

ORDINANCE NO. 85-96

BY: Melisa S. Shroyer

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 2601 East Broad Street (Lot No. 42 & Part Lot No. 41; Ardmore Addition) regarding improvements made upon and within the City owned right-of-way along South Ardmore Road.

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

Section 1. That Daniel F. and Kimberly S. Roslovic, the owners of property located at 2601 East Broad Street, have requested approval for a 23 inch high stone retaining wall upon and within the City owned right-of-way of South Ardmore Road.

Section 2. That the 23 inch high stone retaining wall is part of an overall landscape plan which is consistent with, and appropriate for, the neighborhood.

Section 3. 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 stone retaining wall as constructed in accordance with the submitted request on the condition that the property owner assume all responsibility for damage, loss, and injury arising out of the location of said stone retaining wall 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 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: December 18, 1996

[Signature]  
President of Council

Attest: [Signature]  
Clerk of Council

*November 06, 1996 1<sup>st</sup> reading  
December 10, 1996 - 2<sup>nd</sup> reading  
December 18, 1996 - 3<sup>rd</sup> reading; passed*

Approved: 12/19, 1996

[Signature]  
David H. Madison, Mayor

## 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 construct a 23 inch high stone retaining wall as indicated below on the property described below and in the easement/right-of-way as described. Approval of the retaining wall and use of an easement/right-of-way area which is public property is conditioned upon this Agreement.

Daniel F. and Kimberly S. Roslovic, 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 retaining wall 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 retaining wall from the public property occupied by it and shall yield to said City all rights to occupy the public property used for such retaining wall 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 retaining wall arising out of or in connection with any cause whatsoever; that said retaining wall 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 retaining wall 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 retaining wall in the easement/right-of-way area.

2601 East Broad Street  
Address of Properties

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

Lot Number 42 & Part Lot Number 41;  
Ardmore Addition  
Lot Numbers or Other Description

Stone Retaining Wall  
Building or Structure

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

14.5 feet  
Maximum Encroachment Into  
Easement/Right-Of-Way

Street, Sidewalk & Public Utilities  
Services Existing in Easement/  
Right-Of-Way

Ordinance No. 85 -96  
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 20<sup>th</sup> day of December, 1996 by David H. Madison, Mayor of the City of Bexley, Ohio, and John W. Hornberger, Auditor of the City of Bexley, Ohio.

Candice S. Hoover  
Witness

David H. Madison  
Mayor

Janet K. Hoover  
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 9<sup>th</sup> day of January, 1997 by Dan's Amberly Roslovic

Edward Lee  
Witness

Dan's Amberly Roslovic  
Property Owner

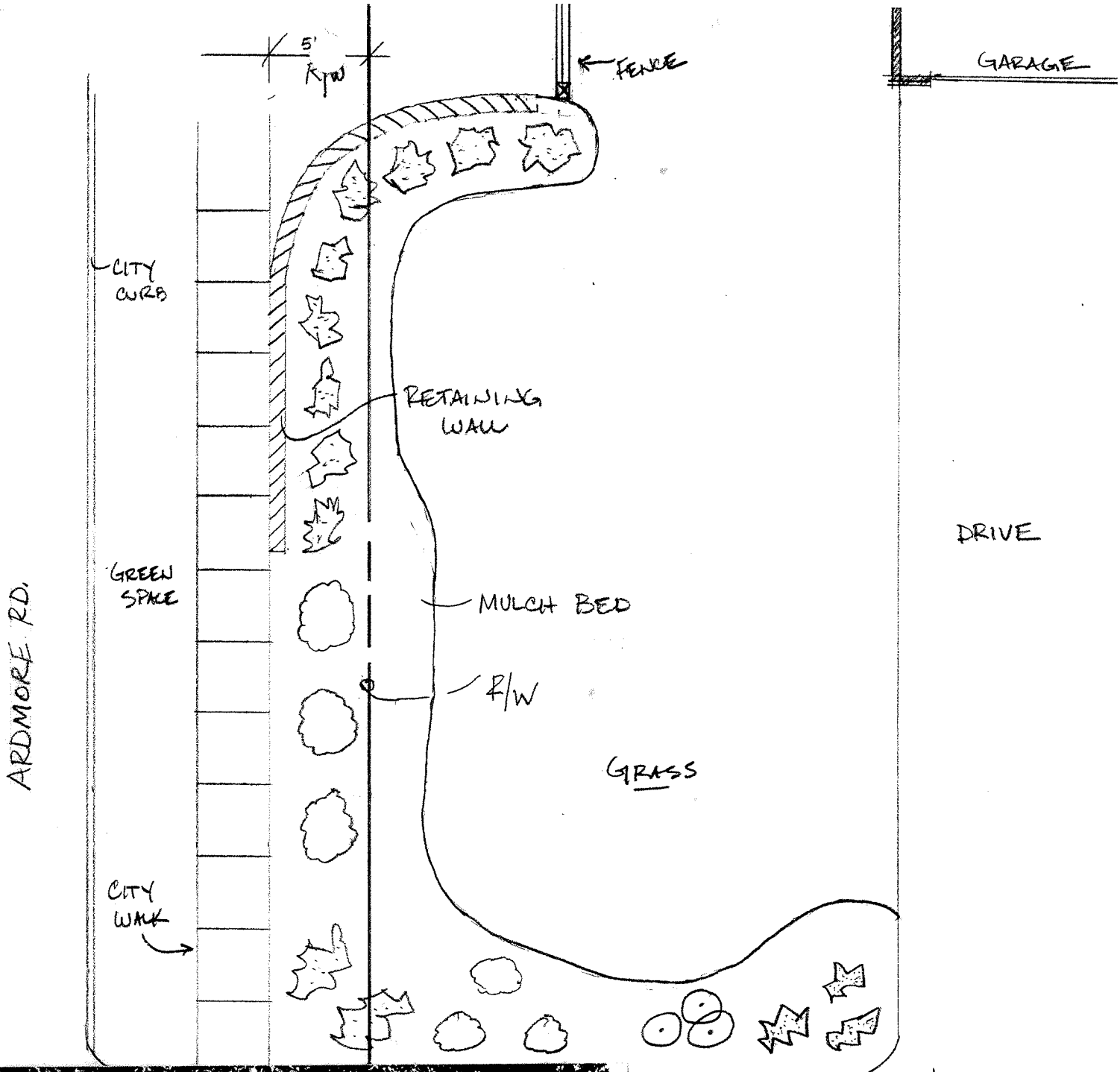
William Hagen  
Witness

Kimberly S. Roslovic  
Property Owner

Rhonda K. Klever  
Notary Public



RHONDA K. KLEVER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JANUARY 12, 2000



ROSLOVIC  
 RESIDENCE  
 2601 E. BROAD ST.