

ORDINANCE NO. 41 -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 2819 Powell Avenue (Lot No. 435; Ardmore #2 Addition) regarding improvements to be made upon and within the City-owned right-of-way on Powell Avenue.

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

Section 1. That the property owners at 2819 Powell Avenue (Lot No. 435; Ardmore #2 Addition) have requested approval to allow an 18 inch high stone retaining planter in the front yard setback of said property which does encroach upon and with the street right-of-way owned by the City of Bexley.

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 wall 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: September 26, 1995

John M. Brenna
President of Council

Attest: [Signature]
Clerk of Council

Approved: Sept. 26, 1995

[Signature]
John T. Loehnert, Mayor

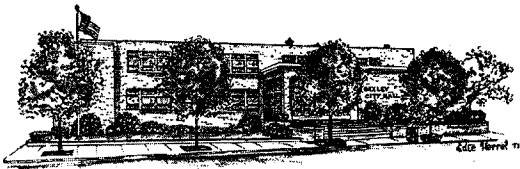
July 25, 1995 - 1st reading
Sept. 12, 1995 - 2nd reading
Sept. 26, 1995 - 3rd reading
Adopted

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 5:30pm on Tuesday, September 26, 1995, at Bexley City Hall, 2242 East Main Street to consider adoption of Ordinance No. 41-95. This Ordinance, if approved, will allow an 18 inch high stone retaining planter in the front yard setback of 2819 Powell Avenue to remain in place.

It is expected that this Ordinance will be brought up for consideration by Bexley City Council at 7:00pm on the same date. All interested parties are invited to attend.

Mailed 09/20/95



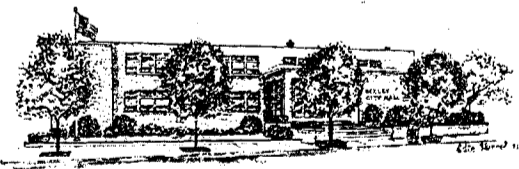
2242 EAST MAIN STREET • BEXLEY, OHIO 43209 • PHONE (614) 235-8694

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 6:00 P.M., Monday, August 7, 1995, at Bexley City Hall, 2242 East Main Street, to consider adoption of Ordinance No. 41-95. This Ordinance, if approved, will allow an 18" high stone retaining planter in the front yard of 2819 Powell Avenue to remain in place.

All interested persons are invited to attend.

Mailed 7/31/95.



231-5857

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 an 18 inch high stone retaining planter ("Planter") as indicated below on the property described below and in the easement/right-of-way as described. Approval of the Planter and use of an easement/right-of-way area which is public property is conditioned upon this Agreement.

Thomas C. & Karen S. King, 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 Planter 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 Planter 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 Planter 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 Planter 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 Planter in the easement/right-of-way area.

2819 Powell Avenue
Address of Property

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

Lot No. 435; Ardmore #2 Addition
Lot Number or Other Description

18 Inch High Stone Retaining Planter
Building or Structure

30 Feet Measured from the Center of Powell Avenue
Easement/Right-Of-Way Width
Property Location

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

Streets, Sidewalks & Public Utilities
Services Existing in Easement/
Right-Of-Way

Ordinance No. -95
Approving Authority

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 3RD day of October, 1995 by John T. Loehnert, Mayor of the City of Bexley, Ohio, and John W. Hornberger, Auditor of the City of Bexley, Ohio.

Velma R. Downs
Witness

John T. Loehnert
Mayor

Jamie A. Gagle
Witness

John W. Hornberger
Auditor

Sharon R. Patterson
Notary Public

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

STATE OF OHIO, COUNTY OF FRANKLIN:
SS:

The foregoing instrument was acknowledged before me this 1ST day of November, 1995 by Thomas C. + Karen S. King

Velma R. Downs
Witness

Thomas C. King
Property Owner

Sharon R. Patterson
Witness

Karen S. King
Property Owner

Sharon R. Patterson
Notary Public

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