

SIGNAGE PERMIT AND MAINTENANCE AGREEMENT BETWEEN
THE CITY OF COLUMBUS
AND
COLUMBUS DOWNTOWN DEVELOPMENT CORPORATION

WHEREAS, the Lazarus Building is an historic icon for the City of Columbus and its award-winning restoration is an outstanding example of sustainable development; and

WHEREAS, Columbus Downtown Development Corporation (“CDDC”) is the owner of the Lazarus Building and desires at its sole cost and expense to install signage on the wall pediment within the right-of-way along the north side of Town Street between High and Front, the “Project Corridor”, which highlights the Building’s history and its recycling as an example of sustainable development in accordance with the specifications set forth on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, upon installation of the signage title to the signage shall vest in the City of Columbus; and

WHEREAS, Ordinance ____-2008, passed _____, 2008, authorized the Director of Public Development to execute maintenance agreements for improvements to be installed within the public rights-of-way when such agreements were submitted to the City by Civic Associations and other interested parties; and

WHEREAS, Columbus Downtown Development Corporation (“CDDC”) agrees to maintain the signage;

NOW THEREFORE, in consideration of the mutual covenants and benefits stated herein the City of Columbus by and through the Director of the Development hereby authorizes CDDC, its successors and assigns to maintain the signage installed within the Project Corridor subject to the following terms and conditions:

TERM

This Agreement shall take effect and be in force from and after the effective date identified below. This Agreement shall have no stated expiration date. Either party shall, however, have the right to terminate this Agreement fifteen (15) days after written notice of such termination has been given to the other party. If CDDC should elect to terminate CDDC must remove the signage at its sole cost within sixty (60) days after it notice to terminate. In addition, the City shall have the right to revoke this Agreement and to remove the signage from the project corridor should CDDC fail to perform adequate maintenance to the site as required by this Agreement. In addition, without termination of this Agreement and without liability to CDDC for payment of damages for such action, the City shall have the right, but not the obligation, to remove the signage that in the sole opinion of the Director of Public Service might create an unreasonable obstruction, or substantial impediment or a safety hazard to the traveling public. Should these

rights-of-way be required for roadway maintenance, repair, or improvement, or for utility installation, maintenance, repair, removal or reinstallation or for any other public purpose, the City, or other authorized party, reserves their right to remove or alter any signage that might adversely impact such work without the payment of compensation for such action, provided, however, that the City shall, except in the case of an emergency, provide CDDC with written notice not less than thirty (30) days prior to any such removal or alteration, in order to afford CDDC the opportunity to remove such signage itself for safekeeping. Any removal of all signage under this paragraph shall terminate this Agreement.

GENERAL PROVISIONS

1. CDDC agrees to maintain the signage installed by it within the Project Corridor in a manner that provides an aesthetic environment that enhances the Project Corridor and does not interfere with the safe use of the adjacent road rights-of-way;
2. The CDDC maintenance activities shall include the responsibility to have the signage cleaned on a regular basis. Performance of said maintenance activities may require CDDC to apply for and obtain an annual Street Occupancy Permit (903 Permit) for Maintenance Purposes from the Public Service Department, Transportation Division, Permits Section, 3rd Floor, 109 North Front Street, Columbus, Ohio, 43215;
3. CDDC shall, as a condition of the execution of this Agreement, indemnify, protect, defend and hold harmless the City from any claim, loss or damage arising in any way from CDDC's occupation or use of the public rights-of-way within the Town Street Enhancements project corridor under this agreement including but not limited to CDDC's installation and maintenance of any materials within the Town Street Enhancements project corridor, and from any negligent or wrongful act or omission of CDDC, its contractors or agents acting under this agreement, excluding, however, claims arising from the City's sole negligence or willful misconduct. In addition CDDC agrees to keep in force Public Liability Insurance (Bodily Injury and Property Damage) in the amounts set forth below naming the City as an additional insured:
 - A. **Bodily Injury Liability:**
 - Each Person \$500,000
 - Each Accident \$1,000,000
 - B. **Property Damage Liability:**
 - Each Accident \$500,000
 - All Accidents \$1,000,000
4. All notices issued under this Agreement must be in writing and shall be deemed validly given if sent by overnight delivery or regular certified mail, return receipt requested, effective the third day following the date the notice is postmarked. Notices should be addressed as follows:

City: Patricia A. Austin, P.E.
Administrator
Transportation Division

109 North Front Street, 3rd Floor
Columbus, Ohio 43215

Permittee Columbus Downtown Development Corporation
150 Front Street,
Suite 210
Columbus, Ohio 43215
Attention: Guy V. Worley

COLUMBUS DOWNTOWN DEVELOPMENT
CORPORATION

CITY OF COLUMBUS
Department of Development

By: Guy V. Worley, President

By: Boyce Safford III, Director
Effective Date: _____

Approved as to Form

Richard C. Pfeiffer, Jr.
City Attorney

EXHIBIT "A"

Signage Specifications