

AMENDED ORDINANCE NO. 28-09

By: **Ms. Jones**

AN ORDINANCE TO AMEND ORDINANCE 68-02, SUBSEQUENTLY AMENDED BY ORDINANCES 60-04 AND 73-04, WHICH DESIGNATED THE MAIN STREET RE/DEVELOPMENT COMMUNITY REINVESTMENT AREA, HEREBY PERMITTING TAX EXEMPTIONS FOR NEWLY CONSTRUCTED RESIDENTIAL PROJECTS.

WHEREAS, City Council desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the City that have not enjoyed sufficient reinvestment from new construction; and

WHEREAS, Ordinance No. 67-02, passed September 24, 2002 authorized the Bexley Development Office to carry out a Community Reinvestment Area Program, pursuant to Sections 3735.65 to 3735.70 of the Ohio Revised Code, and approved a Tax Incentive Policy and Procedures Plan for the program; and

WHEREAS, City Council by its Ordinance No. 68-02, adopted September 24, 2002 (and amended by Ordinance No. 60-04, adopted September 28, 2004, and Ordinance No. 73-04, adopted October 26, 2004), (the "Ordinance") established tax exemption incentives only for mixed use projects in the Main Street Community Reinvestment Area; and

WHEREAS, it is the desire of the City Administration and City Council to provide incentives for new investment in residential projects in the Main Street Community Reinvestment Area that are of a scale and investment level which would have an immediate economic development impact on the Main Street District; and

WHEREAS, the construction of new residential structures in the Main Street Community Reinvestment Area would serve to encourage economic stability, maintain real property values, and generate other investment;

NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That Ordinance 68-02, as amended, be amended by adding the following provisions:

That Section 3 of Ordinance 68-02, as amended, is hereby amended to read: "That within the Main Street Re/Development District Community Reinvestment Area, only residential properties and commercial properties for mixed-use development projects

consisting of any combination of residential, commercial and retail uses including hotel, conference center and lodging facilities; corporate headquarters; high technology, computer and other information-based operations consistent with the applicable zoning regulations, municipal plans for development or redevelopment and the Main Street Design Guidelines will be eligible under this Ordinance to apply for tax exemptions for improvements to real property as described in Section 3735.65 of the Ohio Revised Code, and residential projects consisting of less than ten units and industrial properties are not eligible to apply for exemptions under this Ordinance."

That there is hereby created a Section 3 (a) of Ordinance 68-02 to read as follows: "That within the Main Street Re/Development District Community Reinvestment Area, all residential new construction projects shall be eligible for tax exemptions for the increase in the assessed valuation resulting from the improvements as described in O.R.C. Section 3735.67 as described below:

Minimum Average Investment of \$150,000 per unit, minimum of 10 units,
5 years average of 50%;

Minimum Average Investment of \$200,000 per unit, minimum of 15 units,
7 years, average of 50%;

Minimum Average Investment of \$250,000 per unit, minimum of 20 units,
10 years, average of 50%

Minimum Average Investment of \$300,000 per unit, minimum of 25 units,
15 years, average of 70%.

Such exemptions shall be granted upon application by the property owner and certification thereof by the designated Housing Officer.

The exemptions for each year in the foregoing may be included in a written agreement by and between the owner and the City of Bexley as approved by the Finance Committee of the City of Bexley and executed by the Mayor, to be any combination of percentages for each year during the exemption period so long as the total exemption over the entire period does not exceed the stated average percentage. However, such agreement must be executed at the time the application for exemption hereunder is filed by the owner and a copy of the agreement setting forth the percentages agreed upon must be included with the application and delivered to the County Auditor along with the exception application. Absent any written agreement the stated percentages shall be applied annually throughout the exemption period. Such exemptions shall be granted upon application, including any agreement reached within the City of Bexley pursuant hereto, by the property owner and certification thereof by the designated Housing Officer.

Section 2. That all other provisions of the Ordinance remain in full force and effect and that this Ordinance is an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare, said emergency being the need

to provide immediate assistance in the sale of such new residential structures, and shall take effect upon its passage and approval by the Mayor.

Passed:

Attest:

[Signature]
Clerk of Council

Matthew J. Lampke
President of Council

Approved:

6/9/09
Date

John M. Brennan
John M. Brennan

First Reading 4-28-09
Second Reading 5-12-09
Third Reading 5-26-09
Tabled 5-26-09
Removed from Table 6-9-09
Passed 6-9-09

QUITCLAIM DEED OF ENCROACHMENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the CITY OF BEXLEY, "Grantor", a municipal corporation, for One Dollar (\$1.00) and other good and valuable consideration paid, the receipt of which is hereby acknowledged, by METROPOLITAN CORPORATION, "Grantee", does hereby quitclaim, for so long as it is used for the purposes herein described and subject to the conditions, restrictions and limitations contained herein, unto said Grantee, its successors and assigns, an appurtenant, nonexclusive encroachment easement in the following described real property as described on the attached Exhibits "A".

The above descriptions are intended to describe the areas shown on the attached plat which is incorporated herein for reference.

This easement is granted, subject to the conditions, restrictions and limitations contained herein, for the sole purpose of allowing the Grantee to construct and maintain various building features including but not limited to footings, stairs, raised patio, bicycle rack pad, and patio railing (the "Improvements"), and allow said items to encroach into Grantor's real property within the described easement areas, and the Grantee, for itself and its successors and assigns, shall be deemed to have agreed to and accepted all such conditions, restrictions and limitations upon Grantee's use of the easement and/or recordation on this instrument.

Grantee shall forever indemnify and hold harmless the Grantor and all of its agents, employees, and /or representatives from and against all claims, damages, losses, suits and actions, including attorneys' fees, arising or resulting from the Grantee's installation, construction, maintenance, repair, replacement or removal of the "Improvements" and use of the above described real property by Grantee, its agents, representatives or invited guests. (A separate hold harmless agreement shall be executed and signed by both parties.)

Grantor expressly reserves unto itself a reversionary interest in the herein described easement. Upon the abandonment, disuse, or change of use of easement rights granted herein, or the removal of the "Improvements", razing of the abutting structure, or substantial destruction of the abutting structure without substantially exact replacement thereof within one (1) year of the date of any such action, this appurtenant encroachment easement shall cease and terminate, and the Grantor may file an "Affidavit Relating to Title to Real Property" for the purpose of memorializing and giving public notice of such termination of said easement.

As soon as practicable after all entries made pursuant to the rights granted herein, Grantee shall cause the property of the Grantor located within the easement herein described, or any property affected by such entry, to be restored to its former condition as nearly as is reasonably possible, or shall pay Grantor, at Grantor's option, for all damages to Grantor's real property, which damage was occasioned by or resulted from the Grantee's installation, construction, maintenance, repair, or removal of the improvement, or use and occupation of the easement.

The rights granted herein are nonexclusive and shall not be construed to interfere with or restrict the Grantor's paramount right to use, construct and maintain property improvements in, over, under, across and around the subject property herein described.

The Grantor, City of Bexley, Ohio by _____, its _____, as authorized by Bexley City Council Ordinance No. _____, passed on the _____ day of _____, 2009, has hereunto caused this instrument to be subscribed this _____ day of _____, 2009.

CITY OF BEXLEY, OHIO
A municipal corporation

By: _____
Its: _____

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

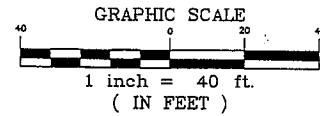
BE IT REMEMBERED that on this _____ day of _____, 2009, the foregoing instrument was acknowledged before me by _____, its _____, on behalf of the City of Bexley, Ohio, a municipal corporation.

Notary Public

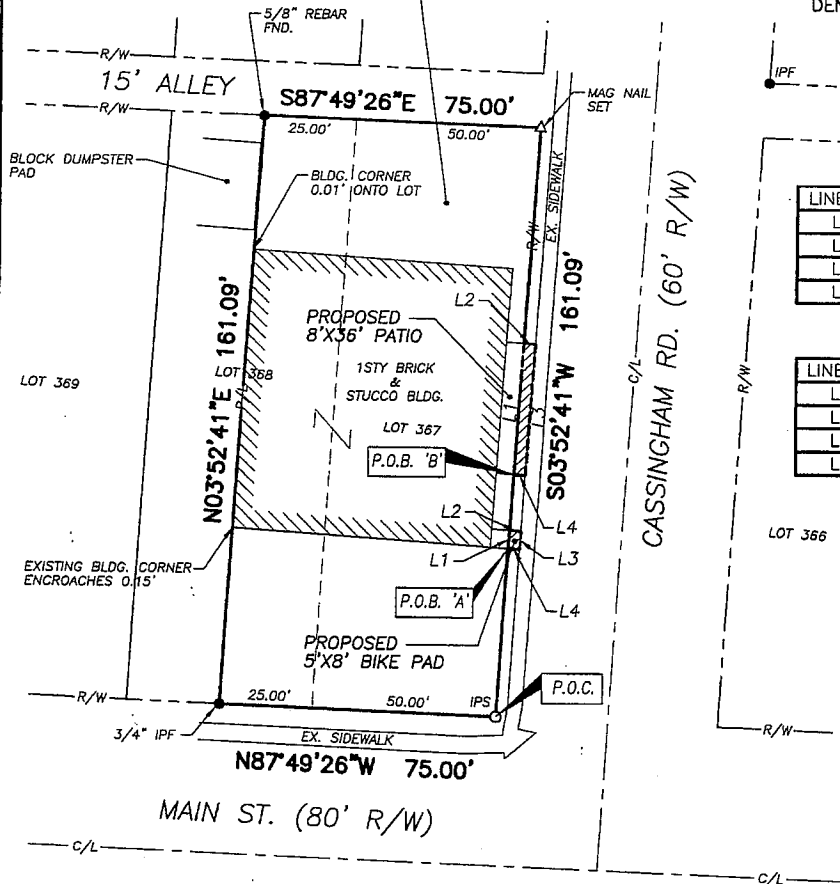
EXHIBIT 'A'

PROPOSED ENCROACHMENT EASEMENT

Metropolitan Corp.,
an Ohio Corporation
Instr: #200403190060806
Lot #367 & Half of Lot #368
Bexley Park Addition
Plat Book 11, Pg. 35



BASIS OF BEARING IS BASED
UPON GPS PROCEDURES &
EQUIPMENT & IS USED TO
DENOTE ANGLES ONLY.



LINE	BEARING	DISTANCE
L1	N03°52'41"E	36.00ft
L2	S86°05'51"E	3.15ft
L3	S03°54'47"W	36.00ft
L4	N86°05'51"W	3.13ft

LINE	BEARING	DISTANCE
L1	N03°52'41"E	5.00ft
L2	S86°05'51"E	3.12ft
L3	S03°54'47"W	5.00ft
L4	N86°05'51"W	3.12ft

ALL IRON PINS SET ARE
5/8" X 30" LONG
REBAR WITH PLASTIC ID CAP
STAMPED "TEAM FISHEL SURVEYING"

LEGEND

- Iron Pin Found
- Iron Pin Set
- ▲ PK Nail Found
- △ PK Nail Set
- Stone Found
- ⊗ Concrete Monument

Mark L. Hannah
Mark L. Hannah P.S. 7500

Date 3/16/09

PROPOSED ENCROACHMENT EASEMENT

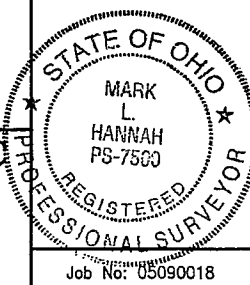
CASSINGHAM RD. (60' R/W)
Bexley Park Addition, Plat Book 11, Page 35
City of Bexley, County of Franklin, State of Ohio

TEAM FISHEL SURVEYING, LLC

Design and Surveying
1366 Dublin Road
Columbus, Ohio 43215

614-850-4406 FAX 614-850-7170

Scale: 1"=40'
Date: 3/16/09
Drawn By: KAK



Proposed Encroachment Easement
113.13+- SF in
Cassingham Road (60' R/W)

Situate in the State of Ohio, County of Franklin, City of Bexley, and being in the public right-of-way of Cassingham Road (60' right-of-way). Said proposed easement area adjoining the west right-of-way of Cassingham Road and the east property line of Lot Number 367, Plat Book 11, Page 35 of **Bexley Park Addition**, and recorded to Metropolitan Corp., an Ohio corporation in Instrument Number 200403190060806 of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Commencing at a 5/8" rebar set (with cap) at the southeast corner of Lot Number 367, being the north right-of-way of Main Street, and the west right-of-way of Cassingham Road. Thence N-03°52'41"-E with Cassinham Road west right-of-way, for a distance of 65.95 feet to **THE POINT OF BEGINNING** of the proposed easement hereon described:

Thence N-03°52'41"-E with said right-of-way and with said lot line, for a distance of 36.00 feet to a point.

Thence S-86°05'51"-E into Cassingham Road right-of-way, for a distance of 3.15 feet to a point.

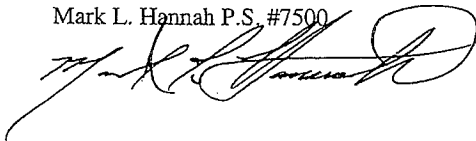
Thence S-03°54'47"-W for a distance of 36.00 feet to a point.

Thence N-86°05'51"-W for a distance of 3.13 feet to **THE POINT OF BEGINNING** of the herein described proposed easement.

Together with and subject to covenants, easements, and restrictions of record.
Said Proposed Easement contains 113.13± square feet.

This description was prepared by Team Fishel Surveying, LLC. And is based on an actual field survey done in March of 2009. The basis of bearings is based GPS procedures and equipment, and is used to denote angles only. All iron pins set are 5/8" X 30" long, with plastic ID cap stamped "Team Fishel Surveying"

Mark L. Hannah P.S. #7500



648367-05090018B

