

ORDINANCE NO. 95 - 06

By: Mr. Rohyans

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 189 North Parkview, (Lot Nos. 14, 15, 16/Bullitt Park Addition), regarding improvements proposed upon and within the City owned parkland known as Jeffrey Park.

Whereas, 189 North Parkview is directly adjacent to City owned property known as Jeffrey Park; and,

Whereas, it is desirable to separate the private property from public property to prevent trespass and provide privacy. **NOW, THEREFORE,**

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

Section 1. That the property owners at 189 North Parkview, (Lot Nos. 14, 15, 16/Bullitt Park Addition), propose to install landscaping in accordance with the landscape plan attached to and made a part of this ordinance.

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 constructed 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 landscaping 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 plantings.

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

Passed: 12-19, 2006

Helen Mac Murray
President of Council

Attest: [Signature]
Clerk of Council

11-14-06 First reading
11-28-06 Second reading
12-12-06 Third reading. Tabled

Approved: 12-19, 2006

12-19-06 Removed from table.
Passed.

[Signature]
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 to allow landscaping on the property described below and in the easement/right-of-way as described. Approval of the landscaping 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 landscaping 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 landscaping from the public property occupied by it and shall yield to said City all rights to occupy the public property used for such landscaped area 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 landscaped area shall be so constructed as to not interfere with or damage any park facilities or to impede nor interfere within any way the use of the park area by the City and the public; and in the event that the City determines changes to the landscaping 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 park areas, or the use thereof for public purposes, except to promote the construction and maintenance of the landscaped areas in the park.

189 North Parkview
Address of Property

Park
Type of Easement/Right-of-Way

Lots. 14, 15, 16
Bullitt Park Addition
Lot Number or Other Description

Plant material
Building or Structure

N/A
Easement/Right-of-Way Width
Property Location

40'
Maximum Encroachment Into
Easement Right-of-Way

N/A
Services Existing in Easement/
Right-of-Way

Ordinance No. 95 – 06
Approving Authority (Council)

STATE OF OHIO, COUNTY OF FRANKLIN: SS:

The foregoing instrument was acknowledged before me this 8th day of Feb., 2007, by Sarah A. White.

D. M. ...
Witness

[Signature]
Property Owner

Stephanie M. Riehl
Witness

Property Owner



SARA A. WHITE
Notary Public, State of Ohio
My Commission Expires 12-10

Sarah A. White
Notary Public

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

STATE OF OHIO, COUNCIL OF FRANKLIN: SS:

The foregoing instrument was acknowledged before me this 21st day of February, 2007, by David H. Madison Mayor of the City of Bexley, Ohio, and Larry Heiser, Auditor of the City of Bexley, Ohio.

Sara Ruben
Witness

[Signature]
Mayor

Anne P. Farley
Witness

[Signature]
Auditor

Anita S. Foley
Notary Public

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









