

ORDINANCE NO. 111-05

By: Mr. Weber

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 363 S Drexel Ave. (north half of Lot No. 43; Rownd & Knauss Parkview Addition) regarding improvements made upon and within the City owned street right-of-way along South Drexel Avenue.

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

Section 1. That the property owners at 363 S. Drexel Avenue (north half of Lot No. 43; Rownd & Knauss Parkview Addition) have requested approval to replace the existing driveway approach and city sidewalk with exposed aggregate.

Section 2. That the Mayor and 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 sidewalk and driveway approach including any additional cost to the City of Bexley incurred in connection with its use of right-of-way occasioned by the location of the improvements.

subject to the approval of the sidewalk under ADA by the City Engineer,

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: 10-25, 2005

John B. Paly
President of Council

Attest: [Signature]
Clerk of Council

*1025-05 First reading. Amended
Three Reading Rule. Suspended.
Passed*

Approved: 10/25, 2005

D. Madison
David H. Madison, Mayor

CONSENT AND HOLD HARMLESS AGREEMENT

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

The property owner has sought and obtained permission from the City of Bexley replacement of the existing driveway approach and City sidewalk with exposed aggregate as indicated below on the property described below and in the easement/right-of-way as described. Approval of the sidewalk and driveway approach and use of an easement/right-of-way area which is public property is conditioned upon this Agreement.

The property owner, his successors and assigns (collectively the "Owner") 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 sidewalk and/or driveway approach for any reason and shall defend, at his 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 grantee abridged in any way thereby; that the Owner, upon notice from the City of Bexley, Ohio duly authorized by the Council of Bexley, Ohio, shall forthwith remove said sidewalk and/or driveway approach from the public property occupied by it and shall yield to said City all rights to occupy the public property used for such sidewalk & driveway approach whenever said City shall determine the same to be necessary or desirable; that the Owner releases the City, its employers and agents, from any liability for whatsoever; that said sidewalk and driveway approach shall be so constructed as to not interfere with or damage any utility facilities or to impede nor interfere 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 sidewalk and/or driveway approach to be necessary or desirable, the Owner shall promptly make any such changes, relocations, or rearrangements solely at his 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 sidewalk and/or driveway approach in the easement/right-of-way area.

363 S. Drexel Ave.
Address of Property

street
Type of Easement/Right-of-Way

N. half of Lot No. 43;
Rownd & Knauss Parkview Add.
Lot Number or Other Description

exposed aggregate sidewalk
and driveway approach
Building or Structure

80'
Easement/Right-of-Way Width
Property Location

12'
Maximum Encroachment Into
Easement Right-of-Way

Street Lighting Sewers & Water
Services Existing in Easement/
Right-of-Way

Ordinance No. - 05
Approving Authority (Council)

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

Property Owner

Property Owner

Witness

Witness

Date of Agreement

Date of Agreement

STATE OF OHIO, COUNTY OF FRANKLIN: SS:

The foregoing instrument was acknowledged before this _____ day of

_____, 2005, by _____
Notary Public

Rose Farley

Witness

[Signature]

Mayor

[Signature]

Witness

[Signature]

Auditor

STATE OF OHIO, COUNTY OF FRANKLIN: SS:

The foregoing instrument was acknowledged before this 9th day of

November, 2005, by Anita S. Foley
Notary Public

Anita S. Foley
Notary Public, State of Ohio
My Commission Expires July 23, 2008