

AMENDED ORDINANCE NO. 23 -95

BY: John H. Offenberg

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 owners at 555 North Columbia Avenue (Lot No. 17; Bexley Heights Addition) regarding improvements to be made upon and within the City-owned unimproved alley right-of-ways running between Caroline Avenue on the south and the municipal corporation line on the north and between the City-owned tree nursery on the west and North Columbia Avenue on the east, as shown on the attached map.

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

Section 1. That the property owners at 555 North Columbia Avenue (Lot No. 17; Bexley Heights Addition) have requested approval to construct a six foot high wood privacy fence across the unimproved alley right-of-ways running between Caroline Avenue on the south and the municipal corporation line on the north and between the City-owned tree nursery on the west and North Columbia Avenue on the east; said fence to be approximately 250 feet in length running parallel and adjacent to the north corporation line.

Section 2. That the Mayor and the Auditor be, and they hereby are, authorized to enter into a Consent and Hold Harmless Agreement with the property owners, in form and substance satisfactory to the City Attorney, authorizing the encroachment as proposed in accordance with the submitted request on the condition that the property owners assume all responsibility for damage, loss and injury arising out of the location of said fence including any additional cost to the City of Bexley incurred in connection with their 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: 7/11, 1995

John M. Brennan
President of Council

Attest: [Signature]
Clerk of Council

Approved: July 11, 1995
[Signature]
John T. Loehnert, Mayor

Bahrami

1st reading 06/13/95
2nd reading 6/27/95
3rd reading 7/11/95 - Adapted

CONSENT AND HOLD HARMLESS AGREEMENT

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

The property owners have sought and obtained permission from the City of Bexley to install a six foot high wood privacy fence ("Fence") as indicated below on the property described below and in the easement/right-of-way as described. Approval of the Fence and use of an easement/right-of-way area which is public property is conditioned upon this Agreement.

Cathleen M. & Rahman Bahrami, their successors and assigns (collectively the "Owners"), shall save the City harmless from any and all damages which may arise from, or grow out of, the construction, installation, maintenance, repair, relocation, removal or replacement of the Fence for any reason and shall defend, at their 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 grantees and that no right, title or interest of the public is waived or abridged in any way thereby; that the Owners, upon notice from the City of Bexley, Ohio duly authorized by the Council of Bexley, Ohio, shall forthwith remove said Fence from the public property occupied by it and shall yield to said City all rights to occupy the public property used for such Fence whenever said City shall determine the same to be necessary or desirable; that the Owners release the City, its employees and agents, from any liability for damage to the Fence arising out of or in connection with any cause whatsoever; that said Fence shall be so constructed as to not interfere with or damage any utility facilities or to impede nor interfere with in any way the use of the easement/right-of-way area, streets, alleys, sidewalks, and curbs by the City and the public; and in the event that the City determines changes to the Fence to be necessary or desirable, the Owners shall promptly make any such changes, relocations, or rearrangements solely at their expense.

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

555 N. Columbia Avenue
Address of Property

Alley Right-Of-Ways
Type of Easement/Right-Of-Way

Lot No. 17; Bexley Heights Addition
Lot Number or Other Description

Six Foot High Wood Privacy Fence
Building or Structure

20 Feet
Easement/Right-Of-Way Width
Property Location

250 Feet
Maximum Encroachment Into
Easement/Right-Of-Way

Water Line & Sewer Line
Services Existing in Easement/
Right-Of-Way

Ordinance No. 23-95
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.

STATE OF OHIO, COUNTY OF FRANKLIN:
SS:

The foregoing instrument was acknowledged before me this 12th day of July, 1995 by John T. Loehnert, Mayor of the City of Bexley, Ohio, and John W. Hornberger, Auditor of the City of Bexley, Ohio.

Ulma R. Downs
Witness

John T. Loehnert
Mayor

Edna Bicsay
Witness

John W. Hornberger
Auditor

Edna Bicsay
Notary Public

EDNA BICSEY
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JULY 13, 1999

STATE OF OHIO, COUNTY OF FRANKLIN:
SS:

The foregoing instrument was acknowledged before me this 27th day of July, 1995 by Rahman Bohrani

Sharon Patterson
Witness

Rahman Bohrani
Property Owner

Sharon Patterson
Witness

Cathleen R. Bohrani
Property Owner

Sharon R. Patterson
Notary Public

SHARON R. PATTERSON
Notary Public, State of Ohio
My Commission Expires Nov. 9, 1998

City of Bexley, Ohio

2242 East Main Street, 43209

235-8694

City Council

John T. Loehnert, Mayor

John M. Brennan, President
Mark R. Masser
Jeffrey L. McClelland
John H. Offenbergl
Anne H. Porter
Melisa D. Stone
Richard F. Weber
James H. Gross, City Attorney
John W. Hornberger, Auditor

October 3, 1995

Mrs. Cathleen M. Bahrami
555 North Columbia Avenue
Bexley, OH 43209

Dear Mrs. Bahrami:

We have called several times asking you to stop in to sign the "Hold Harmless" agreement in conjunction with the City of Bexley granting permission to install a six foot high privacy fence. It has been almost 3 months, and to date you have not done this.

If the agreement has not been signed by October 20, it will be void and the fence will have to come down.

Please arrange to come in and take care of this matter promptly.

Sincerely,

CITY OF BEXLEY



John T. Loehnert
Mayor

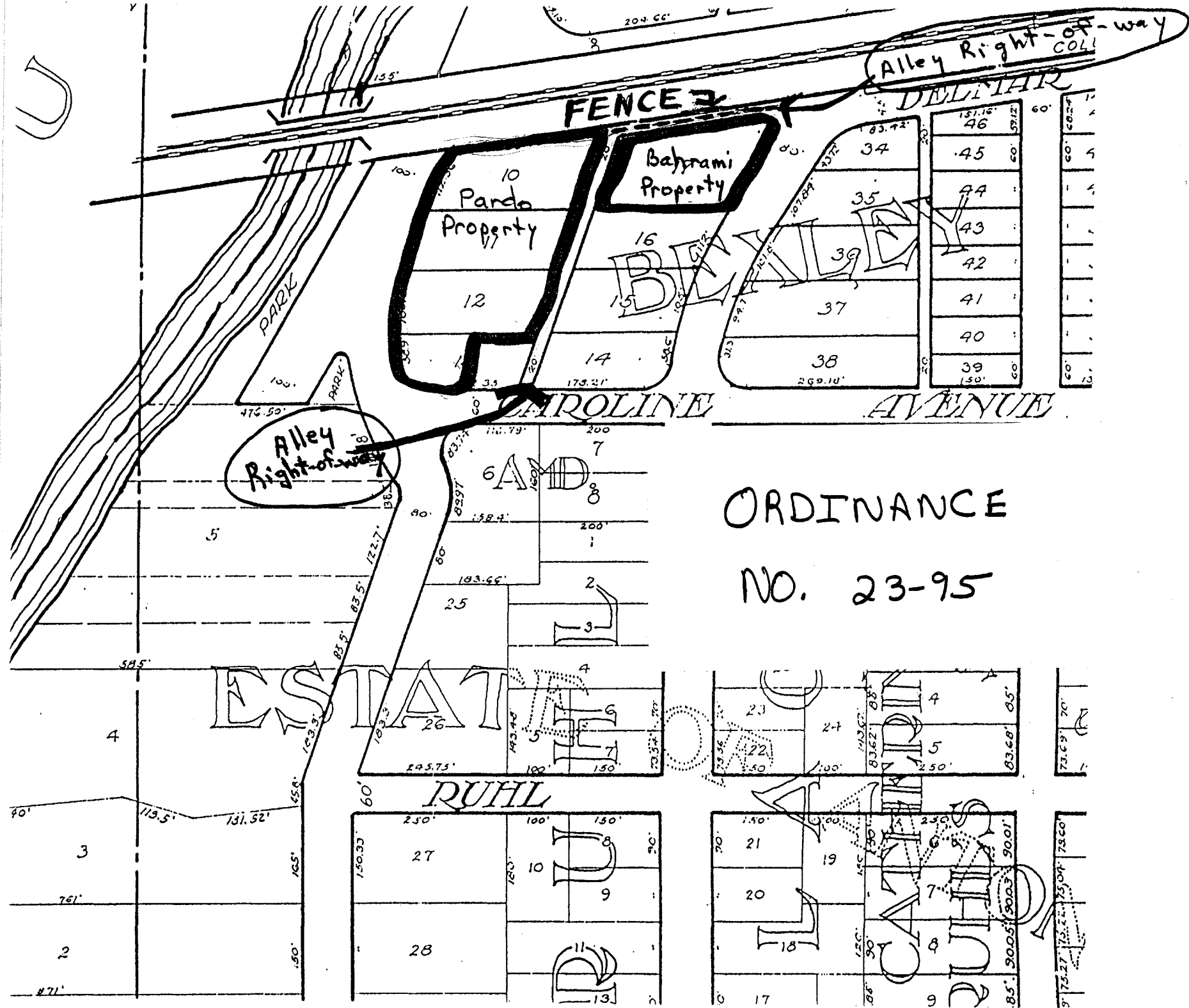
vrd

PUBLIC NOTICE

This is to inform you that a public meeting will be held by the Engineering and Plats Committee of the Council of the City of Bexley, Ohio, at 5:30 P.M., Monday, June 26, 1995, at Bexley City Hall, 2242 East Main Street, to consider adoption of Ordinance No. 23-95. This Ordinance, if approved, will allow a 6' high wood privacy fence to remain in the unimproved alley right-of-ways running between Caroline Avenue on the south and the municipal corporation line on the north and between the City owned tree nursery on the west and North Columbia Avenue on the east. All interested persons are invited to attend.



2242 EAST MAIN STREET • BEXLEY, OHIO 43209 • PHONE (614) 235-0956 • FAX (614) 235-3420



ORDINANCE
NO. 23-95