

CITY OF OBETZ  
RECORD OF ORDINANCES



ORDINANCE: 19 – 26

PASSED: March 23, 2026

**AN ORDINANCE ACCEPTING AN EASEMENT FOR SANITARY SEWER ALONG INDUSTRIAL CENTER DRIVE, AND DECLARING AN EMERGENCY**

**WHEREAS**, an existing public sewer line constructed in conjunction with Industrial Center Drive is partially located outside the platted utility easement area; and,

**WHEREAS**, the affected landowner is amenable to granting the City of Obetz a General Utility Easement over the area where the public sewer line is located; and,

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OBETZ, OHIO THAT:**

Section 1. The General Utility Easement executed by Chester Industrial Park Associates, L.P., attached hereto as Exhibit A and incorporated herein by reference, is hereby accepted and approved, and the City Administrator is authorized to execute the same and arrange for recording with the Franklin County Recorder's Office.

Section 2. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality and for the further reason that the easement needs to be in place to permit a tap to serve adjoining property; WHEREFORE, this Ordinance shall take effect and be in force immediately upon passage by Council.

Passed this 23 day of March, 2026.

**ATTESTS:**

Stacey Boumis  
Stacey Boumis, Clerk of Council

Angela M. Kirk  
Angela M. Kirk, Mayor

Derek Varney  
Derek Varney, Council President Pro Tem

ORDINANCE: 19 - 26

PASSED: March 23, 2026

**APPROVED AS TO FORM**

Eugene L. Hollins  
Eugene L. Hollins, Esq., Law Director

**CERTIFICATION OF PUBLICATION**

Pursuant to the City Charter, I, Stacey E. Boumis, Clerk of Council of the City of Obetz, Ohio, do hereby certify that Ordinance 19-26 was duly posted at 11:00 AM (time) on the 31 day of March, 2026, at the Obetz Government Center, Obetz Community Center, and Obetz Athletic Club, as well as on the Obetz website.



Stacey Boumis  
Stacey Boumis, Clerk

3/31/26  
Date

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Portion above reserved for County Recorder, Engineer and Auditor's Offices Use

**GENERAL UTILITY EASEMENT**

THIS GENERAL UTILITY EASEMENT (the "Easement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2026, by and between CHESTER INDUSTRIAL PARK ASSOCIATES, L.P., a New Jersey limited partnership ("Grantor"), whose address is 54 West Allendale Ave., Allendale, New Jersey 07401, and the CITY OF OBETZ, OHIO, an Ohio municipal corporation ("Grantee"), whose mailing address is 4175 Alum Creek Drive, Obetz, Ohio 43207.

**BACKGROUND INFORMATION**

WHEREAS, Grantor owns the real property known as Franklin County Auditor's Parcel No. 186-000032 (the "Grantor's Property");

WHEREAS, Grantee desires a general utility easement on, over, under, and across a portion of the Grantor's Property; and

WHEREAS, Grantor desires to grant a general utility easement for the benefit of Grantee upon the terms and conditions set forth in this Easement.

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

1. Grant of Permanent Utility Easement. Grantor grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a permanent, non-exclusive general utility easement on, over, under, and across certain real property described with more particularity in the legal description and accompanying survey plat attached hereto as Exhibits A and B and incorporated herein by reference (the "Easement Area"), for the following purposes: (i) to construct, install, operate, maintain, repair and replace such public and private utilities as shall be permitted by the City of Obetz, including but not limited to: (a) utility lines for gas, electric, water, sewer, storm sewer, cable, and communication services, and facilities and appurtenances incidental thereto, including, but not limited to, lines, wires, cables, conduits, anchors, circuits, equipment, meters, valves, regulators, manholes, drain pipes, fixtures, and other appurtenances and facilities (collectively, the "Facilities"); (ii) for ingress and egress over those portions of Grantor's Property reasonably necessary to facilitate Grantee's use of the Easement Area; (iii) for construction, operation, and maintenance of service connections to all adjacent lots and lands, including the right of ingress and egress; and (iv) together with the right to do all things necessary, proper, or incidental to the successful operation and maintenance of such utilities is further reserved herein. Grantee, as soon as reasonably practicable after construction and installation of the Facilities, including any alterations and repairs thereto, and completion of the work, shall cause the Easement Area to be restored to its 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 provided such entry by Grantor does not in any way impair or hinder the rights granted to Grantee in this Easement.

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 grantors 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 the full right and authority to enter into this Easement and grants the rights hereby conveyed to Grantee.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2026.

GRANTOR:  
  
CHESTER INDUSTRIAL PARK  
ASSOCIATES, L.P., A NEW JERSEY  
LIMITED PARTNERSHIP

GRANTEE:  
  
CITY OF OBETZ, OHIO,  
AN OHIO MUNICIPAL CORPORATION

By: [Signature]  
Its: [Signature]  
Print Name: L.F. Kramer

\_\_\_\_\_  
E. Rod Davisson, Esq., City Administrator

{ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE}

STATE OF OHIO )  
COUNTY OF FRANKLIN ) SS:

**BE IT REMEMBERED**, that on this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, the subscriber, a Notary Public in and for said county and state, personally came E. Rod Davisson, Esq., City Administrator of the CITY OF OBETZ, 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.

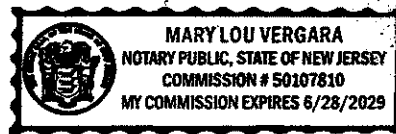
\_\_\_\_\_  
Notary Public

STATE OF New Jersey )  
COUNTY OF Bergen ) SS:

**BE IT REMEMBERED**, that on this 18th day of March, 2026, before me, the subscriber, a Notary Public in and for said county and state, personally came Lawrence F. Kramer, the President, of CHESTER INDUSTRIAL PARK ASSOCIATES, L.P., who acknowledged the signing thereof to be his and/or her free act and deed for and on behalf of CHESTER INDUSTRIAL PARK ASSOCIATES, L.P.

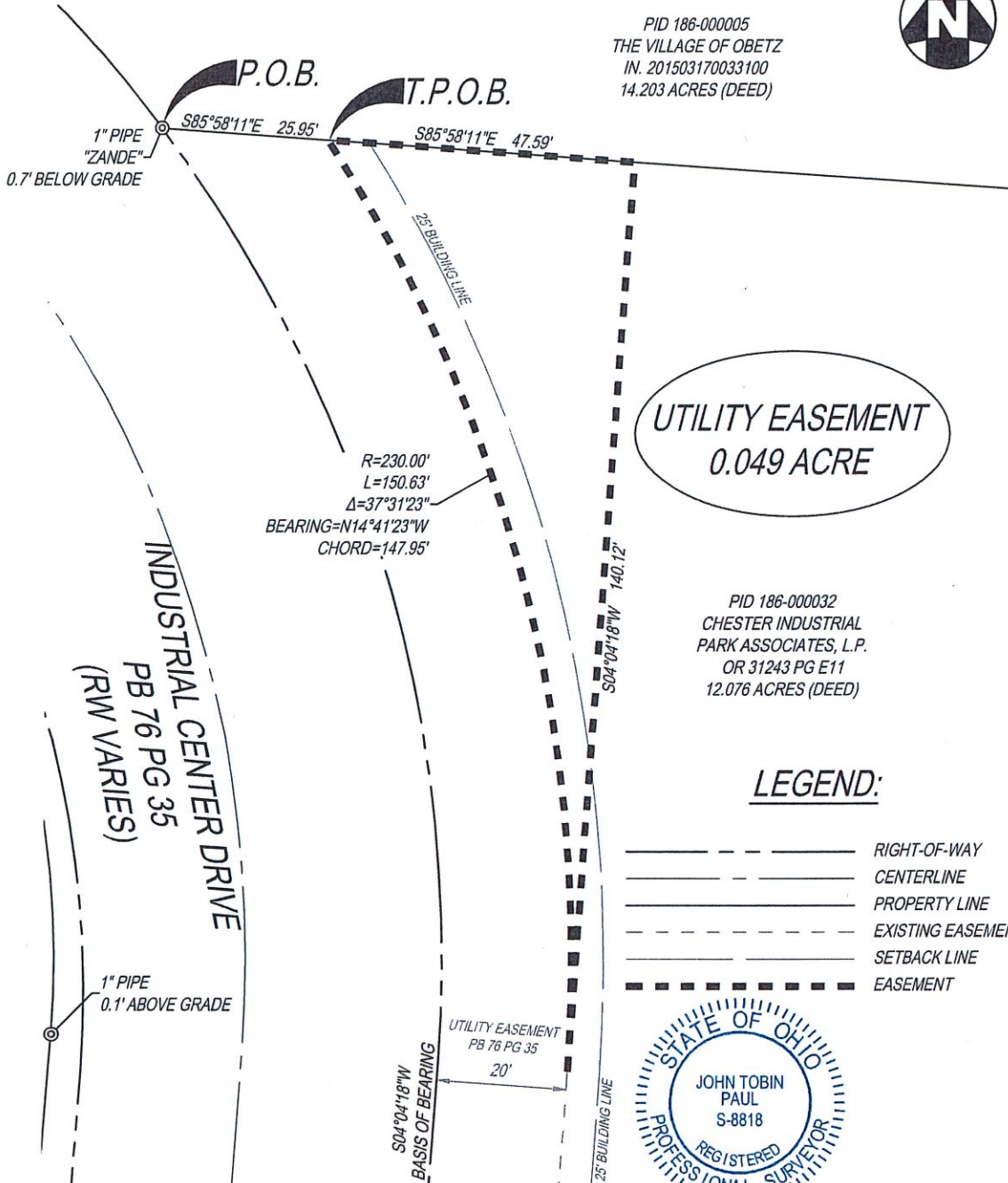
**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Mary Lou Vergara  
Notary Public



This Instrument Prepared By:

Eugene L. Hollins, Esq.  
Director of Law  
City of Obetz  
4175 Alum Creek Drive  
Obetz, Ohio 43207



PID 186-000005  
THE VILLAGE OF OBETZ  
IN. 201503170033100  
14.203 ACRES (DEED)

**UTILITY EASEMENT**  
**0.049 ACRE**

PID 186-000032  
CHESTER INDUSTRIAL  
PARK ASSOCIATES, L.P.  
OR 31243 PG E11  
12.076 ACRES (DEED)

**LEGEND:**

- RIGHT-OF-WAY
- CENTERLINE
- PROPERTY LINE
- EXISTING EASEMENT
- SETBACK LINE
- EASEMENT





**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THIS EASEMENT WAS PREPARED UNDER MY SUPERVISION.

JOHN T. PAUL  
OHIO PROFESSIONAL SURVEYOR NO. 8818

02-17-2026  
DATE

BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE AND NORTH AMERICAN DATUM OF 1983 (2011) AS ESTABLISHED FROM A GPS SURVEY ORIGINATING ON ODOT CORS STATION "COLB" WITH A BEARING OF SOUTH 04° 04' 18" WEST AS SHOWN ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INDUSTRIAL CENTER DRIVE.

 <p><b>THE KLEINGERS GROUP</b></p> <p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com 350 Worthington Rd Suite H Westerville, OH 43082 614.882.4311</p>	<p><b>UTILITY EASEMENT</b></p> <p>SW QTR., SEC. 18, T11N, R21W CONGRESS LANDS EAST OF SCIOTO RIVER VILLAGE OF OBETZ FRANKLIN COUNTY, OHIO</p>	PROJECT NO: 260120VEA000
		DATE: 2/17/2026
		SCALE: 1" = 20'
		SHEET NO.
		<b>1 OF 1</b>



CINCINNATI  
DAYTON  
COLUMBUS  
AKRON  
LOUISVILLE  
TAMPA/ST. PETE

350 Worthington Rd., Suite H  
Westerville, OH 43082  
p **614.882.4311**  
f **614.882.4479**  
[www.kleingers.com](http://www.kleingers.com)

UTILITY EASEMENT  
0.049 ACRE

Situated in the Southwest Quarter of Section 18, Township 11 North, Range 21 West, Congress Lands East of Scioto River, Village of Obetz, County of Franklin, State of Ohio, being a part of a 12.076 acre tract of land owned by Chester Industrial Park Associates, L.P. as recorded in Official Record 31243 Page E11 (all deeds and plats are recorded in the Franklin County Recorder's Office), the easement boundary being more particularly described as follows:

Beginning at a 1-inch iron pipe 0.7-foot above grade found at the northwesterly corner of said 12.076 acre tract, said point being the southwesterly corner of a 14.203 acre tract of land owned by The Village of Obetz as recorded in Instrument Number 201503170033100, said point also being along the easterly right-of-way line of Industrial Center Drive as shown in Plat Book 76 Page 35; thence South 85° 58' 11" East a distance of 25.95 feet along the common line of said 12.076 acre tract and said 14.203 acre tract to the northerly terminus of the easterly line of a 20-foot easement as shown in Plat Book 76 Page 35, said point being the True Point of Beginning;

Thence, from said True Point of Beginning, South 85° 58' 11" East a distance of 47.59 feet along the common line of said 12.076 acre tract and said 14.203 acre tract to a point;

Thence South 04° 04' 18" West a distance of 140.12 feet through said 12.076 acre tract to a point on the easterly line of said 20-foot easement;

Thence along a curve to the left having a radius of 230.00 feet, an arc length of 150.63 feet, a central angle of 37° 31' 23" and a chord that bears North 14° 41' 23" West a chord distance of 147.95 feet, following the easterly line of said 20-foot easement, to the True Point of Beginning and containing 0.049 acre of land, more or less.

Subject to easements, restrictions and rights-of-way, if any, of record.

Bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone and North American Datum of 1983 (2011) as established from a GPS survey originating on ODOT CORS station "COLB" with a bearing of South 04° 04' 18" West as shown along the easterly right-of-way line of Industrial Center Drive.



John T. Paul  
Ohio Professional Surveyor No. 8188

02-17-2026

Date

