

1. APPLICATION REQUIREMENTS FOR PROJECT NAME/TOM & ROSEMARIE DESCHLER/ #20-190V/ NON-USE VARIANCE REQUEST

APPLICATION FEE PAID 11/4/2020

VARIANCE STATEMENT

*We are requesting for 5 ½ feet of variance into the rear setback for a stone patio that was built in 2013. We separately made application for an Easement Encroachment. The Easement Encroachment Agreement was approved October 14 2020.

*Mike Kettler will supply the development text or Code Section

*There is a 20 foot easement at the rear of our property, lot #4. Our patio is extending 5 ½ feet into the setback.

*N/A

*We contracted with Meyer's Landscaping to have the patio and landscaping built in 2012. Construction on the patio began in 2013. It was our understanding that they had followed and obtained all necessary requirements to do so. It was not until we received a letter from Brian Martin, Zoning Inspector, dated October 1, 2020, that we were informed otherwise.

LEGAL DESCRIPTION AND/OR PROPERTY SURVEY

*Parcel Number: 3900280141140

*Owner Name: Thomas E and Rosemarie Z Deschler

*Property Location: 7023 Greenland Place, Dublin, Ohio 43016

*Neighborhood: 3953908/Oak Park Subdivision Zone/ Lot # 4

*Map Number: 1460404027000

LIST OF PROPERTY OWNERS AND HOA'S /WITHIN 15 FEET

*Parcel: 3900280141120 Lot#3

Owner Name: Chadaram Bhavani D TT

Complete Address: 7015 Greenland Place, Dublin, Ohio 43016

*Parcel: 3900280141150 Lot#5

Owner Name: Maganti Sailaja & Prasad Vempati

Complete Address: 7031 Greenland Place, Dublin, Ohio 43016

*Parcel 3900280141110 Lot#2

Owner name: Yaramakala Tejaswini & Sreekanth Basireddy

Complete Address: 7007 Primrose Ct., Dublin, Ohio 43016

PROJECT NAME/ TOM & ROSEMARIE DESCHLER/ #20-190V/NON-USE VARIANCE REQUEST

(H) Variances

(a) That all of the following findings are made:

1. There is a water/storm drain beyond the 20 Easement of our property into the Reserve Area. This caused our setback to be much longer in length than other properties in the Oak Park Subdivision. Additionally, a contractor was hired to perform the work associated with the patio/landscape install. It was our understanding the contractor would take the necessary steps to ensure compliance with any/all existing code and laws impacting our property.
2. The variance is not necessitated due to any action/inaction on our part. This is supported by the site plan and overly burdensome required rear setback coupled with the drain easement.
3. The current patio and adjacent landscaping does not cause a substantial adverse effect to the property, nor does it impair the intent/purpose of the requirement being varied. The patio backs up to a Reserve Area, and is enjoyed by the adjacent neighbors and passersby on the city's bike path that leads to the Metro Park.

(b) That at least two of the following findings are made:

1. Other properties in the Oak Park Subdivision have been built/granted permission to build patios in the setback area. They have been granted Non-Use Variances.
2. In particular to our property, the rear setback is impacted by the drain easement and therefore different compared to other properties in the subdivision
3. We have entered into a signed agreement with the City of Dublin for Easement Encroachment dated October 14, 2020. The variance, if granted would not adversely affect the delivery of governmental services (e.g. water, sewer, garbage.) See attached Encroachment Agreement.
4. There would be significant hardship if the variance was not granted. It would require the destruction, redesign, and rebuild of an existing eye-pleasing stone patio and wall, landscape, and irrigation system

HOUSE STYLE: CONNOLLY

SUBDIVISION: OAK PARK

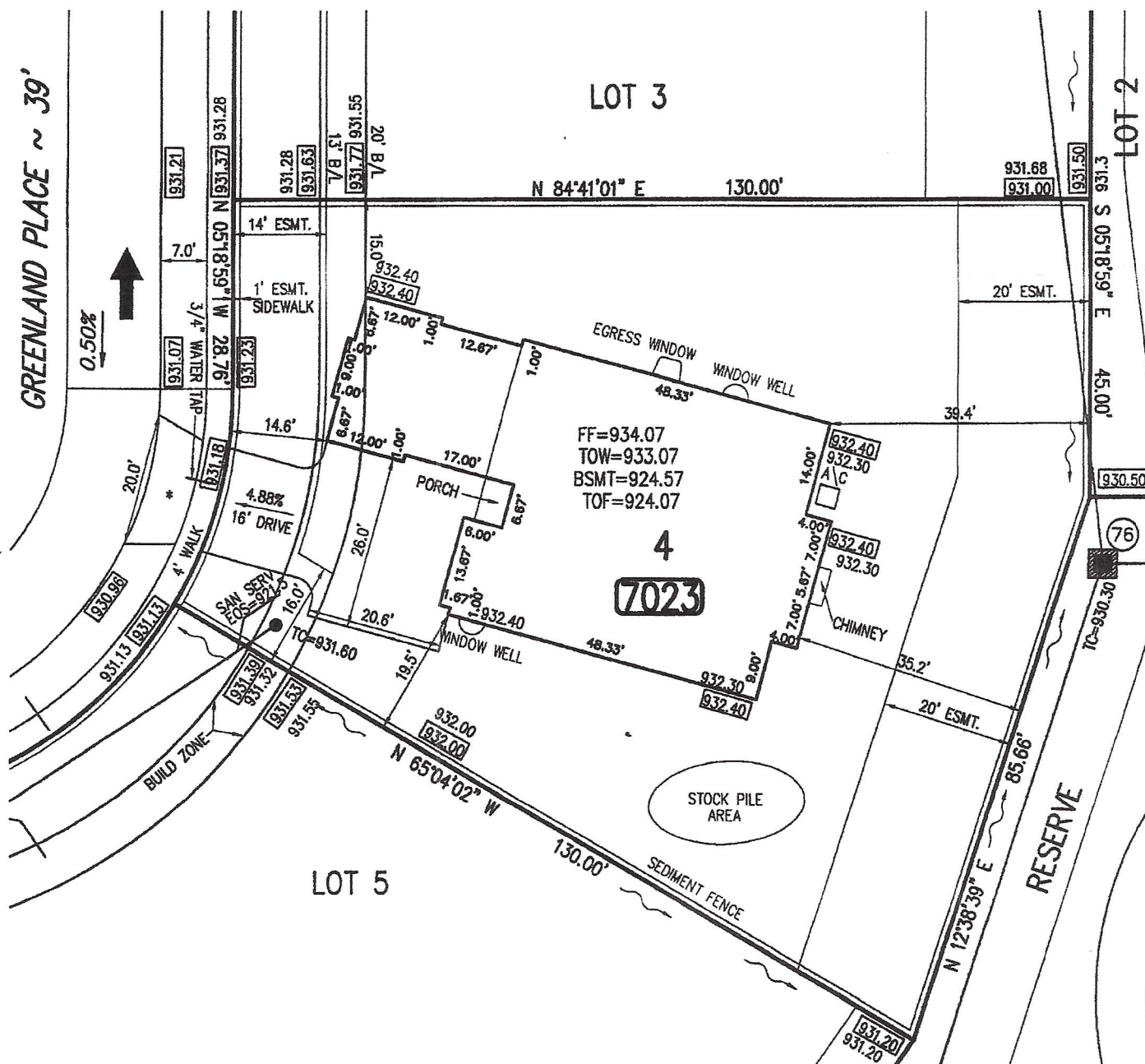
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COUNTY OF UNION

P.B. 5, PGS. 260A-260D

REAR - 25' FLOOD ZONE: X COMMUNITY PANEL: 39049C PAGE: 0018K DATE: 06/17/08

SIDE - 6'



HOUSE STYLE: CONNOLLY

SUBDIVISION: OAK PARK

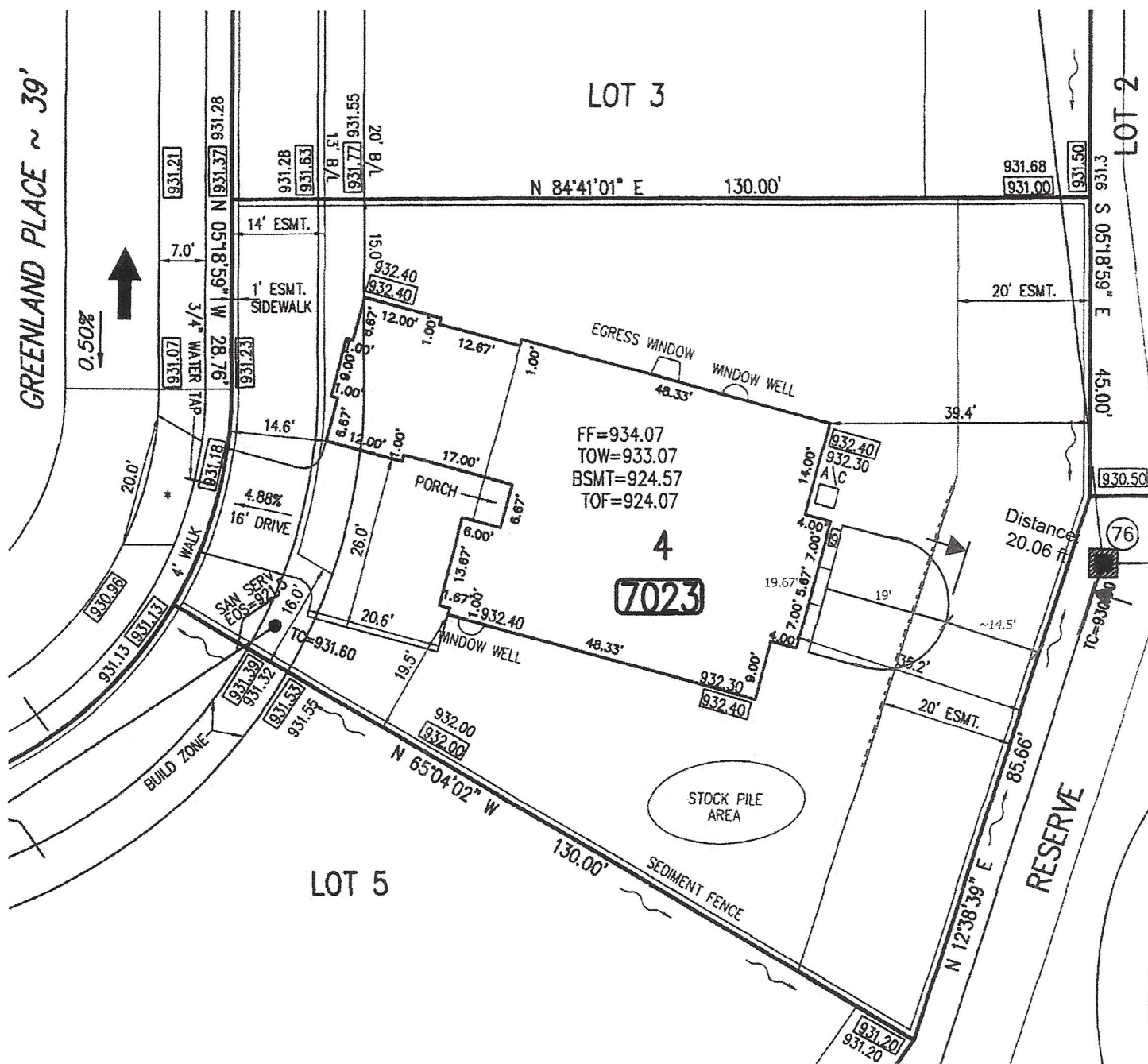
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COUNTY OF UNION

P.B. 5, PGS. 260A-260D

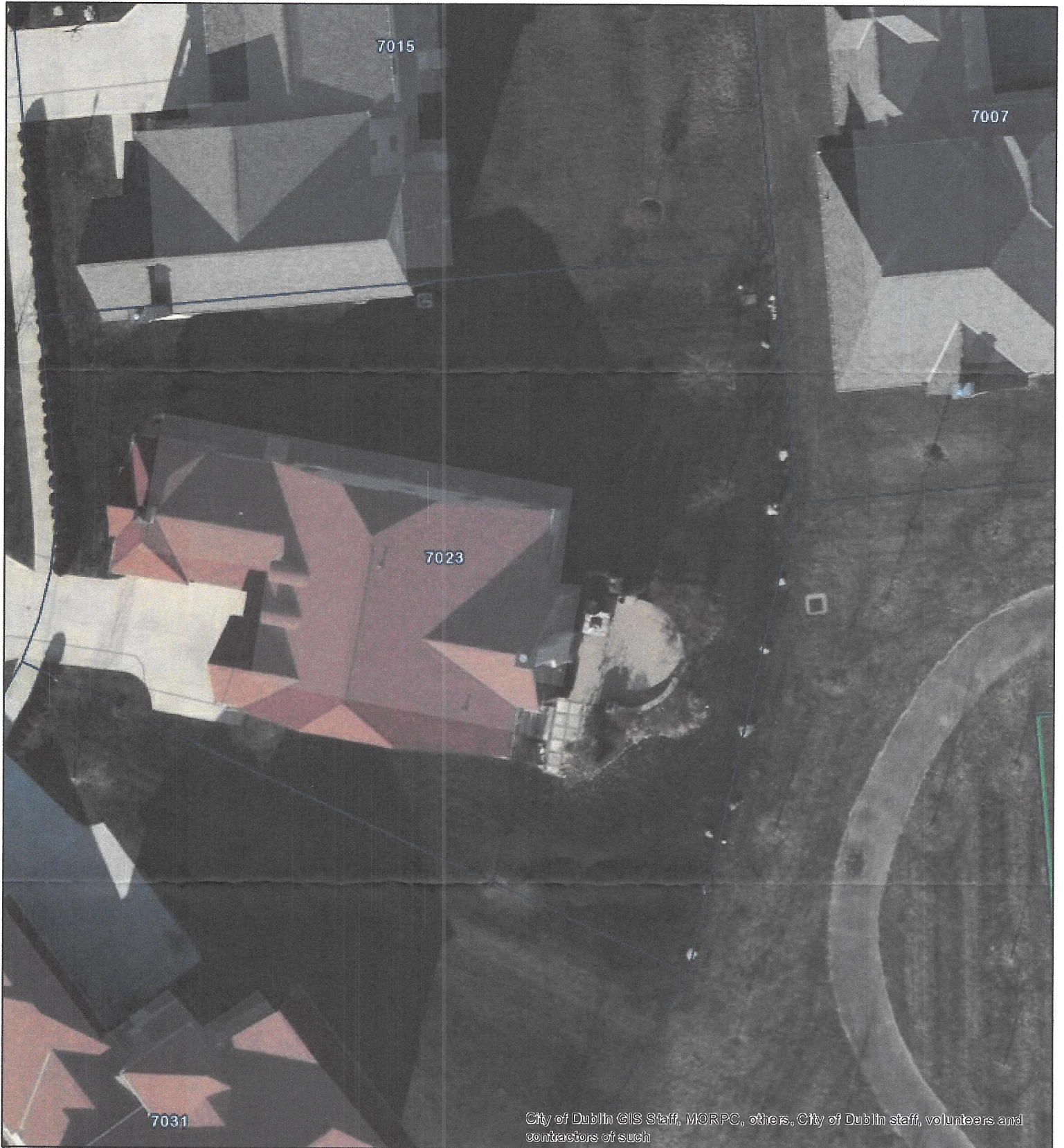
REAR - 25' FLOOD ZONE: X COMMUNITY PANEL: 39049C PAGE: 0018K DATE: 06/17/08

SIDE - 6'



City of Dublin

10/1/2020



City of Dublin GIS Staff, MORPC, others, City of Dublin staff, volunteers and contractors of such

0 0.001750.0035 mi

- HD Building Markers
- Historic Buildings



ENCROACHMENT AGREEMENT

This Encroachment Agreement (the "Agreement") is executed, delivered and made effective as of this 14 day of October, 2020, by and between the **City of Dublin**, an Ohio municipal corporation, with an address of 5555 Perimeter Drive, Dublin, Ohio 43017 (the "City") and **Thomas E. Deschler and Rosemarie Z. Deschler, husband and wife**, whose mailing address is **7023 Greenland Place, Dublin, Ohio 43016** ("Property Owner").

WITNESSETH:

A. Property Owner Property. Property Owner is the owner of a certain parcel of real property located at **7023 Greenland Place, Dublin, Ohio 43016**, which real property is legally described in the Deed with Instrument Number 2012 - OR 990 632 filed with the Union County Recorder's Office ("Property Owner Property").

B. City Easement Area. The City has a 20-foot rear yard storm easement ("Easement") which runs along the east property line of lot 4 of **OAK PARK**, on the Property Owner Property as is legally described and depicted in Plat Book 5, Page(s) 260 A-D, with the Union County Recorder's Office (the "City Easement Area").

C. Encroachment. Property Owner Property has a **Patio** (the "**Patio**") that encroaches into the City Easement Area. A Detailed drawing of the **Patio** is depicted on the attached Exhibit "A".

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Permission to Remain in City Easement Area. The City, its successors and assigns, agree that the portion of the **Patio**, depicted in Exhibit A shall be permitted to remain in City Easement Area provided that Property Owner, their successors and assigns, acknowledge that the City may utilize the City Easement Area consistent with the terms of the Easement and this Agreement. In the event it is necessary to gain access to the City Easement Area (or use it in any other manner contemplated by the terms of the Easement or this Agreement) at the location of the encroachment by the **Patio**, the Property Owner acknowledges that the City may take any and all necessary action (including, but not limited to, temporarily, or partially removing the portion of the **Patio** located within the City Easement Area) necessary for its use and enjoyment of its unfettered rights under said Easement. In such event, the City shall not be liable for any expenses, damages to, or reconstruction or replacement costs of the **Patio**, which encroach upon the City Easement Area, regardless of what materials are used by Property Owner to construct the **Patio**. The City may restrict access to the **Patio**, as long as deemed necessary by the City, in the event it is necessary to gain access to the City Easement Area pursuant to the terms of the Easement or this Agreement.

2. **Extension.** Property Owner, their successors and assigns, agree not to extend the *Patio* any further into the City Easement Area than is shown on the attached Exhibit "A."

3. **Assumption of Liabilities.** Property Owner, their successors and assigns, agree to be financially responsible to the City for any and all costs, expenses or liabilities (including reasonable fees of attorneys, paralegals, experts, court reporters and others) incurred to remove or bypass the *Patio*.

4. **Indemnity.** Property Owner shall indemnify, protect, defend, and hold harmless the City from and against all loss, liability, damage, actions, causes of action, or claims for injury, death, loss or damage of whatever nature to any person, property or business interest caused by or resulting from an act or omission of Property Owner or their agents, employees, customers, servants, licensees, tenants, subtenants, guests or invitees in respect to the matters set forth in this Agreement and their use of the City Easement Area, and from and against any and all costs, expenses or liabilities (including reasonable fees of attorneys, paralegals, experts, court reporters and others) incurred or anticipated by the City in connection with any claim, action or proceeding in respect of any such loss, liability, damage, action, cause of action, or claim.

5. **Termination.** This Agreement shall automatically terminate when the encroachment contemplated herein no longer continues to exist for any reason whatsoever or alternatively at the option of the City.

6. **Insurance.** Property Owner will maintain standard homeowner's liability, property, and casualty insurance of appropriate value for property of similar nature and valuation.

7. **Miscellaneous Provisions.**

(a) **Successors and Assigns.** This Agreement shall run with the land and be binding upon and inure to the benefit of the respective heirs, personal representatives, successors, transferees, and assigns of the parties hereto.

(b) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument.

(c) **Captions.** The captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

(d) **Severability.** If any provision of this Agreement or the application of any provision or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of said provision to any other person or circumstance, all of which other provisions shall remain in full force and effect.

(e) **Amendments in Writing.** No change, amendment, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any party unless in writing and signed by both of the parties hereto.

(f) **Covenants Run With the Land.** It is intended that the covenants, easements, agreements, promises and duties set forth in this Agreement shall be construed as covenants which run with the land.

(g) **Termination of Liability Upon Transfer.** If Property Owner should transfer their fee simple interest in and ownership of their Property, then the liability of the transferor for the breach of any covenant or provision contained in this Agreement, occurring after the date of such transfer, shall automatically be terminated only upon City's approved written notice.

(h) **Restoration.** If, as a result of the exercise of any easement rights created under this Agreement, Property Owner shall damage or disturb the improvements of the City or City Easement

Area, then Property Owner shall promptly repair or restore the property of the City to, as near as possible, the condition existing prior to such damage or disturbance.

(i) Conformance with Dublin Right-of-Way Code sections. Property Owner must be in full compliance with regulations pertaining to right-of-way as outlined in Dublin Code, including but not limited to, Chapter 98.

(j) Venue. The parties hereto hereby consent to the exclusive jurisdiction of the courts of the State of Ohio in Franklin County, and the United States District Court for the Southern District of Ohio, and waive any contention that any such court is an improper venue for enforcement of this Agreement.


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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, to be effective as of the date first above written.

CITY OF DUBLIN, OHIO:

PROPERTY OWNER:

By: _____
Dana McDaniel, City Manager

By: 
Thomas E. Deschler

By: 
Rosemarie Z. Deschler

STATE OF OHIO,
COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public in and for said County, personally came the above named **City of Dublin, Ohio**, by **Dana McDaniel**, its **City Manager**, and acknowledged the signing of the same to be his voluntary act and deed, and the voluntary act and deed, for the uses and purposes therein mentioned.

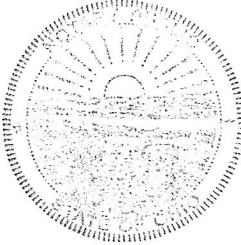
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Notary Public

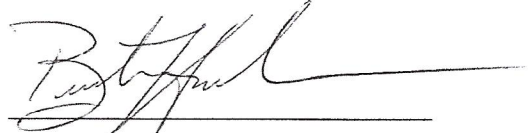
STATE OF OHIO,
COUNTY OF FRANKLIN, ss:

therein mentioned.

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

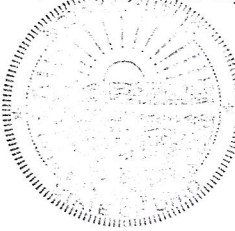


BRANDON S. HUELTSMAN
Notary Public, State of Ohio
My Comm. Expires 10/11/2022
Recorded in Delaware County



Notary Public

BE IT REMEMBERED, that on this 14TH day of OCTOBER, 2020, before me, the subscriber, a Notary Public in and for said County, personally came before me in his capacity as owners of the above named property for the above named **Rosemarie Z. Deschler**, and acknowledged the signing of the same to be his voluntary act and deed for the uses and purposes therein mentioned.

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



BRANDON S. HUELTSMAN
Notary Public, State of Ohio
My Comm. Expires 10/11/2022
Recorded in Delaware County


Notary Public

This Instrument Prepared By:
Frost Brown Todd LLC
One Columbus, Suite 2300, 10 West Broad Street
Columbus, Ohio 43215

To

Zoning Members or City Staff,

City of Dublin, Ohio

Nov, 4th, 2020

Subject: Non-use variance request for Deschler property at 7023 Greenland Place, Dublin, Ohio 43016

We, Prasad Vempati and Sailaja Maganti, homeowners of 7031 Greenland PL, Dublin, OH, 43016, Parcel #3900280141150 are an adjacent property to Deschler property. We do not object to their patio extending into their setback 5 1/2 feet. We understand they have applied for a Non- Use Variance, and we are all fully supportive of their efforts. **We hope you grant approval for this Non-Use Variance.** In fact the patio and the landscaping is very well done and we appreciate the nice view. Thank you for your consideration.

Your Sincerely,


Prasad Vempati


Sailaja Maganti

To

Zoning Members or City Staff,

City of Dublin, Ohio

Nov, 4th, 2020

Subject: Non-use variance request for Deschler property at 7023 Greenland Place, Dublin, Ohio 43016

I, Chandram Bhavani Devi, homeowner of 7015 Greenland Pl, Dublin, OH, 43016, Parcel #3900280141120 are an adjacent property to Deschler property. We do not object to their patio extending into their setback 5 1/2 feet. We understand they have applied for a Non- Use Variance, and we are all fully supportive of their efforts. **We hope you grant approval for this Non-Use Variance.** In fact the patio and the landscaping is very well done and we appreciate the nice view. Thank you for your consideration.

Your Sincerely,

A handwritten signature in dark ink, appearing to read 'Chandram Bhavani Devi', written in a cursive style.

Chandram Bhavani Devi

To

Zoning Members or City Staff,

City of Dublin, Ohio

Nov, 4th, 2020

Subject: Non-use variance request for Deschler property at 7023 Greenland Place, Dublin, Ohio 43016

I, Sreekanth Basireddy, homeowners of 7007 Primrose CT, Dublin, OH, 43016, Parcel #3900280141110 are an adjacent property to Deschler property. We do not object to their patio extending into their setback 5 1/2 feet. We understand they have applied for a Non- Use Variance, and we are all fully supportive of their efforts. **We hope you grant approval for this Non-Use Variance.** In fact the patio and the landscaping is very well done and we appreciate the nice view. Thank you for your consideration.

Your Sincerely,



Sreekanth Basireddy