AMENDED ORDINANCE NO. 17 -94

BY: John H. Offenberg	
An Ordinance authorizing the Mayor a Harmless Agreement on behalf of the City of East Main Street (Lot Number 383; Bexley Par made upon and within the City owned right-of-	rk Addition) regarding improvements to be
NOW, THEREFORE, BE IT ORDAINE BEXLEY, OHIO:	D BY THE COUNCIL OF THE CITY OF
Section 1. That the property owner 383; Bexley Park Addition) has requested apretaining wall and a 42 inch high wrought irreproperty which would encroach a distance of Street right-of-way owned by the City of Bexley	on railing in the City right-of-way of said 60 inches upon and within the East Main
Section 2. That the property owner Review Approval from the Bexley Planning patio furniture associated with the encroachment	
Section 3. That the Mayor and Audit enter into a Consent and Hold Harmless Agrand substance satisfactory to the City Attoproposed in accordance with the submitted rowner assume all responsibility for damage, I of said retaining wall including any additional connection with its use of the right-of-way occar	orney, authorizing the encroachment as equest on the condition that the property loss, and injury arising out of the location al cost to the City of Bexley incurred in
Section 4. That this Ordinance shall the earliest period allowed by law.	take effect and be in force from and after
Passed: April 26, 1994	Al M Brenne President of Council
Attest: Clerk of Council	_
22, 1994 - 1st reading	Approved: 4 (27/4 , 1994
12, 1994-2ndreading	OVI
mondet always	David H. Madison, Mayor

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CONSENT AND HOLD HARMLESS AGREEMENT

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

The owner has sought and obtained permission from the City to erect a 36 inch high stone retaining wall and a 42 inch high wrought iron railing as indicated below on the property described below and in the easement/right-of-way as described. Approval of the proposed retaining wall and wrought iron railing and use of the easement/right-of-way area is conditioned upon this Agreement.

Phildon Limited Partnership, its 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 retaining wall and wrought iron railing, and said grantee, its successors and assigns, shall defend, at their own cost, every suit in which the City 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, its successors or assigns, shall at all times maintain the retaining wall and wrought iron railing in a manner satisfactory to the City; that said grantee, its successors or assigns, upon notice from the City of Bexley, Ohio duly authorized by the Council of the City, shall forthwith remove said retaining wall and wrought iron railing 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 or desirable; 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 retaining wall and wrought iron railing, said grantee, its successors and assigns, shall pay the entire cost of the necessary changes, relocation's 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.

2376 E. Main Street	Street Right-Of-Way
Address of Property	Type of Easement/Right-Of-Way
Lot Number 383; Bexley Park	Stone Retaining Wall and
Addition	Wrought Iron Railing
Lot Number or Other Description	Building or Structure
40 Feet Measured from Center	
of East Main Street	5 Feet
Easement/Right-Of-Way Width	Maximum Encroachment Into
Property Location	Easement/Right-Of-Way
Street, Sidewalk & Public Utilities	Ordinance No. 17 -94
Services Existing in Easement/	Approving Authority
Right-Of-Way	
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.

STATE OF OHIO, COUNTY OF FRANKLIN: SS:	
	wledged before me this day of adison, Mayor of the City of Bexley, Ohio, of Bexley, Ohio.
Witness Sullauf	Mayor
Show R. Patterson	Al golfe
Witness	Auditor/
STATE OF OHIO, COUNTY OF FRANKLIN:	,
The foregoing instrument was acknown the foregoing instrument was acknown to the foregoing in the foregoin	wledged before me this 27th day of all Bellisari
Mitness Bank	Michael Sellisons Property Owner
Droth Dukhan	
Witness	Property Owner
	Notation Marie Lose Notary Public

KATHLEEN MARIE ROSE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES

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2376 E. Main Street Address of Property	Street Right-Of-Way Type of Easement/Right-Of-Way
Lot Number 383; Bexley Park Addition Lot Number or Other Description	Stone Retaining Wall and Wrought Iron Railing Building or Structure
40 Feet Measured from Center of East Main Street Easement/Right-Of-Way Width Property Location	5 Feet Maximum Encroachment Into Easement/Right-Of-Way
Street, Sidewalk & Public Utilities Services Existing in Easement/ Right-Of-Way	Ordinance No94 Approving Authority
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.

SS:		
The foregoing instrument was acknowledged before me this day of, 1994 by, Madison, Mayor of the City of Bexley, Ohio, and John W. Hornberger, Auditor of the City of Bexley, Ohio.		
Witness Jukhous	Mayor	
Ulma R. Ogurs Witness	Auditor July	
STATE OF OHIO, COUNTY OF FRANKLIN:		
The foregoing instrument was acknown, 1994 by Urrall	wledged before me this <u>29-th</u> day of <i>S. Katz & Rhyllis Katz</i>	
Kim Schmidling Witness	Dowel 2 Het Property Owner	
Jane a. Cooner Withess	Phyllis Kab Property Owner	
	Sacah a. Carej	
	Notary Public SARAH A. CORY NOTARY PUBLIC - STATE OF OHIO MY COMMISSION EXPIRES FEB. 26, 1996	

STATE OF OHIO, COUNTY OF FRANKLIN: