




Office of the City Manager
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Memo

To: Members of Dublin City Council
From: Dana L. McDaniel, City Manager 
Date: June 22, 2017
Initiated By: Paul A. Hammersmith, PE, Director of Engineering/City Engineer
Michael S. Sweder, PE, Civil Engineer II
Philip K. Hartmann, Assistant Law Director
Re: Ordinance 40-17
AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY
CONVEYANCE DOCUMENTS TO ACQUIRE 0.203-ACRE, MORE OR LESS,
TEMPORARY EASEMENT FROM JAMES R. MURRIN, TRUSTEE OF THE
JAMES R. MURRIN REVOCABLE TRUST AGREEMENT, LOCATED AT 6073
SAINT BOSWELS COURT, FOR THE PUBLIC PURPOSE OF CONSTRUCTING
A SHARED-USE PATH CONNECTOR, AND DECLARING AN EMERGENCY.

BACKGROUND

The City of Dublin (the "City") is preparing to construct the first phase of the Concord Road shared-use path (SUP) along the east side of Concord Road between an existing pedestrian tunnel beneath Concord Road and extending north to St. Boswels Court (the "Project"), the City's north corporation limit. Future phase(s) are being coordinated with Concord Township and the Delaware County Engineers Office to provide access to Eli Pinney Elementary School.

This Project requires that the City acquire a 0.203-acre, more or less, temporary easement from James R. Murrin, Trustee of the James R. Murrin revocable trust (the "Grantor") from the property located at 6073 St. Boswels Court, identified as Delaware County Parcel Number 60034302016000. The City and the Grantors participated in good faith discussions and have come to mutually agreeable terms for the acquisition of the necessary easement for the sum of \$4,125.00, which is the appraised value of the easement.

Emergency action is being requested to allow the construction of this Project to commence as soon as July while City Council is on summer recess.

RECOMMENDATION

Ordinance 40-17 would authorize the City Manager to execute all necessary conveyance documents to formally acquire the necessary temporary easement described above. Staff is requesting that Council dispense with the public hearing of Ordinance No. 40-17 and approve the Ordinance as an emergency at the first reading on June 26, 2017.

RECORD OF ORDINANCES

Ordinance No. 40-17

Passed _____, 20____

AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY CONVEYANCE DOCUMENTS TO ACQUIRE 0.203-ACRE, MORE OR LESS, TEMPORARY EASEMENT FROM JAMES R. MURRIN, TRUSTEE OF THE JAMES R. MURRIN REVOCABLE TRUST AGREEMENT, LOCATED AT 6073 SAINT BOSWELS COURT, FOR THE PUBLIC PURPOSE OF CONSTRUCTING A SHARED-USE PATH CONNECTOR, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Dublin (the "City") is preparing to construct a shared-use path along Concord Road, south of St. Boswels Court (the "Project"); and

WHEREAS, the Project requires that the City obtain a temporary easement from Delaware County Parcel No. 60034302016000 owned by James R. Murrin, Trustee of the James R. Murrin Revocable Trust Agreement (the "Grantor"), said property interests more fully described in the attached Exhibit A and depicted in the attached Exhibit B; and

WHEREAS, the City and the Grantor participated in good faith discussions and have come to mutually agreeable terms for the acquisition of the necessary property interest for the sum of \$4,125.00, which is the appraised value of the temporary easement; and

WHEREAS, the City desires to execute necessary conveyance documents to complete the transaction between the City and the Grantor.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Dublin, Delaware, Franklin, and Union Counties, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to execute all necessary conveyance documents to acquire a 0.203-acre, more or less, temporary easement from the Grantor, for the appraised value of \$4,125.00, said easement located within Delaware County Parcel No. 60034302016000, and more fully described and depicted in the attached Exhibits A and B.

Section 2. 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 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 easements is necessary for the advancement of this Project to commence immediately and be constructed during this construction season. The Ordinance shall therefore take effect immediately upon passage.

Passed this _____ day of _____, 2017.

Mayor – Presiding Officer

ATTEST:

Clerk of Council

Parcel 1T
Exhibit A
Temporary Easement
to perform grading for the construction
of a shared-use path

Situated in the State of Ohio, County of Delaware, City of Dublin, being a part of the Virginia Military Survey number 2546 and being a part of Lot 975 as delineated on the Muirfield Village Phase 21 subdivision plat in Plat Book 18, Page 77 and conveyed to James R. Murrin, Trustee in Book 1305, Page 2746, all records herein are from the Recorder's Office, Delaware County, Ohio and being more particularly described as follows:

Beginning at a ¾" diameter iron pipe with a cap that reads "BDM7" at the intersection of the east Right of Way of Concord Road (60 foot - Plat Book 18, Page 77) and the southwest corner of said Lot 975;

Thence, North 06°32'15" West, a distance of 395.17 feet along the east Right of Way of said Concord Road to a ¾" diameter iron pipe;

Thence, North 33°57'03" East, a distance of 25.95 feet along the east Right of Way of said Concord Road to a ¾" diameter iron pipe with a cap that reads "BDM7" on the south Right of Way of St. Boswels Court (also known as Balmahoy Court - 50 foot - Plat Book 18, Page 77);

Thence, crossing said Lot 975 the following two course:

1. South 06°32'15" East, a distance of 267.00 feet to a point;
2. South 18°24'29" East, a distance of 138.43 feet to a point on the south line of said Lot 975;

Thence, South 68°06'45" West, a distance of 47.00 feet along the south line of said Lot 975 to the **Point of Beginning**, containing 0.203 acres (0.113 acres already encumbered by existing easement), more or less, subject to legal highways, easements, leases and restriction of record and of records in the respective utility offices.

The bearings described herein are based on the Ohio State Plane Coordinate System, North Zone, NAD83 (2011). Said bearings originated from a field traverse which was referenced to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Reference Station Network.

The described tract is a part of Auditor's Tax Parcel Number 6003430201600 and is based on Deed Book 1305, Page 2746 and Plat Book 18, Page 77.

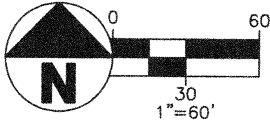
I hereby certify this description was based field survey conducted by CW Design Group, LLC under my guidance in April 2015 and to the best of my knowledge depicts the boundary lines.
CW Design Group, LLC



Charles A. Wagner - Professional Surveyor 8091

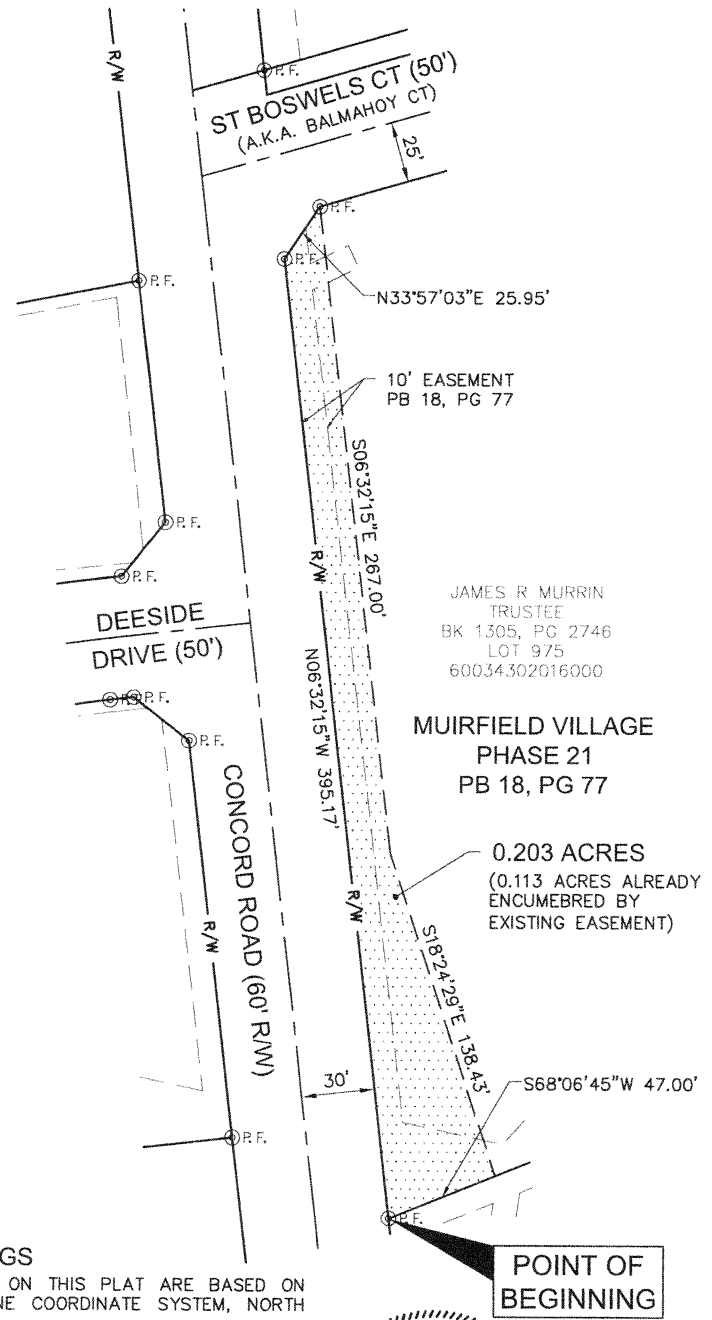
4/21/2017
Date





VIRGINIA MILITARY SURVEY NO. 2546
 CITY OF DUBLIN
 COUNTY OF DELAWARE
 STATE OF OHIO

EXHIBIT B



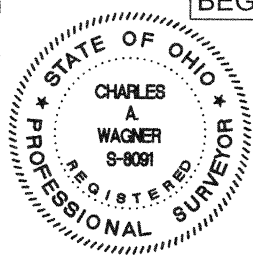
[c:\design_group] D:\Project\2012\120001\Drawing\Glick04-1T.dwg April 21, 2017 1:26pm

BASIS OF BEARINGS

THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83 (2011).

HEREBY CERTIFY THIS PLAT WAS BASED FIELD SURVEY CONDUCTED BY CW DESIGN GROUP, LLC UNDER MY GUIDANCE IN FEBRUARY 2016 AND TO THE BEST OF MY KNOWLEDGE DEPICTS THE BOUNDARY LINES.

Charles A. Wagner
 CHARLES A. WAGNER, PS-8091
 CW DESIGN GROUP, LLC
 DATE 4/21/2017



CW Design Group
 ENGINEERS | SURVEYORS
 PHONE: 614-846-9279
 972 Linkfield Drive
 Worthington, Ohio 43085

PARCEL 1T
 TEMPORARY EASEMENT
 TO PERFORM GRADING FOR THE
 CONSTRUCTION OF A SHARED-USE PATH

12-0001

 1

Murrin property



TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (the "Easement") is made and entered into this ____ day of _____ 2017, by and between **JAMES R. MURRIN, TRUSTEE OF THE JAMES R. MURRIN REVOCABLE TRUST AGREEMENT DATED MARCH 9, 2001** ("Grantor"), whose tax mailing address is 6073 Saint Boswels Court, 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 known as Delaware County Parcel No. 60034302016000 as described and depicted on the attached exhibits (the "Grantor's Property");

WHEREAS, Grantee desires a temporary easement over those portions of the Grantor's Property legally described on the attached Exhibit "A" and depicted on attached Exhibit "B" (the "Easement Area") for a period of twelve (12) months, commencing on the date construction begins, for the purpose of construction and grading related to the construction of a shared-use path connection on Concord Road, north of Glick Road; and

WHEREAS, Grantor desires to grant a temporary 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 Temporary Easement. Grantor grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a temporary, non-exclusive easement in gross in, through, over and under the Easement Area for a period of twelve (12) months, commencing on the date construction begins, for the purpose of construction and grading related to the construction of a shared-use path connection on Concord Road, north of Glick Road, and related improvements. Grantee shall have the right to enter on and use the Easement Area in connection with the performance of certain work on the Grantor's Property, including, but not limited to, construction, grading, utility work, storm drainage work, and for any other purpose reasonably necessary in connection with the same. Upon termination of the aforementioned activities, Grantee shall, at its sole cost and expense, restore the Easement Area as nearly as reasonably practicable to the condition that existed prior to the entry thereon by Grantee.
2. Relationship of 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 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 he has the full right and authority to enter into this Easement and grant the rights hereby conveyed to Grantee.

Executed this _____ day of _____, 2017.

GRANTOR:

GRANTEE:

City of Dublin, Ohio, an Ohio Municipal Corporation

James R. Murrin, Trustee of the James R. Murrin Revocable Trust Agreement dated March 9, 2001

Dana L. McDaniel, City Manager

{ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE}

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this ____ day of _____, 2017, before me, the subscriber, a Notary Public in and for said county and state, personally came Dana L. McDaniel, City Manager of the CITY OF DUBLIN, OHIO, an Ohio municipal corporation, who acknowledged the signing thereof to be his free act and deed for and on behalf of the 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

STATE OF OHIO)
COUNTY OF _____) SS:

BE IT REMEMBERED, that on this ____ day of _____, 2017, before me, the subscriber, a Notary Public in and for said County, personally came the above named James R. Murrin, Trustee of the James R. Murrin Revocable Trust Agreement dated March 9, 2001, Grantor in the foregoing Easement, and acknowledged the signing of the same to be his voluntary act and deed.

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:
Frost Brown Todd LLC
One Columbus
10 West Broad Street
Columbus, Ohio 43215

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