



VARIANCE APPLICATION SUMMARY



File Number	V-25-33
Property Address	52 PRICE RD GAHANNA, OH 43230
Parcel ID	025-000967
Zoning District	ER - Estate Residential
Project/Business Name	Lot split and frontage variance
Applicant	Barbara Rogers barbararogerszz@yahoo.com 614-530-5308
Description of Variance Request	This lot is approximately 4.48 acres. Michael Rogers and Megan Rogers (siblings) would both like to split the lot in two so that they can build homes beside each other to create sort of a family compound to raise their families and share in gardening, etc. They would like to share a driveway and also have shared access to the rear of the lots by agreeing to an access easement.

Requested Variances

Code Section	Code Title
Ch 1103.06(e)	Estate Residential (ER)

Variance and Lot Split Request for 52 Price Road, Gahanna, Ohio 43230

Contact: Barbara Rogers

List of Contiguous Property Owners

Parcel ID	Owner
025-000907-00	Jonathan Frazier, Trustee
025-000917-00	Christian L. Purdin, Trustee
025-000971-00	Paul Gilbert Gray and Connie M. Gray
025-000955-00	Brice Anthony Maple
025-000983-00	Steve M. Frazier and Hui Yu Liang-Frazier
025-000982-00	Kayla Roberson
025-000957-00	Fred Squillante and Kristine L. Squillante
025-000970-00	Neil T. Reynolds
025-000981-00	Scott A. Materni
025-000980-00	Kevin E. Swinney and Swinney Lucinda
025-000965-00	Cheryl A. Hunter
025-001040-00	Mark E Bisang and Janell H. Bisang, Trustees
025-012295-00	Resurrection Power Church of God in Christ
025-012294-00	Resurrection Power Church of God in Christ
025-001018-00	Polina A. Sadidov and Alexander L. Sadikov
025-013465-00	City of Gahanna

Mailing Address

95 S Hamilton Rd, Gahanna, OH 43230
326 James Rd, Columbus, OH 43230
336 James Rd, Columbus, OH 43230
346 James Rd, Gahanna, OH 43230
354 James Rd, Gahanna, OH 43230-2829
362 James Rd, Gahanna, OH 43230
370 James Rd, Gahanna, OH 43230
378 James Rd, Columbus, OH 43230
386 James Rd, Columbus, OH 43230
398 James Rd, Columbus, OH 43230
406 James Rd, Columbus, OH 43230
6985 Dogwood Dr, Athens, OH 45701
81 Price Rd, Columbus, OH 43230
81 Price Rd, Columbus, OH 43230
2279 Crestridge Dr, Dayton, OH 45414
200 S Hamilton Rd, Columbus, OH 43230

Revised Statement of Variance – 52 Price Road, Gahanna, Ohio 43230

The lot at 52 Price Road is 4.5 acres. The frontage on Price Road is 241.1 feet. It is zoned as Estate Residential (ER), which requires 150 feet of frontage. We would like to split the lot in two as depicted in the preliminary survey included in our submission, which would result in one lot having 120.85 feet of frontage and the other having 120.25 feet of frontage. Thus, we would need a variance from the 150-foot requirement.

We would also need a variance from the Gahanna Code Chapter 1109.01(a)(5), which states: “In Residential Zones, driveways for residential uses must be set back one foot from side lot lines, except for shared driveways.”

This property is currently owned by Price Road Properties LLC with Barbara Rogers being the sole member of that LLC. I bought this property so that Michael Rogers and Megan Rogers, my son and daughter, could each build a home on the property for their families and create a sort of family compound where they could enjoy entertaining friends and family together, share gardening, etc. Michael and Megan are both graduates of GLHS and both own homes in Gahanna.

There is currently a dilapidated house on the property that was undergoing remodeling when it went into foreclosure several years ago, along with a detached garage. It was sold at auction in July 2024 to a commercial group whose intention was to build apartments or condos. However, once they discovered that a large portion of the property was in the floodplain and the cost to build would be too high, they decided to sell the property, and we purchased it in December of 2024.

If the variance and lot split are approved, we will demolish the house and garage to create a clean slate for building two nice homes on the property with beautiful landscaping. We believe our plans for the property will be a welcome improvement to the neighborhood. Splitting the lot will not negatively change the aesthetic of that particular property because the house sits on one side (where we would build a new home after removing that one) and the 24x24 foot detached garage sits on the other side (exactly where we would build a second new home). The plan would be to have an easement so that the homes would share one driveway in the middle. Included in our submission is an aerial photo showing this property and the neighboring properties, and also included is a street view photo showing the house and detached garage.

Eventually, the property will be deeded to Michael and Megan. Included in our submission is the Shared Driveway Easement and Maintenance Agreement based on the proposed lot split.

Responses to questions posed:

1. **What are the special circumstances or conditions necessitating the variance?**

The lot split and variance to the frontage requirement are necessary in order to build two homes on the property. The lot falls under the Estate Residential (ER) zoning, which requires a 150-foot frontage. Splitting the lot will result in each lot having a little over 120-foot frontage, which is still larger than the Large Lot Residential (R-1) zoning requirement of 100-foot frontage. Plus, the plan is to have a shared driveway to service both homes, which means more green space for nice landscaping.

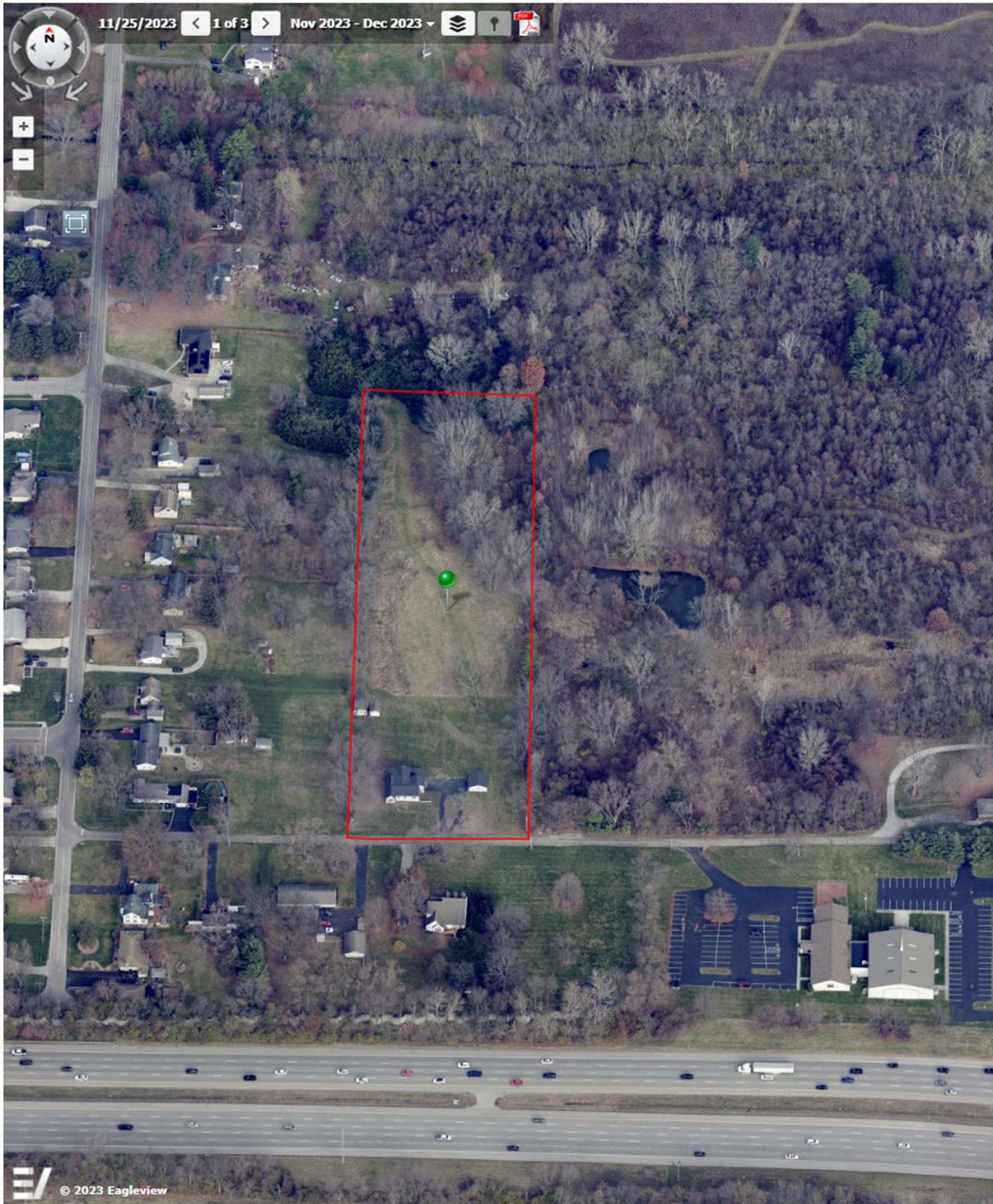
2. **How is the variance necessary for preservation and enjoyment of property rights?**

This is a very large lot for just a single home. All the contiguous properties except two are on much smaller lots. The property directly to the east is approximately 5 acres but has no house on it. The 8.9-acre property touching the northeast corner of our property is owned by Gahanna and has no structures on it. All other homes in the area are on smaller lots. Thus, splitting this large lot will not change the character of this neighborhood but will allow Megan and Mike's families to enjoy living next to one another.

3. **How will the variance not adversely affect the health or safety of the surrounding area?**

The variance will not in any way adversely affect the health or safety of the surrounding area. If anything, the variance will allow us to improve the property, remove two or three large dead/dying trees, add nice landscaping, grass, and maintain the property better.

Aerial View – 52 Price Road, Gahanna, Ohio





SHARED DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT

This Shared Driveway Easement and Maintenance Agreement (this “**Agreement**”) is made and entered into this 21st day of November, 2025 (the “**Effective Date**”) by the following owners of real property (the “**Tract Owner**,” whether one or more than one):

Price Road Properties LLC, owner of the following described real property (hereafter referred to as Tract 1):

Tract 1 as referenced on Exhibit A, attached hereto
Parcel No. 025-000967-00
Property Address: 52 Price Road, Gahanna, OH 43230

Price Road Properties LLC, owner of the following described real property (hereafter referred to as Tract 2):

Tract 2 as referenced on Exhibit A, attached hereto
Parcel No. 025-000967-00
Property Address: 52 Price Road, Gahanna, OH 43230

GRANT OF RECIPROCAL SHARED DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT

In consideration of mutual exchange of promises contained herein, the Tract Owners agree as follows:

1. **Grant of Reciprocal Easement.** There is hereby established over Tract 1, for the benefit of Tract 2, and established over Tract 2 for the benefit of Tract 1, a reciprocal, perpetual, nonexclusive easement for vehicular and pedestrian ingress and egress (the “**Driveway Easement**”). The Driveway Easement Area is described below. This Agreement shall run with the land, binding all existing and future owners, their successors, assigns, tenants, contractors, agents, employees, guests and invitees forever, unless otherwise amended subject to Paragraph 9.

Description of Driveway Easement Area: The Driveway Easement Area shall be 30' wide, extending 15' from either side of the common boundary between Tract 1 and Tract 2; commencing from the point formed by the public right of way

immediately adjacent to Tract 1 and Tract 2 and the common boundary between Tract 1 and Tract 2 and extending along the common boundary 365' northerly, as shown with dashed lines on the attached survey.

2. **Use of Driveway Easement.** The purpose of this Driveway Easement is to provide year-round pedestrian and vehicular access to and from Tract 1 and Tract 2 to Price Road using the Driveway Easement. Each Tract Owner shall have the right to use the Driveway Easement in any manner that will not prevent or interfere with the exercise by the other Tract Owner of the rights granted hereunder. It is agreed that parking for each Tract be limited to those areas within each Tract Owner's property line, provided that any such parked vehicles do not obstruct pedestrian or vehicular access to the remainder of the Driveway Easement.
3. **Improvements.** The Tract Owners shall have the right, but not the obligation, to construct at their sole expense, improvements upon the Driveway Easement Area to make the Driveway Easement Area suitable for vehicular and pedestrian use. Any improvements in the Driveway Easement Area made by any Tract Owner shall be subject to the prior written approval of all Tract Owners.
4. **Maintenance.** Each Tract Owner shall be equally responsible for maintaining the Driveway Easement Area to the extent necessary for the uses described in this Driveway Easement. In the event repairs or maintenance is necessary to continue the purpose of this Driveway Easement agreement, all existing Tract Owners shall equally share in the full cost of such repair or maintenance. Each Tract Owner shall maintain any improvements it constructs in the Driveway Easement Area in good condition and repair.
5. **Damage to Easement Area.** Each Tract Owner shall be responsible for any damage they may cause to the Driveway Easement Area, beyond normal wear and tear. The Tract Owner responsible for such damage shall promptly make all needed repairs, restoring the Driveway Easement Area to its condition prior to the damage.
6. **Obstructions to Use of the Driveway Easement Area.** No person(s) permitted to use the Driveway Easement Area under the terms of this Agreement may utilize the Driveway Easement Area in a way that interferes with its use by any other person permitted to use it. Any obstructions or impediments to the use of the Driveway Easement Area may be removed, without notice, by the aggrieved Tract Owner and the cost of such removal shall be borne by the party causing or responsible for such obstruction.
7. **Indemnification.** As it relates to claims against the owner of Tract 1, the owner of Tract 1 shall defend, indemnify, and hold harmless the owner of Tract 2 and their agents and employees from and against any and all liability suffered because of

injury or death of any person or persons or damage to property or claims, demands, damages, expenses or costs, including reasonable attorney's fees, of any kind or nature arising from this easement and caused by the negligent acts, omissions, or willful misconduct by the owner of Tract 1, or their agents, servants, subcontractors, employees, or invitees.

In like fashion, the owner of Tract 2 shall defend, indemnify, and hold harmless the owner of Tract 1 and their agents and employees from and against any and all liability suffered because of injury or death of any person or persons or damage to property or claims, demands, damages, expenses or costs, including reasonable attorney's fees, of any kind or nature arising from this easement and caused by the negligent acts, omissions, or willful misconduct by the owner of Tract 2, or their agents, servants, subcontractors, employees, or invitees.

8. **Enforcement of Agreement.** All Tract Owners shall have the right to legally enforce this Agreement and the covenants, conditions and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.
9. **Amendments.** This Agreement may not be modified, amended, or terminated except by execution and recording of a written instrument signed by all then-present Tract Owners.
10. **Successors.** All of the terms, covenants, conditions, and obligations set forth in this Agreement shall exist for the benefit of and shall bind all Tract Owners, and their respective personal representatives, heirs, successors, transferees and assigns, and shall continue running with the land.
11. **Severability.** If any provision or specific application of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Agreement shall remain valid and binding.
12. **Non-Use; Non-Merger.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent any Tract Owner from later use of the Driveway Easement rights to the fullest extent authorized in this Agreement. It is the intention of the parties that the easement created herein shall not merge with the common fee ownership interests of Tracts 1 and 2.
13. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have agreed to and executed this Agreement this 21st
day of November, 2025.

TRACT 1 OWNER:

Price Road Properties LLC

Barbara Rogers
Barbara Rogers, Member

TRACT 2 OWNER:

Price Road Properties LLC

Barbara Rogers
Barbara Rogers, Member

STATE OF OHIO

COUNTY OF FRANKLIN ss.

The foregoing instrument was acknowledged and signed before me on this 21st day of
November, 2025.

Richard Taps
Notary Public



RICHARD T. TAPS
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O.R.C.

PLANNING COMMISSION STAFF REPORT

Project Summary – 52 Price Road

Meeting Date: January 14, 2026

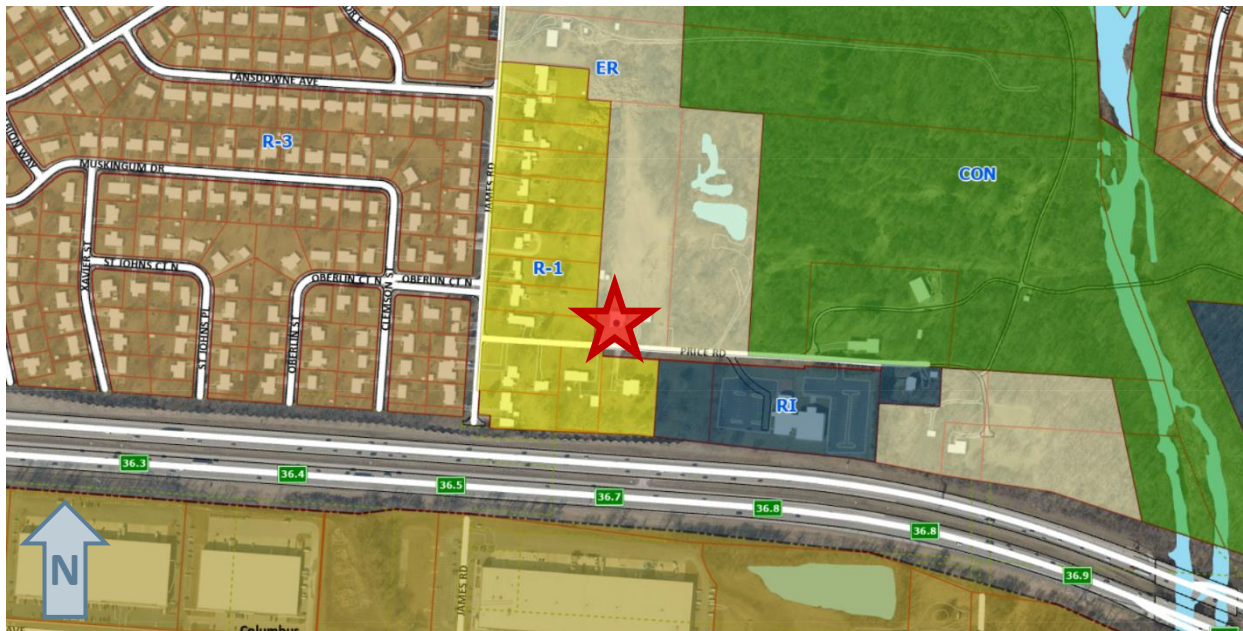
Zoning: Estate Residential (ER)

Application Type(s): Variance (V)

Staff Representative: Maddie Capka, Planner II

Recommendation: Staff recommends approval of the application.

Location Map:



Staff Review

Overview

The applicant is requesting approval of a variance for a future Subdivision Without Plat/lot split application. The applicant would like to split the existing parcel into two new parcels, one east and one west. After the lot split, the properties would be ~2.4 and ~2.3 acres respectively.

With the proposed split, the east parcel would have 120.85 ft of frontage, and the west parcel would have 120.25 ft. The zoning code requires 150 ft of frontage for properties zoned Estate Residential (ER), so a variance is required.

The site currently contains one single-family residence, a driveway, and a detached garage. The existing parcel is narrow and deep, with all buildings and structures at the front of the lot due to the floodplain that covers most of the parcel. The intent is for the property to be split down the middle, the existing house demolished, and two new houses constructed: one on each new parcel. There would be a shared driveway for both houses with an access easement.

There are currently no permits or applications submitted to develop the site, this application is only for the future SWP application.

Review Criteria

Variance (V)

The following variance has been requested:

1. Ch 1103.06(e) – Estate Residential (ER)
 - a. All properties in this zoning district must have at least 150 ft of frontage.
 - b. After the lot split, the east parcel would have 120.85 ft of frontage, and the west parcel would have 120.25 ft

Before granting a variance, Planning Commission shall find that:

- a) The variance is not likely to result in substantial change to the essential character of the neighborhood;
- b) The variance is not likely to result in damage to adjoining properties;
- c) The variance is not likely to affect the delivery of governmental services (e.g., water, sewer, garbage);
- d) The variance is not likely to result in environmental impacts greater than what is typical for other lots in the neighborhood;
- e) The variance is necessary for the economical use of the property, and such economical use of the property is not easily achieved through some method other than a variance;
- f) The variance is not likely to undermine the objectives of the land use plan;
- g) Whether the variance is substantial and is the minimum necessary to make possible the reasonable use of land or structures; and,

- h) The practical difficulty could be eliminated by some other method, even if the solution is less convenient or more costly to achieve.

Recommendation

Staff recommends approval of the Variance application as submitted. The requested variance is minor in nature. The existing lot is deep and narrow, so any lot split would require a variance. Planning Commission approved a variance to the same frontage requirement for a lot split at 4444 Shull Rd in April 2025. Staff does not believe that granting this variance would have any negative effects, nor would alter the character of the neighborhood.