

APPLICATION FOR
 Residential, Building, Electrical, Plumbing, Mechanical, and Demolition Permit
FROM - The City of Napoleon, Ohio, Building Department
 255 West Riverview Avenue; P.O. Box 151; Napoleon, Ohio 43545 - Telephone (419) 592-4010

ENTRY NO. _____
 PERMIT NO. 3555 ISSUED 6-6-95
 JOB LOCATION 515, 517 Aron A12 Melsted
 LOT _____
 (Subdivision or Legal Description)
 ISSUED BY BND
 (Building Official)
 OWNER D. Wilson Stough PHONE 592-5521
 ADDRESS 517 Aron Napoleon
 AGENT Hayes Bros. PHONE _____
 ADDRESS _____
 USE: Residential () Commercial () Industrial
 () Other _____
 WORK: New () Addition () Replacement () Remodel
 ESTIMATED COST = \$ 12,000.00

	<u>Base</u>	<u>Plus</u>	<u>Total</u>
<input checked="" type="checkbox"/> Building	\$ <u>9.00</u>	\$ <u>52.00</u>	\$ <u>61.00</u>
() Electrical	\$ _____	\$ _____	\$ _____
() Plumbing	\$ _____	\$ _____	\$ _____
() Mechanical	\$ _____	\$ _____	\$ _____
() Demolition	\$ _____	\$ _____	\$ _____
() Zoning	\$ _____	\$ _____	\$ _____
() Sign	\$ _____	\$ _____	\$ _____
() Water Tap	\$ _____	\$ _____	\$ _____
() Sewer Tap	\$ _____	\$ _____	\$ _____
() Temp Water	\$ _____	\$ _____	\$ _____
() Temp Elec.	\$ _____	\$ _____	\$ _____

Additional Plan Review: Structure _____ Hours _____
 Electric _____ Hours _____

TOTAL FEES \$ 61.00
 Less Fees Paid \$ 61.00
 BALANCE DUE \$ 0

ZONING INFORMATION

<u>District</u>	<u>Lot Dimensions</u>	<u>Area</u>	<u>Front Yard</u>	<u>Side Yard</u>	<u>Rear Yard</u>

<u>Max Height</u>	<u>No. Pkg. Spaces</u>	<u>No. Ldg. Spaces</u>	<u>Max Cover</u>	<u>Petition or Appeal Required-Date</u>

WORK INFORMATION

Building: Ground Floor Area _____ sq. ft. Basement Floor Area _____ sq. ft.
 Garage Floor Area _____ sq. ft. 2nd Floor Area _____ sq. ft. Other _____ sq. ft.
 Size: Length _____ Width _____ Stories _____ Height _____
 Building Volume (for Demolition Permit) _____ cubic feet

Description of Work: 4' high front yard fence w/ 6" curbing

PAID
 JUN - 5 1995
 CITY OF NAPOLEON

ELECTRICAL: Contractor _____ Phone _____
Address _____ ESTIMATED COST = \$ _____

Type of Work: ()New ()Service Change ()Rewiring ()Add'l Wiring TEMPORARY ELEC. REQUIRED - ()Yes ()No
Size of Service _____ Underground _____ Overhead _____ Number of New Circuits _____

Description of Work: _____

PLUMBING: Contractor _____ Phone _____
Address _____ ESTIMATED COST = \$ _____

WATER TAP REQUIRED - ()Yes ()No Size _____ Type of Pipe _____ Water Dist. Pipe _____

SANITARY SEWER TAP REQUIRED - ()Yes ()No Size _____ Type of Pipe _____ Dr. Waste Vt. Pipe _____

STREET SEWER TAP REQUIRED - ()Yes ()No Type of Pipe _____ STREET TO BE OPENED - ()Yes ()No
Main Building Drain Size = _____ Main Vent Pipe Size = _____

LIST NUMBER OF PLUMBING FIXTURES BELOW:

Water Closets = _____ Bathtubs = _____ Showers = _____ Lavatories = _____ Kitchen Sinks = _____ Disposal = _____
Clothes Washer = _____ Floor Drains = _____ Dishwasher = _____ Other _____ Total = _____

Description of Work: _____

MECHANICAL: Contractor _____ Phone _____
Address _____ ESTIMATED COST = \$ _____

HEATING SYSTEM - ()Forced Air ()Gravity ()Hot Water ()Steam ()Unit Heaters ()Radiant ()Baseboard

TYPE OF FUEL - ()Electric ()Natural Gas ()Propane ()Wood ()Coal ()Solar ()Geothermal Other _____

NUMBER OF HEAT ZONES = _____ HOT WATER - ()One (1) Pipe ()Two (2) Pipes ()Series Loop

ELECTRIC HEAT - Number of Circuits _____ Number of Furnaces _____ Number of Hot Air Runs _____

Number of Hot Water Radiators _____ Total Heat Loss _____ Rated Capacity of Furnace/Boiler _____

LOCATION OF HEATING UNITS - ()Crawl Space ()Floor Level ()Attic ()Suspended ()Roof ()Outside

Description of Work: _____

DRAWINGS REQUIRED: All applications must be accompanied by two (2) complete sets of Drawings including Site Plans, Foundation Plans, Floor Plans, Structural Framing Plans, Exterior Elevations, Section and Details, Stair Details, Electrical Layout, Plumbing Isometric, Heating Layout, etc. All Plans shall be drawn to scale, show all existing structure on the Site Plans, and show electric panel and furnace locations.

READ AND SIGN BELOW: The undersigned hereby makes application for a Permit for all work described herein and agrees to complete the work in strict accordance with all applicable provisions of the current edition of the C.A.B.O. Building Code, the Napoleon Building and Zoning Codes, the Napoleon Engineering Department Rules and Regulations, Standard Specifications and other pertinent sections of the Napoleon Code of Ordinances.

Signature of Applicant _____ **Date** _____

License Agreement between the City &
Dr Wilson Stough 517 Avon Place Napoleon
for the Placement of a decorative stone wall
and an Iron fence on the R/W or/and Front yard Setback at
517 Avon Place

18 Aug/1994
FILED W/
MOTION 68-94

LICENSE AGREEMENT

See BZA 94/04 for setback approval

WHEREAS, the Napoleon City Council has given approval to a proposal subject to certain conditions to be contained in a License Agreement;

NOW THEREFORE, this License Agreement (hereinafter called "this Agreement") is made by and between the City of Napoleon, Ohio (hereinafter called "the City") and Wilson Stough and Brenda Stough (hereinafter called "the Licensees") for the consideration and upon the terms and conditions set forth herein, all of which are hereby agreed to by the parties.

1. Subject to the full and prompt payment by the Licensees of all monetary consideration set forth in this Agreement and subject to the performance and observance by the Licensees of all terms and conditions set forth in this Agreement, the City hereby grants to the Licensees the license to install an iron fence along the inside of the existing walk on a curb to be installed by Licensees upon the premises known as a Part of Outlot No. 9D and also a part of Outlot No. 10A in Phillips and Staffords Subdivision of Outlots, City of Napoleon, Henry County, Ohio; more commonly known by addresses of 515 and 517 Avon Place and 412 Welsted; the "Premises" lying entirely within the City right-of-way, however.

2. This license shall be perpetual subject to the right of the City to terminate same upon necessity of use of the area occupied by the curb and fence to be installed for road widening, installation or repair of utilities. City shall give licensees sixty (60) days notice of its intent to terminate this License Agreement or to interfere with the use by Licensees of the area covered by this Agreement except in case of emergency.

3. Licensees retain ownership of the fence and any improvements and shall be afforded reasonable opportunity to remove same at their expense in the event of termination of this Agreement in full or in part.

4. The parties acknowledge the fence and walk are within the City's rights of way on Avon Place and Welsted and the fence to be installed on its curbing will be approximately four (4) feet in height; hence this License Agreement.

5. Licensees shall pay City the sum of One Dollar (\$1.00) as and for the consideration of this License.

6. The Licensees at all times shall comply with the zoning ordinances and regulations of the City except as varied by this Agreement or any ordinance pursuant to this Agreement and Application for Zoning Variance.

7. This License shall run with the land to the benefit of the properties in question but shall not be assignable by Licensees to anyone other than successors in interest to the land in question.

8. In the event Licensees violate any term or condition of this Agreement or abandon the license or the premises covered by this Agreement, the City, by action of the City Manager or any other authorized representative of the City, may terminate this license without notice and without any further action whatsoever. In that event, Licensees shall immediately forfeit all rights and privileges associated with this License (including the right of possession) and shall vacate the premises covered by this Agreement; and all improvements thereon shall be the sole and absolute property of the City without any obligation to compensate Licensees therefor.

9. At all times during the existence of this license, Licensees shall maintain in full force and effect residential or commercial liability insurance with insurance carriers and in amounts satisfactory to the City insuring Licensees and the City, as their interests may appear, from all demands, claims, expenses, losses, damages and liabilities that may occur or may be claimed by or with respect to the injury, death, damage or destruction of any person or property occurring on or about the premises covered by this Agreement resulting from Licensees or the Licensees' agents, employees, contractors, invitees or guests. The Licensees shall pay all premiums for such insurance coverage as they become due. The City shall have the right to hold a memorandum copy of such insurance policy and the Licensee shall deliver to the City a memorandum copy thereof and receipts verifying that all premiums therefor have been paid. In addition, the Licensees shall indemnify and hold harmless the City from all demands, claims, expenses, losses and liabilities

that may occur or may be claimed by or with respect to the injury, death, damage or destruction of any person or property occurring on or about the premises resulting from the use, misuse, possession, occupancy or non-occupancy of the premises by the Licensees or the Licensees' agents, employees, contractors, invitees or guests except as may be occasioned by the City, its agents, employees and contractors.

10. The Licensees shall not create, permit or suffer any lien or encumbrance against or upon the premises within the City rights of ways during the existence of this License.

11. As an additional requirement of this License Agreement, Licensees agree to install the fence and curbing no closer than four (4) feet to the fire hydrant now in place near the corner of Welsted and Avon Place.

12. The City's waiver of any default by Licensees shall not constitute a continuing waiver or a waiver of any subsequent default, whether of the same or any other term or condition of this Agreement. Any delay or failure by the City to exercise any right, power or remedy provided in this Agreement or by law or in equity shall not constitute a waiver of any such right, power or remedy or acquiescence in any default by the Licensees.

13. The intent of the parties in this Agreement is to grant a perpetual license to Licensees, not a leasehold interest, easement, right-of-way or any other right, title or interest in land.

14. This Agreement contains the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those set forth in this Agreement. This Agreement shall supercede all previous commitments, representations, understandings and agreements, whether verbal or written, regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, the City has caused two (2) originals of this Agreement to be executed on this 18TH day of August, 1994, and the Licensees have executed two (2) originals of this Agreement on this 18TH day of August, 1994.

Signed and acknowledged
in the presence of:

CITY OF NAPOLEON, OHIO

Mary L Thomas
Ted Rohrs

By: Mark Gerken
Mark Gerken, Acting City Manager

Thomas L Bischoff
Shirley S. Weiss

LICENSEES
Wilson Stough
Wilson Stough
Brenda Stough
Brenda Stough

STATE OF OHIO,
COUNTY OF HENRY, SS:

Before me, a Notary Public in and for the State of Ohio, personally appeared the City of Napoleon, Ohio, by Mark Gerken, its Acting City Manager, who acknowledged that he signed this License Agreement and that the same is his free act and deed as such officer and the free act and deed of the City of Napoleon, Ohio.

IN TESTIMONY WHEREOF, I have signed my name and affixed my official seal at Napoleon, Ohio, this 18th day of August, 1994.

Ted Rohrs
Notary Public - State of Ohio
TED ROHRS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES OCT. 23, 1996

STATE OF OHIO,
COUNTY OF HENRY, SS:

Before me, a Notary Public in and for the State of Ohio, personally appeared Wilson Stough and Brenda Stough, "Licensees", who acknowledged that they signed this License Agreement and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have signed my name and affixed my official seal at Napoleon, Ohio, this 18 day of August, 1994.

Thomas L Bischoff
Notary Public - State of Ohio

Approved as to form and content:
David H. Grahn
David H. Grahn
City Law Director

THOMAS L. BISCHOFF, Attorney at Law
Notary Public - State of Ohio
My Commission has no Expiration Date
Section 147.03 R.C.

MEMORANDUM

TO: Members of the Board of Zoning Appeals
FROM: Brent N. Damman, Zoning Administrator
SUBJECT: Variance to front setback for construction of a decorative stone wall.
HEARING DATE: July 26th, 1994 at 4:30 PM
HEARING #: BZA 94/04

BACKGROUND

An application by Robert Jones 10 Park Court Napoleon Ohio on behalf of Wilson Stough 517 Avon Place Napoleon, Ohio, requesting variance to the front yard setback at 515 & 517 Avon Place, to allow the construction of a decorative stone wall. The variance request is to section 151.34 (D)(1) of the City of Napoleon Ohio Code of General Ordinances, and is located in a "B" Residential Zoning District.

RESEARCH AND FINDINGS

1. The purpose of this request is to allow construction of a 5 foot high limestone wall within the required front yard setback.
2. The wall would incorporate a fountain along with other decorative features.

ADMINISTRATIVE OPINION

I believe this request is reasonable and meets the standards for variation listed below.

Also based on the improvements made by Dr. Stough and his contractors to this residence and office building over the past two years, I trust that the proposal will be completed in a professional manor and enhance the general character of the property and neighborhood.

CONSIDERATIONS

The Board shall not render a decision on this request until it has reviewed the following standards for variation.

The standards for variation to be considered are as follows:

- (a) That there are exceptional or extraordinary circumstances or conditions applicable to the property or to the intended use that do not apply generally to the other property or use in the same vicinity or district.

- (b) That such Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity or district but which is denied to the property in question.
- (c) That the granting of such Variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity or district in which the property is located.
- (d) That the granting of such a Variance will not alter the land use characteristics of the vicinity of district, diminish the value of adjacent land and improvements or increase the congestion in the public streets.

ZONING CERTIFICATE

291

Certificate No.

Issued 05/31/95

By Brent N. Damman

Issued To: Dr. Wilson Stough

Zoning Inspector

Lot Information:

Filing Fee

Amount

Date Paid

Street Address 515 & 517 Avon and 412 Welsted

Lot No. Pt. outlot 9D and 10A Subdivision Phillips & Staffords Oulets
(or Legal Description)

Lot Dimensions irregular

Yard Set Back: Front N/A Rear N/A

Side N/A Side N/A

Lot Area N/A Sq. Ft.

Zoning District B-Residential Description of Use Residential & Ioffice

Lot Coverage N/A Off Street Parking Spaces Required

Height N/A Loading Spaces Required

Petition or Appeal Required Yes, approved 06/14/94 file #BZA94104

Approved By: Zoning Inspector 05/31/95 Board of Zoning Appeals File #BZA 94104

Date 6-5-95 Applicant Signature [Signature] (Owner-Agent)

White - Applicant

Yellow - Board of Zoning Appeals

Pink - Engineering

PAID

#BZA 94104

JUN - 5 1995

CITY OF NAPOLEON

COMPLETED

