

ACCESS EASEMENT AGREEMENT

This **ACCESS EASEMENT AGREEMENT** (“Agreement”) is made and entered into as of the _____ day of _____, 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: _____

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 _____ day of _____, 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: _____

GRANTEE:

CITY OF GAHANNA, OHIO,
a municipal corporation

By: _____

Name: _____

Title: _____

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ 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.

Notary Public

My commission expires: _____

Approve to Form:

By: _____
Priya Tamilarasan, Gahanna City Attorney

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

11375

TRANSFERRED

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

RESTORATION LEGEND

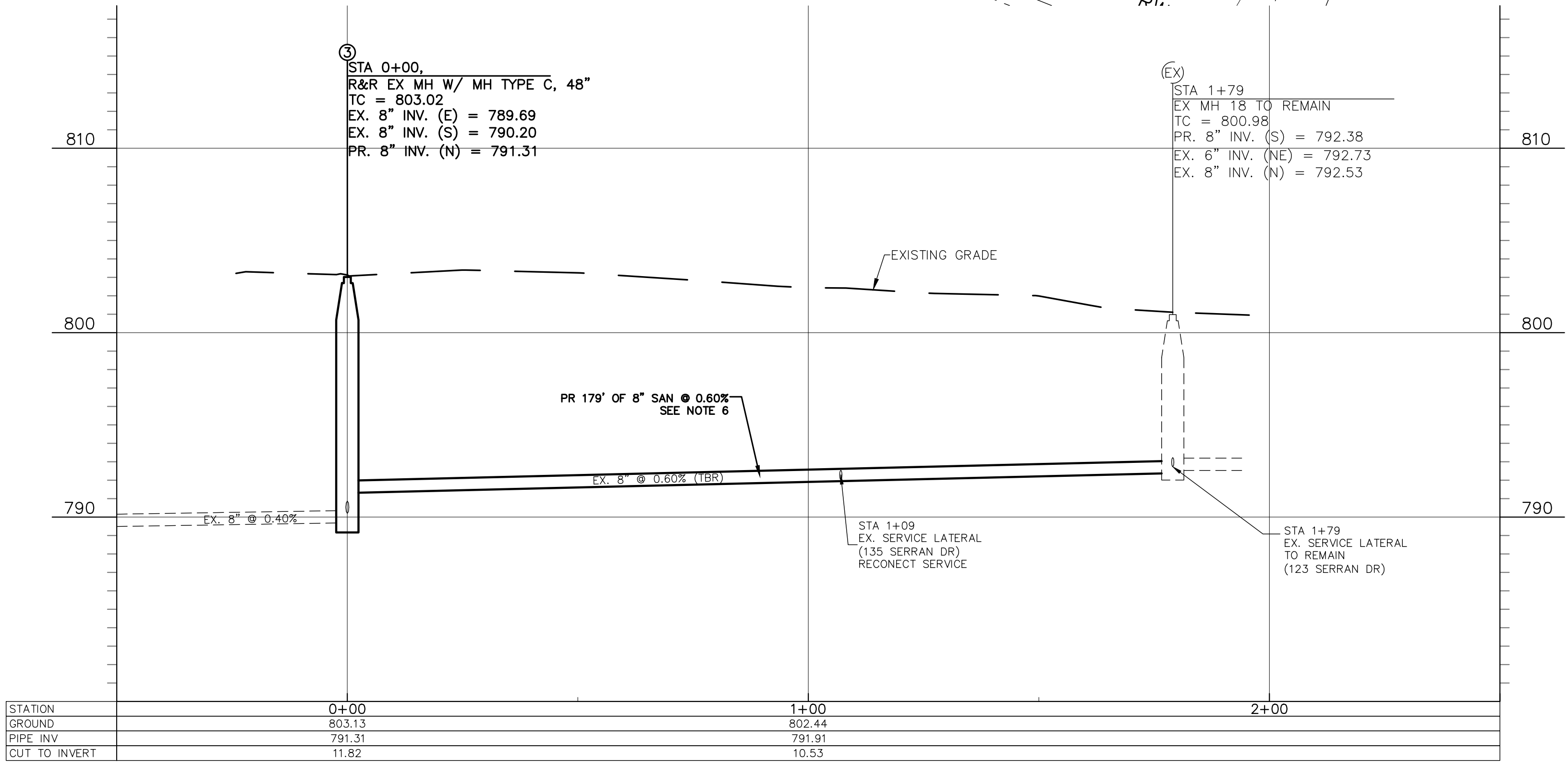
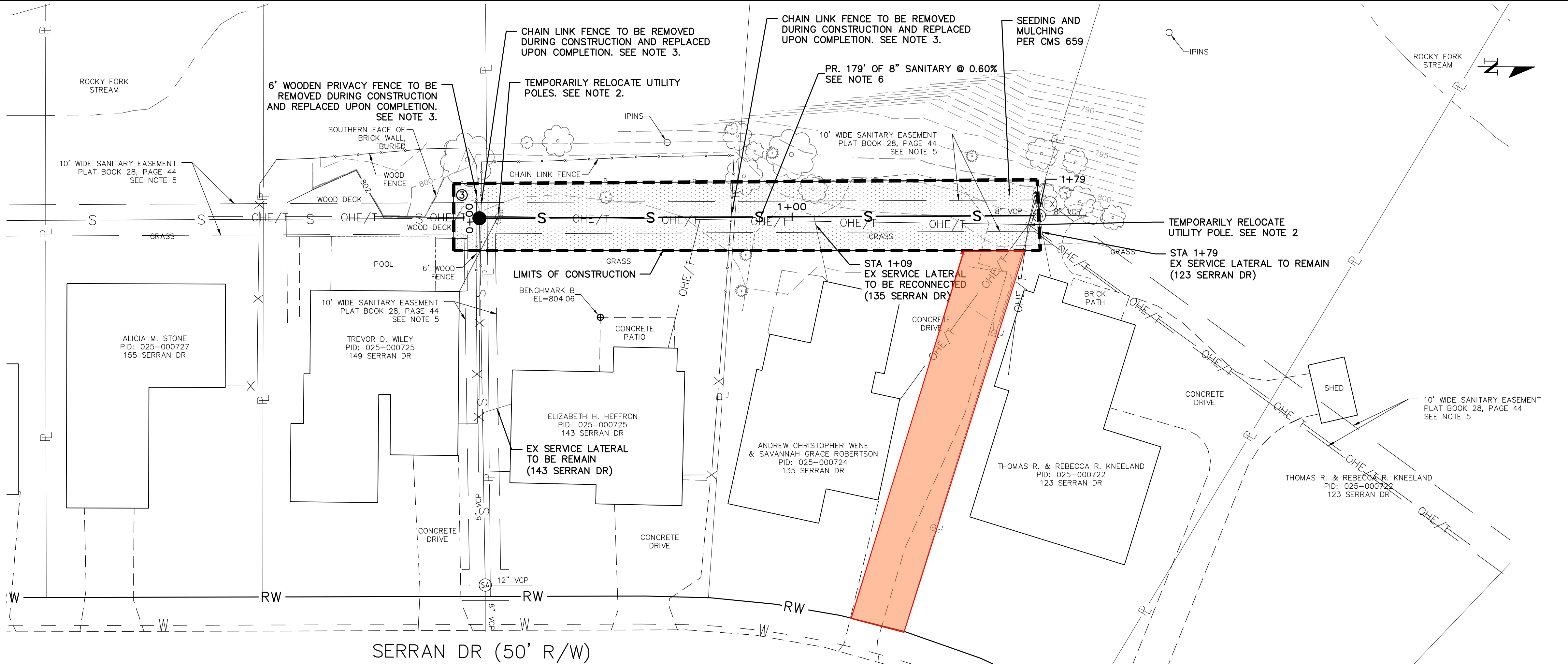
SEEDING AND MULCHING PER COC ITEM 659

NOTES

- 2014 CCTV INSPECTION REPORTS/VIDEOS AND ORIGINAL CONSTRUCTION DRAWINGS FOR SEWERS IN PROJECT AREA AVAILABLE UPON REQUEST.
- UTILITY POLE TO BE TEMPORARILY RELOCATED DURING CONSTRUCTION. CONTRACTOR TO COORDINATE MEANS AND METHODS WITH UTILITY OWNERS.
- REMOVE FENCE DURING CONSTRUCTION AND REPLACE IN KIND AFTER PROPOSED SEWER HAS BEEN TESTED AND APPROVED. CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNER PRIOR TO REMOVAL AND TO ENSURE RESTORATION IS SATISFACTORY.
- THE CITY HAS OBTAINED TEMPORARY WORK AGREEMENTS FOR PROPOSED CONSTRUCTION AT ALL PROPERTIES IMPACTED BY THIS PROJECT (149 SERRAN DR, 143 SERRAN DR, 135 SERRAN DR, 123 SERRAN DR). CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE TERMS OF THOSE AGREEMENTS.
- THE DEPICTION OF EXISTING SANITARY EASEMENTS IS BASED ON SURVEYED SANITARY STRUCTURES AND THE SANITARY SEWER RECORD PLANS. REFER TO THE ROCKY FORK HEIGHTS PLAT MAP RECORDED IN PLAT BOOK 28, PAGE 44 OF THE FRANKLIN COUNTY RECORDER.
- AS AN ALTERNATIVE TO OPEN-CUT SEWER INSTALLATION, THE CONTRACTOR MAY INSTALL THE SERRAN DRIVE SEWER BY WAY OF PIPE BURSTING ACCORDING TO SUPPLEMENTAL SPECIFICATION SS-2. PIPE BURSTING MAY ONLY BE USED ON THE SERRAN DRIVE PORTION OF THIS PROJECT AND WILL NOT BE PERMITTED FOR THE CLOTTIS ROAD PORTION.

BENCHMARKS (NAVD 88)

BM "B", EL=804.06
THE SOUTH WEST CORNER ON THE EXISTING CONCRETE PATIO LOCATED IN THE BACKYARD OF 143 SERRAN DR.



No.	BY	DATE	REVISIONS	PROJ. PERSONNEL	DATE
	Int.	Mo./Dy./Yr.		Initials	Mo./Dy./Yr.
			Remarks		
				DES.	
				DWN.	
				CKD.	

CITY OF GAHANNA, OHIO
PUBLIC SERVICE & ENGINEERING

CLOTTIS ROAD & SERRAN DRIVE
SANITARY SEWER IMPROVEMENTS

SCALE
HORIZONTAL: 1" = 20'
VERTICAL: 1" = 5'

PLAN AND PROFILE
SERRAN DRIVE

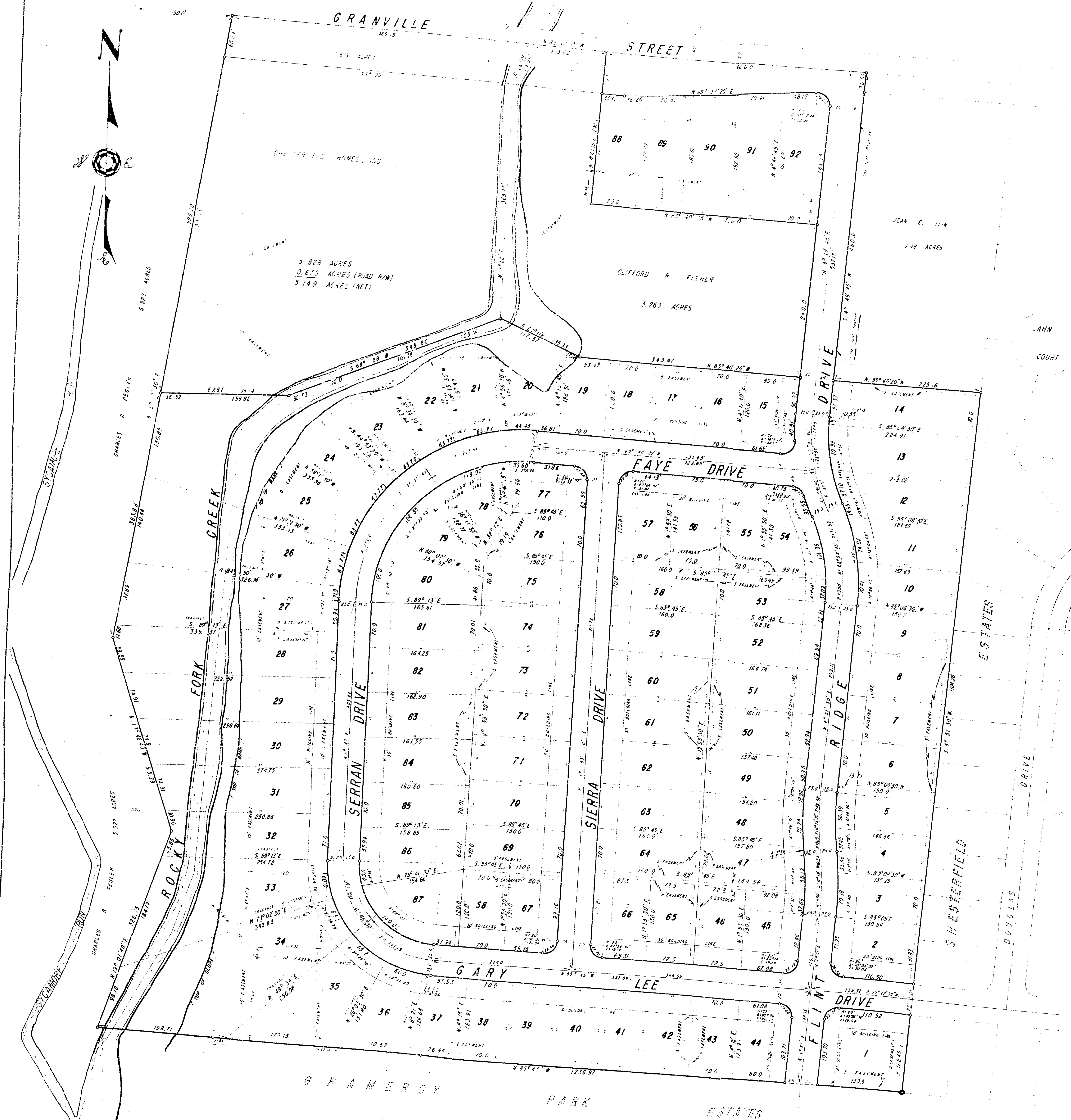
ISSUED STATUS: BID

SHEET 7 OF 10

DATE ISSUED: 09/01/2023
Mo./Dy./Yr.

ROCKY FORK HEIGHTS

BOOK 28 PAGE 44



Situated in the County of Franklin, State of Ohio, Township of Mifflin, Village of Gahanna, being a part of Quarter Township 4, Township 1, Range 17, United States Military Lands, containing 33.118 acres, and being a part of the 36.96 acre tract conveyed to "CHESTERFIELD HOMES, INC.", and described by deed of record in Deed Book 2054, Page 404, Recorder's Office, Franklin County, Ohio.

The undersigned "CHESTERFIELD HOMES, INC." by Lester J. Erlenbach, President, and John D. Pierce, Secretary (owner of the land platted herein) does hereby certify that the attached plat correctly represents its "ROCKY FORK HEIGHTS", does hereby accept this plat of same and dedicate to use as such all or parts of the drives and street shown hereon and not heretofore dedicated.

Easements are reserved where indicated on the plat for the construction, operation, and maintenance of public utility lines and where necessary are for the construction, operation and maintenance of service connections to adjacent lots.

In witness whereof, Lester J. Erlenbach and John D. Pierce, president and secretary respectively, of the said "CHESTERFIELD HOMES, INC." have hereunto set their hands this 3rd day of September, 1957.

WITNESSES

SIGNED:

CHESTERFIELD HOMES, INC.

By Lester J. Erlenbach
Lester J. Erlenbach, President

By John D. Pierce
John D. Pierce, Secretary

STATE OF OHIO SS
COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally came Lester J. Erlenbach and John D. Pierce, President and Secretary, respectively, of the said "CHESTERFIELD HOMES, INC.", who acknowledge the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein expressed.

In witness whereof, I have hereunto set my hand and affixed my official seal this 3rd day of September, 1957.

Wm. C. Fisher
Notary Public, Franklin County, Ohio

My commission expires 18-58

Approved and accepted this 3rd day of September, 1957, by John D. Pierce
Village Engineer

Approved and accepted this 11 day of September, 1957, by Philip H. H. H. H.
Village Planning Commission

Approved and accepted by Ordinance No. 25-57, passed on this 24th day of September, 1957, wherein the drives and street or parts thereof dedicated on the attached plat are accepted as such by the Council for the Village of Gahanna, Ohio.

William Wallace Mayor, Village of Gahanna, Ohio
Philip H. H. H. H. Auditor, Franklin County, Ohio
Transferred this 9th day of October, 1957.

Filed for record this 2nd day of October, 1957, at 1:30 p.m.

Recorded this 10th day of October, 1957, in Plat Book 28, Page 44.
File No. 9327 Fee \$ 15.50

James W. H. H.
Recorder, Franklin County, Ohio

Ray E. H. H.
Deputy Recorder

SURVEYED & PLATTED BY

EVANS MECHWART, HAMBLETON & TILTON
CIVIL ENGINEERS & SURVEYORS
GAHANNA, OHIO

Scale: 1" = 60'
We do hereby certify that we have surveyed the premises and prepared the attached plat and that said plat is correct.
All dimensions are shown in feet and decimal parts thereof.
Dimensions shown along curves are chord measurements.

By James W. H. H.
Registered Surveyor 4072

**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;

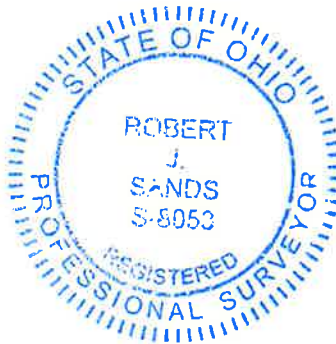
Thence the following courses and distances across said Lot 26;

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.

 05/15/25

Robert J. Sands, P.S. Date

Professional Surveyor No. 8053

EXHIBIT C

