interfering with or abridging the rights of the Grantee created by this Agreement.

6. **Restrictions on Use.** Grantors shall not restrict, use, or allow the Access Easement Area to be inaccessible without prior written notification to the Grantee.

7. **Insurance.** Grantee shall maintain a policy of commercial general liability insurance, issued by an insurance company reasonably acceptable to Grantors, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) naming Grantors and their agents, contractors, tenants, and any other third parties required by Grantors as additional insureds, insuring against any injury, death or damage to persons or property that may result from Grantee's use of or access to the Access Easement Area or Grantors' Property. A copy of the insurance policy, or other evidence satisfactory to Grantors, shall be submitted to Grantors prior to Grantee's initial use of the Access Easement Area.

8. **Authority.** Grantors and Grantee represent and warrant that each has full right and lawful authority to enter into this Agreement, and that Grantors are lawfully seized of the entire Grantors' Property, and that no consent or approval of any mortgagee or other entity is required.

9. **No Warranty of Title.** Grantors make this grant of easement, and Grantee hereby accepts the easement, subject to the restrictions, easements, covenants, leases, liens, and other encumbrances of record and matters which an inspection or accurate survey of the Access Easement Area would disclose. The grant of this easement shall be without any warranty, express, implied, or statutory. Grantors expressly disclaim any warranty of title and any warranty of freedom from encumbrances. GRANTEE ACCEPTS THE PROPERTY AND THE EASEMENT AREA IN THEIR PRESENT CONDITION AND ON AN "AS IS" BASIS. GRANTEE ACKNOWLEDGES THAT ITS ACCEPTANCE ON AN "AS IS" BASIS FORMS A MATERIAL PART OF THE CONSIDERATION OF THIS AGREEMENT.

10. **Liability Release.** By acceptance of this Agreement, Grantee, to the extent permitted by the laws of the State of Ohio, expressly agrees to release and waive Grantors from and against any and all loss, liability, claims or causes of action existing in favor of or asserted by any person arising out of or relating to Grantee's exercise of its rights under this Agreement or its failure to perform any duties or obligations under this Agreement, including, without limitation, Grantee's obligation to limit its use and occupancy of the Access Easement Area to the permitted uses herein, except to the extent caused by Grantors' gross negligence or intentional wrongdoing.

11. **Duration.** This Agreement shall run with the land and inure to the benefit of and be binding upon the Grantors and Grantee hereto and their respective heirs, executors, representatives, successors and assigns.

12. **Mechanics' Liens.** Grantors' Property, including the Access Easement Area, shall be kept free and clear of all mechanics' liens on account of work done for or by Grantee. Should any such lien be filed against the Grantors' Property, including the Access Easement Area, based on the actions of Grantee and Grantee does not cause such lien to be released or bonded off within thirty (30) days after delivery of written notice, then Grantors may elect to obtain the release of such lien and any sums expended by such owner shall be immediately repaid by Grantee upon demand.

13. **Headings.** The headings herein are for convenience and reference only and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

14. **Miscellaneous.**

a. This Agreement shall be construed, interpreted, and enforced under the laws of the State of Ohio.

b. This Agreement is the joint product of Grantors and Grantee and each provision hereof has been subject to the mutual consultation, negotiation, and agreement of Grantors and Grantee, and shall not be construed for or against any party hereto. This Agreement is not intended to, and shall not, create an association, partnership, joint venture or principal and agency relationship between the owner of Grantors' Property or the owner of Grantee's Property.

c. No agreement shall be effective to add to, change, modify, waive, or discharge this Agreement in whole or in part, unless such agreement is in writing executed by Grantors and Grantee.

d. All notices permitted or required under this Agreement shall be in writing and shall be deemed properly delivered when (i) hand delivered, (ii) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (iii) if by overnight messenger service (i.e. Federal Express), on the date of delivery of such overnight messenger service to the parties at their respective addresses set forth below (or such other addresses as each party may designate by written notice to the other):

**To Grantors:**  
 Nicholas Keith Patton and  
 Chase Alan Clouse  
 135 Serran Drive  
 Gahanna, OH 43230

**To Grantee:**  
 City of Gahanna, Ohio  
 200 S. Hamilton Road  
 Gahanna, OH 43230  
 Attention: Mayor

e. No determination by any court, governmental body or otherwise that any provision of this Agreement is invalid or unenforceable in any instance shall affect the validity or unenforceability of any other such provision, or such provision in any circumstances not controlled by such determination.

f. This Agreement represents the complete understanding of the parties as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties, statements, or agreements between the parties as to the same.

g. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver or any other provisions set forth herein.

h. This Agreement may be executed in several counterparts, each of which may be deemed an original and all such counterparts together shall constitute one and the same Agreement.

i. The access easement granted by this Agreement is a private easement and is not intended, and this instrument may not be construed, as a dedication for public use.

IN WITNESS WHEREOF, Grantors and Grantee hereby execute this Agreement as of the day and year first above written.

**GRANTORS:**

**NICHOLAS KEITH PATTON**

  
\_\_\_\_\_

**CHASE ALAN CLOUSE**

  
\_\_\_\_\_

STATE OF OHIO )

COUNTY OF FRANKLIN )

The foregoing instrument was acknowledged before me this 12 day of November, 2025, by Nicholas Keith Patton and Chase Alan Clouse. This is an acknowledgement certificate. No oath or affirmation was administered to the signer with regard to the notarial act.

  
\_\_\_\_\_

Notary Public

My commission expires: 09-13-2028



DEBRA M. BECK  
Notary Public, State of Ohio  
Commission Expires 05-13-2028

**GRANTEE:**

**CITY OF GAHANNA, OHIO,**  
a municipal corporation

By: *Laurie A. Jadwin*  
Name: LAURIE A. JADWIN  
Title: MAYOR

STATE OF OHIO            )  
  )  
COUNTY OF FRANKLIN    )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of November, 2025, by Laurie A. Jadwin, the Mayor of the City of Gahanna, Ohio, on behalf of the municipality. This is an acknowledgement certificate. No oath or affirmation was administered to the signer with regard to the notarial act.



**MIRANDA M VOLLMER**  
Attorney At Law  
Notary Public, State of Ohio  
My commission has no expiration date  
-Sec. 147.03 R.C.

*Miranda M Vollmer*  
Notary Public  
My commission expires: no expiration

**Approve to Form:**

By: Priya D. Tamilarasan  
Priya Tamilarasan, Gahanna City Attorney

Digitally signed by Priya D. Tamilarasan  
DN: cn=Priya D. Tamilarasan, c=US,  
o=City of Gahanna, ou=City Attorney,  
email=priya.tamilarasan@gahanna.gov  
Date: 2025.08.29 14:31:37 -0400

This instrument was prepared by:  
Priya Tamilarasan (0086376), 614-342-4096, 200 S. Hamilton Road, Gahanna, OH 43230

**11375**

<b>TRANSFERRED</b>  07-17-2023  MICHAEL STINZIANO AUDITOR FRANKLIN COUNTY, OHIO	Conveyance
	Mandatory: \$405.00
	Permissive: \$810.00
MICHAEL STINZIANO FRANKLIN COUNTY AUDITOR	

**SURVIVORSHIP DEED****FIRST OHIO TITLE INSURANCE****File # 101797**

**KNOW ALL MEN BY THE PRESENTS THAT; Andrew Christopher Wene and Savannah Grace Robertson, nka Savannah Wene, husband and wife, Grantor(s), for Ten Dollars (\$10.00) and other good and valuable consideration paid, grant(s), with general warranty covenants, to Nicholas Keith Patton and Chase Alan Clouse, married to each other, Grantee(s), for their joint lives, remainder to the survivor of them, whose Tax Mailing Address will be United Wholesale Mortgage, 585 S. Boulevard E., Pontiac, MI 48341.**

The following described real property:

**Situated in the State of Ohio, County of Franklin, and in the City of Gahanna:**

**Being Lot Number Twenty Six (26), of ROCKY FORK HEIGHTS, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 28, Page 44, Recorder's Office, Franklin County, Ohio.**

Parcel Number: 025-000724-00  
Known as: 135 Serran Drive  
Gahanna, OH 43230

Subject to covenants, conditions, restrictions, easements and zoning ordinances, if any, contained in prior instruments of record.

Excepting therefrom taxes and assessments if any, now a lien and thereafter due and payable.

Prior Instrument Number: Instrument No. 201910040132047, of the Records of the office of the Recorder, Franklin County, Ohio



# ROCKY FORK HEIGHTS

BOOK 28 PAGE 44

Subdivided in the County of Franklin, State of Ohio, Township of Berlin, Range 17, Section 17, containing a part of Quarter 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 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1000.

SIGNED  
 INVESTED HOMES, INC.

By [Signature]  
 in presence of [Signature]  
 By [Signature]

SUBJECT TO PLATTED

EVANS MECHWART, HAMBLETON & TILTON  
 CIVIL ENGINEERS & SURVEYORS  
 674 N. HIGHWAY 100  
 HAMBLETON, OHIO 45324

APPROVED AND ATTESTED  
 By [Signature]  
 Notary Public for Franklin County, Ohio

APPROVED AND ATTESTED  
 By [Signature]  
 Notary Public for Franklin County, Ohio

APPROVED AND ATTESTED  
 By [Signature]  
 Notary Public for Franklin County, Ohio

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 By [Signature]  
 Notary Public for Franklin County, Ohio

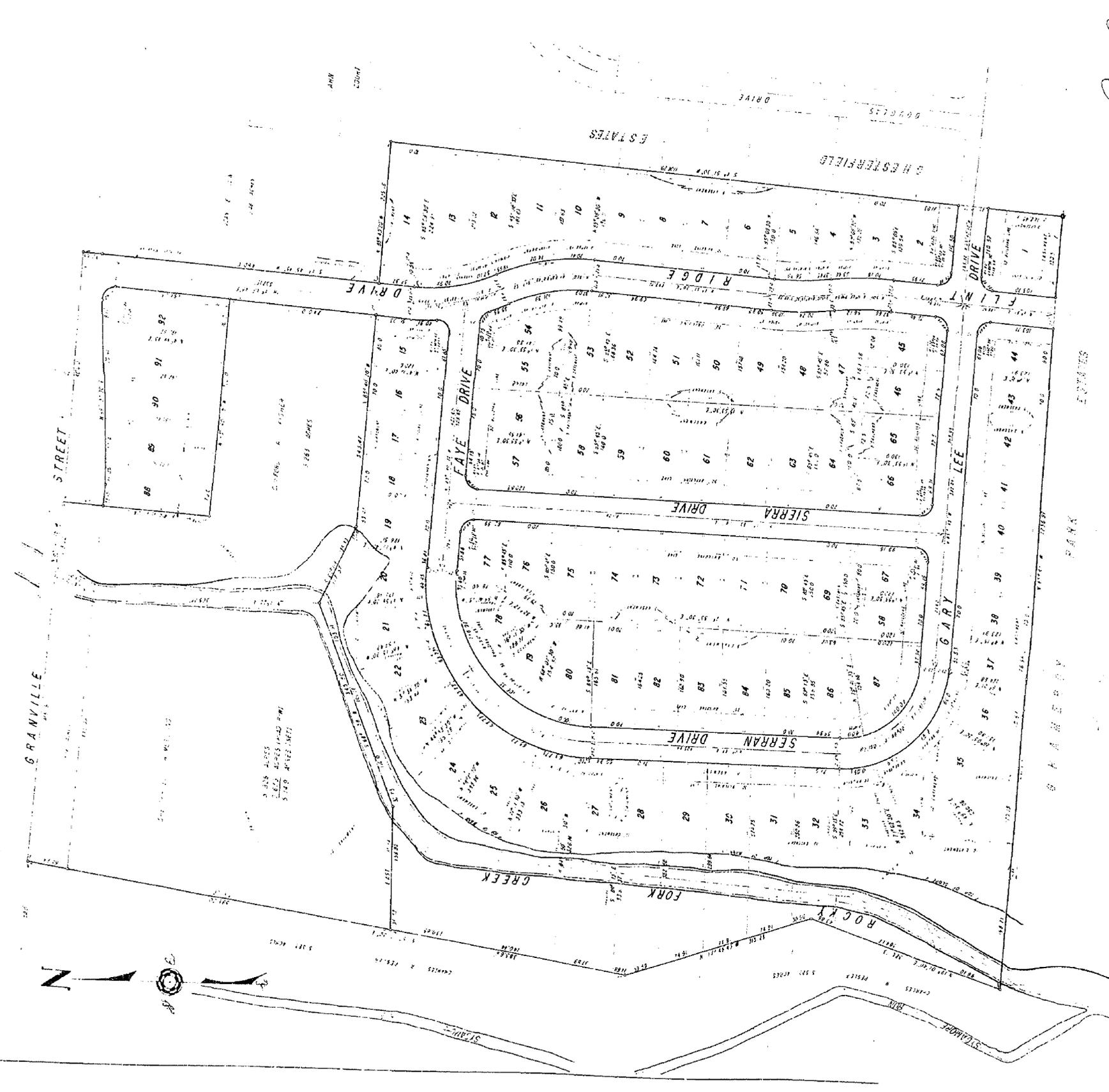
APPROVED AND ATTESTED  
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 Notary Public for Franklin County, Ohio

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 Notary Public for Franklin County, Ohio

APPROVED AND ATTESTED  
 By [Signature]  
 Notary Public for Franklin County, Ohio

APPROVED AND ATTESTED  
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 Notary Public for Franklin County, Ohio

APPROVED AND ATTESTED  
 By [Signature]  
 Notary Public for Franklin County, Ohio



**DESCRIPTION OF A  
15' ACCESS EASEMENT  
CITY OF GAHANNA, OHIO**

Situate in the State of Ohio, Franklin County, City of Gahanna, lying in Quarter Township 4, Township 1, Range 17, United States Military Lands, lying on, over, and across Lot 26 of Rocky Fork Heights a subdivision of record in Plat Book 28, Page 14 as conveyed to Nicholas Keith Patton and Chase Alan Clouse in Instrument Number 202307170070836 (all records herein are from the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning at the northeasterly corner of Lot 26, the corner common to Lot 25 and on the existing right-of-way line of Serran Drive (50 feet in width);

Thence along the existing right-of-way line of Serran Drive and along a curve to the left with a delta angle of  $03^{\circ}07'36''$ , a radius of 275.00 feet, an arc length of 15.01 feet, a chord bearing of South  $15^{\circ}38'22''$  West, and a chord length of 15.01 feet;

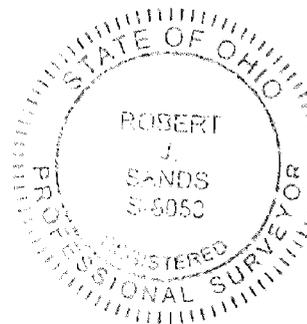
Thence the following courses and distances across said Lot 26;

North  $72^{\circ}47'47''$  West a distance of 127.67 feet, to a point on an existing 10 feet wide easement;

North  $00^{\circ}16'19''$  West a distance of 15.73 feet, along the 10 feet wide easement line to a point on the line common to Lots 26 and 25;

Thence South  $72^{\circ}47'47''$  East a distance of 131.98 feet, along the line common to Lots 26 and 25 to the point of beginning, containing 0.045 acres, more or less, subject to all easements, restrictions, and rights-of-way of record.

Bearings shown hereon are based on an assumed meridian in which the centerline of Serran Drive bears North  $00^{\circ}29'17''$  West.



DLZ Ohio, Inc.

*Robert J. Sands* 05/15/25

Robert J. Sands, P.S. Date

Professional Surveyor No. 8053

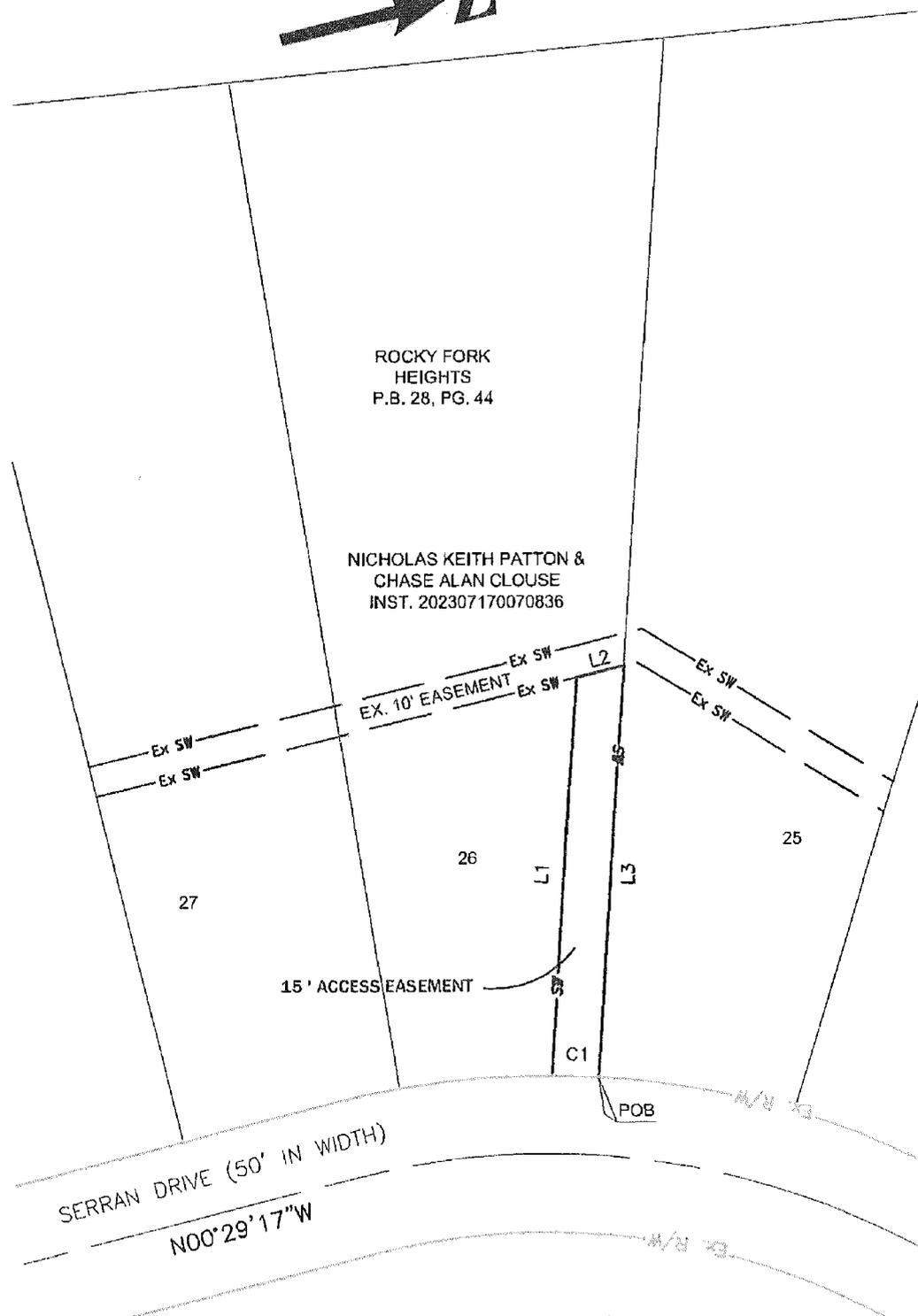
EXHIBIT C

### 15' ACCESS EASEMENT

LOT 26 - ROCKY FORK HEIGHTS, P.B. 28, PG. 44  
QUARTER TOWNSHIP 4, TOWNSHIP 1, RANGE 17  
UNITED STATES MILITARY LANDS  
CITY OF GAHANNA, FRANKLIN COUNTY, OHIO

LINE	BEARING	DISTANCE
L1	S72°47'47"E	127.67'
L2	S00°16'19"E	15.73'
L3	N72°47'47"W	131.98'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	003°07'36"	275.00'	15.01'	S15°38'22"W	15.01'



**BASIS FOR BEARINGS:**

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN IN WHICH THE CENTERLINE OF SERRAN DRIVE BEARS NORTH 00°29'17\"/>

**CERTIFICATION:**

THIS DRAWING IS BASED ON RECORDED INFORMATION ONLY AND NOT FROM AN ACTUAL FIELD SURVEY.

*Robert J. Sands* 05/15/25

ROBERT J. SANDS  
PROFESSIONAL SURVEYOR NO. 8053  
MAY 15, 2025

