

City of Gahanna

200 South Hamilton
Road
Gahanna, Ohio 43230

Signature

Ordinance: ORD-0010-2023

File Number: ORD-0010-2023

AN ORDINANCE TO ACCEPT DEEDS OF EASEMENT OF 0.850 +/- ACRES AND 1.000 +/- ACRES FOR DRAINAGE PURPOSES FOR PROPERTIES ALONG EAST JOHNSTOWN ROAD, WAIVING SECOND READING, AND DECLARING AN EMERGENCY

WHEREAS, the City of Gahanna has received deeds of easement from Amanda Saree Ochs and Wesley J. Mueller (Property 1) and Daniel A. and Darlene E. Watts (Property 2) for drainage purposes along property identified by Franklin County as parcel ID 025-001981 (Property 1) and parcel ID 025-002021 (Property 2); and

WHEREAS, it is desirable for the City to officially accept the deeds of easement in order to provide access to the properties to allow for the construction of drainage improvements primarily in the adjacent right-of-way of East Johnstown Road; and

WHEREAS, the Administration requests Council waive the second reading and adopt the Ordinance as an emergency measure immediately necessary for the preservation of the public peace, safety, health, and welfare of the City of Gahanna to assist with the timeliness of recording with Franklin County prior to bidding and construction activities.

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

Section 1. That this Council hereby accepts the deed of easement for drainage purposes from Amanda Saree Ochs and Wesley J. Mueller; said easement terms and property more particularly described and attached hereto as EXHIBIT A and made a part herein.

Section 2. That this Council hereby accepts the deed of easement for drainage purposes from Daniel A. and Darlene E. Watts; said easement terms and property more particularly described and attached hereto as EXHIBIT B and made a part herein.

Section 3. That for the reasons set forth in the preamble above, the second reading is hereby waived, and this Ordinance is declared an emergency measure which shall be in full force and effect immediately upon passage by this Council and on date of signature of approval by the Mayor.

At a meeting of the City Council on February 20, 2023, a motion was made by Schnetzer, seconded by Bowers, that this Ordinance be Adopted. The vote was as follows:

Ms. Angelou, YES; Ms. Bowers, YES; Ms. McGregor, YES; Ms. Padova, YES; Mr. Renner, YES; Mr. Schnetzer, YES; Mr. Weaver, YES.

President


Stephen A. Renner

Date

02/20/2023

Attest by Jeremy A. VanMeter
Jeremy A. VanMeter
Clerk of Council

Date 2/20/2023

Approved by the Mayor Laurie A. Jadwin
Laurie A. Jadwin

Date 2.20.2023

Approved as to Form Raymond J. Mularski
Raymond J. Mularski
City Attorney

Date 2-20-2023

DEED OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENT that **AMANDA SAREE OCHS AND WESLEY J. MUELLER** (the “**Grantors**”), for One Dollar (\$1.00) and other good and valuable consideration, which Grantors acknowledges receipt and sufficiency, given by the **CITY OF GAHANNA, OHIO**, a municipal corporation, (the “**Grantee**”), whose tax mailing address is 200 South Hamilton Road, Gahanna, Ohio 43230, does forever grant to Grantee, its successors and assigns, a Drainage Easement over and through the following described real estate and shown on Exhibits “A and B” attached hereto and made a part hereof:

Property: 0.850 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 incorporate and made a part hereof.

TERMS & CONDITIONS

The Drainage Easement is granted for the purpose of constructing, using and maintaining a storm sewer and drainage works in any part of the above described parcel of land, including the right to clean, repair and care for the said storm sewer and drainage works, together with the right of access to the above-described parcel of land for the said purpose. The Drainage Easement shall be subject to the following conditions:

1. The Drainage Easement will not limit or restrict the landowner’s use of the property provided such use is compliant with the City’s zoning and/or other applicable property ordinances and regulations.
2. The landowner will submit plans for any installation within the Drainage Easement that it desires to make to the City for approval.

3. The City will give the landowner reasonable notice of not less than three (3) days, if reasonably practicable, prior to commencement of any work on the storm sewer and drainage works.
4. That the storm sewer and drainage works subject to the Drainage Easement shall be kept in good order and condition by the City of Gahanna.
5. That during whatever construction, reconstruction, maintenance, or repair work is or becomes necessary with respect to said storm sewer and drainage works, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be substantially replaced in the same condition as it was prior to such disturbance.
6. The City will hold harmless **AMANDA SAREE OCHS AND WESLEY J. MUELLER** from any loss, damage, injury or liability resulting from the City's negligence in connection with any work involved in constructing, maintaining or caring for the storm sewer and drainage works.
7. No charges will be made against the property or landowner for the cost of construction, maintenance, repair or care for the storm sewer and drainage works in the Drainage Easement.
8. In the event all or any portion the property subject to this Drainage 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 Drainage Easement had not been executed and/or as if any rights granted by the Drainage Easement had not been exercised.
9. This Deed of Drainage 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 Grantors and Grantee and their respective, applicable beneficiaries, heirs, administrators, executors, successors, and assigns.
10. Grantors forever release and discharge Grantee from all just compensation claims under the Ohio Constitution, Article 1, Section 19, arising from granting the Property to Grantee. Grantors agree 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 sewer and drainage works purposes upon Grantors' execution of this Deed of Easement, and (ii) will subsequently accept, dedicate, and name the Property as a drainage easement.

GRANTORS' EXECUTION

IN WITNESS WHEREOF, Grantor, 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.

AMANDA SAREE OCHS

By: [Signature]

Print Name: AMANDA SAREE Ochs

WESLEY J. MUELLER

By: [Signature]

Print Name: Wesley J Mueller

State of Ohio)

Count of Franklin)

Be it remembered on January 9, 2023 I affixed my seal evidencing this instrument was acknowledged before me by Amanda ^{Ochs} & Wesley Mueller.



JILL A. WEBB
Notary Public
State of Ohio
My Comm. Expires
June 24, 2025

[Signature]
Notary Public

Commission Expiration Date: 6-24-2025

Approved as to Form by:

[Signature]

Raymond Mularski – Gahanna City Attorney
200 South Hamilton Road
Gahanna, Ohio 43230

DESCRIPTION OF A DRAINAGE EASEMENT
NORTH SIDE OF E. JOHNSTOWN ROAD
OCHS & MUELLER PROPERTY
CITY OF GAHANNA, OHIO

Situated in the State of Ohio, County of Franklin, City of Gahanna, being a strip of land located within that 0.850-acre tract (Tract 1) as described in a deed to Amanda Saree Ochs & Wesley J. Mueller, of record in Instrument Number 201912190170754, Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning at the southwesterly corner of said 0.850-acre tract and in the northerly right-of-way line of E. Johnstown Road, 30feet from centerline;

Thence North $15^{\circ}10'48''$ West, along the westerly line of said 0.850-acre tract, a distance of 10.43 feet to a point;

Thence through said 0.850-acre tract with the arc of a curve to the left, having a radius of 533.50 feet, a central angle of $31^{\circ}54'00''$, an arc length of 297.03 feet, the chord of which bears of North $42^{\circ}16'36''$ East, a chord distance of 293.21 feet to a point in the northerly line of said 0.850-acre tract;

Thence South $86^{\circ}04'13''$ East, along said northerly line, a distance of 10.80 feet the northeasterly corner of said 0.850-acre tract and in the right-of-way line of E. Johnstown Road;

Thence along said right-of-way line with the arc of a curve to the right, having a radius of 543.50 feet, a central angle of $32^{\circ}38'52''$, an arc length of 309.69 feet, the chord of which bears South $42^{\circ}13'00''$ West, a chord distance of 305.52 feet to the place of beginning.

This description was prepared by IBI Group, based on information obtained from an actual field survey of the premises performed in March 2021.



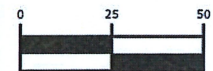


IBI GROUP
 8101 North High Street, Suite 100
 Columbus OH 43235 USA
 tel 614 818 4900 fax 614 818 4901
 ibigroup.com

DRAINAGE EASEMENT EXHIBIT

AMANDA SAREE OCHS &
 WESLEY J. MUELLER
 E. JOHNSTOWN ROAD
 GAHANNA, OHIO

GRAPHIC SCALE



(IN FEET)
 1 inch = 50 ft.



0.394 ACRE
TRACT 2

BARBARA J. LANDRUM
 521 E JOHNSTOWN RD
 I.N. 201104150050142
 0.800 ACRE

S86°04'13"E
10.80'

AMANDA SAREE OCHS &
 WESLEY J. MUELLER
 I.N. 201912190170754
 0.850 ACRE
 TRACT 1

$\Delta=31^{\circ}54'00''$
 $R=533.50'$
 $CB=N42^{\circ}16'36''E$
 $CD=293.21'$
 $L=297.03'$

DANIEL A. WATTS &
 DARLENE E. WATTS
 I.N. 199710080114885
 1.000 ACRES

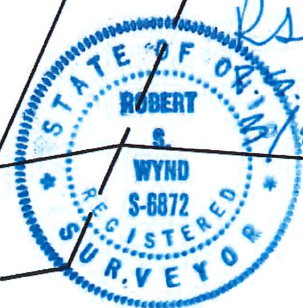
10' DRAINAGE
EASEMENT

$\Delta=32^{\circ}38'52''$
 $R=543.50'$
 $CB=S42^{\circ}13'00''W$
 $CD=305.52'$
 $L=309.69'$

N15°10'48"W
10.43'

PLACE OF
BEGINNING

E. JOHNSTOWN ROAD



LARRY LANE

VALERIO HEIGHTS No.3
 P.B. 39, PG. 114

DEED OF EASEMENT

KNOW ALL PERSONS BY THESE PRESENT that **DANIEL A. WATTS AND DARLENE E. WATTS** (the “Grantors”), for One Dollar (\$1.00) and other good and valuable consideration, which Grantors acknowledges receipt and sufficiency, given by the **CITY OF GAHANNA, OHIO**, a municipal corporation, (the “Grantee”), whose tax mailing address is 200 South Hamilton Road, Gahanna, Ohio 43230, does forever grant to Grantee, its successors and assigns, a Drainage Easement over and through the following described real estate and shown on Exhibits “A and B” attached hereto and made a part hereof:

Property: 1.000 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 incorporate and made a part hereof.

TERMS & CONDITIONS

The Drainage Easement is granted for the purpose of constructing, using and maintaining a storm sewer and drainage works in any part of the above described parcel of land, including the right to clean, repair and care for the said storm sewer and drainage works, together with the right of access to the above-described parcel of land for the said purpose. The Drainage Easement shall be subject to the following conditions:

1. The Drainage Easement will not limit or restrict the landowner’s use of the property provided such use is compliant with the City’s zoning and/or other applicable property ordinances and regulations.
2. The landowner will submit plans for any installation within the Drainage Easement that it desires to make to the City for approval.

3. The City will give the landowner reasonable notice of not less than three (3) days, if reasonably practicable, prior to commencement of any work on the storm sewer and drainage works.
4. That the storm sewer and drainage works subject to the Drainage Easement shall be kept in good order and condition by the City of Gahanna.
5. That during whatever construction, reconstruction, maintenance, or repair work is or becomes necessary with respect to said storm sewer and drainage works, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be substantially replaced in the same condition as it was prior to such disturbance.
6. The City will hold harmless **DANIEL A. WATTS AND DARLENE E. WATTS** from any loss, damage, injury or liability resulting from the City's negligence in connection with any work involved in constructing, maintaining or caring for the storm sewer and drainage works.
7. No charges will be made against the property or landowner for the cost of construction, maintenance, repair or care for the storm sewer and drainage works in the Drainage Easement.
8. In the event all or any portion the property subject to this Drainage 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 Drainage Easement had not been executed and/or as if any rights granted by the Drainage Easement had not been exercised.
9. This Deed of Drainage 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 Grantors and Grantee and their respective, applicable beneficiaries, heirs, administrators, executors, successors, and assigns.
10. Grantors forever release and discharge Grantee from all just compensation claims under the Ohio Constitution, Article 1, Section 19, arising from granting the Property to Grantee. Grantors agree 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 sewer and drainage works purposes upon Grantors' execution of this Deed of Easement, and (ii) will subsequently accept, dedicate, and name the Property as a drainage easement.

GRANTORS' EXECUTION

IN WITNESS WHEREOF, Grantor, 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.

DANIEL A. WATTS

By: Daniel A. Watts

Print Name: Daniel A. Watts

Print Title: Home Owner

DARLENE E. WATTS

By: Darlene E. Watts

Print Name: Darlene E. Watts

Print Title: Home Owner

State of Ohio)

Count of Franklin)

Be it remembered on January 17, 2023 I affixed my seal evidencing this instrument was acknowledged before me by Daniel & Darlene Watts.



JILL A. WEBB
Notary Public
State of Ohio
My Comm. Expires
June 24, 2025

Jill Webb
Notary Public

Commission Expiration Date: 6-24-2025

Approved as to Form by:

[Signature]

Raymond Mularski – Gahanna City Attorney
200 South Hamilton Road
Gahanna, Ohio 43230

DESCRIPTION OF A DRAINAGE EASEMENT
NORTH SIDE OF E. JOHNSTOWN ROAD
WATTS PROPERTY
CITY OF GAHANNA, OHIO

Situated in the State of Ohio, County of Franklin, City of Gahanna, being a strip of land located within that 1-acre tract as described in a deed to Daniel A. and Darlene E. Watts, of record in Instrument Number 199710080114885, Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning at the southeasterly corner of said 1-acre tract and in the northerly right-of-way line of E. Johnstown Road, 30feet from centerline;

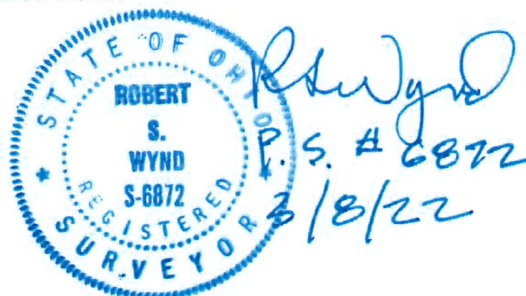
Thence along said right-of-way line with the arc of a curve to the right, having a radius of 543.50 feet, a central angle of $18^{\circ}30'43''$, an arc length of 175.60 feet, the chord of which bears South $67^{\circ}47'48''$ West, a chord distance of 174.84 feet to the southwesterly corner of said 1-acre tract;

Thence North $6^{\circ}07'40''$ West, along the westerly line of said 1-acre tract, a distance of 10.07 feet to a point;

Thence through said 1-acre tract with the arc of a curve to the left, having a radius of 533.50 feet, a central angle of $18^{\circ}41'51''$, an arc length of 174.10 feet, the chord of which bears of North $67^{\circ}34'31''$ East, a chord distance of 173.33 feet to a point in the easterly line of said 1-acre tract;

Thence South $15^{\circ}10'48''$ East, along said easterly line, a distance of 10.43 feet to the place of beginning.

This description was prepared by IBI Group, based on information obtained from an actual field survey of the premises performed in March 2021.

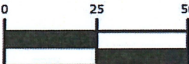




IBI GROUP
 8101 North High Street, Suite 100
 Columbus OH 43235 USA
 tel 614 818 4900 fax 614 818 4901
 ibigroup.com

DRAINAGE EASEMENT EXHIBIT

DANIEL & DARLENE WATTS
 E. JOHNSTOWN ROAD
 GAHANNA, OHIO

GRAPHIC SCALE

 (IN FEET)
 1 inch = 50 ft.



AMANDA SAREE OCHS
 I.N. 201912190170754
 0.850 ACRE
 TRACT 1

DANIEL A. WATTS &
 DARLENE E. WATTS
 I.N. 199710080114885
 1.000 ACRE

CALVIN F. HAMRICK &
 DARLENE E. WATTS TR.
 I.N. 202102230033429
 1.00 ACRE

$\Delta=18^{\circ}41'51''$
 R=533.50'
 CB=N67°34'31"E
 CD=173.33'
 L=174.10'

10' DRAINAGE
EASEMENT

S15°10'48"E
 10.43'

PLACE OF
BEGINNING

E. JOHNSTOWN ROAD

N6°07'40"W
 10.07'

$\Delta=18^{\circ}30'43''$
 R=543.50'
 CB=S67°47'48"W
 CD=174.84'
 L=175.60'

Rhd Wyn
 R.S. # 6872
 3/8/22

