

Sponsor: Hensler/Elliott

ORDINANCE NO. 34-18

AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT A LICENSE TO SHAWN AND MELISSA SEXTON ACROSS PROPERTY OWNED BY THE CITY OF JACKSON, PURSUANT TO R.C. SECTION 723.121.

WHEREAS, the City of Jackson is the owner of a rail road way beginning at the intersection of W. Main Street and Diamond Street upon which the Shawn and Melissa Sexton are in need of a license for access to their property; and

WHEREAS, the Sextons have agreed to maintain the property over which this license is granted and to indemnify the City for all liability that may arise from the use of the license; and

WHEREAS, the City finds that the grant of the requested license is non-exclusive and revocable and will not interfere with the City's use of the property for a municipal purpose and this conveyance is authorized pursuant to R.C. sections 723.121; and

NOW, THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE POLITICAL SUBDIVISION OF THE CITY OF JACKSON, THAT THE MAYOR IS HEREBY AUTHORIZED TO EXECUTE AND DELIVER THE LICENSE ATTACHED HERETO.

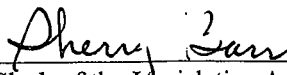
OPEN MEETING. It is hereby found and determined that all formal actions of this council concerning and relating to this Ordinance were adopted in an open meeting, and that these deliberations of this council and its committees resulted in such formal action, or in meeting open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 23rd day of July, 2018.



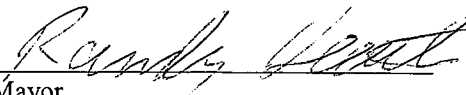
President of Council

ATTEST:



Clerk of the Legislative Authority

Approved this 23rd day of July, 2018.



Mayor

REVOCABLE LICENSE AGREEMENT

1.0 **PARTIES.** The parties to this Agreement are the CITY OF JACKSON, OHIO (the "CITY") and SHAWN AND MELISSA SEXTON (hereinafter referred to collectively as "LICENSEE"). This Agreement is effective upon execution of the LICENSEE and following approval by the legislative authority of the City of Jackson and upon execution by the Mayor.

2.0 **RECITALS AND PURPOSE.**

2.1 The CITY is the owner of certain property maintained for use as a rail road. The "**Licensed Premises**" shall be the property of the existing rail road bed beginning at the intersection of W. Main Street and Diamond Street in the City of Jackson and terminates at the Licensee's Property and shall not exceed 40 feet in width.

2.2 The LICENSEE is the owner of property commonly known and as 27.426 acres in SSR lot 49, tax parcel number H140010117501 ("Licensee's Property"). The Licensee desires to use and occupy the adjacent Licensed Premises for passive uses that are customarily incidental to access Licensee's Property for non-commercial use.

2.3 The CITY is willing to grant a non-exclusive and revocable license to the Licensee under the terms and conditions as specified herein.

3.0 **TERMS AND CONDITIONS.**

3.1 The CITY hereby grants to the LICENSEE a non-exclusive and revocable license for the use and occupation of the of the Licensed Premises, except as noted herein, no other encroachment, structure, improvement, fence, wall or any other real or personal property shall be erected, installed, constructed, stored, kept, or maintained in any way or fashion on the Licensed Premises, including but not limited to motor vehicles, boats, recreational vehicles and equipment, storage sheds, carports, or other equipment without City approval.

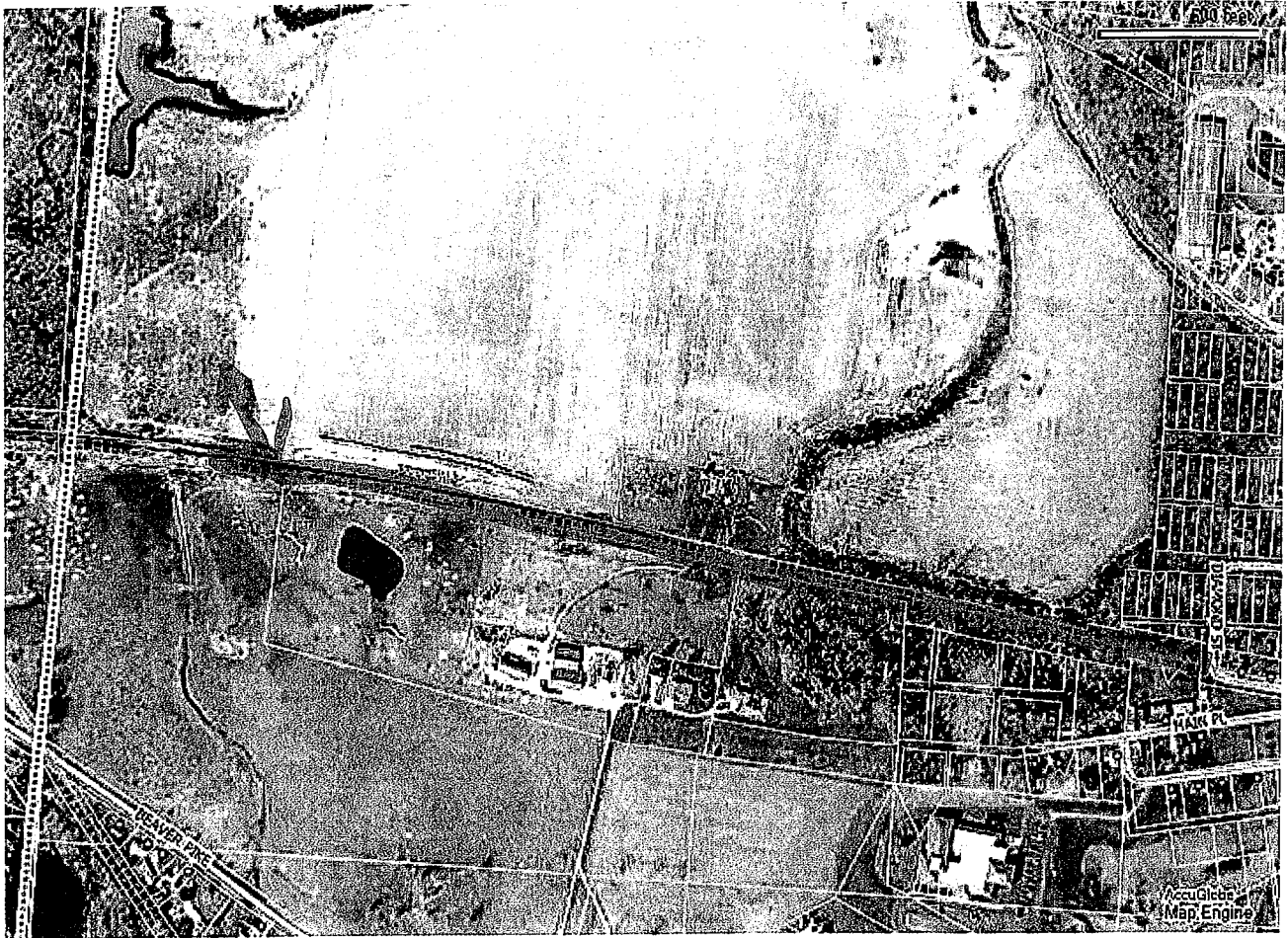
3.2 The CITY may terminate and revoke this Agreement at any time without reason or cause by giving written notice to the LICENSEE 30 days in advance of the effective date of termination and specifying the date of termination therein. In the event this Agreement is revoked by the City either because of an emergency or other public need or for any reason, the City shall reserve all available remedies for taking possession of the Licensed Premises.

3.3 The License approved by this Agreement is personal to the Licensee, shall not run with the land, and shall terminate immediately upon the sale or transfer of the Licensee's Property. Nothing in this provision shall prohibit the City from negotiating or entering into a similar agreement with a future owner of the Licensee's Property.

3.4 LICENSEE expressly agrees to, and shall, indemnify and hold harmless the CITY and any of its officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and attorneys' fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership,

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Jackson County GIS



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