

RESOLUTION NO. 21.20

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A RIGHT-OF-WAY LICENSE AGREEMENT FOR THE PROPERTY LOCATED AT 157 CHURCH STREET, ~~AND DECLARING AN EMERGENCY~~

WHEREAS, the Village of Plain City owns and controls public right-of-way along the north side of the property located at 157 Church Street in the Village of Plain City, Ohio; and

WHEREAS, the owner of said property wishes to install a replacement fence which would encroach onto the Village's right-of-way; and

WHEREAS, the installation of the fence would not create a safety or line-of-sight issue as depicted on the pending zoning permit application filed with the Village; and

WHEREAS, due to the previous issuance of a zoning permit in error that allowed for the construction of a fence in the right-of-way that is proposed for replacement by the property owner Village Council is willing to allow for the limited and conditional use of its public right-of-way.

NOW THEREFORE BE IT RESOLVED by the Village Council of Plain City, Ohio, as follows:

Section 1. The Village Council of Plain City hereby authorizes and directs the Village Administrator, to enter into the right-of-way license agreement attached hereto "Exhibit A".

Section 2. Upon execution of the license agreement, the Village Administrator shall record the same with the Madison County Recorder's Office.

Passed: September 28, 2020.

Attest: Renee Sonnett
Village Fiscal Officer

Jody Carney
Mayor

First reading: August 24, 2020. Vote: yea nay abstain

Second reading: September 14, 2020. Vote: yea nay abstain

Third reading: September 28, 2020. Vote: 6 yea nay abstain

Certificate of Publication

The undersigned, being Village Fiscal Officer of the Village of Plain City, hereby certifies that the foregoing was published by posting for 15 days as required by law and in accordance with Section

123.01 of the Codified Ordinances. The posting was done from _____, 2020 to _____, 2020 at the Office of the Fiscal Officer located at 800 Village Boulevard; the Plain City Public Library located at 305 W. Main Street; the Security National Bank located at 105 W. Main Street; the Richwood Banking Co. located at 601 W. Main Street; all being in the Village of Plain City, Ohio and the Village of Plain City Website at www.plain-city.com.

Date: _____, 2020

Village Fiscal Officer

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the Village of Plain City, Ohio, 800 Village Boulevard, Plain City, Ohio 43064, hereinafter referred to as "LICENSOR" and Lisa J. Miller, the owner of the property located at 157 Church Street in Plain City, Ohio, hereinafter referred to a "LICENSEE".

WITNESSETH:

For and in consideration of the mutual promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Licensor hereby licenses and authorizes the Licensee, its tenants and their respective agents, employees and invitees the right to enter upon and use certain Village right-of-way which adjoins Licensee's property ("Licensee's Property"), as more particularly shown on Exhibit "A" attached hereto and incorporated by reference herein (the "License Area") for the sole purpose of installing a privacy fence.
2. Licensee specifically agrees that it shall defend, indemnify and hold harmless the Licensor and its officials, officers and employees from any and all damages, injuries or losses suffered by any person arising as a result of the installation of the fence in the License Area.
3. Licensor further grants to Licensee the right to maintain the License Area at the sole cost of the Licensee. Upon the expiration of this Agreement, Licensee shall no longer utilize the License Area. Licensor reserves the right to inspect said property at any and all reasonable times.
4. This Agreement shall expire at such time as Licensor determines that there is a public need to utilize the License Area for a public purpose. Prior to expiration of the Agreement, Licensor agrees not to construct any permanent public improvements, barricades or other obstructions within the License Area nor take any action which will prevent the use of the License Area by Licensee for the purposes detailed in this Agreement, without the written approval of the Licensee, unless said actions are part of a legal permissible eminent domain action.
5. This Agreement is a license in real estate and the rights created by it are personal to those named herein and their successors and assigns. This Agreement does not pass any interest in the property described above, other than as specifically set forth in this Agreement.

EXECUTED by the parties hereto on the day and year first above written.

LICENSOR:

VILLAGE OF PLAIN CITY, OHIO

By: Nathan E. Cahall, Village Administrator

LICENSEE:

Lisa J. Miller

STATE OF OHIO)
)
COUNTY OF MADISON) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Nathan E. Cahall, Village Administrator.

Notary Public

STATE OF OHIO)
)
COUNTY OF MADISON) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2020, before me, the subscriber, a Notary Public in and for said County and State, personally came _____, the _____ of _____,

which executed the foregoing instrument; that said instrument was signed as his/her free act and deed individually.

Notary Public

EXHIBIT A