



City of Dublin

Office of the City Manager  
5200 Emerald Parkway • Dublin, OH 43017-1090  
Phone: 614-410-4400 • Fax: 614-410-4490

# Memo

**To:** Members of Dublin City Council  
**From:** Dana L. McDaniel, City Manager   
**Date:** August 6, 2015  
**Initiated By:** Megan O'Callaghan, Public Works Director  
Jennifer D. Readler, Assistant Law Director

**Re:** Ordinance 55-15  
AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY CONVEYANCE DOCUMENTS TO ACQUIRE A 0.853 ACRE, MORE OR LESS, PERMANENT EASEMENT FROM THE DUBLIN CITY SCHOOL DISTRICT BOARD OF EDUCATION, FOR THE CONSTRUCTION OF A SHARED-USE PATH CONNECTION ALONG THE WESTERN AND NORTHERN PROPERTY LINES OF DUBLIN SCIOTO HIGH SCHOOL, AND DECLARING AN EMERGENCY.

## BACKGROUND

The City of Dublin (the "City") is preparing to construct a shared-use path connection along the western and northern property lines of Dublin Scioto High School (the "Project"). The construction of this Project will provide a new shared-use path connection between Hard Road and the Wyandotte Woods area.

The Project requires that the City obtain a permanent easement from the Dublin City School District Board of Education. The easement is located along the western and northern property lines of Dublin Scioto High School, which is Franklin County Parcel Number 273-008626.

After engaging in amicable discussions, the School District has agreed to execute the permanent easement, transferring those rights to the City at no cost. On June 22, 2015, the School District passed Resolution No. 15-086, which authorized the execution of the permanent easement for the City's shared-use path. The School District subsequently executed the easement document.

## ACQUISITION

The City is acquiring the permanent easement from the School District, as described and depicted in the legal exhibits attached to this memorandum, consisting of 0.853 acre, more or less, for the purpose of construction, grading, utility work, and other work related to the construction of a shared-use path connection.

## RECOMMENDATION

Staff and the Law Department recommend that Council dispense with the public hearing and approve Ordinance No. 55-15 by emergency at the August 10, 2015 Council meeting as the construction of the Project is necessary for the public welfare and safety, and approval of the ordinance will keep the Project moving forward. The plan is to construct this Project prior to the end of this construction season.

# RECORD OF ORDINANCES

Ordinance No. 55-15

Passed \_\_\_\_\_, 20\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY CONVEYANCE DOCUMENTS TO ACQUIRE A 0.853 ACRE, MORE OR LESS, PERMANENT EASEMENT FROM THE DUBLIN CITY SCHOOL DISTRICT BOARD OF EDUCATION, FOR THE CONSTRUCTION OF A SHARED-USE PATH CONNECTION ALONG THE WESTERN AND NORTHERN PROPERTY LINES OF DUBLIN SCIOTO HIGH SCHOOL, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Dublin (the "City") is preparing to construct a shared-use path connection along the western and northern property lines of the Dublin Scioto High School (the "Project"); and

**WHEREAS**, the project requires that the City obtain a permanent shared-use path easement from the Board of Education of the Dublin City School District (the "School District"); and

**WHEREAS**, the School District desires to grant the City a permanent shared-use path easement for the construction and maintenance of the Project, and has passed a resolution authorizing the execution of the permanent easement to the City; and

**WHEREAS**, following the School District's resolution, it executed the proposed permanent easement conveyance document for the shared-use path connection; and

**WHEREAS**, the City desires to execute necessary conveyance documentation to complete the transaction between the City and the School District.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Dublin, State of Ohio, \_\_\_\_\_ of the elected members concurring that:

**Section 1.** The City Manager is hereby authorized to execute all necessary conveyance documentation to acquire a 0.853 acre, more or less, permanent easement from the Dublin City School District Board of Education, said property more fully described in the Exhibits labeled "A" and depicted in the Exhibits labeled "B."

**Section 2.** This Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance.

**Section 3.** This Ordinance is declared to be an emergency necessary for the immediate preservation of the public peace, health, safety or welfare, and for the further reason that obtaining the property interest is necessary for the advancement of this Project. The Ordinance shall therefore take effect immediately upon passage.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor – Presiding Officer

ATTEST:

\_\_\_\_\_  
Clerk of Council

The Board of Education of the Dublin City School District, Ohio met in regular / Work Session on June 22, 2015 commencing at 7:00 p.m. at the Central Administration Building Dublin, Ohio. with the following members present:

Ms. Lynn May                      Mr. Stu Harris

Mr. Scott Melody                Mr. Christopher Valentine

Mr. Rick Weininger

The Treasurer advised the Board that the notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

Mr. Harris moved the adoption of the following Resolution:

**RESOLUTION NO. 15-086**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PERMANENT EASEMENT FOR A CITY OF DUBLIN SHARED-USE PATH.**

**WHEREAS**, the City of Dublin (the "City") is preparing to construct a shared-use path connection along the western and northern property lines of Dublin Scioto High School (the "Project"); and

**WHEREAS**, the Project requires that the City obtain a permanent shared-use path easement from the Board of Education of the Dublin City School District (the "School District"); and

**WHEREAS**, the School District desires to grant the City a permanent shared-use path easement for the construction and maintenance of the Project.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Education of the Dublin City School District, Delaware, Franklin, and Union Counties, Ohio, that:

Section 1. Approval and Execution of Permanent Easement. The President or Vice-President and Treasurer of this Board are hereby authorized to sign, acknowledge, and deliver, in the name of and on behalf of the School District, a permanent easement for the construction of a shared-use path substantially in the form as attached hereto. The form of the permanent bike path easement is approved with such changes therein that are not materially inconsistent with this Resolution and not substantially adverse to the School district and that are permitted by law and shall be approved by the Superintendent and Treasurer. The approval of such changes, and that such changes are not materially inconsistent with this Resolution and not substantially adverse to the School District, shall be conclusively evidenced by the signing of the permanent shared-use path easement by those officials.

Section 2. Approval and Execution of Related Documents. The President or Vice-President and Treasurer of this Board and the Superintendent, or such other School District officials as shall be designated by those officials, as appropriate, are each authorized and directed to sign any certificates or documents, and to take such other actions as are desirable, advisable, necessary, or appropriate, to consummate the transactions contemplated by this Resolution and the permanent shared-use path easement.

Section 3. Prior Acts Ratified and Confirmed. Any actions previously taken by School District officials or agents of this Board in furtherance of the matters set forth in this Resolution are hereby approved, ratified, and confirmed.

Section 4. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board or committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 5. Captions and Headings. The captions and headings in this Resolution are solely for convenience or reference and in no way define, limit, or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs, or clauses hereof.

Section 6. Effective Date. This Resolution shall be in full force and effect from and immediately upon its adoption.

Mr. Valentine seconded the motion.

Upon roll call on the adoption of the Resolution, the vote was as follows:

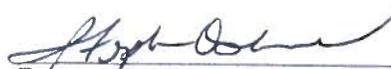
Mrs. May aye Mr. Harris aye

Mr. Melody aye Mr. Valentine aye

Mr. Weininger

#### Treasurer's Certificate

The above is a true and correct extract from the minutes of the regular meeting of the Board of Education of the Dublin City School District, Ohio, held on June 22 2015, the tie, date, and place of which, as shown above, having been established at the Board's organizational meeting in January, 2015, showing the adoption of the resolution hereinabove set forth.

  
\_\_\_\_\_  
Treasurer, Board of Education  
Dublin City School District, Ohio

## EASEMENT FOR SHARED-USE PATH

THIS EASEMENT FOR SHARED-USE PATH (the "Easement") is made and entered into this 22<sup>nd</sup> day of June 2015, by and between the Dublin City School District Board of Education, an Ohio Public School District and political subdivision of the State of Ohio ("Grantor") f/k/a Board of Education, Washington Local School District, and f/k/a/ the Washington Local School District, whose mailing address is 7030 Coffman Road, Dublin, Ohio 43017, and the City of Dublin, Ohio, an Ohio municipal corporation ("Grantee"), whose mailing address is 5200 Emerald Parkway, Dublin, Ohio 43017.

### BACKGROUND INFORMATION

WHEREAS, Grantor owns the real property in City of Dublin, County of Franklin, identified as Franklin County Parcel Number 273-008626 consisting of 10.0 acres, more or less (the "Grantor's Property");

WHEREAS, Grantee desires a 0.853 acre, more or less, easement over those portions of the Grantor's 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 a shared-use path; and

WHEREAS, Grantor desires to grant an easement over the Easement Area for the benefit of Grantee, upon the terms and conditions set forth in this Easement.

### STATEMENT OF AGREEMENT

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

1. **Grant of Easement.** Subject to any existing easements or other rights of record, 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, operate, maintain, repair and replace a shared-use path and to perform such grading work as Grantee deems necessary in connection therewith; and (ii) of ingress and egress over those portions of Grantor's Property immediately adjacent to the Easement Area as reasonably necessary to facilitate Grantee's use of the Easement Area as permitted hereby. Grantee, as soon as reasonably practicable after construction of the path, including any alterations and repairs thereto, and completion of the grading work shall cause the Easement Area to be restored to their former condition as nearly as is reasonably practicable. Grantee shall have the right to remove any and all vegetation growing within the Easement Area as is reasonably necessary to facilitate Grantee's use thereof as permitted by this Easement. Grantor has the right to enter on the Easement Area for any purpose whatsoever provided such entry by Grantor does not in any way impair or hinder the rights granted to Grantee in this Easement.

Grantee at all times shall have the obligation to maintain and repair the shared-use path constructed within the Easement Area. Grantor shall only have the obligation to repair or replace any damage to the Easement Area caused by Grantor or its invitees. Grantee further agrees to include the Easement Area within the scope of its customary liability policy or policies.

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 hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.

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 Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5. Captions and Pronoun Usage. The captions and section numbers in this Easement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number and gender appropriate under the circumstances at any given time.

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

7. Modification. This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.

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

9. Authority. Grantor represents and warrants that it has taken any necessary Board or corporate action to enter into this Easement and grant the rights hereby conveyed to Grantee.

10. Assignment. Grantee's interest and rights herein shall not be assigned without Grantor's consent.

(Signatures on the following page)

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

GRANTOR:  
THE DUBLIN CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

GRANTEE:  
THE CITY OF DUBLIN, OHIO

By: *Lynn May*  
Board President  
Lynn May  
Printed Name

Dana L. McDaniel, City Manager

By: *Stephen Osborne*  
Treasurer  
Stephen Osborne  
Printed Name

STATE OF OHIO :  
: ss.  
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on this \_\_\_ day of \_\_\_\_\_, 2015, before me, the subscriber, a Notary Public in and for said state, personally appeared Dana L. McDaniel, the City Manager of the City of Dublin, Ohio, an Ohio municipal corporation, who acknowledged the signing thereof to be his voluntary act and deed for and on behalf of the City of Dublin, Ohio.

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

\_\_\_\_\_  
Notary Public

STATE OF OHIO :  
: ss.  
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on this 22<sup>nd</sup> day of June, 2015, before me, the subscriber, a Notary Public in and for said state, personally appeared Lynn May, Board President, who acknowledged the signing thereof to be her voluntary act on behalf of the Dublin City School District Board of Education.

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

*Eddie Carton*  
Notary Public



Eddie Carton  
Notary Public, State of Ohio  
My Commission Expires 02-03-2018

STATE OF OHIO :  
: ss.  
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on this 22<sup>nd</sup> day of June, 2015, before me, the subscriber, a Notary Public in and for said state, personally appeared Steve Osborne, Treasurer, who acknowledged the signing thereof to be his voluntary act on behalf of the Dublin City School District Board of Education.

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

*Eddie Carton*  
Notary Public



Eddie Carton  
Notary Public, State of Ohio  
My Commission Expires 02-03-2018

This Instrument Prepared By: Frost Brown Todd LLC, One Columbus Blvd., Suite 1000, Columbus, Ohio 43215-3484

0127206 0607928 4840-5038-1604v1

**DESCRIPTION OF EASEMENT  
FOR BIKE PATH PURPOSES  
0.853 ACRES**

A

Situated in the State of Ohio, County of Franklin, City of Dublin, located along the north property line of and being part of a 10.00 acre tract conveyed to Washington Local School District (Dublin City Schools), as recorded in Deed Book 3265, Page 637, and being more particularly described as follows:

Beginning, for reference, at a point marking the northwest corner of said 10.00 acre tract, and the southwest corner of Wyandotte Woods Section 7, as recorded in Plat Book 116, Page 63;

thence South  $86^{\circ} 30' 38''$  East 45.00 feet, along the north line of said 10.00 acre tract and south line of Wyandotte Woods Section 7, to a point marking the TRUE POINT OF BEGINNING of the herein described easement:

thence continuing South  $86^{\circ} 30' 38''$  East 681.00 feet, along the north line of said 10.00 acre tract and south line of Wyandotte Woods Section 7, to a point marking the northeast corner of said 10.00 acre tract and the northwest corner of an original 90.698 acre tract, conveyed to Homewood Corporation, recorded In Official Record 8142, Page B10

thence South  $02^{\circ} 29' 22''$  West 25.00 feet, along the east line of said 10.00 acre tract and west line of said original 90.698 acre tract, to a point;

thence the following five (5) courses and distances across said 10.00 acre tract:

North  $86^{\circ} 30' 38''$  West 220.36 feet, to a point;

South  $03^{\circ} 29' 22''$  West 15.00 feet, to a point;

North  $86^{\circ} 30' 38''$  West 265.38 feet, to a point;

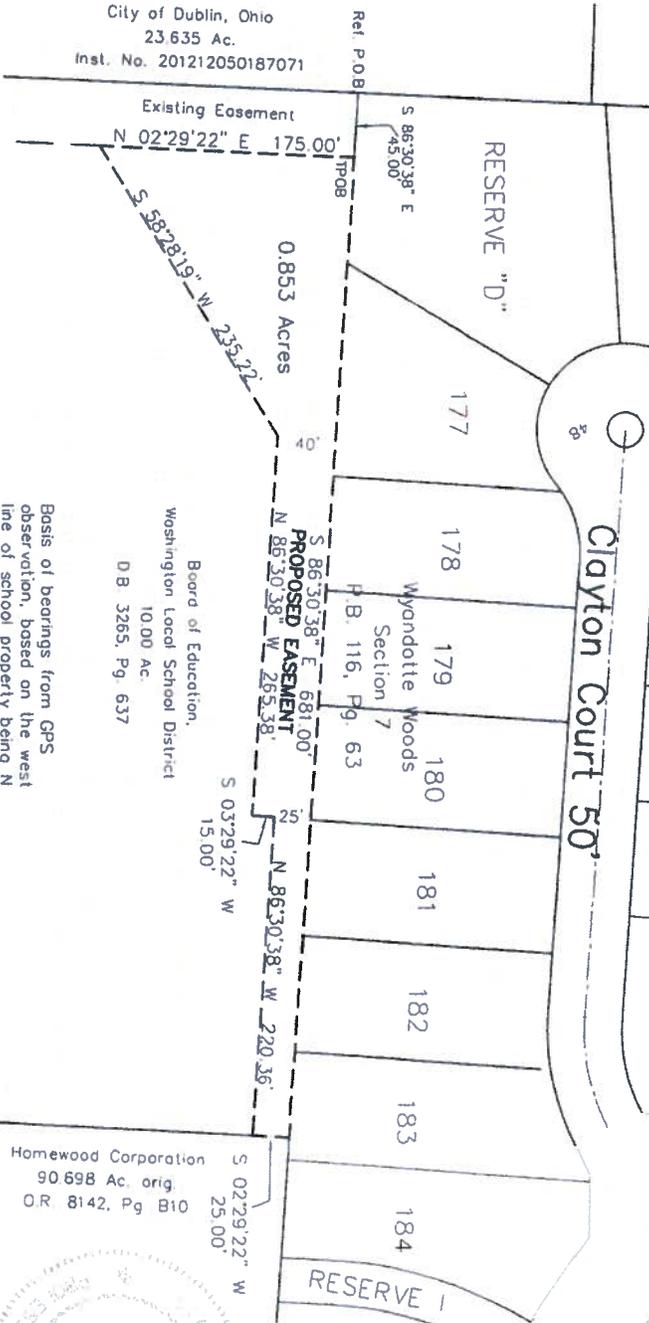
South  $58^{\circ} 28' 19''$  West 235.22 feet, to a point;

North  $02^{\circ} 29' 22''$  East 175.00 feet, to the true point of beginning, containing 0.853 acres more or less.

This description was prepared by Patridge Surveying, May, 2015.

### EASEMENT PLAT

Being an Easement for a Bike Path,  
across lands owned by the Board of Education, Washington Local Schools, (Dublin Schools)  
located in The City of Dublin, Franklin County, Ohio



Board of Education,  
Washington Local School District  
10.00 Ac.  
D.B. 3265, Pg. 637

Basis of bearings from GPS  
observation, based on the west  
line of school property being N  
02°29'22" E.



Scale 1" = 100'  
May, 2015

PATRIDGE  
SURVEYING, LLC  
9464 DUBLIN ROAD  
POWELL, OHIO 43065  
TEL. (614)-799-0031  
FAX (614)-300-5076

I hereby certify that I have surveyed the  
described in the foregoing title caption,  
said easement and/or are correct  
to the best of my knowledge  
*Bradley J. Payridge*  
Bradley J. Payridge  
Professional Surveyor No. 7068



# Scioto HS Shared-Use Path

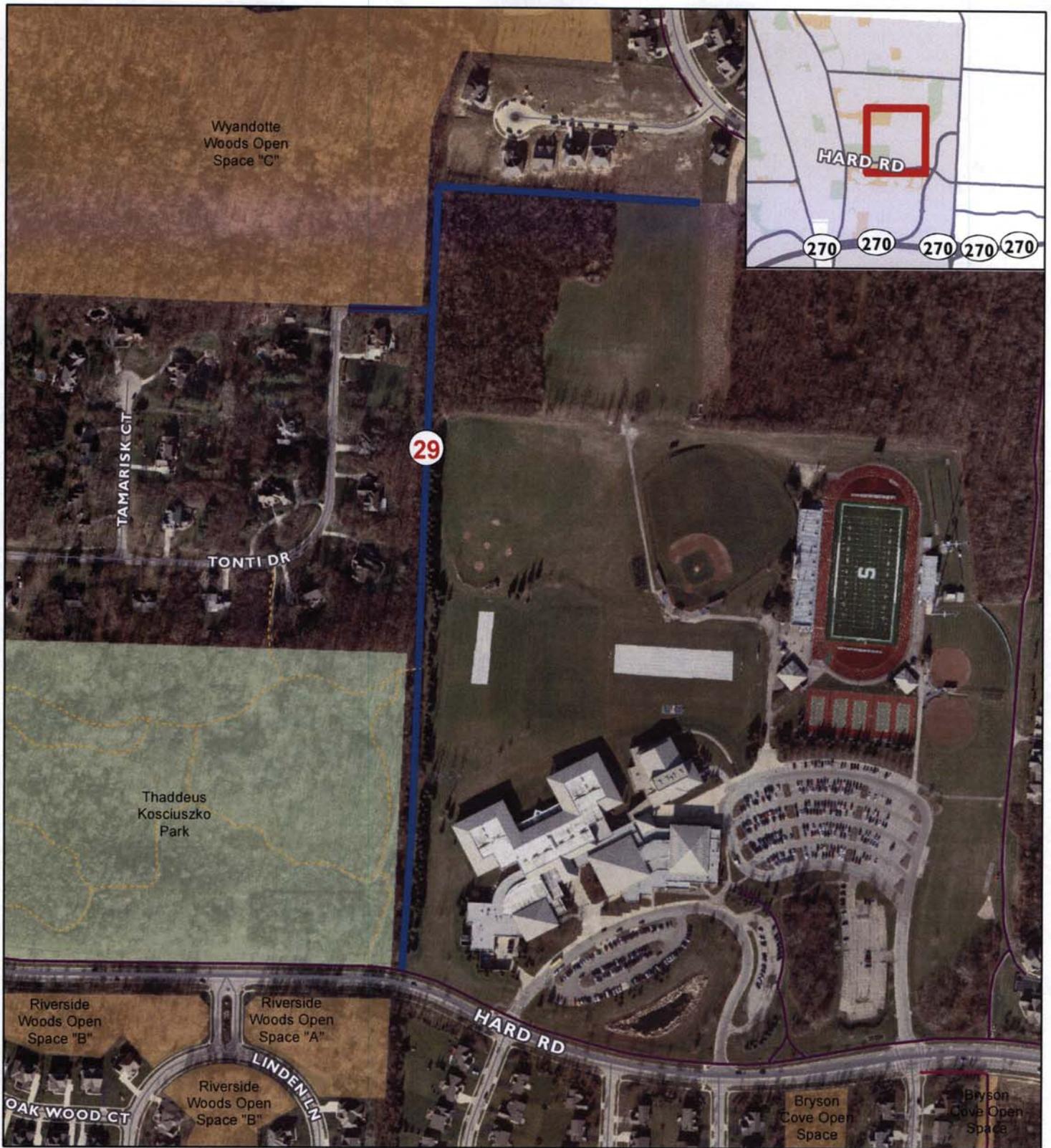


## Future Paths

- Existing Easement
- Proposed Easement - 26,611 sq ft

## Existing Paths

- Bikepath
- Pedestrian Connector
- Pedestrian Trail
- Sharrow
- Parcels
- Dublin Parks



Map Number: 29

Name: Scioto High Path

Funding: CIP - Minor

Type: Bikepath 3,101 ft.

CIP Design Year: 2013

Design Cost: \$ \$107,080.00

CIP Construction Year: 2015

Construction Cost: \$200,000.00

CIP Construction Year Existing Paths

- 2015
- 2016
- 2017
- 2018
- 2019
- 2020
- Bikepath
- Pedestrian Connector
- - - Pedestrian Trail
- Pedestrian Connectors

## Bikeway Planning - Connections and Additions