

Record of Ordinances

Ordinance No.: 2025-11

Passed: March 10, 2025

AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT AN EASEMENT AND RIGHT OF WAY AGREEMENT FOR THE PROPERTY LOCATED AT 144 EAST WOOD AVENUE, WEST LAFAYETTE, OHIO, AND DECLARING AN EMERGENCY

WHEREAS, Michael J. Mills and Rachel A. Mills, husband and wife, are the fee simple owners of the property located at 144 East Wood Avenue, West Lafayette, Ohio 43845; and

WHEREAS, Michael J. Mills and Rachel A. Mills, husband and wife, have requested that the Village grant an easement and right of way for their residence which has a garage that goes over and onto the property of the Village (see attached survey map incorporated herein by reference);

WHEREAS, an undetermined number of years ago, a garage was built that goes over and onto the property of the Village through no fault of the current owner;

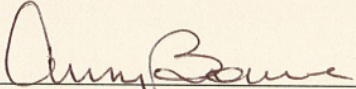
NOW, THEREFORE, BE IT ORDAINED, by the Council of the Village of West Lafayette, Coshocton County, Ohio as follows:

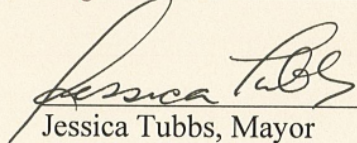
Section 1. The Mayor of the Village of West Lafayette is hereby directed and authorized to grant an easement and right of way agreement to said Michael J. Mills and Rachel A. Mills, husband and wife, their heirs and assigns, as outlined in the attached Non-Exclusive Easement and Right of Way Agreement incorporated herein by reference.

Section 2. That Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, welfare and morals.

WHEREFORE, this Ordinance shall take effect and be in full force from and after its passage and approval by the Mayor.

PASSED IN COUNCIL THIS 10th day of March, 2025.

ATTEST: 
Amy Bourne, Fiscal Officer


Jessica Tubbs, Mayor

This instrument prepared by:
William Todd Drown, Esquire
Drown Law Offices, Inc.
504 Main Street
Coshocton, Ohio 43812
(740) 291-8080

NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Village of West Lafayette, an Ohio Village, ("the Grantor"), for valuable consideration paid, grants to Michael J. Mills and Rachel A. Mills, husband and wife, (the "Grantee"), gives, grants, bargains, and conveys to the said Grantee, the non-exclusive easement and perpetual right to enter upon, construct, maintain and use a garage on the north east portion of the land described as follows, which encroaches onto North Center Street by 1.5'+/- & 0.7'+/- as shown on the mortgage location survey attached hereto:

Situated in the Village of West Lafayette, County of Coshocton and State of Ohio and being more fully described as follows:

Tract One:

Being Lot Numbered Four Hundred Ninety-Seven (497) formerly Lot Number Fifty-Four (54) in said village as the said lot is marked and delineated on the recorded plat of Seth Shaw's First Addition recorded in Plat Book 1 (Transcribed), Page 284, Coshocton County Plat Records.

Tract Two:

Being the East half of Lot Numbered Four Hundred Ninety-Eight (498) formerly Lot Number Fifty-Five (55) in said village as the said lot is marked and delineated on the recorded plat of Seth Shaw's First Addition recorded in Plat Book 1 (Transcribed), Page 284, Coshocton County Plat Records.

Parcel Numbers: 020-00000386-00 and 020-00001102-00

Property Address: 144 East Wood Avenue, West Lafayette, Ohio 43845

The said Grantee shall have the right at all times to enter upon the said land for the inspection, repair, and renewal of said garage and for the doing of all things necessary to maintain said garage in a proper condition and shall save the Grantor thereof, its successors and assigns, harmless from any and all loss, cost, damage, and expense from any cause arising out of

any wrongful or negligent act by said Grantee in connection with operation, maintenance, and reconstruction of said garage.

The said Grantor reserves for itself, its successors and assigns, at all times, the right to construct and maintain, under, over and above said garage such structures as shall be so constructed as not to interfere with said garage or prevent access to the garage, nor injure the same.

The Grantee agrees that if the garage should become damaged by more than fifty-one percent (51%) or removed, Grantee shall rebuild the structure so that it is not encroaching onto the premises of Grantor.

This Non-Exclusive Easement and Right-of-Way Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto and the Grantor and Grantee hereby accept this grant upon the terms and conditions herein imposed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on this _____ day of _____, 2025.

Village of West Lafayette

By: _____

Its: _____

STATE OF OHIO }SS.
COUNTY OF COSHOCTON }SS.

BE IT REMEMBERED, That on this _____ day of _____ 2025, before me, a Notary Public, in and for said State, personally came Village of West Lafayette, an Ohio Village, by

_____ its _____, the
Grantor(s) in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act
and deed.

IN TESTIMONY THEREOF, I Have hereunto subscribed my name and affixed my official seal on the
day and year last aforesaid.

Notary Public

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on this _____ day of _____, 2025.

Michael J. Mills

Rachel A. Mills

STATE OF OHIO }SS.
COUNTY OF COSHOCTON }SS.

BE IT REMEMBERED, That on this _____ day of _____ 2025 before me, a Notary Public, in and for said State, personally came Michael J. Mills and Rachel A. Mills, husband and wife, the Grantee(s) in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I Have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

This Instrument was prepared by: Drown Law Offices, Inc., Legal Professional Association
Attorney William Todd Drown, 504 Main Street, Coshocton, Ohio 43812
Title File No.: 25-044