

BY: Mickelson

**ORDINANCE NO. 11-2022**

**AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO GRANT A GENERAL USE PERMIT TO JAMES & MARGARET BETTS TO LICENSE THE USE OF THE VILLAGE RIGHT-OF-WAY AT 231 NORTH GRANGER STREET**

**WHEREAS**, James & Margaret Betts are the owners of certain real estate located at 231 N Granger Street, Granville, Licking County, Ohio, more particularly described as Licking County Parcel No. 020-054414-00.000; and

**WHEREAS**, the Village of Granville is the owner of a certain publicly dedicated right-of-way located at 231 N Granger Street, 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**, James & Margaret Betts desire to obtain permission from the Village for the installation of a thirty-four (34") inch tall three-rail black steel fencing in the side and rear yards; and at a forty-five (45) degree angle at the corner, See Exhibit A; and

**WHEREAS**, Village Council has determined that it is in the best interests of the Village and its residents to grant such a general permit to James and Margaret Betts, for the installation of a thirty-four (34") inch tall three-rail black steel fencing, in the side and rear yards, and at a forty-five (45) degree angle at the corner, attached hereto and made a part hereof.

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


**Section 1:** The Village Manager is hereby authorized and directed to enter into a General Permit agreement between Elizabeth Hall and the Village of Granville, for the installation of a thirty-four (34") inch tall three-rail black steel fencing, and at a forty-five (45) degree angle at the corner, in the side and rear yards as described in Exhibit A.

**Section 2:** This Ordinance shall take effect and be in force from and after the earliest period permitted by law.

Passed this 15<sup>th</sup> day of June, 2022.

  
\_\_\_\_\_  
Mayor Melissa Hartfield

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 15th day of June, 2022 by and between the VILLAGE OF GRANVILLE, OHIO, a municipal corporation (the "Grantor"), and James & Margaret Betts (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. 020-054414-00.000, and located at 231 N Granger Street, 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 one hundred thirty (130) square feet, to install approximately one hundred thirty (130) linear feet of thirty-four (34") inch high three-rail black steel fencing in the front and side yards, eighteen (18") inches off of the sidewalk; and at a forty-five (45) degree angle at the corner; noting the majority of the home's front and side yards are 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") for the installation of a thirty-four (34") inch tall three-rail black steel fencing in the front yard and side yards, 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 for the installation of a thirty-four (34") inch tall three-rail black steel fencing, eighteen (18") off of the sidewalk, in the front and side yards to 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: Herb Koehler

Print Name: Herb Koehler by AK

Title: Village Manager

**Grantees:**

JAMES & MARGARET BETTS

By: Margaret Betts

Print Name: Margaret Betts

Title: OWNER

Approved as to form:

William Mattes

William Mattes, Law Director, Village of Granville



Taxes Due February 16th

Search: Owner

020-054414-00.000 **BETTS JAMES & MARGARET** 231 GRANGER ST  
GRANVILLE, OH 43023

Current

KEY

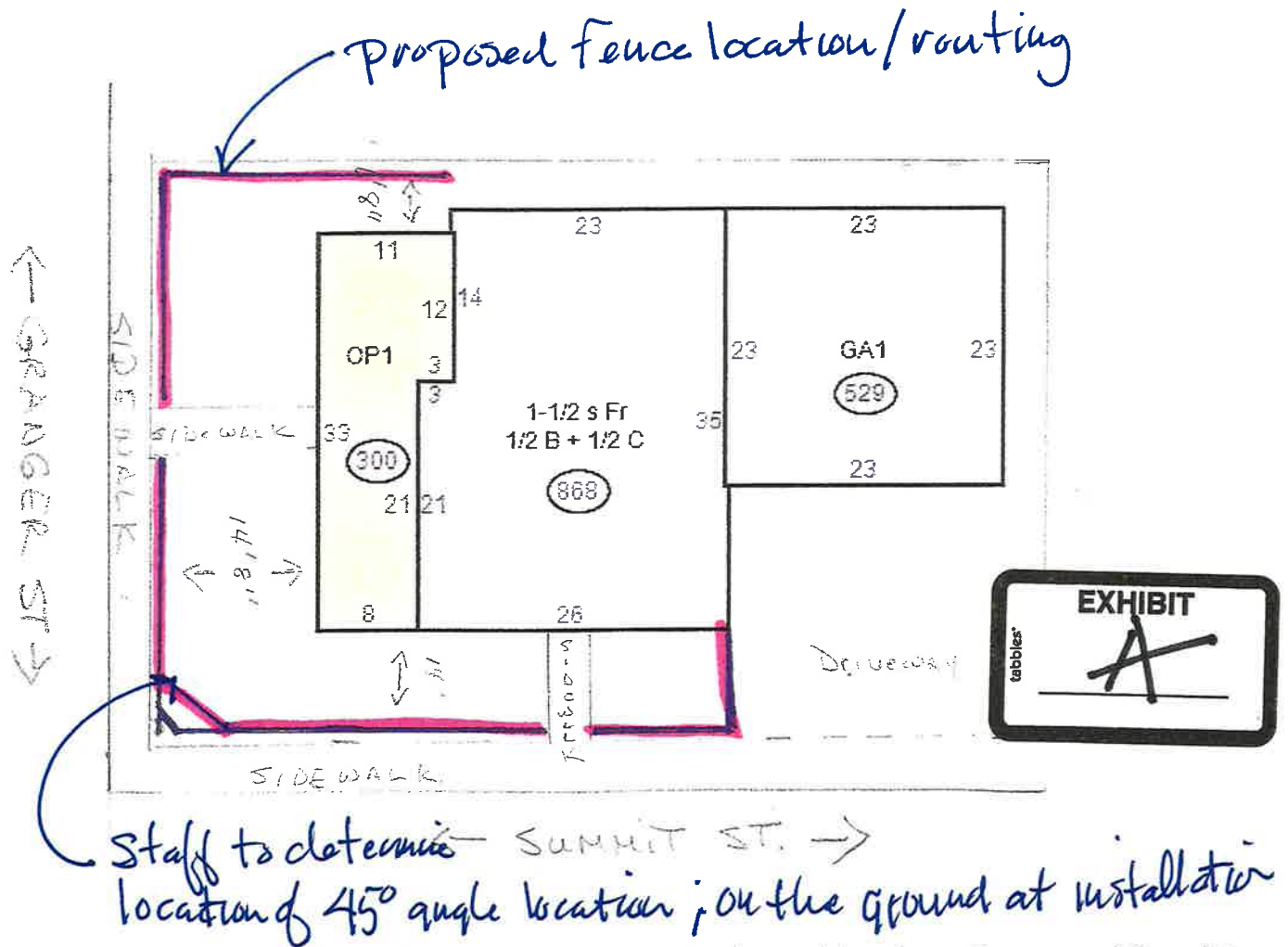
- Single Family - 1-1/2 s Fr / 1/2 B + 1/2 C 868
- GA1 - Garage Attached-Concrete Block 529
- OP1 - Open Porch 300

1 of 1

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34" Height  
18" back  
Fence



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