

To: Members of Dublin City Council
From: Marsha I. Grigsby, City Manager 
Date: September 6, 2012
Initiated By: Paul A. Hammersmith, P.E., Director of Engineering/City Engineer
Barbara Cox, Engineering Manager - Development
Re: Ordinance No. 55-12 – Glasin Court Storm Sewer – Donation of Easement

Background

Pursuant to resolving a drainage issue, the City of Dublin ("City") is preparing to install additional storm sewer on the south side of Glasin Court and between lots 666 and 667 in Ballantrae, Section 10 ("project"). In the locations where the sewer is not located within the existing right-of-way of Glasin Court, the sewer will be located within areas owned by adjacent landowners. As a result, the City must acquire certain property interests from those owners in order to construct this project. After engaging in amicable negotiations, Mr. Daniel Larkin and Ms. Carrie Turner, owning property at 6715 Glasin Court (lot 666), have agreed to dedicate, as a donation, to the City the necessary permanent Storm Sewer and Drainage Easements ("Permanent Easement").

Summary

Mr. Larkin and Ms. Turner are dedicating to the City the following property interests located within Franklin County parcel no. 274-001229, as depicted on the attached descriptions and exhibits, as follows:

- Parcel No. 274-001229: 0.032 acres Permanent Easement

Ordinance No. 55-12 would allow the City Manager to execute all necessary conveyance documentation to formally accept the dedication of the aforementioned property interests in the form of permanent easements.

Recommendation

Staff recommends approval of Ordinance No. 55-12 at the September 10 Council meeting, dispensing with the public hearing and declaring an emergency, as obtaining the property interests described herein is necessary for the furtherance of the construction of the storm sewer. Furthermore, staff recommends a letter of appreciation be sent to Mr. Larkin and Ms. Turner, LLC expressing the City's gratitude for this donation of easement.

RECORD OF ORDINANCES

55-12

Ordinance No. _____

Passed _____, 20____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY CONVEYANCE DOCUMENTATION TO ACCEPT THE DEDICATION OF A 0.032 ACRES, MORE OR LESS, PERMANENT STORM SEWER AND DRAINAGE EASEMENT FROM DAVID A. LARKIN AND CARRIE J. TURNER, AND DECLARING AN EMERGENCY

WHEREAS, the City of Dublin ("City") is preparing to install additional storm sewer on Glasin Court ("Project"); and

WHEREAS, said project requires that the City obtain certain property interests in Franklin County parcel no. 274-001229, owned by Mr. David A. Larkin and Ms. Carrie J. Turner (the "Owners"); and

WHEREAS, the Owners are willing to dedicate the property interests in Franklin County parcel no. 274-001229 to the City as set forth in the legal descriptions attached hereto, and the City is willing to accept said dedication.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Dublin, _____ of its elected members concurring, that:

Section 1. The City Manager is hereby authorized to execute all documentation necessary to accept the dedication of an approximate 0.032 acres, more or less, storm sewer and drainage easement from the Owners, as set forth in the legal descriptions attached herewith.

Section 2. This ordinance is hereby declared to be an emergency necessary for the immediate preservation of the public health, safety and welfare. The reason for such necessity is the construction of this storm sewer provides needed drainage for the rear yards of this property. Therefore, this ordinance shall go into immediate effect upon passage.

Passed this _____ day of _____, 2012.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

STORM SEWER AND DRAINAGE EASEMENT

This STORM SEWER AND DRAINAGE EASEMENT (the "Agreement") is made and entered into this 2nd day of April 2012, by and between Daniel A. Larkin and Carrie J. Turner, each unmarried (collectively, "Grantor"), whose mailing address is 5208 Frisco Drive, Hilliard, Ohio 43026, and the City of Dublin, Ohio, an Ohio municipal corporation ("Grantee"), whose address is 5200 Emerald Parkway, Dublin, Ohio 43017.

BACKGROUND INFORMATION

WHEREAS, Grantor owns the real property known as Franklin County Auditor's Parcel No. 274-001229 located at 6715 Glasin Court, Dublin, Ohio 43016 (the "Grantor Property"); and

WHEREAS, Grantee desires an easement over those portions of the Grantor Property legally described on the attached Exhibit A and depicted on the attached Exhibit B (the "Easement Area") for the purpose of constructing and maintaining storm sewer and drainage facilities thereon; and

WHEREAS, Grantor desires to grant the storm sewer and drainage easement for the benefit of Grantee, upon the terms and conditions hereinafter set forth.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Storm Sewer Easement. Grantor grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a perpetual, non-exclusive easement in, through, over and under the Easement Area for the following purposes: (i) to construct lines, conduits, valves, regulators and all other appurtenances necessary, in Grantee's sole discretion, for the operation of storm sewer and drainage facilities within the Easement Area (collectively "Facilities"); (ii) to add to, operate, maintain, repair, replace or remove any Facilities; and (iii) of ingress and egress over those portions of Grantor's Property reasonably necessary to facilitate Grantee's use of the Easement Area. Grantee, as soon as reasonably practicable after construction of the Facilities, including any alterations and repairs thereto, shall cause the Easement Area to be restored to its former condition as nearly as is reasonably practicable. Grantee may remove any and all vegetation growing within the Easement Area as is reasonably necessary to facilitate Grantee's use of the Easement Area as permitted by this Agreement. Grantor has the right to enter on the Easement Area for any purpose whatsoever provided Grantor's entry does not in any way impair or hinder the rights granted to Grantee in this Agreement.

2. Relationship to Parties. Nothing contained herein shall be deemed or construed by the parties, or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth in this Agreement.

3. Waiver. Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

4. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

5. Captions. The captions and section numbers in this Agreement are for convenience only and shall not be deemed to be a part of this Agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

7. Modification. This Agreement may not be amended or terminated except by a written instrument executed by the parties and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Agreement.

8. Benefit. This Agreement shall run with the land and inure to the benefit of and be binding upon the parties and their respective heirs, executors, representatives, successors and assigns.

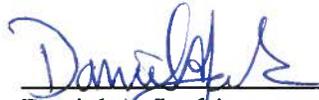
(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

GRANTOR:

GRANTEE:

City of Dublin, Ohio,
an Ohio municipal corporation



Daniel A. Larkin

By: _____
Marsha Grigsby, City Manager

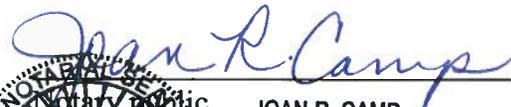


Carrie J. Turner

STATE OF OHIO)
)ss.
FRANKLIN COUNTY)

BE IT REMEMBERED, that on this 2nd day of April 2012, before me, the subscriber, a Notary Public in and for said county and state, personally came Daniel A. Larkin and Carrie J. Turner, each unmarried, who acknowledged the signing thereof to be their free act and deed for the purposes set forth therein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



 JOAN R. CAMP
Notary Public
In and for the State of Ohio
My Commission Expires
December 14, 2015

STATE OF OHIO)
)ss.
FRANKLIN COUNTY)

BE IT REMEMBERED, that on this ____ day of _____, 2012, before me, the subscriber, a Notary Public in and for said county and state, personally came Marsha Grigsby, the City Manager of the City of Dublin, Ohio, an Ohio municipal corporation, who acknowledged the signing thereof to be her free act and deed for and on behalf of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary public

This Instrument Prepared By: Ice Miller LLP, 250 West Street, Columbus, Ohio 43215

**STORM SEWER EASEMENT
0.032 ACRE**

Situated in the State of Ohio, County of Franklin, City of Dublin, located in Virginia Military Survey Number 3453, being across Lot 666 of that subdivision entitled "Ballantrae Section 10" of record in Plat Book 108, Page 78 as conveyed to Daniel A. Larkin and Carrie J. Turner by deed of record in Instrument Number 201011230158395 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

BEGINNING, at a northeasterly corner of said Lot 666, the northwesterly corner of Lot 667 of said "Ballantrae Section 10", being on the southerly right-of-way line of Glasin Court as designated and delineated on said "Ballantrae Section 10";

Thence South 05°28'55" East, with the line common to said Lots 666 and 667, a distance of 137.88 feet to the southeasterly corner of said Lot 666, the southwesterly corner of said Lot 667, a northeasterly corner of Lot 399 of that subdivision entitled "Ballantrae Section 4" of record in 102, Page 51, a northwesterly corner of Lot 400 of said "Ballantrae Section 4";

thence South 82° 28' 39" West, with the southerly line of said Lot 666, a distance of 10.01 feet to a point;

thence North 05° 28' 55" West, across said Lot 666, a distance of 139.15 feet to a point on the arc of a curve in the southerly right-of-way line of Glasin Court;

thence with the southerly right-of-way line of said Glasin Court, with the arc of said curve to the left, having a central angle of 10° 28' 33", a radius of 55.00 feet, an arc length of 10.06 feet, a chord bearing and distance of North 89° 45' 30" East, 10.04 feet to the POINT OF BEGINNING, and containing 0.032 acre of land, more or less.

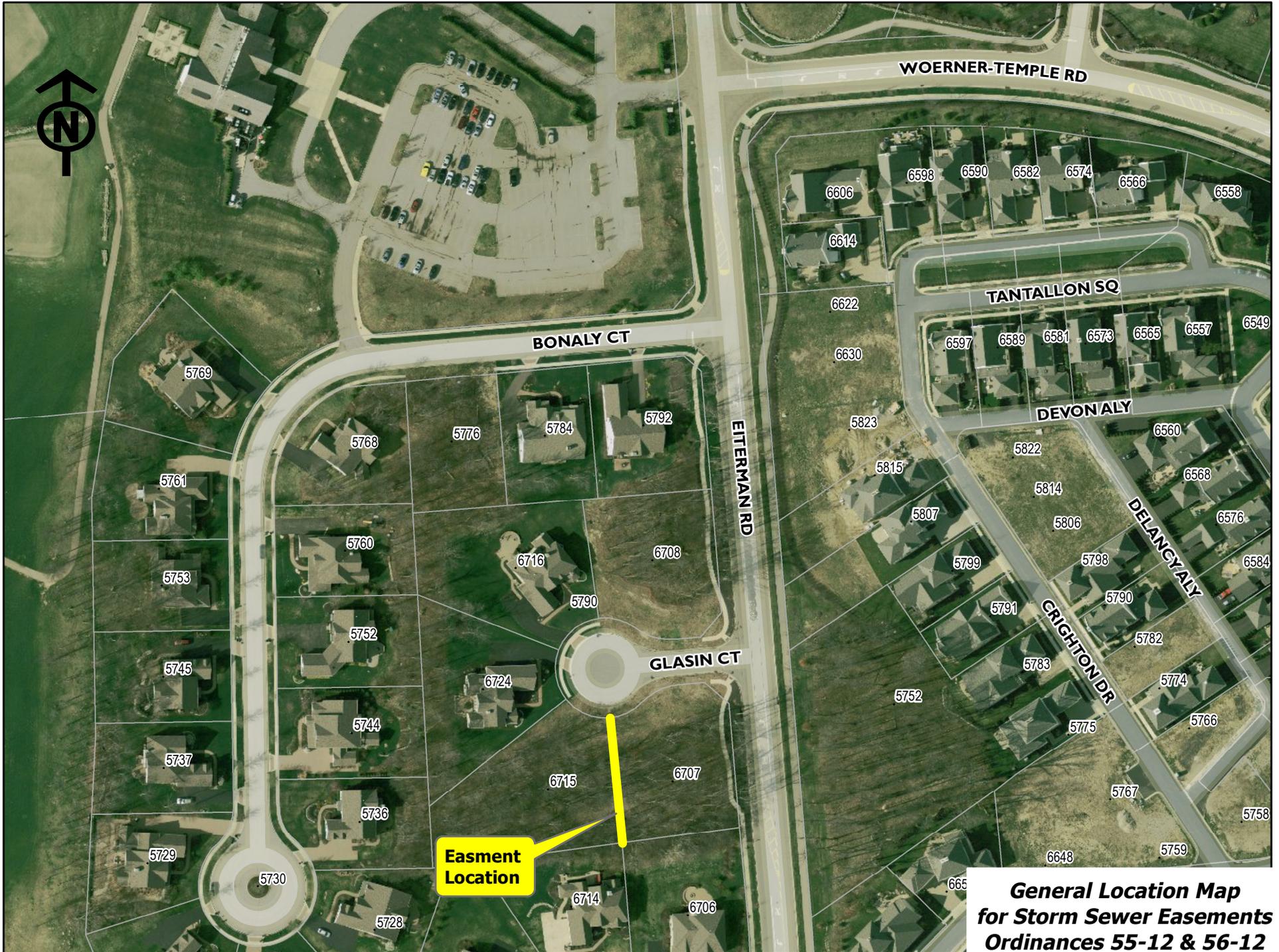


EVANS, MECHWART, HAMBLTON & TILTON, INC.

3/6/12

Edward J. Miller
Registered Surveyor No. 8250

EJM:tb/March 6, 2012
0_026 ac 20120218ESMT_STRM



**Easment
Location**

**General Location Map
for Storm Sewer Easements
Ordinances 55-12 & 56-12**