

ORDINANCE NO. 20 -85

BY: J. Boehm

An Ordinance authorizing the Mayor and Auditor to sign a Consent and Hold Harmless Agreement on behalf of the City of Bexley with the property owner at 705 Euclaire Avenue, (lot number 21; Bexley Rider's Addition), regarding improvements to be made upon and within the City owned right-of-way of Mound Street.

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

Section 1. That the property owner at 705 Euclaire Avenue (lot number 21; Bexley Rider's Addition) has requested approval to construct a forty-two (42) inch high chain link fence in the side yard setback of said property, which, as proposed, would encroach a distance of approximately four (4) feet upon and within the Mound Street right-of-way owned by the City of Bexley;

Section 2. That the Mayor and Auditor be, and they are hereby, authorized to enter into a Consent and Hold Harmless Agreement with the property owner, a copy of which is attached hereto and made a part hereof as if fully rewritten, authorizing the encroachment as proposed in accordance with the submitted site plan on the condition that the property owner assume all responsibility for damages, loss, and injury arising out of the location of said fence including any additional cost to the City of Bexley incurred in connection with its use of the right-of-way occasioned by the location of the structure.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: May 14, 1985

John W. Papp
President of Council

Attest: John W. Hordyn
Clerk of Council

Approved: May 23, 1985

David H. Madison
David H. Madison
Mayor

March 26th - 1st Reading
April 9, 1985 - 2nd Reading
April 23, 1985 - Laid until 5/14/85
May 14, 1985 - Adopted

C O N S E N T

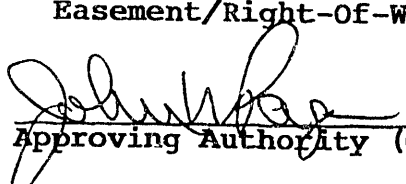
H O L D H A R M L E S S A G R E E M E N T

The undersigned property owner and the City of Bexley, Ohio agree as follows:

The owner has sought and obtained permission from the City of Bexley to erect a forty-two (42) inch high chain link fence as indicated below on the property described below and in the easement/right-of-way as described. Approval of the proposed fence or structure and use of the easement/right-of-way area is conditioned upon this Agreement and construction in accordance with the plot plan.

Regina M. Pirrung, her successors and assigns shall save the City harmless from any and all damages which may arise from, or grow out of the construction and installation of the fence, and said grantee, her successors and assigns, shall defend, at her own cost, every suit in which the City of Bexley, Ohio shall be made a party, brought and prosecuted for the recovery of any such damages; that the occupancy of public property is hereby permitted merely as an accommodation to the said grantee and that no right, title or interest of the public is waived or abridged in any way thereby; that said grantee, her successors and assigns, upon notice from the City of Bexley, Ohio duly authorized by the Council of Bexley, Ohio, shall forthwith remove said fence and shall yield to said City all rights to occupy the space used for such structure, whenever said City shall determine the same to be necessary; that said structure shall be so constructed as to not interfere with or damage any utility facilities and in the event that changes become necessary to construct and accommodate said fence, the grantee, her successors and assigns, shall pay the entire cost of the necessary changes, relocations or rearrangements thereof.

This Agreement shall not be construed as in any way limiting the rights presently held by the City in the easement/right-of-way area, or the use thereof for public purposes, except to promote the construction and maintenance of the below mentioned structure in the easement/right-of-way area.

<hr/> <p style="text-align: center;">Address of Property</p>	<hr/> <p style="text-align: center;">Type of Easement/Right-Of-Way</p>
<hr/> <p style="text-align: center;">Lot No. or Other Description</p>	<hr/> <p style="text-align: center;">Building or Structure</p>
<hr/> <p style="text-align: center;">Easement/Right-Of-Way Width- Property Location</p>	<hr/> <p style="text-align: center;">Maximum Encroachment Into Easement/Right-Of-Way</p>
<hr/> <p style="text-align: center;">Services Existing in Easement/ Right-Of-Way</p>	 <hr/> <p style="text-align: center;">Approving Authority (Council)</p>
<hr/> <p style="text-align: center;">Date of Agreement</p>	<hr/> <p style="text-align: center;">Date of Agreement</p>

This Agreement shall be binding on and for the benefit of the parties hereto and their respective successors and assigns.

STATE OF OHIO, COUNTY OF FRANKLIN: SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, Mayor of the City of Bexley, Ohio, and _____, Auditor of the City of Bexley, Ohio.

Deborah C. Friel
Witness

David H. Mahan
Mayor

Joanne Crane
Witness

John W. Hutzler
Auditor

Notary Public

STATE OF OHIO, COUNTY OF FRANKLIN: SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, Property Owner(s).

Witness

Property Owner

Witness

Property Owner

Notary Public