

BY:

ORDINANCE NO. 09-2022

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO GRANT A GENERAL USE PERMIT TO SCOTT WILKINS, ON BEHALF OF MAI CHAU RESTAURANT GROUP LLC, TO LICENSE THE USE OF THE VILLAGE RIGHT-OF-WAY ON THE PROPERTY LOCATED AT 133 NORTH PROSPECT STREET ALLOWING FOR THE INSTALLATION OF AN OUTDOOR CAFÉ SPACE

WHEREAS, Scott Wilkins, is an owner of certain real property identified as Licking County Parcel No. 020-051702.00.000, addressed as 133 North Prospect Street, located in the Village of Granville, Licking County, Ohio (the "Grantee's property"); and

WHEREAS, the Village of Granville is the owner of a certain publicly dedicated right-of-way located as described above, said right-of-way having been dedicated to the Village of Granville as recorded in the Licking County Recorder's Office in Newark, Ohio; and

WHEREAS, the property owner's desire to obtain permission from the Village to utilize an area that is to measure no greater than 357.33 square feet in order to install an outdoor café' space for the business located within the structure; and

WHEREAS, the Village has determined that it is in the best interests of the Village and its residents to grant such a general permit to Scott Wilkins, on behalf of Mai Chau Restaurant Group LLC, for the installation of a 357.33 square foot outdoor café' space, attached hereto and made a part hereof.

NOW THEREFORE BE IT ORDAINED by the Council of Granville, Ohio that:

Section I: The Village Manager is hereby authorized and directed to enter into a General Permit agreement with Scott Wilkins, on behalf of Mai Chau Restaurant Group LLC, for the installation of described 357.33 square foot outdoor café' space, located on the property as described above, within the right-of-way area described in Exhibit A.

Section II: This Ordinance shall take effect and be in force from and after the earliest period permitted by law.

Passed this 18th day of May, 2022.


Melissa Hartfield, Mayor

ATTEST:


Autumn Klein, Clerk of Council

APPROVED AS TO FORM:


William Mattes, Law Director

GENERAL PERMIT

Exhibit A

THIS GENERAL PERMIT (this "Permit"), is made this 18th day of May, 2022, by and between the VILLAGE OF GRANVILLE, OHIO, a municipal corporation (the "Grantor"), and Mai Chau Restaurant Group LLC (the "Grantee").

WHEREAS, Grantee is the fee simple owner of certain real property located in Licking County, Ohio, more particularly described as Licking County Parcel No. 020-051470.00.000, and located at 133 North Prospect, Granville, Licking County, Ohio (the "Grantee's property"); and

WHEREAS, this project will be constructed within the public right-of-way, utilizing an area not to exceed 357.33 square feet in area, located within the Village right-of-way; and

WHEREAS, Grantor desires to grant and Grantee desires to obtain a revocable non-exclusive license to use a portion of the Grantor's right-of-way as more particularly described on Exhibit A, a map attached hereto and made a part hereof (the "Permitted Area") in order to install a 357.33 square foot patio that will serve as an outdoor café' space for the business located within the structure subject to the terms and conditions of this Permit.

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

1. Grant. Grantor hereby grants to Grantee a revocable non-exclusive license on, over and across the Permitted Area for use in relation to Grantee's property and more specifically to install a 357.33 square foot patio that will serve as an outdoor café' space for the business located within the structure of the Grantee's property ("Improvements"). This Permit is granted only to allow the access to Grantee's property and construction of the Improvements. This Permit shall, without any action of the Grantor, automatically terminate upon removal of the Improvements from the Permitted Area.

2. Maintenance and Repair of the Permitted Area. Grantee shall be solely responsible for the maintenance of the Permitted Area (and repair and replacement of all Improvements constructed thereon from time to time), including without limitation the obligation to maintain such area in a good quality and condition of order, repair and cleanliness as Grantor regularly maintains the remainder of the right-of-way. Grantee shall be responsible for all costs and expenses associated with such maintenance, repair and replacement, including any real estate taxes (if applicable). Grantee shall ensure that all Improvements maintenance and repair are done in accordance with the ordinances of the Village of Granville, Ohio and the directions of the Village Manager. This Permit shall, without any action of the Grantor, automatically terminate upon failure of Grantee to comply with this paragraph.

3. Indemnification. The Grantee hereby agrees to indemnify and hold the Grantor and its Council, officers, employees, attorneys and agents harmless from and against any and all liabilities, obligations, damages, penalties, claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses (including reasonable attorney's fees and disbursements) of any kind or nature arising out of: (i) any breach or violation of the terms and conditions of this Permit by the Grantee; (ii) the use the Permitted Area or Improvements or from any activity, work, or other acts or things done to the Permitted Area or Improvements by the Grantee, its employees, contractors, invitees, or agents; or (iii) injury to or death of persons (including personnel or employees of the Grantee), and damage to any and all property, including loss of use thereof, resulting from or in any manner arising out of any negligent act or omission of the Grantee, its employees, contractors, invitees, or agents. This indemnification obligation shall survive termination of this Permit.

4. Termination. In addition to automatic termination as set forth in paragraphs 1 and 2, if the Grantor needs the Permitted Area for any other public purpose, as determined in the sole discretion of its Council or Village Manager, then the Grantor may terminate and cancel this Permit upon ninety (90) days' written notice to the Grantee. In the event of termination as provided in paragraph 1, 2 and 5, the Grantee shall not be

entitled to, and hereby waives, any rights to seek compensation, indemnification or damages, of any kind or nature, from the Grantor for any loss associated with such termination, including but not limited to any loss associated with the Improvements or any subsequent improvements made under paragraph 2 to the Permitted Area.

5. Miscellaneous.

- (a) Notwithstanding anything in this Permit to the contrary, Grantor reserves the right to use and enjoy the Permitted Area for all purposes not inconsistent with this Permit.
- (b) This Permit contains the entire understanding between the parties hereto concerning the subject matter hereof and it is understood and agreed that all negotiations and agreements had between the parties are merged herein.
- (c) The license granted in this Permit is for the exclusive benefit of the Grantee. The Grantee shall not assign or otherwise transfer the license granted in this Permit to any person or entity, without the prior written consent of the Grantor.
- (d) If any paragraph of this Permit, or portion thereof, is declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Permit will not be affected and each paragraph of this Permit will be valid and enforceable to the fullest extent permitted by law.
- (e) This Permit shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. All disputes arising under this Permit must be litigated in Licking County Court of Common Pleas and the parties' consent to the jurisdiction and venue of such court.
- (f) This Permit may be executed in any number of counterparts, each of which when so executed and delivered, shall constitute an original, but all of which together shall constitute but one instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

IN WITNESS WHEREOF, this Permit has been executed as of the day and year set forth above.

Grantor:

HERB KOEHLER
VILLAGE OF GRANVILLE, OHIO

By: Scott Wilkins

Print Name: Scott Wilkins

Title: OWNER

Grantees:

SCOTT WILKINS ON BEHALF OF MAI
CHAU RESTAURANT GROUP LLC

By: Herb Koehler

Print Name: Herb Koehler mg AK

Title: Village Manager

Approved as to form:

William Mattes

William Mattes, Law Director, Village of Granville



VALENZUELA JULIO
C & JENNIFER L
0.2

130
RA 130
NADINEE
0.12

MENCHAU REAL
ESTATE LLC
0.2

133

N PROSPECT ST

MARTIN JOYCE
& GEORGE
0.04

117

132 ETS



* Area occupied by
 cafe space
 within Village Row
 ≈ 357.33 #

* Allowing for a
 pedestrian
 walkway between
 cafe space and
 curb of 7 1/2'
 in width.

THREE TIGERS BREWING CO & MAI CHAU KITCHEN

OUTDOOR SEATING PLAN 24" X 42" TABLES

The outdoor seating area will not exceed 64" from building toward the curb of N Prospect. Area partition will be wheeled raised stained wood flower boxes (48"L x 14"W x 32"H) interconnected by chain. Tables and chairs will be woodgrain indoor/outdoor.



-Dyost

P/L /
 ROW
 LINE

67'

OUTDOOR AREA



7.5'
 WALKWAY

154" TO CURB

N. PROSPECT STREET



X



Flash Furniture Metal Slat-Back Restaurant Stack Chair, 28-1/2"H x 21-1/2"W ...
Item # 6141081



TEAK TABLE TOP WITH BASE X

SKU#: ASF-TTT-SET

Table Size: 28" x 48" - \$94.00

Base Size: 2 Prong Double Base - \$63.00

*Cafe Seating/Furniture
approved by GPC
April 11th, 2022
-Dyost*

EXHIBIT
tabbles
A



Planters to cordon
off the cafe space -
Approved by GPC
April 11th 2022
- D Cost