

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 an 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



File # 101797

FIRST OHIO TITLE INSURANCE

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:

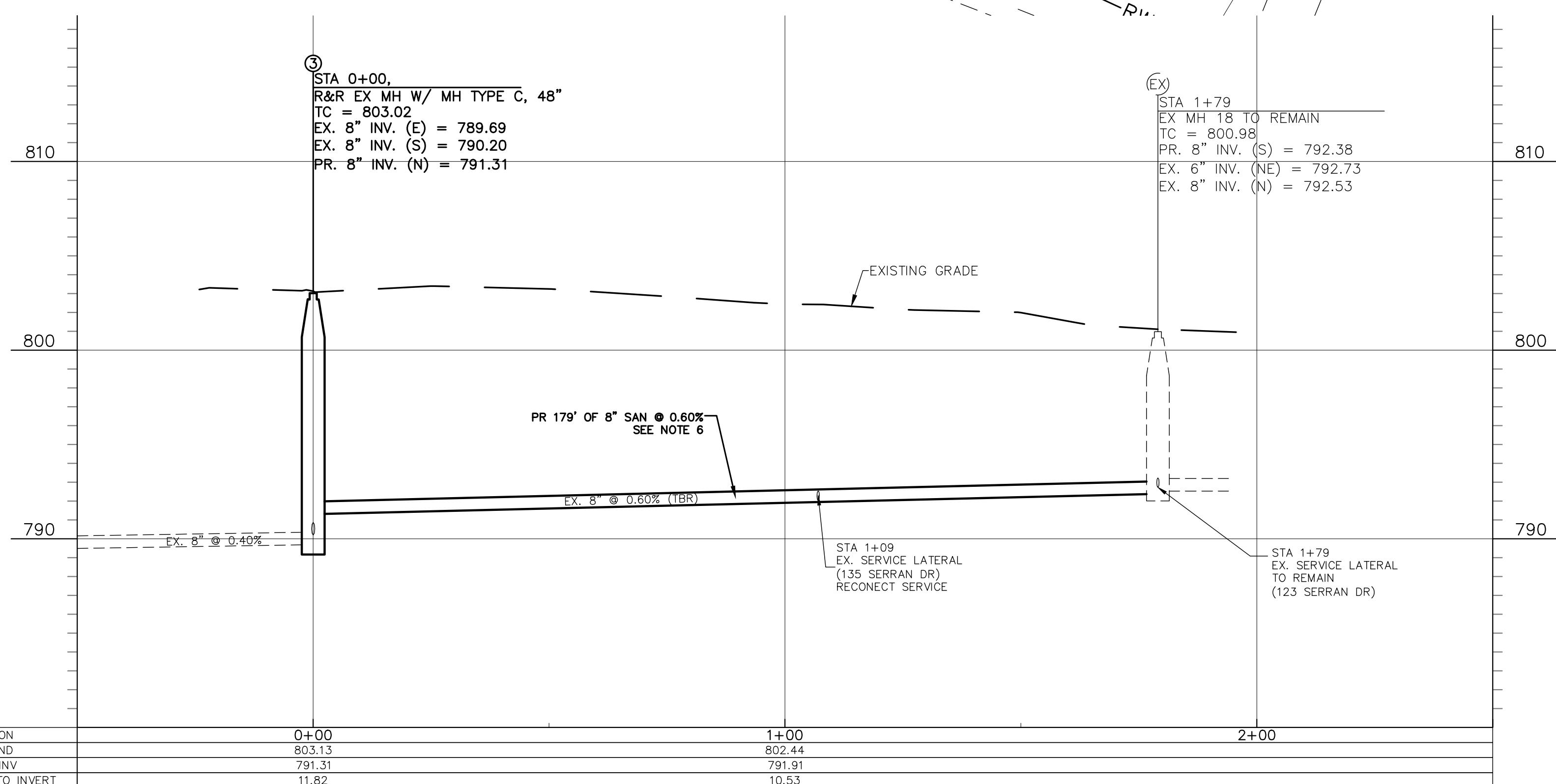
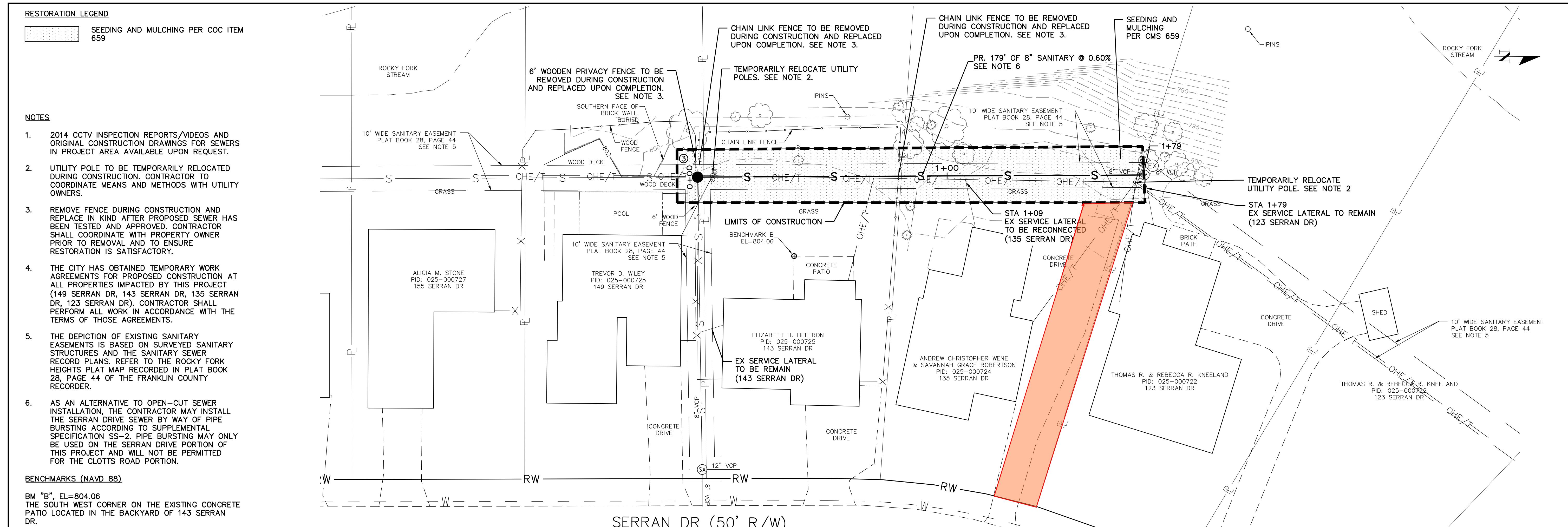
Being Lot Number Twenty Six (26), of ROCKY FORK HEIGHTS, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 28, Page 44, Recorder's Office, Franklin County, Ohio.

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



STATION	0+00	1+00	2+00
GROUND	803.13	802.44	
PIPE INV	791.31	791.91	
CUT TO INVERT	11.82	10.53	

CITY OF GAHANNA, OHIO
PUBLIC SERVICE & ENGINEERING

CLOTT'S ROAD & SERRAN DRIVE SANITARY SEWER IMPROVEMENTS

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

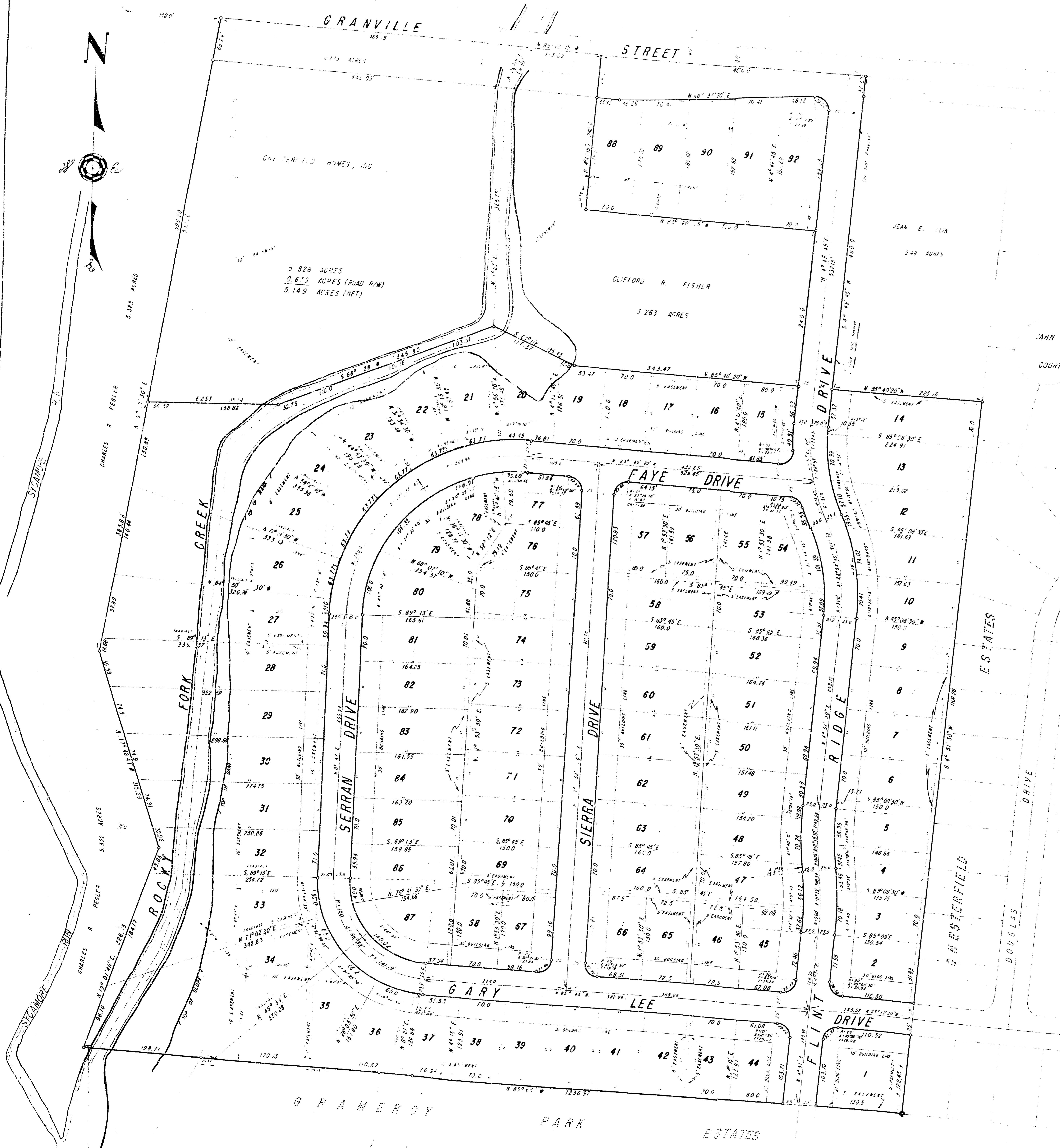
PLAN AND PROFILE SERRAN DRIVE

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 389.6 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. Erienbach, 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 streets 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. Ertenbach 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:

SIGNED:
CHESTERFIELD HOMES, INC

Lester J. Erlapbach
Lester J Erlapbach, President

John D. Pierce
John D. Pierce, Secretary

STATE OF OHIO
COUNTY OF FRANKLIN *ss*

Before me, a Notary Public, in and for said County personally come Lester J. Erlandach 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.

Maline, Inc., Seller,
Notary Public, Franklin County, Ohio

My commission process (18-5)

proved and accepted this 5th day of September, 1957 VILLAGE ENGINEER
By: John J. Fitter

proved and accepted this 11 day of Sept., 1957

Approved and accepted by Ordinance No 25-57 passed on this 14th of
September, 1957, wherein the drives and street or paths thereof dedicated on the
aforesaid plot are accepted as such by the Council for the Village of Gahanna, Ohio.

William Wallace
MAYOR, VILLAGE OF GAHANNA, OHIO

Philip J. Messerly
MAYOR, VILLAGE OF GAHANNA, OHIO

Fred G. Deacon

5 for record this 27th day of October 1957 at 10:30 a.m.

corded this 10th day of October, 1957, in Plot Book 28, page 44.

SURVEYED & PLATTED
BY
ANS MECHWART, HAMBLETON & TILTON
CIVIL ENGINEERS & SURVEYORS

SAHANNA, OHIO
e: 1" = 60'
◎ = Concrete Monument O = Iron Pin

By J. H. Smith Surveyor
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°07'36", a radius of 275.00 feet, an arc length of 15.01 feet, a chord bearing of South 15°38'22" West, and a chord length of 15.01 feet;

Thence the following courses and distances across said Lot 26;

North 72°47'47" West a distance of 127.67 feet, to a point on an existing 10 feet wide easement;

North 00°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°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°29'17" West.



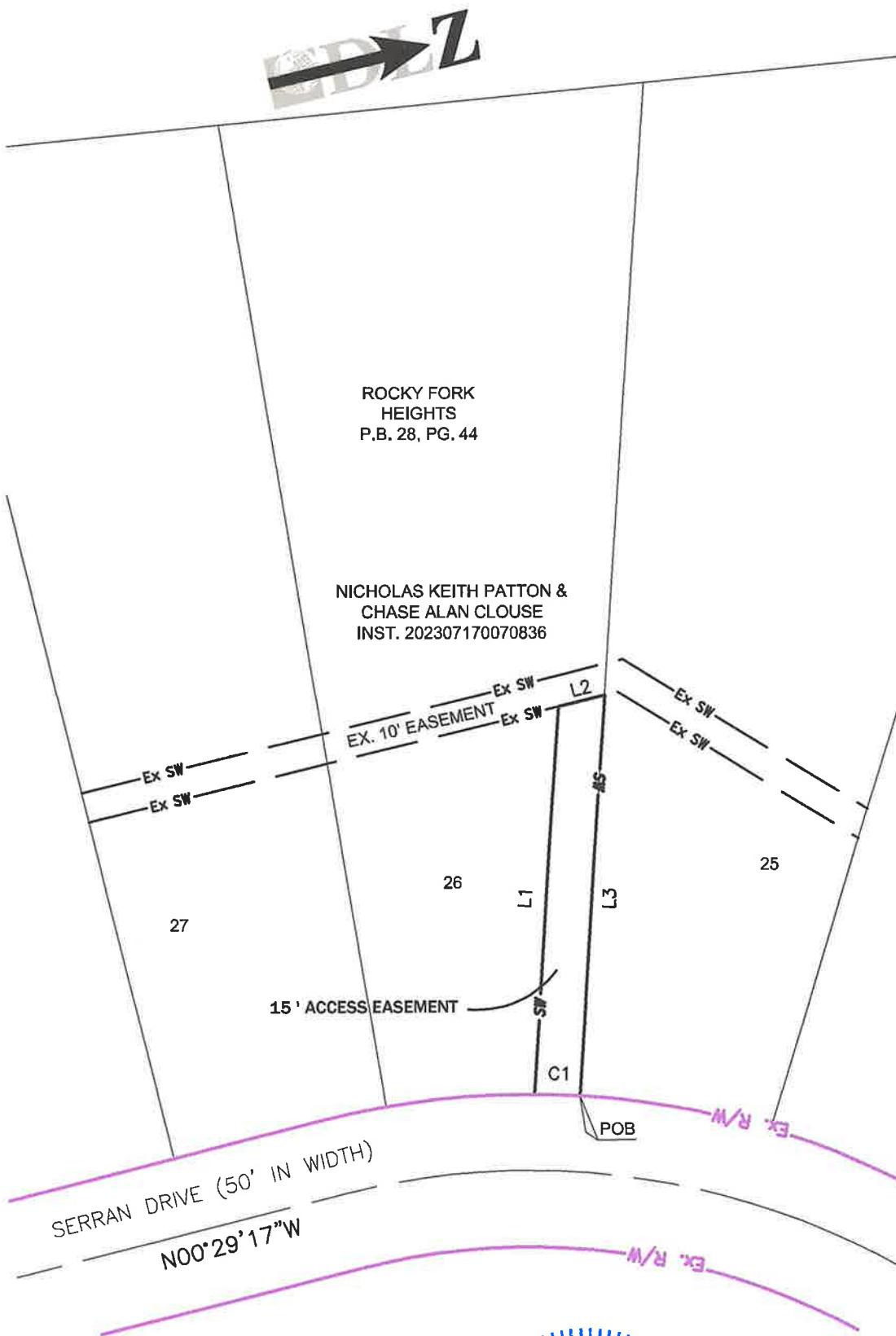
EXHIBIT C

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" WEST.

CERTIFICATION:

THIS DRAWING IS BASED ON RECORD 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



100 50 0 100
1 INCH = 100 FEET



DLZ

6121 Huntley Road - Columbus, Ohio 43229-1003
Ph.: (614) 888-0040 Fax: (614) 848-6712