

By: Richard M. Mann

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 258 N. Parkview regarding improvements made upon city property

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

Section 1. That the property owner at 258 N. Parkview has constructed an ornamental or decorative wall on the front of said property, which improvement encroaches upon the right-of-way owned by The City of Bexley;

Section 2. That the City does not desire to remove said improvement at this time but instead seeks to protect itself from any liability or damages caused by the construction of the wall;

Section 3. That the Mayor and the Auditor 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 already constructed upon the right-of-way, on the condition that the property owner assume all responsibility for damages, loss, and injury arising out of the location of said structure including any additional costs to The City of Bexley incurred in connection with its use of the right-of-way/easement, occasioned by the location of the structure.

Section 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: June 23 1981

Caroline L. Wood-Christy  
President Pro-Tem of Council

Attest: John W. Hays  
Clerk of Council

Approved: David A. Madison  
David A. Madison  
Mayor

1st reading - May 26, 1981  
2nd reading - June 9, 1981  
3rd reading - June 23, 1981

C O N S E N T

HOLD HARMLESS AGREEMENT

The undersigned property owners ("Owners") and The City of Bexley, Ohio agree as follows:

Owners have sought and obtained permission from the City of Bexley to erect a building or structure as indicated below on the property described below and in the easement/right-of-way as described. Approval of the proposed building or structure and use of the easement/right-of-way area is conditioned upon this agreement and construction in accordance with the plot plan.

In consideration of the grant of permission to construct the improvements, Owners hereby agree to assume all risk and liability of damage, loss or injury of any nature arising out of the location of such structures, including the obligation to reimburse the City for any additional cost or expense incurred in connection with its use of the easement/right-of-way area for the installation, maintenance, repair or replacement of utility services in the easement, occasioned by the location of the structures in the easement/right-of-way area.

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 permit the construction and maintenance of the below mentioned structures in the easement/right-of-way area.

258 North Parkview Avenue  
Address of Property

Street right-of-way  
Type of Easement/Right-Of-Way

Lot 10, Block 11, Bullitt Park Add.  
Lot No. or Other Description

Stone retaining wall  
Building or Structure

80'  
Easement/Right-Of-Way Width-  
Property Location

5'  
Maximum Encroachment Into Easement/  
Right-Of-Way

None located east of sidewalk  
Services Existing in Easement/  
Right-Of-Way

\_\_\_\_\_  
Approving Authority (Council)

\_\_\_\_\_  
Date of Agreement

\_\_\_\_\_  
Date of Agreement

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

WITNESSES:

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF BEXLEY, OHIO

By: [Signature]  
Mayor

[Signature]  
Auditor

[Signature]  
Property Owner


[Signature]  
Property Owner

STATE OF OHIO, COUNTY OF FRANKLIN: SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me,

personally appeared David H. Madison, Mayor, and David H. Bodiker, Auditor, and Harrison W. Smith Jr. and Constance N. Smith, Property Owners, who acknowledged the execution of this consent and agreement and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

  
NOTARY PUBLIC

**ANITA S. HUGHES**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JULY 21, 1963

THIS INSTRUMENT PREPARED BY:

David H. Bodiker  
City Attorney  
150 East Broad Street  
Columbus, Ohio 43215