

RIGHT-OF-WAY OBSTRUCTION POLICY

Council previously adopted a policy for the placement of certain obstructions within the public rights-of-way of the City. (*See* Council meeting minutes of January 18, 1968, and June 19, 1978.) A revised and updated version of that policy was adopted by motion at Council's meeting of January 9, 2023.

The current version of Council's policy is now set forth in the format of a Right-of-Way License Agreement, a copy of which is appended hereto and incorporated by this reference.

Yard debris pads are a special type of right-of-way obstruction, unique in that they help to facilitate the city's yard debris collection program while keeping debris out of the stormwater sewer system. For these types of obstructions, Council will not require a neighbor petition or a formal, recordable agreement for yard debris pads. Instead, Council authorizes the City Manager and/or Building Commissioner to develop a streamlined form that residents may use to apply for yard debris pads located in the public rights-of-way.

Adopted on January 9, 2023.

RIGHT-OF-WAY LICENSE AGREEMENT

This *Right-of-Way License Agreement* is entered into by the city of Oakwood (the “City), an Ohio municipality, and all owner(s) of record (collectively, “Owners”) for the property located at:

_____, Oakwood OH 454_____

which abuts a public right-of-way owned by the city of Oakwood.

Background: The owner(s) whose signature(s) appear below have requested permission from the City to install an obstruction within the public right-of-way abutting their property.

Type of Obstruction: _____

In order to facilitate these types of installations, Oakwood City Council has adopted a policy for the approval of right-of-way obstructions. The policy has been updated by Council at their meetings of January 18, 1968; June 19, 1978; and January 9, 2023. Pursuant to that policy, an object may only be installed in the public right-of-way pursuant to the terms and conditions set forth in this agreement, to which the Owners must agree.

In consideration of the foregoing, the parties agree as follows:

1. The City Manager or Building Commissioner, on behalf of the City, may only approve the installation of an obstruction within the public right-of-way if all terms and conditions set forth herein are met. (If the Owners desire to deviate, then application must be made to the Planning Commission for their recommendations to Council after a Public Hearing. Council will approve or reject in the manner set up by them.) Upon approval, indicated by the City’s signature below, Owners are hereby granted a revocable, non-exclusive license to utilize the public right-of-way consistent with the approved plans and specifications submitted, subject to the terms and conditions of this agreement.

2. Petition requirement: Along with this agreement, a petition from the neighboring property owners abutting the Owners’ property must be filed with the Building Commissioner indicating that they are familiar with your proposed installation and have no objection to it. (Defining abutting, we mean all property owners whose property touches your property or would touch your property if there were not a street, alley, or other public property or easement between them. This definition does not include those houses abutting an interior lot on its rear property line alone.). The petition will be retained in your house file at the City’s offices and will not become part of the recordable agreement.

The only exceptions to the petition requirement are:

- a. Sprinkler systems: A petition is not required when placing, at or below grade, a sprinkler system only. This agreement will suffice without the petition.
 - b. Yard debris pads: A petition is not required for the installation of a yard debris pad, and applications should be made on a separate form developed by the Building Commissioner for that purpose. This agreement will not be required for yard debris pads; however, they must meet the following requirements:
 - i. Acceptable materials for yard debris pads include concrete, properly bedded pavers or brick, or approved equals. (The approval of other materials shall be at the discretion of the Director of Public Works, based on compatibility with city yard debris collection equipment and methods.) All concrete work requires separate form and final inspections, and shall provide a minimum concrete thickness of 4 inches.
 - ii. Any yard debris pad must be constructed at grade, *i.e.*, it may not be an elevated pad. Allowable dimensions are a maximum depth of 5' (measured perpendicular to the street) and a maximum width of 5' or 1/10th of the property's street frontage, whichever is greater.
 - iii. Yard debris pads must be situated at or within 2' behind the curb (or street edge, if no curb is present). The location must be at least 3' away from any visible utility infrastructure, including but not limited to curb stop water valves, fire hydrants, utility poles, and utility pedestals. Yard debris pads may not abut a service walk if the effect is to expand the service walk beyond dimensions permitted by the Oakwood Zoning Ordinance.
 - iv. The applicant must agree to the representations set forth in Council's right-of-way obstruction policy as to maintenance, assessment of costs, liability, removal, and indemnification, although the requirement to produce recordable documents shall be waived. In developing a form for yard debris pad applications, the Building Commissioner may summarize or restate the representations in whatever format is convenient for that purpose.
3. Plot plan requirement: A plot plan indicating what you plan to erect must be submitted with this agreement showing location from the paved portion of the street; distance from the right-of-way line; location of your residence; and a plan view of your improvement. The plot plan must be to scale and will become part of this agreement.
 4. If installation of an obstruction in the right-of-way would enclose or tend to enclose a portion of a right-of-way within your lot, your signature(s) below is/are your agreement and representation that neither you nor your heirs or assigns will claim adverse possession of said land at a later date.
 5. The Owners' signature(s) below is/are your further agreement and representation, on behalf of you as the current Owners and your heirs or assigns, that:

- a. The property owner will maintain said object(s) at no expense to the City; and if the owner fails to do so, the City may, at its option, perform or have such maintenance performed and assess the full cost thereof against the real estate as a direct benefit thereto.
- b. The owner will not hold the City liable for any damages to said object resulting from any of the City's operations. Further, the owner, recognizes the right of the City to remove said objects when they interfere with a public purpose as may be defined or redefined by Council now or in the future.
- c. The owner will remove said object when it interferes with the use of the right-of-way by the City or its authorized representatives including its franchisers, and will allow the City and its authorized representatives including its franchisers the right to maintain their existing facilities or install new ones in said location as if the objects to be installed were not there.
- d. Nothing shall be erected or maintained that would violate present or future zoning laws or other safety laws or rules. The property owner shall bear the cost of complying with present or future requirements of the City as to zoning and safety matters.
- e. If your installation includes a sprinkler system in the vicinity of any sidewalk, either now or hereafter constructed, water must be aimed away from the sidewalk so as not to preclude the use of said walkway or create any hazardous condition. Any adjustment that may be needed to satisfy this obligation, and any other change mentioned herein or throughout this agreement, shall be at the property owner's expense.
- f. No wall, bush, fences, objects or like structures in the right-of-way (but not including trees) shall exceed 42" in height or otherwise interfere with traffic vision. All vegetation (not including trees) shall be maintained as required by City ordinances.
- g. If a water meter, valve, or other City owned object is existing within the area delineated, provisions shall be made for allowing City personnel to get to said object conveniently.
- h. If a fire hydrant is located in the area concerned, special provisions to allow for its unrestricted use will be shown and guaranteed, to the City's satisfaction.
- i. Nothing shall be erected or maintained that would violate present or future zoning laws or other safety laws or rules. The property owner shall bear the cost of complying with present or future requirements of the City as to zoning and safety matters.
- j. The Owners acknowledge that the City's action in granting permission for placement of objects in the right-of-way shall not cause the City to be liable for any damages arising therefrom; and the property owner agrees to indemnify and hold the City harmless from any and all such damages and from all direct and indirect expenses which might otherwise be incurred by the City in defending damage claims.
- k. The Owners will bear the expense of preparing all documents referenced herein, and of satisfying any obligation stated herein, as part of process of applying for City approval via this agreement. The Owner understands that this agreement, if approved, will be recorded in the chain of title for the subject property as a covenant

running with the land, signed by every owner of the property together with his or her spouse. The form and content of such recordable documents must be approved by the City in advance, and if rejected for any reason by the county recorder, the Owners understand that they must cure any defect at their own expense. Permission to place such objects in any right-of-way will not be granted by the City until the property owner has delivered all required documents to the City together with any fees necessary for the recording.

1. If an application or request filed with the City requires analysis or other services by persons or organizations not part of the City staff, such as outside engineering review and the like, any costs incurred by the City for such third party services shall be the obligation of the Owners.

6. This agreement shall run with the land and be binding upon successive owners, and shall not be removed or modified except by the City of Oakwood, in writing.

REVIEWED, AGREED, AND APPROVED:

CITY OF OAKWOOD

By: _____
City Manager or Building Commissioner

Printed name: _____

DATE OF APPROVAL AND AGREEMENT: _____

STATE OF _____, COUNTY OF _____ } ss:

On the _____ day of _____, 20____, before me, a Notary Public in and for the above-named State and County, personally appeared

_____, with satisfactory proof of his/her identity, and did acknowledge his/her signature on the foregoing agreement as his/her free act and deed in his/her official capacity on behalf of the City of Oakwood for the purposes described therein.

Notary Public

Commission expires: _____

AGREED TO AND UNDERSTOOD BY:

OWNERS (All owners of record and their respective spouses must sign below, attaching additional pages as necessary.)

OWNER

Printed name:_____

STATE OF _____, COUNTY OF _____ } ss:

On the _____ day of _____, 20____, before me, a Notary Public in and for the above-named State and County, personally appeared

_____, with satisfactory proof of his/her identity, and did acknowledge his/her signature on the foregoing agreement as his/her free act and deed for the purposes described therein.

Notary Public

Commission expires:_____

OWNER

Printed name:_____

STATE OF _____, COUNTY OF _____ } ss:

On the _____ day of _____, 20____, before me, a Notary Public in and for the above-named State and County, personally appeared

_____, with satisfactory proof of his/her identity, and did acknowledge his/her signature on the foregoing agreement as his/her free act and deed for the purposes described therein.

Notary Public

Commission expires:_____

NOTICE to Applicant: This petition must be submitted with your request to place an improvement/object within the right-of-way.

It must be signed by ALL property owners whose property touches your property, or would touch your property if there were not a street, alley, or other public property or easement between them.

Signatures are NOT required for owners whose property abuts your rear property line only.

Applicant name(s): _____

Applicant/project address: _____

Type of project proposed: _____

Abutting Property Owner Petition

By signing below, you are indicating that you are familiar with the project proposed by the Applicant, which is described above, and have no objection to it.

	OWNER SIGNATURE	ABUTTING PROPERTY ADDRESS
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____

(Attach pages if additional signatures are required.)