

BY: Olbur

ORDINANCE NO. 12-2022

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO GRANT A GENERAL USE PERMIT TO LOU JAQUISH, ON BEHALF OF THE UNITED CHURCH OF GRANVILLE TO LICENSE THE USE OF THE VILLAGE RIGHT-OF-WAY AT 115 WEST BROADWAY

WHEREAS, Village of Granville is the owner of certain real estate located at 115 West Broadway, Granville, Licking County, Ohio, more particularly described as Licking County Parcel No. 020-051674-00.000; and

WHEREAS, the Village of Granville is the owner of a certain publicly dedicated right-of-way located at 115 West Broadway, 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, United Church of Granville desires to obtain permission from the Village for the installation of an exterior handrail for steps leading from the public sidewalk, (east side) to the church sanctuary. 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 use permit to Lou Jaquish, on behalf of The United Church of Granville, for the installation of an exterior handrail for the steps leading from the public sidewalk, (east side), to the church sanctuary, 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 Lou Jaquish and the Village of Granville, for the installation of an exterior handrail for steps leading from the public sidewalk (east side) to church sanctuary, 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 15th 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").

Lou Jaguish, on behalf of United Church of Granville.

WHEREAS, Grantee is the fee simple owner of certain real property located in Licking County, Ohio, more particularly described as Licking County Parcel No. 020-051674-00.000, and located at 115 West Broadway, 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 ten (10) square feet, allowing the installation of two (2) exterior handrails - one on each side - for the steps leading from the public sidewalk, (east side) to the church sanctuary; 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 an exterior handrail for steps leading from the public sidewalk, (east side) to church sanctuary, 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 two (2) exterior handrails for steps - one on each side of said steps - leading from the public sidewalk, (east side) to the church sanctuary, 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

Title: Village Manager

Grantees:

LOU JAQUISH, ON BEHALF
OF THE UNITED CHURCH OF
GRANVILLE

By: Lou E Jaquish

Print Name: LOUIS E JAQUISH

Title: PROPERTY COMMITTEE CHAIR

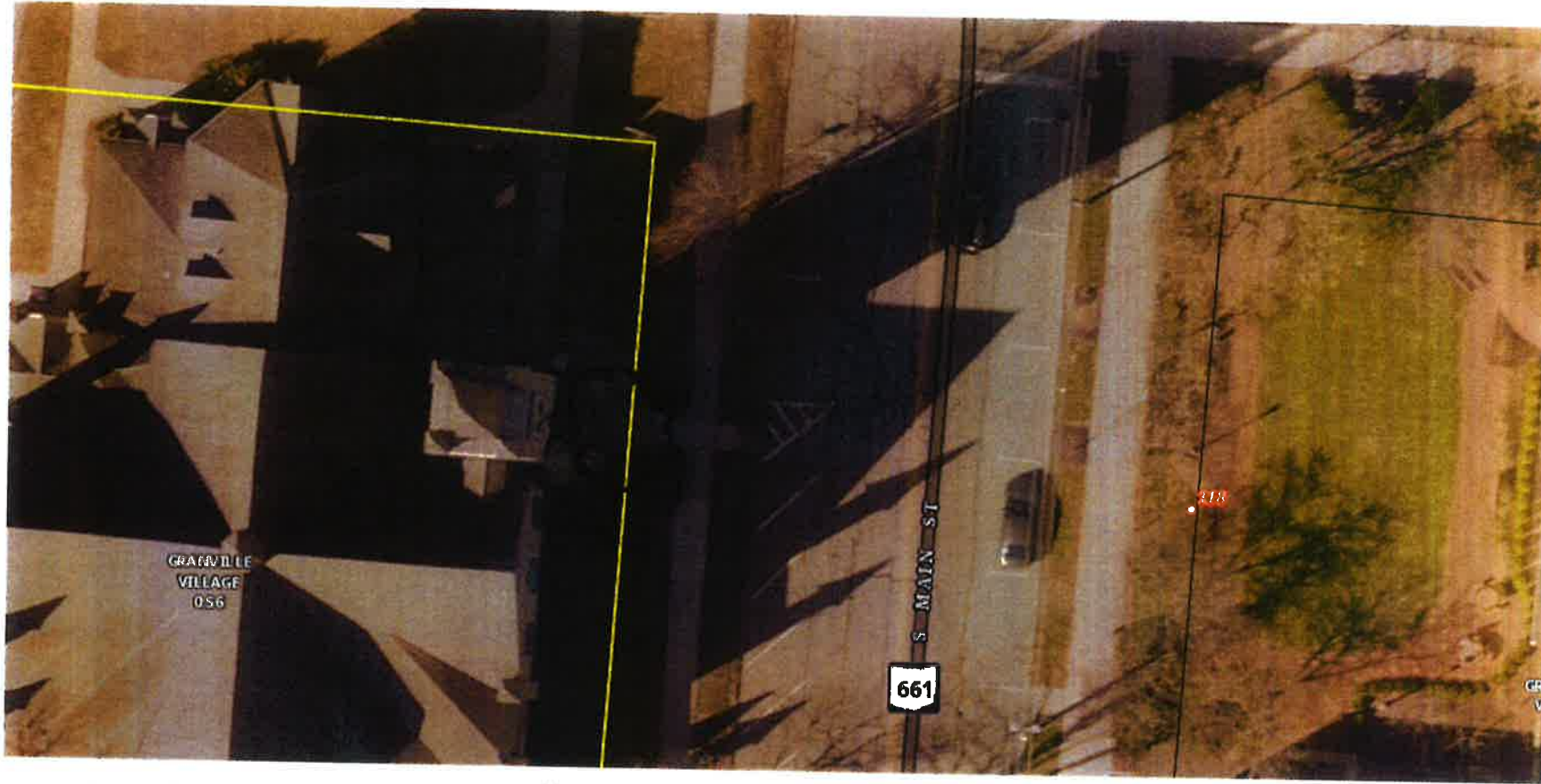
Approved as to form:

William Mattes
William Mattes, Law Director, Village of Granville



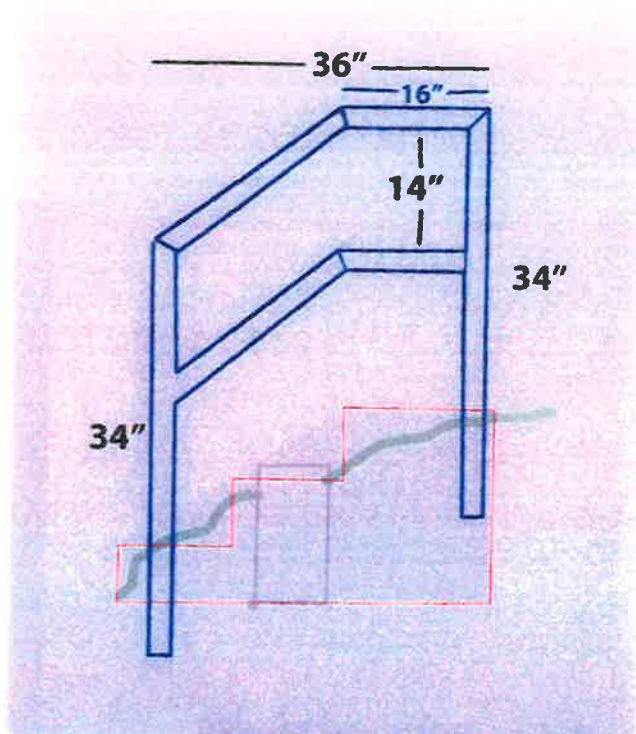
Installation of 2 hand rails

Project area @
115 West Broadway



Installation of 2 handouts

Project location
@ 115 West Broadway



Proposed Handrail
for United Church of Granville steps.

Matching handrail on lower steps

Questions?
call Jack Esslinger
740 501 0010



115 West Broadway

