

ORDINANCE NO. 84 -90

BY: Albert J. Myers

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 at 353 N. Drexel Avenue (Lot Number 32; Anton Ruhl's Addition) regarding improvements made upon and within the City owned right-of-way of Maryland Avenue.

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

Section 1. That the property owner at 353 N. Drexel Avenue (Lot Number 32; Anton Ruhl's Addition) has requested approval to construct an 18½ inch high stone retaining wall upon and within the City owned right-of-way of Maryland Avenue.

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 owner, in form and substance satisfactory to the City Solicitor, authorizing the stone retaining wall as proposed 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 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: Dec. 11<sup>th</sup>, 1990

  
President of Council

Attest: J. W. Myers  
Clerk of Council

Approved: Dec 11, 1990

  
David H. Madison, Mayor

Nov. 13, 1990 - 1<sup>st</sup> reading  
Nov. 27, 1990 - 2<sup>nd</sup> reading  
Dec. 11, 1990 - 3<sup>rd</sup> reading  
Adopted

C O N S E N T A N D  
H O L D H A R M L E S S A G R E E M E N T

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

The owner has sought and obtained permission from the City to erect an 18½ 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 proposed stone retaining wall and use of the easement/right-of-way area is conditioned upon this Agreement.

Isabell Seligson, her successors and assigns, shall save the City harmless from any and all damages which may arise from, or grow out of, the installation of the stone retaining wall, and said grantee, her successors and assigns, shall defend, at their own cost, every suit in which the City 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 and that no right, title or interest of the public is waived or abridged in any way thereby; that said grantee, her successors or assigns, shall at all times maintain the stone retaining wall in a manner satisfactory to the City; that said grantee, her successors or assigns, upon notice from the City of Bexley, Ohio duly authorized by the Council of the City, shall forthwith remove said stone retaining wall and shall yield to said City all rights to occupy the space used for such structure, whenever said City shall determine the same to be necessary or desirable; that said structure shall be so constructed as to not interfere with or damage any utility facilities and in the event that changes become necessary to construct and accommodate said stone retaining wall, the grantee, her successors and assigns, shall pay the entire cost of the necessary changes, relocations or rearrangements thereof.

This Agreement shall not be construed as in any way limiting the rights presently held by the City in the easement/right-of-way area, or the use thereof for public purposes, except to promote the construction and maintenance of the below mentioned structures in the easement/right-of-way.

353 N. Drexel Avenue  
Address of Property

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

Lot 32; Anton Ruhl's Addition  
Lot No. or Other Description

Stone Retaining Wall  
Building or Structure

30 Feet Measured from Center  
of Maryland Avenue  
Easement/Right-Of-Way Width -  
Property Location

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

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

Ordinance No. 84 - 90  
Approving Authority

December 11, 1990  
Date of Agreement

December 11, 1990  
Date of Agreement

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 \_\_\_\_\_, 1990, by \_\_\_\_\_, Mayor of  
the City of Bexley, Ohio, and \_\_\_\_\_, Auditor of the City of Bexley, Ohio.

\_\_\_\_\_  
Witness

Deborah E. Foulk  
\_\_\_\_\_  
Witness

D. M. Mohr  
\_\_\_\_\_  
Mayor

John L. Schryer  
\_\_\_\_\_  
Auditor

Anita S. Hughes  
\_\_\_\_\_  
Notary Public  
ANITA S. HUGHES  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JULY 21, 1993

STATE OF OHIO, COUNTY OF FRANKLIN: SS:

The foregoing instrument was acknowledged before me this  
12<sup>th</sup> day of December, 1990, by Elizabeth Seligson.

Linda J. Hoops  
\_\_\_\_\_  
Witness

Elizabeth Seligson  
\_\_\_\_\_  
Property Owner

Deborah E. Foulk  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Property Owner

Kathleen M. Rose  
\_\_\_\_\_  
Notary Public