

BY: William J. Schottenstein

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 290 South Cassady Road (Lot No. 14; Rudolph's Fairwood Addition) regarding improvements to be made upon and within the City-owned right-of-way on S. Cassady Road.

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

Section 1. That the property owners at 290 S. Cassady Road (Lot No.14; Rudolph's Fairwood Addition) have requested approval to allow a 48" high scalloped fence in the side yard setback of said property, which would encroach a distance of approximately 6.5 feet upon and within the Dale Avenue right-of-way, owned by the City of Bexley, as shown on the drawing which is attached to and made a part of this Ordinance.

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: 5-11, 1999

*Jeffrey McCallan*  
President of Council

Attest: *Richard A. Levin*  
CLERK OF COUNCIL

Approved: 5/10/99, 1999

*DM*  
David H. Madison, Mayor

4/13/99 first reading  
4/27/99 second reading  
5/11/99 third reading. Passed

## CONSENT AND HOLD HARMLESS AGREEMENT

The undersigned property owner 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 48" high scalloped 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.

Kelly Hettinger, 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, titles 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 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 retaining wall in the easement/right-of-way area.

<u>290 S. Cassady Road</u> Address of Property	<u>Street Right-Of-Way</u> Type of Easement/Right-of-Way
Lot No. 14; <u>Rudolph's Fairwood Addition</u> Lot Numbers or Other Description	<u>Wood Fence</u> Building or Structure
<u>25 Feet Measured from the Center of Dale Avenue</u> Easement/Right-Of-Way Width Property Location	<u>65 Feet</u> Maximum Encroachment Into Easement Right-Of-Way
<u>Street, Sidewalk &amp; Public Utilities</u> Services Existing in Easement/ Right-Of-Way	<u>Ordinance No. 99</u> Approving Authority

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

APPLICATION NUMBER \_\_\_\_\_  
FILING FEE: \$ \_\_\_\_\_

**CITY OF BEXLEY, OHIO**

**APPLICATION TO APPEAR BEFORE  
BEXLEY CITY COUNCIL**

1. This application is submitted for: (please check)

( ) Rezoning      ( ) Lot Split      ( ) Plat Approval       Variance

2. APPLICATION SUBMITTED FOR PROPERTY LOCATED:

290 South Cassady Ave. Bexley, OH 43209

3. NAME OF APPLICANT: Andrew & Kelly Hettinger

ADDRESS: 290 South Cassady Ave.

TELEPHONE NUMBER 614-236-0813 W: 492-4001

4. NAME OF OWNER: Kelly Hettinger

ADDRESS: SAME

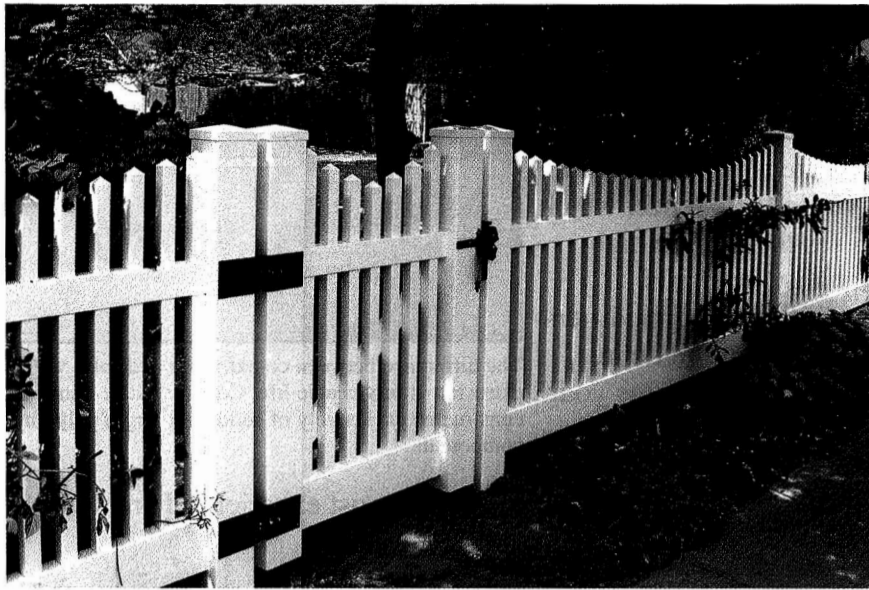
TELEPHONE NUMBER: SAME

5. Narrative description of project (attached additional sheets, if necessary.)

Looking to put up 150 Feet total of Fence  
on north side of home on Dale Ave

6. IF THIS APPLICATION INVOLVES A VARIANCE, PLEASE EXPLAIN WHY THE VARIANCE IS NECESSARY. (Attach additional sheets, if necessary.)

Variance needed to put fence along  
north side of home using City of Bexley Ordinance



Country Estate Hampton (Scallop Fence)

48" high fence  
Natural color (not white)

*Dorothy Pritchard*

# Myers Surveying Company, Inc.

2740 East Main Street, Columbus 43209 (Bexley), Ohio  
614-235-8677 FAX: 614-235-4559

A Mortgage Location Survey prepared for and certified to:  
**Central City Title Agency Ltd. & Chicago Title Ins. Co. and/or Market Street Lending Limited and/or Kelly C. Hettinger**

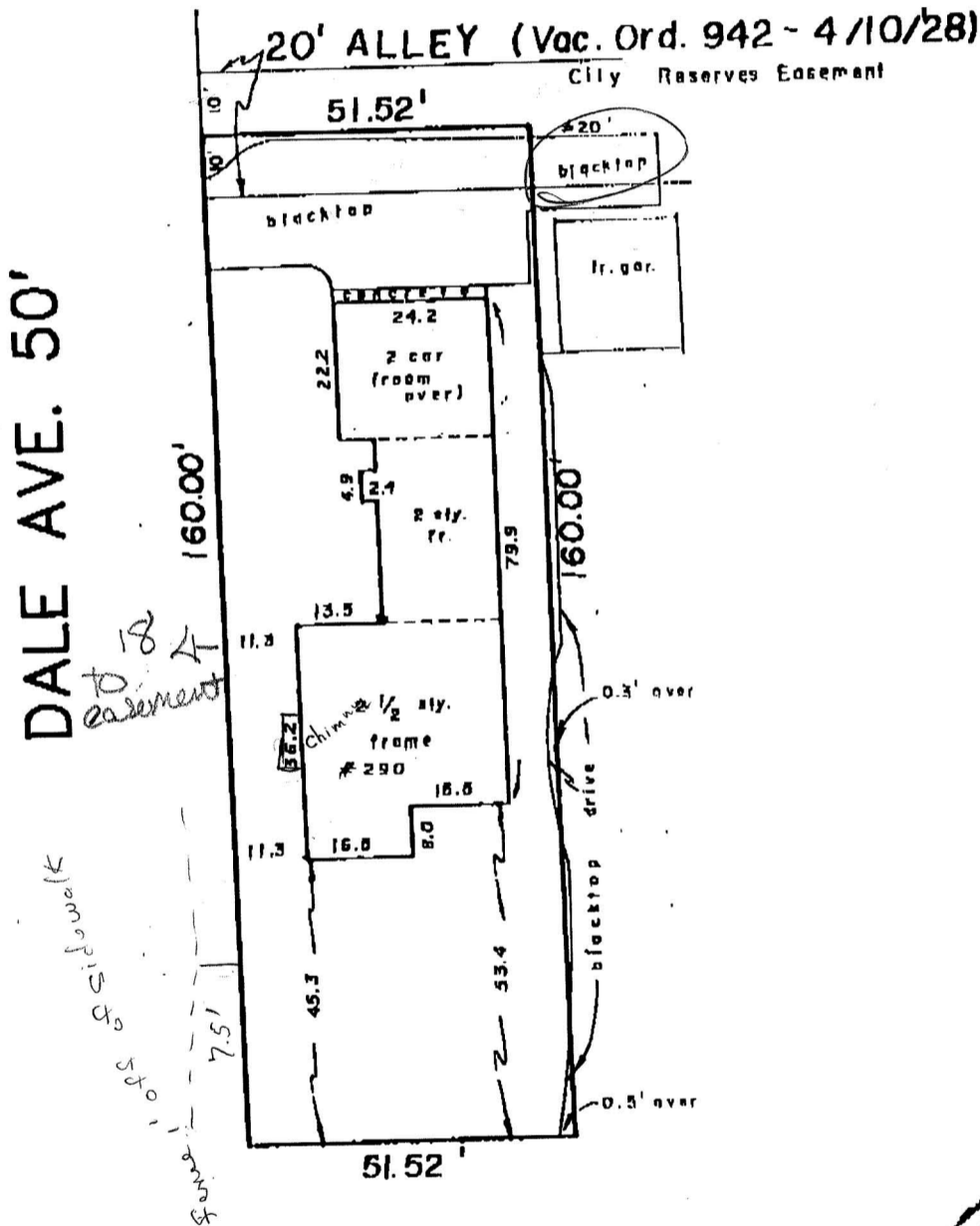
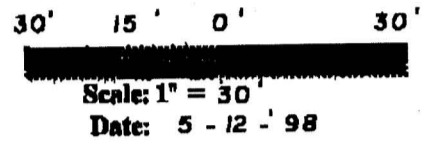
**Legal Description:** Situated in Ohio, County of Franklin, City of Bexley, Being Lot 14 Rudolph's Fairwood Addition, Plat Book 7, Page 426

**Applicant:** Kelly C. Hettinger

**Posted Address:** 290 S. Cassady Ave., Bexley, Ohio

**F.E.M.A. Flood Zone Designation:** Flood Zone "X" as per F.I.R.M. 390168 0260G

**Apparent Encroachments:** 1) Blacktop Over Property Line.



We hereby certify that the foregoing Mortgage Location survey was prepared from actual field measurements in accordance with Chapter 4733-38 Ohio Administrative Code, and is not a boundary survey pursuant to Chapter 4733-37 of said code. **THE INFORMATION SHOWN HEREON IS NOT TO BE UTILIZED FOR THE INSTALLATION OF BUILDINGS, FENCES, LANDSCAPING OR OTHER PERMANENT IMPROVEMENTS.**

Myers Surveying Co., Inc.

By *Allen Myers*  
Professional Surveyor

