

Ordinance 48-20

By: Jessica Saad

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 owner 346 North Drexel Avenue (Parcel No. 020-004317), regarding improvements made upon and within the City owned street right-of-way adjacent to Maryland Avenue.

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

Section 1.

That the property owner at 346 North Drexel Avenue (Parcel No. 020-004317) has sought and obtained permission from the City of Bexley to install (16) Hornbeam trees in the Right-of-Way in front of a fence on the property as described above and in Exhibit "A" attached hereto and incorporated herein by reference.

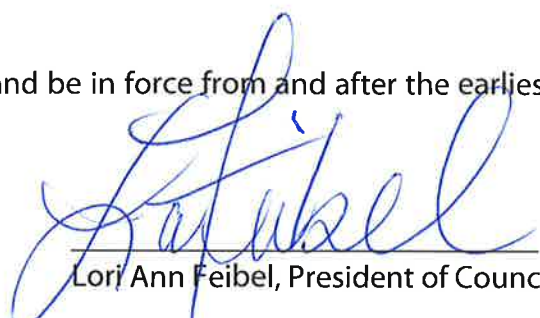
Section 2.

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 encroachments 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 building features, 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.

Section 3.

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

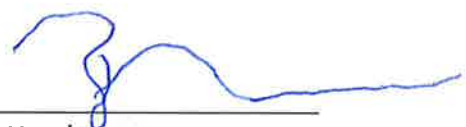
Passed: 11-24, 2020



Lori Ann Feibel, President of Council

Attest: 

William Harvey, Clerk of Council



Ben Kessler, Mayor

First Reading: 10-27-20

Second Reading: 11-10-20

Third Reading: 11-24-20

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 (16) Hornbeam trees in the Right-of-Way in front of a fence which will be referred to as the "landscaping" on the property described below and in the easement/right-of-way as described. Approval of the request and use of an easement/right-of-way area which is public property is conditioned upon this Agreement.

Kathleen Gravel and Dana Short, 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 landscaping 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 landscaping from the public property occupied by it and shall yield to said City all rights to occupy the public property used for such landscaping whenever said City shall determine, in its sole discretion, the same to be necessary or desirable; that the Owners release the City, its employees and agents, from any liability for damage to the landscaping rising out of or in connection with any cause whatsoever; that said landscaping shall be planted 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 landscaping 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 paver sidewalk in the easement/right-of-way area. This Agreement shall not be construed as a waiver or limitations of any claims or defenses the City may assert in the event of legal action brought by any party.

346 N Drexel Ave
Address of Property

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

020-004317-00
Parcel ID

Landscaping
Building or Structure

30 Feet measured from the
Center of Maryland Ave
Easement/Right-Of-Way Width
Property Location

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

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

Bexley City Council
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 _____ day of _____, 2020 by: _____, Mayor of the City of Bexley, Ohio, and _____, Auditor of the City of Bexley, Ohio.

Witness

Mayor

Witness

Auditor

Notary Public

STATE OF OHIO, COUNTY OF FRANKLIN:
SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____

Witness

Property Owner

Witness

Property Owner
