

from Dept. No. 690, Major Code 460 to pay the cost thereof.

Sec. 3. That for the reasons stated in the preamble hereto, which is hereby made a part hereof, this ordinance is hereby declared to be an emergency measure and shall take effect and be in force from and after its passage and approval by the Mayor.

Passed February 10, 1964.

WILLIAM R. FORNOF,

President of Council.

Approved February 10, 1964.

M. E. SENSENBRENNER, Mayor.

Attest:

GORDON F. SERROTT, City Clerk.

**Departmental Request:**

By: Roland A. Sedgwick.

**ORD. No. 133-64** — To authorize the acceptance of a proposal by the United Redevelopment Corporation for the purchase and redevelopment of certain parcels in the Market-Mohawk Urban Renewal Project; to determine the fair market value for said parcels, to repeal Ordinance No. 849-63 and to declare an emergency.

Whereas, in the process of carrying out the necessary action in the Market-Mohawk Urban Renewal Project, the City of Columbus accepted proposals for the redevelopment of certain parcels of land in the project area; and

Whereas, the United Redevelopment Corporation offered to purchase certain parcels of land in the project area; and

Whereas, it is immediately necessary to provide for said sale and redevelopment so there will be no delay in the redevelopment of the Market-Mohawk area all for the immediate preservation of the public health, safety, property and welfare, now therefore,

Be it ordained by the council of the city of Columbus:

Section 1. That the City of Columbus, Ohio hereby determines the proposal submitted by United Redevelopment Corporation to purchase and develop Parcels 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 17, 19, 20 and 21 in the project area to be in accordance with the aims and objectives of the Market-Mohawk Urban Renewal Project and to be in accordance with the approved disposal program for that Project.

Sec. 2. That the City of Columbus, Ohio hereby determines that disposition of this land by negotiation is a fitting and proper method of sale to the United Redevelopment Corporation.

Sec. 3. That the City of Columbus, Ohio hereby determines that the United Redevelopment Corporation possesses the qualification and the financial resources necessary to acquire and develop the land in accordance with the amended Redevelopment Plan.

Sec. 4. That the City of Columbus, Ohio hereby determines that the amount of \$2,765,600.00 offered by the United Redevelopment Corporation for the above mentioned parcels is not less than the fair market value for this land in accordance with the restrictions set forth in the amended Redevelopment Plan.

Sec. 5. That upon the concurrence by the Housing and Home Finance Agency, the Mayor is hereby authorized and directed to execute a contract with the United Redevelopment Corporation in substantially the following form:

No. 3-12964

EXHIBIT 5

**MARKET-MOHAWK LAND**

**DISPOSITION AGREEMENT**

Agreement, hereinafter referred to as "this Agreement," entered into as of the ..... day of ....., 196.... between the City of Columbus, herein called "the City," as a body corporate and politic of the State of Ohio, and the United Redevelopment Corporation, herein called "the Redeveloper," a corporation organized and existing under the laws of the State of Ohio, pursuant to Resolution No. .... adopted

**RECITALS**

Whereas, in furtherance of the objectives of the applicable State and Municipal Laws, the City of Columbus has undertaken a program for the

clearance and reconstruction of slum and blighted areas in the City of Columbus, and in this connection has undertaken a project, sometimes known as "the Market-Mohawk Project," located in the area bounded generally by the west side of THIRD and FIFTH STREETS on the west, the north side of CHAPEL and TOWN STREETS on the north, the east side of GRANT AVENUE on the east, and the south side of FULTON STREET on the south, which area is herein called the "Project Area"; and,

Whereas, the Council of the City of Columbus passed Ordinance No. 1534-63 on December 16, 1963, approving therein a revised Urban Renewal Plan (hereinafter called "the Redevelopment Plan"), a copy of which Plan is attached hereto and marked "EXHIBIT A"; and,

Whereas, in order to enable the City of Columbus to achieve the objectives of the Redevelopment Plan, and particularly to make the land in the Project Area available, after acquisition, clearance and improvement, for redevelopment by private enterprise for and in accordance with the uses specified in the Redevelopment Plan, both the Federal Government and the City have undertaken to provide, and have provided, substantial aid and assistance through a Contract for Loan and Capital Grant dated June 11, 1959, and as subsequently amended; and,

Whereas, the City believes and has determined that the property has special adaptability and special value to the Redeveloper and has negotiated this Agreement with the Redeveloper pursuant to the National Housing Act and the regulations promulgated pursuant thereto by the Urban Renewal Administration of the Housing and Home Finance Agency of the Federal Government, to which Agency's final approval this Agreement is subject; and,

Whereas, the Redeveloper, as a result of the negotiations aforesaid, has offered to purchase that part of the Project Area indicated as Parcels Number 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 17, 19, 20, and 21 on the Disposition Map attached hereto as part of "Exhibit A" (which parcel or parcels are herein called the "Property"), and to redevelop such Property for and in accordance with the uses specified in the Redevelopment Plan; and

Whereas, the Redeveloper has tendered to the City the sum of One Hundred Thirty-Eight Thousand Two Hundred Eighty Dollars (\$138,280.00), (which is referred to herein as the "Deposit"), in the form of a certified check as a faithful performance guaranty, which sum is equal to five percent (5%) of the purchase price of Two Million Seven Hundred Sixty-Five Thousand Six Hundred Dollars (\$2,765,600.00) which the Redeveloper has agreed to pay for the Property to be purchased; and,

Whereas, the City of Columbus believes that the redevelopment of the Property pursuant to this Agreement, and the fulfillment generally of this Agreement and the intentions set forth herein, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and Federal laws and requirements under which the Market-Mohawk Project has been undertaken and is being assisted; and

Whereas, the City of Columbus, on the basis of the foregoing, and the undertakings of the Redeveloper pursuant to this Agreement, is willing to sell the Property to the Redeveloper and to do so at a price permitting its redevelopment in accordance with the provisions of the Redevelopment Plan and this Agreement, which price has been determined to be the fair market value;

Now, therefore, each of the parties hereto, for and in consideration of the premises and agreement of the other party hereto, does covenant and agree as follows:

**Section I. General Terms of Conveyance of Property**

101. Subject to all the terms, covenants and conditions of this Agree-

ment, the City will convey to the Redeveloper the following parcels situated in the City of Columbus, County of Franklin, State of Ohio:

**Parcel 2**

Beginning at the point of intersection of the northerly right-of-way line of Town Street and the easterly right-of-way line of Third Street, thence in a northerly direction along the easterly right of way line of Third Street, a distance of 85', thence in an easterly direction parallel to and 85' distance from the northerly right of way line of Town Street, a distance of 198.50' to a point, thence northerly in a direction parallel to Third Street a distance of 20' to a point in the southerly right of way line of Gwynne Alley, thence easterly a distance of 22' parallel with the southerly right of way line of Gwynne Alley to a point, said point being on the easterly right of way line of Lazelle Street; thence northerly a distance parallel with and along the easterly right of way line of Lazelle Street, a distance of 82.50' to a point, said point being the intersection of the easterly right of way line of Lazelle Street and the southerly right of way line of Chapel Street; thence easterly parallel with and along the southerly right of way line of Chapel Street 184.5' to a point, said point being the intersection of the southerly right of way line of Chapel Street and the westerly right of way line of Fourth Street; thence southerly along the westerly right of way line of Fourth Street, a distance of 187.5' to a point, said point being the intersection of the westerly right of way line of Fourth Street and the northerly right of way line of Town Street; thence westerly along the northerly right of way line of Town Street a distance of 408' to a point, said point being the point of beginning at the intersection of the easterly right of way line of Third Street and the northerly right of way line of Town Street, containing 53,776 square feet, more or less.

**Parcel 3**

Beginning at a point, said point being the easterly right of way line of Fourth Street and the northerly right of way line of Town Street; thence northerly along the easterly right of way line of Fourth Street a distance of 187.5' to a point, said point being the intersection of the easterly right of way line of Fourth Street and the southerly right of way line of Chapel Street; thence in an easterly direction along the southerly right of way line of Chapel Street, a distance of 939.5' to a point, said point being the intersection of the right of way line of Chapel Street and the westerly right of way line of Sixth Street; thence southerly a distance of 187.5' to a point, said point being the intersection of the westerly right of way line of Sixth Street and the northerly right of way line of Town Street; thence westerly along the northerly right of way line of Town Street, a distance of 939.5' to the point of beginning, said point being the intersection of the easterly right of way line of Fourth Street and the northerly right of way line of Town Street; containing 176,156 square feet, more or less.

**Parcel 5**

Beginning at a point, said point being the intersection of the easterly right of way line of Third Street and the northerly right of way line of Rich Street, thence in a northerly direction along the easterly right of way line of Third Street, a distance of 408.0', said point being the intersection of the southerly right of way line of Town Street, a distance of 408.0' to a point, said point being the intersection of the southerly right of way line of Town Street and the westerly right of way line of Fourth Street; thence in a southerly direction along the westerly right of way line of Fourth Street,

a distance of 408.0' to a point, said point being the intersection of the westerly right of way line of Fourth Street and the northerly right of way line of Rich Street, thence in a westerly direction a distance of 408.0' to the point of beginning, said point being the intersection of the easterly right of way line of Third Street and the northerly right of way line of Rich Street, containing 166,464 square feet, more or less.

**Parcel 6**

Beginning at a point, said point being the intersection of the northerly right of way line of Rich Street and the westerly right of way line of Fourth Street, thence along the westerly right of way line of Fourth Street northerly a distance of 408.0' to a point, said point being the intersection of the easterly right of way line of Fourth Street and the southerly right of way line of Town Street; thence easterly along the southerly right of way line of Town Street, a distance of 299.5' to a point; thence southerly parallel to the easterly right of way line of Fourth Street and a distance of 299.5' from the easterly right of way line of Fourth Street, a distance of 408.0' to a point on the northerly right of way line of Rich Street; thence westerly a distance of 299.5' along the northerly right of way line of Rich Street to the place of beginning, said point being the intersection of the westerly right of way line of Fourth Street and the northerly right of way line of Rich Street, containing 122,196 square feet, more or less.

**Parcel 7**

Beginning at a point at the intersection of the westerly right of way line of Fifth Street and the northerly right of way line of Rich Street; thence westerly a distance of 165.0' to a point; thence northerly parallel with the westerly right of way line of Fifth Street and being 165.0' distance from the westerly right of way line of Fifth Street, a distance of 408.0' to a point on the southerly right of way line of Town Street; thence easterly a distance of 165.0' along the southerly right of way line of Town Street to a point, said point being the intersection of the southerly right of way line of Town Street and the westerly right of way line of Fifth Street; thence southerly along the westerly right of way line of Fifth Street a distance of 408.0' to the place of beginning which is at the intersection of the westerly right of way line of Fifth Street and the northerly right of way line of Rich Street, containing 67,320 square feet, more or less.

**Parcel 8**

Beginning at a point, said point being the intersection of the easterly right of way line of Fifth Street and the southerly right of way line of Town Street, thence easterly along the southerly right of way line of Town Street, a distance of 540.0' to a point; thence southerly along a line parallel to the easterly right of way line of vacated Sixth Street a distance of 204.0' to a point; thence westerly along the center line of vacated Walnut Street parallel with and 204.0' distance from the southerly right of way line of Town Street, westerly a distance of 540.0' to a point on the easterly right of way line of Fifth Street and the center line of vacated Walnut Street, thence northerly along the easterly right of way line of Fifth Street, a distance of 204.0' to the point of beginning, said point being at the intersection of the southerly right of way line of Town Street and the easterly right of way line of Fifth Street, the place of beginning, containing 110,160 square feet, more or less.

**Parcel 9**

Beginning at a point, said point being the intersection of the north right of way line of Rich Street and the west right of way line of Sixth Street; thence in a westerly

direction along the north right of way line of Rich Street a distance of 178.0' to a point; thence in a northerly direction a distance of 204.0' to a point in the center line of Walnut Street; thence in an easterly direction to a point, said point being the intersection of the center line of Walnut Street and the west right of way line of Sixth Street; thence in a southerly direction to a point which is the point of beginning, containing 36,312 square feet, more or less.

**Parcel 10**

Beginning at a point in the southerly right of way line of Town Street, said point being 110' westerly from the intersection of the westerly right of way line of Grant Avenue and the southerly right of way line of Town Street, thence southerly parallel to the westerly right of way line of Grant Avenue and 110' westerly from said right of way line a distance of 408.0' to a point on the northerly right of way line of Rich Street, thence westerly along the northerly right of way line of Rich Street, a distance of 345' to a point, said point being on the northerly right of way line of Rich Street, thence northerly parallel to the westerly right of way line of Grant Avenue and 455' distant from said right of way line a distance of 204.0' to a point, thence easterly parallel to the northerly right of way line of Rich Street a distance of 125' to a point, thence northerly parallel to the westerly right of way line of Grant Avenue a distance of 204.0' to a point on the southerly right of way line of Town Street, thence easterly a distance of 220.0' to the point of beginning, said point being on the southerly right of way line of Town Street and being 110.0' westerly from the intersection of the westerly right of way line of Grant Avenue and the southerly right of way line of Town Street, containing 115,260 square feet, more or less.

**Parcel 11**

Beginning at a point said point being the intersection of the westerly right of way line of Grant Avenue and the northerly right of way line of Rich Street, thence westerly along the northerly right of way line of Rich Street, a distance of 110.0' to a point, thence northerly parallel to the westerly right of way line of Grant Avenue and a distance of 110.0' from said right of way line a distance of 408.0' to a point on the southerly right of way line of Town Street, thence easterly along the southerly right of way line of Town Street a distance of 110.0' to a point, said point being the intersection of the southerly right of way line of Town Street and the westerly right of way line of Grant Avenue, thence southerly a distance of 408.0' along the westerly right of way line of Grant Avenue to the place of beginning, said point being the northerly right of way line of Rich Street and the westerly right of way line of Grant Avenue, containing 44,880 square feet, more or less.

**Parcel 12**

Beginning at a point, said point being at the intersection of the northerly right of way line of Cherry Street and the westerly right of way line of Fifth Street, thence westerly along the northerly right of way line of Cherry Street a distance of 185.0' to a point, said point being the intersection of the easterly right of way line of Fieser Alley and the northerly right of way line of Cherry Street, thence northerly along the easterly right of way line of Fieser Alley a distance of 187.5' to a point, said point being at the intersection of the easterly right of way line of Fieser Alley and the southerly right of way line of Rich Street, thence easterly along the southerly right of way line of Rich Street a distance of 185.0' to a point, said point being at the intersection of the southerly right of way line of Rich Street and the westerly right of way

way line of Fifth Street, thence southerly along the westerly right of way line of Fifth Street a distance of 187.5' to the point of beginning, said point being at the intersection of the northerly right of way line of Cherry Street and the westerly right of way line of Fifth Street, containing 34,687 square feet more or less.

**Parcel 13**

Beginning at a point, said point being the intersection of the northerly right of way line of Main Street and the easterly right of way line of Fifth Street, thence northerly along the easterly right of way line of Fifth Street, a distance of 408.0' to a point, said point being the intersection of the easterly right of way line of Fifth Street and the southerly right of way line of Rich Street, thence easterly along the southerly right of way line of Rich Street a distance of 415.0' to a point, said point being the intersection of the southerly right of way line of Rich Street and the westerly right of way line of Sixth Street, thence southerly along the westerly right of way line of Sixth Street which is to be the westerly right of way line of the Pedestrian Mall, a distance of 408.0' to a point on the northerly right of way line of Main Street, and is the intersection of the northerly right of way line of Main Street and the westerly right of way line of Sixth Street to be the westerly right of way line of a Pedestrian Mall, thence westerly a distance of 415.0' along the northerly right of way line of Main Street to the place of beginning, said point being the intersection of the northerly right of way line of Main Street and the easterly right of way line of Fifth Street, containing 169,320 square feet, more or less.

**Parcel 15**

Beginning at a point, said point being the intersection of the northerly right of way line of Main Street and the westerly right of way line of Grant Avenue, thence westerly along the northerly right of way line of Main Street, a distance of 392.0' to a point, said point being the intersection of the northerly right of way line of Main Street and the easterly right of way line of Sixth Street, said right of way line to be the easterly right of way line of a Pedestrian Mall, thence northerly along the easterly right of way line of Sixth Street, which is to be the easterly right of way line of a Pedestrian Mall, a distance of 187.5' to a point, said point being the intersection of the southerly right of way line of Cherry Street and the easterly right of way line of Sixth Street, thence easterly along the southerly right of way line of Cherry Street, a distance of 392.0' to a point, said point being the intersection of the southerly right of way line of Cherry Street and the westerly right of way line of Grant Avenue, thence southerly along the westerly right of way line of Grant Avenue a distance of 187.5' to the point of beginning, said point being the intersection of the northerly right of way line of Main Street and the westerly right of way line of Grant Avenue, containing 73,500 square feet, more or less.

**Parcel 17**

Beginning at a point on the northerly right of way line of Mound Street and being 104.0' easterly of the intersection of the easterly right of way line of Third Street and the northerly right of way line of Mound Street; thence in a northerly direction parallel to the easterly right of way line of Third Street and being a distance of 104.0' from said right of way line to a point, said point being on the southerly right of way line of Noble Street; thence easterly a distance of 200.0' along the southerly right of way line of Noble Street to a point; thence southerly parallel with the easterly right of way line of Third Street a distance of 187.5' to a point; said point being on the northerly right of way

line of Mound Street; thence westerly a distance of 200.0' to the place of beginning, said point being on the northerly right of way line of Mound Street and 104.0' easterly from the intersection of the northerly line of Mound Street and the easterly line of Third Street; containing 37,500 square feet, more or less.

**Parcel 19**

Beginning at a point, said point being at the intersection of the northerly right of way line of Mound Street and the easterly right of way line of Fourth Street; thence northerly along the easterly right of way line of Fourth Street, a distance of 187.5' to a point, said point being the intersection of the easterly right of way line of Fourth Street and the southerly right of way line of Noble Street; thence easterly along the southerly right of way line of Noble Street a distance of 464.0' to a point, said point being at the intersection of the southerly right of way line of Noble Street and the westerly right of way line of Fifth Street; thence southerly along the westerly right of way line of Fifth Street a distance of 187.5' to a point, said point being the intersection of the westerly right of way line of Fifth Street and the northerly right of way line of Mound Street; thence westerly along the northerly right of way line of Mound Street a distance of 464.0' to the point of beginning, said point being the intersection of the northerly right of way line of Mound Street and the easterly right of way line of Fourth Street, containing 87,000 square feet, more or less.

**Parcel 20**

Beginning at a point, said point being the intersection of the northerly right of way line of Fulton Street and the easterly right of way line of Fifth Street; thence northerly along the easterly right of way line of Fifth Street a distance of 898.5' to a point, said point being the intersection of the easterly right of way line of Fifth Street and the southerly right of way line of Main Street; thence easterly along the southerly right of way line of Main Street a distance of 867.0' to a point, said point being the intersection of the southerly right of way line of Main Street and the westerly right of way line of Grant Avenue; thence southerly along the westerly right of way line of Grant Avenue a distance of 898.5' to a point, said point being the intersection of the westerly right of way line of Grant Avenue and the northerly right of way line of Fulton Street, thence westerly along the northerly right of way line of Fulton Street a distance of 867.0' to the point of beginning, said point being the intersection of the easterly right of way line of Fifth Street and the northerly right of way line of Fulton Street, containing 778,999 square feet, more or less.

**Parcel 21**

Beginning at a point, said point being the intersection of the northerly right of way line of Engler Street and the easterly right of way line of Third Street, thence northerly along the easterly right of way line of Third Street a distance of 187.5' to a point, said point being the intersection of the easterly right of way line of Third Street and the southerly right of way line of Mound Street, thence easterly along the southerly right of way line of Mound Street, a distance of 408.0' to a point, said point being the intersection of the southerly right of way line of Mound Street and the westerly right of way line of Fourth Street, thence southerly along the westerly right of way line of Fourth Street a distance of 187.5' to a point, said point being the intersection of the westerly right of way line of Fourth Street and the northerly right of way line of Engler Street, thence westerly along the northerly right of way line of Engler Street, a distance of 408.0' to the point of beginning, said point be-

ing at the intersection of the northerly right of way line of Engler Street and the easterly right of way line of Third Street, containing 76,500 square feet, more or less.

102. The parcels or parts thereof will be conveyed upon the payment in full by the Redeveloper of the Release Price, as hereinafter defined, of the parcel or part thereof so requested, the combined total of which Release Prices equal a total Purchase Price of Two Million Seven Hundred Sixty-Five Thousand Six Hundred Dollars (\$2,765,600.00), herein called the "Purchase Price." The parties acknowledged that the Release Prices herein set forth are not necessarily the re-use appraisal prices of the respective parcels, but that for the purposes of this Agreement such Release Prices shall be in the amount hereinafter set forth together with the parcel number appearing on the Disposition Map attached hereto as "Exhibit A" to which such Release Price relates:

One Hundred Seventy-Nine Thousand One Hundred Dollars (\$179,100.00) for Parcel 2; Three Hundred Eighty-One Thousand Dollars (\$381,000.00) for Parcel 3; Five Hundred Fifty-Four Thousand Three Hundred Forty-Five Dollars (\$554,350.00) for Parcel 5; Two Hundred Sixty-Two Thousand Seven Hundred and Fifty Dollars (\$262,750.00) for Parcel 6; One Hundred Forty-Four Thousand Eight Hundred Dollars (\$144,800.00) for Parcel 7; One Hundred Ninety-Five Thousand Two Hundred Dollars (\$195,200.00) for Parcel 8; Eleven Thousand Dollars (\$11,000.00) for Parcel 9; One Hundred Four Thousand One Hundred Dollars (\$104,100.00) for Parcel 10; One Hundred Forty-Nine Thousand Four Hundred Fifty Dollars (\$149,450.00) for Parcel 11; Fifty-Three Thousand Four Hundred Dollars (\$53,400.00) for Parcel 12; Ninety-Nine Thousand Eight Hundred Ninety-Eight Dollars (\$99,898.00) for Parcel 13; Twenty-One Thousand Three Hundred Fifteen Dollars (\$21,315.00) for Parcel 15; One Hundred Twenty-Four Thousand Nine Hundred Dollars (\$124,900.00) for Parcel 17; One Hundred Thirty-Four Thousand Dollars (\$134,000.00) for Parcel 19; Two Hundred Thirty-Two Thousand Five Hundred Thirty-Seven Dollars (\$232,537.00) for Parcel 20; and One Hundred Seventeen Thousand Eight Hundred Dollars (\$117,800.00) for Parcel 21. Provided further that the Release Price for any part of a single parcel aforesaid will be prorated in the same proportion which the area of the part bears to the entire such parcel.

103. The first request for release of acreage as aforesaid shall be made by the Redeveloper within three (3) months of the date of this Agreement. With the exception of Parcels 2, 5 and 11, any and all parcels comprising the Property shall be requested by the Redeveloper for conveyance to it not later than five (5) years from the date of this Agreement. As to parcels 2, 5 and 11, the Redeveloper agrees to have requested the conveyance to it of any one of such parcels by the end of seven (7) years, any two by the end of eight and one-half (8½) years, and all three by the end of ten (10) years. As to the remaining parcels comprising the Property, the Redeveloper further agrees that it shall have requested the conveyance to it of such a sufficient quantity of land as shall represent the percentage of the total area of such remaining parcels, determined as set forth hereinabove, within and by the respective periods of time shown below:

Five Percent (5%) remaining parcel area within one (1) year from the date of this Agreement.

Fifteen Percent (15%) remaining parcel area within two (2) years from the date of this Agreement.

Twenty-five Percent (25%) remaining parcel area within three (3) years from the date of this Agreement.

Fifty Percent (50%) remaining

parcel area within four (4) years from the date of this Agreement.

One Hundred Percent (100%) remaining parcel area within five (5) years from the date of this Agreement.

Conveyance shall be made at the office of the Mayor of the City of Columbus, Ohio, located in Room 232, City Hall, Columbus, and the Redeveloper hereby agrees to accept such conveyance and to pay the City of Columbus, at the time and place agreed upon, the Purchase Price in full in the form of cash.

104. (a) The Redeveloper may substitute for all or a portion of the deposit now held by the City a Certificate of Deposit in equal amount in a depository satisfactory to the City, accompanied by a disbursement agreement to the order of the City, satisfactory to the City, and approved by the City Attorney, which deposit or certificate accompanied by said disbursement agreement shall be retained by the City, without obligation to pay interest thereon, until such time as the improvements contemplated by this Agreement are satisfactorily completed, subject however to the refunding of a pro-rata portion thereof as hereinafter provided.

(b) The Redeveloper shall have the right and option to furnish to the City, with respect to any parcel being released to Redeveloper either:

1. A satisfactory performance guarantee in the form of a faithful performance surety bond conditioned upon completion of the improvements to be made on such parcel and satisfactory compliance with all of the other covenants and conditions set forth in this agreement with respect to such parcel. The same shall be in an amount not less than five percent (5%) of the Release Price of the respective parcel, issued by a corporate surety listed in the current U. S. Treasury Department Circular 570 and within the underwriting limits specified for such surety, or

2. A copy, certified by Redeveloper to be true and correct, of the commitment or commitments obtained by Redeveloper for the mortgage loan or loans to assist in financing the construction of improvements, evidence satisfactory to the City that the interim mortgage loan to assist in financing the construction of the improvements has been initially closed, a copy, certified by Redeveloper to be true and correct, of the contract between Redeveloper and the general contractor for construction of improvements, together with a copy, certified by Redeveloper to be true and correct, of the contract bond provided by the general contractor in connection with the contract for the construction of the improvements, which contract bond shall be in a penal sum equal to not less than ten (10) per cent of the contract price under the construction contract.

In the event the Redeveloper exercises either right under subclause (1) or (2) above, the City shall thereupon apply all or a part of the deposit previously given toward the Release Price of the tract or portion of a tract requested by and released to it. In this event the part of the total deposit to be applied to the Release Price will be computed on a pro-rata basis of the entire deposit in the same proportion that the Release Price of the specific tract or portion of tract bears to the total Purchase Price agreed to above.

(c) In the event that the Redeveloper shall not have exercised the options hereinabove provided, then portions of the deposit shall be returned to the Redeveloper as improvements are completed and upon the City's furnishing the Certificate of Completion provided for in Paragraph 401 herein. The portion to be so returned shall be that proportion of the deposit which the Release

Price of the part completed bears to the Purchase Price of the Property.

105. Upon payment of the Release Price by cash or by application of the Deposit in the manner aforesaid or a combination of the two, the City shall convey the parcel or portions of the parcel requested to the Redeveloper by quit claim deed. Such conveyance and title shall, in addition to all other conditions, covenants, and restrictions set forth or referred to elsewhere in the Agreement, be subject to easements of record for public streets, sewer and water utilities, and such other easements or rights of way as are designated approximately in the Redevelopment Plan and in the maps and plans which comprise a part of the contract documents.

106. The City of Columbus will pay all assessments which constitute a lien on the area conveyed as of the date of conveyance. Real estate taxes which are a lien shall be pro-rated up to and including the date of closing. The cost of all Federal Documentary Stamps shall be paid for by the Redeveloper.

107. Prior to any closing of sale and purchase pursuant to this Agreement, the City will furnish boundary surveys and descriptions for each parcel to be conveyed, prepared by a registered surveyor. Where less than an entire parcel (as shown on the Disposition Map in "Exhibit A" attached hereto) is to be conveyed, the survey and description for such part of the parcel as is to be conveyed shall be furnished by the Redeveloper at the time the request release is made.

108. Simultaneously with delivery of the deed, the City will provide at its own expense an Owner's Title Insurance Policy in a reputable title insurance company insuring in the Redeveloper, in the amount of the release price of the area conveyed, good and merchantable title in fee simple, free and clear of all liens, encumbrances, conditions, easements and restrictions except those expressly created or permitted by the Redevelopment Plan and this Agreement.

109. If the City shall be unable to convey to the Redeveloper the quality of title, or to furnish the insurance policy insuring the same, in accordance with the provisions of Paragraph 108 above within a reasonable time, not to exceed ninety (90) days, from receipt by the City of the Redeveloper's request for conveyance of any of the Property to it, the Redeveloper shall then have an additional period of time within which to purchase such Property equal to the time required by the City from and after the expiration of said 90-day period to clear the title to the land or to cure such other defects so as to permit and effect compliance with said Paragraph 108, provided, however, if the City shall be unable to so comply within two (2) years from the receipt of such request for conveyance, then the Redeveloper shall then have and is hereby granted the option to terminate its obligations to purchase and to improve that portion of the property so requested and shall thereupon be entitled to a refund of that pro-rata portion of the Deposit now held by the City and applicable to such property as determined in accordance with the provisions of Paragraph 104 hereof. In the event of such termination, which shall be made by the Redeveloper in writing delivered to the City within thirty (30) days after the expiration of the two-year period above referred to, such property and its release value shall nonetheless be included in any determination of the Redeveloper's performance of its obligation to request the release of conveyance of land as provided in Paragraph 103 hereof.

#### Sec. II. Preparation of Land for Redevelopment

201. The City shall, prior to con-

veyance of the Property and without expense to the Redeveloper, prepare the Property for purposes of the redevelopment thereof by the Redeveloper. Such preparations shall include but not be limited to the following:

(a) The demolition and removal to grade of all existing buildings, structures, and obstructions on the Property, including the removal of any debris resulting from such demolition;

(b) The removal (by the City or by appropriate public bodies or public utility companies) of all paving (including curbs and gutters), sidewalks, and utility lines, installations, facilities, and related equipment, within or on the Property which are to be eliminated or removed pursuant to the Redevelopment Plan;

(c) Such filling and grading and leveling of the land (but not including top soil or landscaping) as shall be necessary to make it ready for construction of the improvements to be made thereon by the Redeveloper, it being intended that such filling, grading, and leveling conform generally to the respective surface elevations of the land prior to the demolition of the buildings and structures thereon. All expenses (including current taxes, if any) relating to buildings or structures demolished or to be demolished shall be borne by, and any income or salvage received from such building or structures shall belong to, the City.

202. The City shall, without expense to the Redeveloper or public assessment against the Property make certain site improvements as provided in the Redevelopment Plan and as set forth in Exhibit "B" a copy of which is attached hereto, such site improvements shall be coordinated with the progress schedule of the Redeveloper in such manner as will enable the Redeveloper to proceed with the Improvements contemplated by this Agreement without delay and shall include, but without limiting thereto, the following:

(a) The paving and improving, in accordance with the usual technical specifications and standards of the City, of such streets (including the installations of gutters, curbs, and catchbasins, street lighting and sidewalks and the removal of trees and shrubs) in such public rights-of-way, as are to be provided pursuant to the Redevelopment Plan, and the aforesaid Exhibit "B".

(b) The installation and relocation of such sewers, drains, water and gas distribution lines, and electric, telephone and telegraph installations (exclusive in each case of house or building service lines), as are to be installed or relocated pursuant to the Redevelopment Plan, and the aforesaid Exhibit "B".

(c) The vacating of present streets, alleys, other public rights-of-way, and plats, and the dedication of new streets, alleys and other public rights-of-way, in the Project Area, and the rezoning of such Area, in accordance with the Redevelopment Plan, and the aforesaid Exhibit "B".

The Redeveloper will, upon request by the City, subscribe to and join with the City in any petitions and proceedings required for such vacations, dedications, and rezoning. At any time when the City is in default in meeting the schedule set forth above (unless such default is caused by unforeseen circumstances, including strikes, public commotion, acts of God or other causes beyond the control of the City), the Redeveloper may notify the City that unless such default is corrected within 90 days of such notice, the Redeveloper will elect to terminate its obligations to further develop the parcel or parcels of land in the Redevelopment Site with respect to which such default occurs, as required by Section 301 of this Agreement. The City shall have 90

days additional thereafter within which to exercise an option to purchase back from the Redeveloper such parcel or parcels of land, subject to any mortgage or mortgages thereon, theretofore purchased by the Redeveloper, at a price equal to the fair cost, to the Redeveloper thereof and of any Improvements made thereon by the Redeveloper, which price shall be applied to the payment or reduction of any such mortgage or mortgages with the limitation, however, that the City will pay no more than that paid by the Redeveloper for the land plus the cost of any preparation for or Improvements thereon. For the determination of this cost, the Redeveloper agrees to open his books to representatives of the City. The City's obligation to complete its site improvements shall be limited to the proceeds, lawfully available to the City for such purposes, of any loan, borrowings secured only by an obligation to make a loan, or grant, if no loan has been made, from the United States of America, or any agency thereof, to the City pursuant to the Housing Act of 1949, as amended, for the City's Market-Mohawk Urban Renewal Project, of which the Development Site is a part. Notwithstanding the foregoing provisions of this Paragraph, the obligations of the City contained in this Paragraph do not and shall not constitute general obligations of the City. The general credit and taxing powers of the City are not pledged to the payment of such obligations or any part thereof, and said obligations are limited to making payments from the proceeds described above.

203. The Redeveloper covenants that with respect to land which it owns in the Project Area, it will not authorize or permit the installation of electrical distribution or transmission facilities or service lines on such land, nor grant any easement for such purpose, without the prior written approval of the City so long as the Redeveloper continues to own such land.

#### Sec. III Construction of Improvements

301. Plans and specifications and all work by the Redeveloper with respect to the redevelopment of the Property and the construction of improvements thereon shall be in conformity with the Redevelopment Plan and this Agreement, and all applicable State and Local laws and regulations. As promptly as possible after conveyance of a portion of the Property in accordance with Paragraph 103, and, in any event, no later than 30 days after said conveyance, the Redeveloper shall submit to the City, for approval by the City, plans (herein called "The Construction Plans") with respect to the Improvements to be constructed by the Redeveloper on the portion of the property, so conveyed, in sufficient completeness and detail to show that such improvements and the construction thereof will be in accordance with the provisions of the Redevelopment Plan. The City shall, if such Construction Plans conform with the provisions of the Redevelopment Plan, formally approve such Plans and no further filing by the Redeveloper or approval by the City thereof shall be required. Such Plans shall, in any event, be deemed approved unless formal rejection thereof by the City, in full or in part, setting forth in detail the reasons therefor, shall be made within 30 days after their submission to the City. If the City rejects the Construction Plans in whole or in part as not being in conformity with the Redevelopment Plan, the Redeveloper shall submit new or corrected Plans which are in conformity with the Redevelopment Plan, within 30 days after written notification to it of the rejection, and the provisions of this section relating to approval, rejection, and resubmission of corrected Construction Plans hereinabove provided with respect to the original

Construction Plans shall continue to apply until the Construction Plans have been approved by the City: Provided, that in any event the Redeveloper shall submit satisfactory Construction Plans on that portion of the Property, to be developed no later than 30 days after the conveyance to Redeveloper. The term "Improvements", as used in this Agreement, shall be deemed to have reference to the improvements as provided and specified in the Construction Plans as so approved and shall include, but not be limited to, streets, drives, buildings, walks, paved areas and planting areas.

302. The Redeveloper agrees for itself, and its successors and assigns to or of the Property or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and such successors and assigns, that the Redeveloper, and such successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment portion of the Property conveyed through the construction of the improvements thereon, and that such construction shall be completed within 18 months, from date of conveyance thereof by the City, unless a different period of time shall have been agreed to by the City in advance of the delivery of such deed. Provided, that if a mortgage securing money loaned to finance the improvements, or any part thereof, is insured by the Federal Housing Administration, then the aforesaid completion time shall not apply, but instead the construction of such improvements or part thereof shall be completed within the time specified in the applicable Building Loan Agreement approved by the Federal Housing Administration: Provided further, that the construction of such improvements or part thereof as are subject to the foregoing proviso shall in any event be completed within four years from the date of execution of such Building Loan Agreement. It is intended and agreed, and the Deed shall so expressly provide, that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement itself be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City against the Redeveloper and its successors and assigns to or of the Property or any part thereof of any interest therein.

303. Subsequent to conveyance of the Property or any part thereof to the Redeveloper, and until construction of the Improvements has been completed, the Redeveloper shall make, in such detail as may reasonably be required by the City, a report in writing to the City every 3 months as to the actual progress of the Redeveloper with respect to such construction. During such period also, the work of the Redeveloper shall be subject to inspection by representatives of the City and the Redeveloper may require periodic inspections by the City for the purpose of obtaining approval to the work then performed and in place.

304. Prior to delivery of possession of any portion of the Property to the Redeveloper, the City shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the Agreement; and, subsequent to such delivery, the Redeveloper shall permit access to the Property to the City and the United States of America whenever and to the extent necessary to carry out the purposes of this and other sections or provisions of the Agreement, and the Contract for Loan and Capital Grant between the United States of America and the

City referred to in the recitals of this Agreement. In neither case shall there be any compensation payable or charge made in any form by or to either party for any such access.

305. The City agrees that upon request of the Redeveloper, it will furnish certificates signed by the Director of Urban Renewal upon which the Redeveloper and any person dealing with the Redeveloper, including a mortgagee, shall be entitled to rely to the effect that the plans and specifications contemplated by this paragraph have been submitted to and approved by the City and that the same meet the requirements of the Redevelopment Plan and this Agreement.

306. In the event the Redeveloper shall, after preparation of Construction Plans satisfactory to the City, furnish satisfactory evidence that it has been unable, after and despite diligent effort for a period of at least 60 days after approval by the City of the Construction Plans, to obtain mortgage financing for the construction of the Improvements on any portion of the Property conveyed to the Redeveloper by the City on a basis and on terms that would generally be considered satisfactory by builders or contractors for improvements of the nature and type provided in such Construction Plans, and the Redeveloper shall, after having submitted such evidence and if so requested by the City, continue to make diligent efforts to obtain such financing for a period of 60 days after such request, but without success, then this Agreement shall, at the option of the Redeveloper be canceled as to that portion of the property so conveyed to the Redeveloper and the City shall refund to the Redeveloper, without interest, all payments made on account of the release price as to such portion, together with the pro-rata portion of the deposit applicable to such Property in accordance with the provisions of Paragraph 104 hereof. In such event, and if such portion of the Property has been released to the Redeveloper, the same shall be re-conveyed to the City by special warranty deed.

#### Sec. IV. Completion of Improvements

401. Promptly after completion of the Improvements upon land comprising any single deed given by the City in accordance with the provisions of this Agreement, the City will furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the City shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligation of the Redeveloper, and its successors and assigns to construct the Improvements and the dates for the beginning and completion thereof and of Redevelopers compliance with the Redevelopment Plan and this Agreement with respect to such Property. Provided, that if a mortgage securing money loaned to finance the improvements, or any part thereof, is insured by the Federal Housing Administration, then such certification and such determination shall only be withheld because of failure to carry out specific requirements of the Redevelopment Plan or complete construction insofar as it is governed by the specific requirements of the Redevelopment Plan: Provided further, that such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Redeveloper to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the improvements, or any part thereof. In the case of Improvements other than for residential use however, such certification of completion shall upon request by the Redeveloper be furnished for any

portion of the land area in the Project upon completion in accordance with the Redevelopment Plan.

402. All certification provided for in this section shall be in such form as will enable them to be recorded with the Franklin County Recorder, Franklin County, Ohio. If the City shall refuse or fail to provide any certification in accordance with the provisions of this section, the City shall, within 90 days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the Provisions of this Agreement or is otherwise in default and what measures or acts it will be necessary, in the opinion of the City, for the Redeveloper to take or perform in order to obtain such certification.

#### Sec. V. Restrictions and Land Uses

501. There is attached to this Agreement and marked "Exhibit A" and made a part hereof, an instrument called the "Urban Renewal Plan as Amended" which specifies the land use provisions, building requirements and the Redeveloper's obligations with respect to Property which is the subject of this Agreement. The same shall be duly recorded by the City of Columbus in the office of the Recorder for Franklin County, Ohio, either in its present form or in the form of a Declaration of Restrictions and all deeds given hereunder shall be made subject thereto.

502. The Redeveloper agrees for itself, and its successors and assigns to or of the Property or any part thereof, and the Deed shall contain covenants running with the land, on the part of the Redeveloper for itself, and such successors and assigns, that the Redeveloper, and such successors and assigns, shall:

- (1) Devote the Property to, and only to and in accordance with the uses specified in the Redevelopment Plan, as hereafter amended and extended from time to time; and
- (2) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental or in the use or occupancy of the property or any improvements erected or to be erected thereon, or any part thereof; and
- (3) Not effect or execute any agreement, lease, conveyance, or other instrument whereby the property or any part thereof is restricted upon the basis of race, religion, color or national origin in the sale, lease or occupancy thereof; and
- (4) Comply with all State and local laws in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease or occupancy of the property.

503. The Redeveloper further agrees to abide by and apply the controls and restrictions of the Urban Renewal Plan (which is attached hereto as Exhibit "A") to the land within the project area presently owned by it and to redevelop same in accordance with the uses specified within the Redevelopment Plan.

504. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Paragraphs 502, 503, 504 and 505 herein shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the City, and any successor in interest to the Redeveloper of the Property or any part thereof, and the owner of any other land or of any interest in such land in the Project Area which is subject to the land use require-

ments and restrictions of the Redevelopment Plan, against the Redeveloper, its successors and assigns to or of the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the Agreement and covenant provided in Paragraphs 502(1) and 503 shall remain in effect until January 1, 1989, at which time such Agreement and covenant may be abrogated by petition to and acceptance by City Council of a favorable vote of the then owners of the majority of the area affected by said abrogation, and that provided in Paragraph 502 clauses (2), (3) and (4) shall remain in effect without limitation as to time: Provided, that such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest or assign, and each party in possession or occupancy, respectively, only for such period as it shall have title to or an interest in or possession or occupancy of the Property or part thereof.

505. In amplification, and not in restriction, of the provisions of the preceding subsection, it is intended and agreed that the City shall be deemed a beneficiary of the agreements and covenants provided in Paragraph 502 of this section both for and in its own right and also for the purpose of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the City, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

506. With respect to the Disposal Parcels which are a part of the Project Area described on the Disposition Map of "Exhibit A", attached hereto, and which are not a part of the Property to be acquired by the Redeveloper herein, the City agrees to take the necessary steps to assure that such tracts shall be restricted to the land uses provided for in respect thereto in the Disposition Map of said "Exhibit A", during the duration of the Redevelopment Plan.

507. Notwithstanding any provision contained in the Redevelopment Plan, Exhibit A attached hereto, relating to modification or amendment thereof, and except for such amendments as are made by the City in the exercise of its powers under the Constitution and Laws of Ohio and its Charter, no amendment or modification which affects premises conveyed pursuant hereto may be made to said Redevelopment Plan without consent of:

(a) The Federal Housing Administration in the event that the Federal Housing Administration has any interest in the premises so affected as mortgage loan insurer or in any manner incident to or resulting from such insurance;

(b) The holder of any outstanding mortgage against the premises so affected; and

(c) Any owner, including the Redeveloper, of the premises so affected and conveyed as of the time of such modification or amendment; and

(d) The Redeveloper with respect to premises so affected and not as of then conveyed pursuant

to this Agreement; provided, however, that the right reserved to the City in this Paragraph to amend the Redevelopment Plan with respect to premises conveyed pursuant hereto without the consent of the holder of any outstanding mortgage against such premises and the consent of the Redeveloper or owner of such premises shall not relieve the City of any obligation it may have to pay compensation or damages to the holder of such mortgage or the owner of such premises as their interest may appear in the event such amendment constitutes the taking of all of or a portion of such premises or impairs the value of such premises as improved or to be improved pursuant to the Redevelopment Plan and this Agreement.

#### Sec. VI. Assignment and anti-Speculation Provisions

601. The Redeveloper represents and agrees that its purchase of the Property and its other undertakings pursuant to this Agreement, are, and will be used, for the purpose of redevelopment of the Property and not for speculation in land holding. The Redeveloper further recognizes that, in view of:

(a) The importance of the redevelopment of the Property to the general welfare of the community;

(b) The substantial subsidy and other public aids that have been made available by law and by the Federal and local Governments for the purpose of making such redevelopment possible; and

(c) The fact that a transfer of the stock in the Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such stock or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, is for practical purposes a transfer or disposition of the property then owned by the Redeveloper; the qualifications and identity of the Redeveloper, or its stockholders, are of particular concern to the community and the City.

The Redeveloper further recognizes that it is because of such qualifications and identity, that the City is entering into this Agreement with the Redeveloper, and, in so doing, is further willing to accept and rely on the obligation of the Redeveloper for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition any surety bond or similar undertaking.

602. For the foregoing reasons, the Redeveloper represents and agrees for itself, its stockholders, and any successor in interest of itself and its stockholders that prior to completion of the improvements as certified by the City, there shall be no transfer by any party owning 10 percent or more of the stock in the Redeveloper (which term shall be deemed for the purposes of this and related provisions to include successors in interest) of such stock or any part thereof or interest therein, except upon testate or intestate succession, nor shall any such owner suffer any such transfer to be made without the approval of the City; nor shall there, without such approval, be or be suffered to be by the Redeveloper or by any owner of stock therein, any other similarly significant change in the ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of additional or new stock or classification of stock, or otherwise. With respect to this provision, the Redeveloper and the parties signing this Agreement on behalf of the Redeveloper represent that they have the authority of all of its existing

stockholders to agree to this provision on their behalf and to bind them with respect thereto, that except only:

(a) by way of security for, and only for, the purpose of obtaining financing necessary to enable the Redeveloper or its successor in interest to perform its obligations with respect to making the improvements under this Agreement (which exception shall include an assignment to a mortgagee of the Redeveloper's rights to alter, amend or terminate this Agreement),

(b) and as to any individual parts or parcels of the Property on which the improvements to be constructed thereon have been completed and which by the terms of this Agreement, the Redeveloper is authorized to convey or lease as such improvements are completed,

the Redeveloper (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the improvements as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, without the prior written approval of the City. Notwithstanding the foregoing, however, nothing in this Paragraph shall preclude the Redeveloper or its successor in interest from entering into and executing instruments of lease of space in the buildings proposed to be constructed upon the parcels in the Redevelopment Site, provided that occupancy by tenants under such leases shall not commence prior to the issuance by the City of the Certification of Completion with respect to such parcels as hereinbefore provided. The City shall be entitled to require as conditions to any approval required by this Section that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper (or, in the event the transfer is or relates to part of the Property, such obligations to the extent that they relate to such part);

(2) Any proposed transferee, by instrument in writing, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Redeveloper under this Agreement and to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions, and restrictions to the extent that they relate to such part); provided that the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agree, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to ownership in, the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or

with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the Improvements that the City would have had, had there been no such transfer or change.

(3) There has been submitted to the City for review, and the City has approved, all instruments and other legal documents involved in effecting transfer.

(4) The consideration paid or payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the Redeveloper of the Property (or allocable to the part thereof or interest therein transferred) and the Improvements, if any, theretofore made thereon by it; it being the intent of this provision to preclude assignment of this Agreement or transfer of the Property, or any parts thereof, for profit prior to the completion of the Improvements on the Property, transfer of which is in question, and to provide that in the event any such assignment or transfer is made (and is not cancelled), the City shall be entitled to increase the Purchase Price to the Redeveloper of the Property provided in Section 1 of this Agreement by the amount that the consideration paid or payable for the assignment or transfer is in excess of the amount authorized in this subsection, and such consideration shall, to the extent it is in excess of the amount so authorized, belong and be paid to the City.

(5) The Redeveloper and its transferee shall comply with such other conditions as the City may find desirable in order to achieve and safeguard the purposes of the City in carrying out the project development.

Provided that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto or in any way to operate as a novation.

603. In order to assist in the effectuation of the purposes of this section and the statutory objectives generally, the Redeveloper agrees that during the period between execution of this Agreement and completion of the Improvements as certified by the City:

(a) The Redeveloper will promptly notify the City of any and all changes whatsoever in the ownership of stock, legal or beneficial, or of any other act or transaction involving or resulting in any change in the ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information, and,

(b) The Redeveloper shall, at such time or times as the City may request, furnish the City with a complete statement, subscribed and sworn to by the proper officer of the Redeveloper, setting forth all of the stockholders of the Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial interest in such stock their names and the extent of such interest, all as determined or indicated by the records of the Redeveloper, by specific inquiry made by the proper officer of all parties who on the basis of the records of the Redeveloper own 10 percent or more of the stock in the Redeveloper, and by such other knowledge or information as the proper officer shall have. Such lists, data, and information shall in any event be furnished to the City immediately prior to the

delivery of the Deed to the Redeveloper and as a condition precedent thereto, and annually thereafter on the anniversary of the date of the Deed.

#### Sec. VII. Mortgage Financing; Rights of Mortgagees

701. Prior to the completion of the Improvements as certified by the City, neither the Redeveloper or any successors in interest to the Property, or any part thereof, shall engage in any financing or any other transactions creating any mortgage or other encumbrance or lien upon the property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or to attach to the property, except (a) funds to the extent necessary for making the Improvements and (b) additional funds in an amount not to exceed the purchase price of the Property paid by the Redeveloper to the City.

702. The Redeveloper further agrees to notify the City in advance of any mortgage financing proposed to be entered into by the Redeveloper with respect to the Property or any part thereof and in any event to notify the City of any encumbrance or lien that has been created on or attached to the Property or any part thereof, whether by voluntary act of the Redeveloper or otherwise. For the purpose of such mortgage financing as may be made pursuant to this Agreement, the Property may, at the option of the Redeveloper, be divided into one or more parts thereof and subjected to separate mortgages, provided that such division is not inconsistent with the purposes of the Redevelopment Plan or this Agreement. Upon the request of the Redeveloper, the Director of Urban Renewal shall issue to any proposed mortgagee a certificate upon which such mortgagee shall be entitled to reply to the effect that the City has been notified of the proposed mortgage financing, that the City has no objections thereto or that the City has objections thereto, detailing such objections, and that, the division, if any, of the Property which is the subject of this Agreement for the purpose of such mortgage financing is not inconsistent with the purposes of the Redevelopment Plan or of this Agreement, or that such division is so inconsistent, detailing the inconsistencies.

703. Notwithstanding any of the provisions of this Agreement, including but not limited to those representing covenants running with the land, no mortgagee authorized by this Agreement, (including any such mortgagee who obtains title to the Property or any part thereof as a result of foreclosure proceedings or action in lieu thereof, but not including (1) any other party who thereafter obtains title to the property or such part from or through such holder or (2) any other purchaser at foreclosure sale other than the holder of the mortgage itself), shall in any wise be obligated by the provisions of this Agreement to construct or complete the Improvements, or to guarantee such construction or completion; nor shall any covenants or other provisions in any Deed delivered under this Agreement be construed to so obligate such mortgagee; provided, however that nothing in this Section or any other section or provisions of this Agreement shall be deemed or construed to permit or authorize any mortgagee to devote the Property, or any part thereof, to any uses or to construct any Improvements thereon other than those uses or improvements provided for or authorized in the Redevelopment Plan, as hereafter amended from time to time, and in this Agreement.

704. Whenever the City shall deliver any notice to or make any demand on the Redeveloper with respect to any breach or default by the Redeveloper in its obligations or covenants under this Agreement,

the City shall at the same time deliver to each mortgagee a copy of such Notice or Demand, and each mortgagee shall (insofar as the rights of the City are concerned) have the right, at its option to cure or remedy such breach or default (or such breach or default to the extent it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage. The option of such mortgagee to cure such default shall expire within a reasonable time (determined in the light of circumstances then existing and including such time as may be reasonably required for the mortgagee, in the exercise of reasonable diligence, to enter into or acquire possession and to commence and complete the curing of any such default) after the expiration of the grace periods provided for the Redeveloper in this Agreement. Provided, however, that if the breach or default of the Redeveloper is with respect to construction of the Improvements, nothing contained in this Section or any other section or provision of this Agreement shall be deemed to permit or authorize such mortgagee, either before or after foreclosure, to undertake or continue the construction or completion of said Improvements (beyond the extent necessary to conserve or protect improvements of construction already made) without first having expressly assumed the obligation of the Redeveloper by written agreement satisfactory to the City, to complete, in the manner provided for in this Agreement, the Improvements on the Property or part thereof to which the lien or title of such mortgagee relates, and without first having submitted evidence, satisfactory to the City, that it has sufficient qualifications and financial responsibility necessary to perform such obligations. Any such holder who shall properly complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to the City, to a certification or certifications by the City to such effect in the manner provided in Section IV of this Agreement, and any such certification shall, if so requested by such holder, mean and provide that any remedies or rights with respect to recapture of title to the Property that the City shall have or be entitled to because of failure of the Redeveloper or any successor in interest to cure or remedy any default with respect to the construction of the Improvements on other parts or parcels of the Property, or because of any other default in or breach of this Agreement by the Redeveloper or successor in interest, shall not apply to the part or parcel of the Property to which such certification relates.

705. In any case where, subsequent to default by the Redeveloper or successors in interest under this Agreement the holder of any mortgage on the Property or part thereof has but does not exercise, the option to construct or to complete the Improvements relating to the Property, or the part thereof covered by its mortgage, or to which it has obtained title, or does exercise its option to construct or complete the Improvements but does not complete them within such period as shall have been agreed upon by the City and the mortgagee (which shall in no event be less than the period prescribed with respect to the Redeveloper) the City shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by the Redeveloper or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of such debt and of the mortgage, or, in the event ownership of the Property (or part thereof, has vested in such holder by way of fore-

closure or a action in lieu thereof, the City shall be entitled, as its option, to a conveyance to it of the Property or part thereof upon payment to such holder of an amount equal to the sum of: (1) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals received during foreclosure proceedings); (2) all expenses with respect to the foreclosure; (3) the net expenses, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (4) the costs of any improvements made by such holder; and (5) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

The option provided for the City in this Paragraph shall expire within a reasonable time (determined in the light of the circumstances then existing), but not exceeding six months, after either the expiration of the mortgagee's option or the expiration of any period which may be agreed upon for the completion of the improvements by the mortgagee, as the case may be.

706. In the event of a default or breach prior to the completion of the improvements by the Redeveloper or any successor in interest in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or Part thereof, the City may at its option cure such default or breach, in which case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, to reimbursement from the Redeveloper or successor in interest of all cost and expenses incurred by the City in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement, provided that any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by this Agreement and executed for the sole purpose of obtaining funds to construct the improvement and for any other purpose specified in Paragraphs 701 and 702.

707. For the purpose of this and other sections of the Agreement, the term "holder" in reference to a mortgage shall be deemed to include any insurer or guarantor of any obligation or condition secured by such mortgage, including but not limited to the Federal Housing Commissioner, the Administrator of Veterans Affairs, and any successor in office of either such official.

708. Nothing in this Agreement shall prevent the imposition of further restrictions and requirements upon the Redeveloper by any mortgagee, or by the Federal Housing Administration relative to obtaining mortgage financing from any mortgagee, except that such further restrictions and requirements shall not relate to land not a part or subject of a mortgage given any such mortgagee; provided further, however, that such further restrictions and requirements shall not relieve the Redeveloper of complying with any of the terms of this Agreement.

#### Sec. VIII. Remedies

801. In the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party thereto or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within

60 days after receipt of such notice. In case such action is not taken or diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations, and in the case of the City, the right to apply the Deposit to and in payment of the damages suffered by it, or by the City (in the form of loss of tax revenues from the Property or the anticipated improvements thereon, or otherwise), as a result of the default or breach.

802. In the event that:

(a) Prior to conveyance of any of the Property to the Redeveloper and in violation of this Agreement: (1) the Redeveloper (or any successor in interest) assigns or attempts to assign this Agreement or any rights therein or in the Property, or

(2) there is any change in the ownership or distribution of the stock of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof; or

(3) the Redeveloper does not submit Construction Plans, or (except as excused under Paragraph 306) evidence that it has the necessary equity capital and mortgage financing, in satisfactory form and in the manner and by the dates respectively provided in this Agreement therefor, or the Redeveloper does not pay the Purchase Price for, and take title to, the Property upon proper proffer of conveyance by the City pursuant to this Agreement, and any such default or failure shall not be cured within 60 days after written demand by the City;

then this Agreement, and any rights of the Redeveloper, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City or the Property, shall, at the option of the City, be terminated by the City, in which event the Deposit shall be retained by the City as liquidated damages and as its property without any deduction, offset, or recoupment whatsoever, and neither the Redeveloper (or assignee or transferee) nor the City shall have any further rights against or liability to the other under this Agreement.

803. (a) In the event that subsequent to conveyance of the Property or any part thereof to the Redeveloper and prior to completion of the improvements as certified by the City:

(1) the Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the construction of the improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default or violation, abandonment, or suspension shall not be cured, ended, or remedied within 3 months (6 months, if the default is with respect to the date for completion of the improvements) after written demand by the City so to do; or

(2) the Redeveloper (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materials' or mechanics' lien or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged, or provision satisfactory to the City made for such payment, removal, or discharge, within 60 days after written demand by the City so to do; or

(3) there is, in violation of this Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of the Redeveloper, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within 30 days after written demand by the City to the Redeveloper; then the City shall have the right to require, and the Redeveloper so agrees, to reconvey to the City the Property or portion thereof with respect to which any such default has occurred and has not been cured as aforesaid. Such reconveyance shall be by quit claim deed without charge or expense to the City, shall include the land and any improvements thereon, subject, however, to such liens or encumbrances as shall have been created or imposed by the City or shall have resulted from bona fide financing of the construction of improvements and from mechanics' and materialmen's liens resulting from such construction; Provided, that any such reconveyance to the City:

(i) Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (1) the lien of any mortgage authorized by this Agreement and executed for the sole purpose of obtaining funds to construct the improvements and for any other purpose specified in Paragraphs 701 and 702 and (2) any rights or interests provided in this Agreement for the protection of the holders of such mortgages; and

(ii) Shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) with respect to which there has been no default under the terms of this Agreement or on which the improvements to be constructed thereon have been completed and which have, pursuant to authorization contained in this Agreement, been sold or leased to other parties.

The City shall further have the right to retain in addition the Deposit as its property without any deduction, offset, or recoupment whatsoever.

(b) In the event that title to the Property or part thereof shall be reconveyed to the City in accordance with the provision of this Section VIII the City shall, pursuant to its responsibilities under the applicable laws and ordinances, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as hereinbefore in subsection (a) set forth and provided) as soon and in such manner as the City shall find feasible and consistent with the objectives of such Laws and Ordinances, and of the Redevelopment Plan as hereafter amended from time to time, to a qualified and responsible party or parties (as determined by the City) who will assume the obligation of making or completing the improvements or such other improvements in their stead as shall be satisfactory to the City and in accordance with the uses specified in the Redevelopment Plan, as hereafter amended from time to time. Upon such resale of the Property, the proceeds thereof shall be applied: first, to reimburse the City, on its own behalf, for all costs and expenses incurred by the City, including but not limited to salaries of personnel, in connection with the recapture, management and resale of the Property or part thereof (but less any income derived by the City from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City, an amount equal to such taxes, assessments, or charges (as deter-

mined by the County assessing official) as would have been payable if the Property were not so exempt; any payments made or necessary to be made to discharge any encumbrance or liens existing on the Property or part thereof at the time of revesting of title thereto in the City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the City by the Redeveloper and its successors or transferee; and

second, to reimburse the Redeveloper, its successor or transferee up to the amount equal to (1) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in making any of the improvements on the Property or part thereof, less (2) any gains or income withdrawn or made by it from this Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the City as its property.

804. For the purposes of any of the provisions of this Agreement, neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its faults or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay: Provided, That the party seeking the benefit of the provisions of this section shall, within a reasonable time after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

805. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party or any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

806. The Redeveloper, for itself and its successors and assigns, and all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise, or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

#### Sec. IX. Miscellaneous Provisions

901. The parties acknowledge that the Purchase Price set forth herein may or may not reflect proper reuse appraisal prices, depending inter alia upon whether or not the soil conditions of any parcels are reasonably satisfactory for the construction of the nature and type of Improvements contemplated on such parcel. Accordingly, the parties agree that if before or after conveyance of any part of the Property but before the construction thereon the Redeveloper's engineer finds soil conditions are not reasonably satisfactory for the construction of the nature and type of Improvements contemplated on a particular parcel, in view of the nature and type of construction planned with respect thereto, the Redeveloper shall immediately notify the City. The City may thereupon employ such engineers as it deems necessary to determine soil conditions after notification by the Redeveloper of the findings of its engineer. In the event the Redeveloper's engineer and the City's engineer disagree as to whether soil conditions are reasonably satisfactory for the construction of the contemplated Improvements, a third engineer mutually agreeable to the Redeveloper and City shall be employed and his findings shall be binding upon both parties as to the soil conditions. If the City employs no engineer within forty-five (45) days after notification by the Redeveloper of the findings of its engineer, or if the findings of the City's engineer or that of the third engineer, as the case may be, are that soil conditions are not reasonably satisfactory for the construction of the nature and type of Improvements contemplated, in view of the nature and type of construction planned with respect thereto, the parties agree to renegotiate the Purchase Price paid or to be paid with respect to such part of the Property. Said Purchase Price is to be renegotiated on the basis of an appraisal made by an independent appraiser selected by the City who shall determine the fair reuse appraisal price of such part of the Property as of the date of this Agreement, including in his consideration the soil conditions found as provided herein, and all parties shall be bound by the determination of such appraiser.

902. With respect to other land in the Market-Mohawk Development Site which is not specifically the subject of this Agreement, the parties understand that such other land has been informally committed by the City to other parties who have submitted bids thereon, subject, of course, to proper appraisals and finalizing of negotiations to the satisfaction of appropriate Federal and municipal agencies. Listed below are the parties along with the disposition parcel they are bidding on:

Parcel 1—Central Presbyterian Church  
Parcel 4—Grant Hospital  
Parcel 9—Holy Cross Church  
Parcel 22a—Heer Printing Company  
Parcel 22b—Heer Printing Company  
Parcel 23—Trinity Lutheran Church  
Parcel 25—Pfeifer Printing Com-

pany & Heer Printing Company. If, however, the above listed parcels are for any reason not sold by the City to the abovenamed parties within three (3) years from the date the land is available for sale, then the Redeveloper shall have and is hereby granted the first right to purchase one or more of the said parcels comprising such other land in the Development Site and to develop the same in accordance with the Redevelopment Plan for such other land adopted by the City prior to such other land being offered by the City to any other party, at what shall be determined to be the fair reuse appraisal at the time of disposition as approved by the Housing and Home Finance Agency of the Federal Government and the proper authority of the City but, in any event, not higher than the price at which the same shall be offered to any third party. The Redeveloper is also hereby granted the first right to purchase any property which is not now a part of the Project Area but which hereafter may be purchased by the City to become a part of said area. Such first rights of refusal must be exercised by the Redeveloper within ninety (90) days following notification from the City to the Redeveloper that such parcel or parcels are available for such purchase.

903. Wherever in this Agreement the City is required to give approval, certify as to completion, or take other action similarly for the benefit of the Redeveloper, such approval, certification or other action shall be given or performed by the Director of the Department of Urban Renewal who shall act for and on behalf of the City with respect to such matters.

904. The Redeveloper, for itself, and its successors and assigns, agrees that in the construction of the Improvements in accordance with the provisions of this Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the City, advising the said labor union or workers' representative of the Redeveloper's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Redeveloper will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The Redeveloper will furnish all information and reports re-

quired by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations and orders of the said Committee, or pursuant thereto, and will permit access to the Redeveloper's books, records and accounts by the City and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance; **Provided, however,** that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the term "Redeveloper" and the term "City" may be changed to reflect appropriately the name or designation of the parties to such contract, subcontract, or purchase order.

905. Any notice of communication provided for under this Agreement shall be sufficient if mailed by registered mail:

(a) To the Redeveloper at Room 700, 42 East Gay Street, Columbus 15, Ohio.

(b) To the City at the Department of Urban Renewal, City Hall Annex, Room 300, Columbus 15, Ohio.

906. All of the provisions, covenants, conditions, and obligations of this Agreement shall be binding upon and shall extend to and all rights given hereunder shall inure to the benefit of all of the successors, assigns, and transferees of the parties, and to any mortgagees to the extent of their right, title, and interest in the Property, who may succeed to the interest of the Redeveloper, unless otherwise provided.

907. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which effects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the City shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Redeveloper or successor or on

any obligations under the terms of this Agreement.

908. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the City to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

909. Any titles of the several parts and sections of this Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

910. This Agreement is executed in ..... counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been duly executed in ..... originals on the day and year first above written.

THE CITY OF COLUMBUS, OHIO

By .....

Attest:

.....

UNITED REDEVELOPMENT CORPORATION

By .....

Attest:

.....

COLUMBUS, OHIO  
URBAN RENEWAL PLAN  
As Amended  
April, 1963

EXHIBIT "A"

URBAN RENEWAL PLAN, As Amended

A. Table of Contents

- A. Table of Contents
- B. Description of the Project
- C. Land Use Plan
- D. Project Proposals
- E. Other Provisions Necessary to Meet State and Local Requirements
- F. Procedure for Changes in Approved Plan

OFFICIAL EXHIBITS TO THE  
URBAN RENEWAL PLAN

Revision Dates:

Exhibit "A" Boundary	April 1963
Description .....	April 1963
Project Boundary Map,	April 1963
U. R. P. Map No. 1 .....	April 1963
Land Use Map,	April 1963
U. R. P. Map No. 2 .....	April 1963
Land Acquisition Map,	April 1963
U. R. P. Map No. 3 .....	April 1963
Illustrative Site Plan,	April 1963
U. R. P. Map No. 4 .....	April 1963
Property Disposal Map,	April 1963
U. R. P. Map No. 5 .....	April 1963

B. Description of Project

1. **Description**  
The boundaries of the Urban Renewal Area are shown on the Project Boundary Map, U. R. P. Map No. 1, which is included as a part of the Urban Renewal Plan, as amended, and as described in the attached Exhibit "A", Boundary Description.

2. **Types of Proposed Renewal Action**

- a. Acquisition and clearance of dilapidated structures with redevelopment for integrated commercial and residential facilities as part of Downtown.
- b. The Urban Renewal Commission of the City of Columbus will acquire property, remove structures, and dispose by either selling or leasing all properties acquired by it for uses outlined in the Urban Renewal Plan, as amended, and subject to the controls and restrictions contained in said plan. The objective of the City of Columbus is that this integrated development:
  - i. Shall consist of the renewal of a part of the Central Business District to form modern regional shopping facilities to serve the population of the Columbus Metropolitan Area;
  - ii. Shall be supported by appropriate public facilities,

institutions, offices, high density housing and compatible industry;

- iii. Shall be served by the necessary network of highways, streets, public transportation, parking and public utilities. The City of Columbus will follow policies to insure that the design and construction of all developments in the Project Area contribute to these objectives and coordinate with existing uses, structures and facilities which are to remain.

C. Land Use Plan

1. Land Use Map, U. R. P. Map No. 2

a. The Land Use Map, generally indicates existing and proposed street right-of-way, Public Fire Station, Public Parking, Public Pedestrian Mall and all other planned development uses.

b. The land use plan incorporates the following development and design objectives:

- i. Economically sound redevelopment which will provide maximum return to the community;
- ii. Timing of redevelopment to provide maximum community benefit;
- iii. Architectural design, site planning and landscape design of high quality in treatment of open spaces, buildings, use of material, scale, appropriateness, functional utility, and harmonious relation to existing development;
- iv. Project Improvements

(a) Project improvements including streets, sidewalks, utility lines, street furniture — including lighting and signs, paving, will conform to high standards of design and will be coordinated to facilitate redevelopment.

(b) General nature and quality of development in design is further illustrated by the attached Site Plan. This plan is for illustrative purposes only and represents one example of how the objectives of the Urban Renewal Plan could be achieved. (See Illustrative Site Plan, U.R.P. Map No. 4)

C. 2. Land Use Provisions and Building Requirements

a. Permitted land uses for planned districts in the Urban Renewal Area are as follows:

- 1) Public and related uses.
- 2) Residential and related uses.
- 3) Commercial and related uses.
- 4) Secondary commercial and related uses.
- 5) Institutional and related uses.

The following uses shall be permitted under each land use category:

- 1) **Public and Related Uses**
  - (a) Fire Station
  - (b) Parking
  - (c) Pedestrian Mall
  - (d) Accessory Uses which are customarily incidental to the above uses.
- 2) **Residential and Related Uses**
  - (a) Multiple family dwellings
  - (b) Public service and public utility facilities
  - (c) Private recreational facilities
  - (d) Accessory Uses which are customarily incidental to the above uses.
- 3) **Commercial and Related Uses**
  - (a) Retail and service establishments to serve the entire community.

- (b) Business and professional offices
  - (c) Commercial recreational facilities
  - (d) Motels and hotels
  - (e) Administrative and governmental offices
  - (f) Public service and public utility facilities
  - (g) Bus Terminal
  - (h) Accessory Uses which are customarily incidental to the above uses.
- 4) **Secondary Commercial and Related Uses**
- (a) Wholesaling and warehousing — enclosed storage only.
  - (b) Light industrial uses of a non-noxious and non-hazardous nature.
  - (c) Office and administrative uses.
  - (d) Other uses customarily incidental to secondary commercial uses.
- 5) **Institutional and Related Uses**
- (a) Churches and related structures and facilities.
  - (b) Non-profit organizations, such as hospitals or fraternal organizations and private schools.

C. 2. b. **Additional Controls and Restrictions to be Imposed by the Plan on the Sale, Lease, or Retention of all Real Property Acquired**

The Urban Renewal Plan has set forth twenty-five areas within the project boundaries for planned unit development. These areas are identified on the Land Use Map, U.R.P. Map No. 2. The controls and restrictions to be imposed on these areas are as follows:

**Area 1**

Use: Private Parking for Institutional Uses

Special Restrictions: Shall be hard surfaced and surrounded on south, east and west side by a wall approximately four feet high constructed of brick or other approved permanent material. No other restrictions apply to this area.

**Area 2**

Use: Commercial and Related Uses

Objectives: The objective is to develop this area as an office unit.

Maximum Building Height: 300 feet

Maximum Land Coverage: 33%  
Minimum Setback: 220 feet from Third Street, 25 feet from Town Street, 10 feet from Fourth Street.

Off-street Parking: One parking space per 1,000 square feet of net office area; parking facility to be located within 1,000 feet of each individual structure.

Off-Street Loading: All loading must be provided for on site.

**Area 3**

Use: Commercial and Related Uses

Objective: The objective is to develop the area as a series of commercial office units.

Maximum Building Height: 50 feet

Maximum Land Coverage: 50%  
Minimum Setback: 25 feet from Town Street, 10 feet from Fourth Street and 10 feet from Sixth Street.

Off-Street Parking: One parking space per 1,000 square feet of net office area, parking facilities to be located within 1,000 feet of each individual structure.

Off-Street Loading: All loading must be provided for on site.

**Area 4**

Use: Institutional and Related Uses

Objective: The objective is to develop an expansion area for Grant Hospital. This area

and the area adjacent to it on its easterly side, but outside the project area will be used for the expansion of Hospital facilities.

Maximum Building Height: 50 feet

Maximum Land Coverage: 50%  
Minimum Setback: 10 feet from Sixth Street, 25 feet from Town Street.

Off-Street Parking: One parking space per 1,000 square feet of net floor area.

Off-Street Loading: All loading must be provided for on site.

**Area 5**

Use: Commercial and Related Uses

Objective: The objective is to develop commercial retail facilities in connection with related covered parking which shall serve such facilities.

Maximum Building Height: 60 feet

Maximum Land Coverage: 100%  
Minimum Setback: None

Off-Street Parking: One parking space per 500 square feet of net floor area.

Off-Street Loading: All loading must be provided for on site.

**Area 6**

Use: Commercial and Related Uses

Objective: The objective is to develop this area as a site for a hotel or motel. Uses customarily incidental and subordinate to the hotel or motel use such as restaurant, gift shop, barber and beauty shop, parking garage will also be permitted.

Maximum Building Height: 130 feet

Maximum Land Coverage: 67%  
Minimum Setback: 120 feet from Town Street

Off-Street Parking: One parking space per hotel or motel room on site or one space for 1,000 square feet of net floor area, whichever ever is higher.

Off-Street Loading: All loading must be provided for on site.

**Area 7**

Use: Commercial and Related Uses

Objective: The objective is to develop the area as a commercial office unit.

Maximum Building Height: 50 feet

Maximum Land Coverage: 75%  
Minimum Setback: 10 feet from Town Street, 10 feet from Fifth Street and 10 feet from Rich Street.

Off-Street Parking: One parking space per 1,000 square feet of net office area.

Off-Street Loading: All loading must be provided for on site.

**Area 8**

Use: Commercial and Related Uses

Objective: The objective is to develop the area as an office unit.

Maximum Building Height: 50 feet

Maximum Land Coverage: 60%  
Minimum Setback: 10 feet from Town Street, 10 feet from Fifth Street.

Off-Street Parking: One parking space per 1,000 square feet of net office area.

Off-Street Loading: All loading must be provided for on site.

**Area 9**

Use: Residential and Related Uses

Objective: The objective is to develop the area for residential use in close relationship to the buildings of the Holy Cross Church.

Maximum Density: 25 dwelling units per acre

Maximum Building Height: 35 feet

Maximum Land Coverage: 35%  
Minimum Setback: 20 feet from the northeast and south boundary of the area.

Off-Street Parking: One parking space per dwelling unit

located within 500 feet of each building.

**Area 10**

Use: Residential and Related Uses

Objective: The objective is to develop this area as high density residential area, possibly oriented to nursing home facilities or housing for the elderly.

Maximum Density: 65 dwelling units per net acre

Maximum Building Height: 220 feet

Maximum Land Coverage: 50%  
Minimum Setback: 10 feet from Rich and Town Streets

Off-Street Parking: One space for every dwelling unit within 500 feet, unless the use is for a nursing home or elderly housing in which case this requirement shall be one space for every two dwelling units.

Off-Street Loading: All loading must be provided for on site.

**Area 11**

Use: Commercial and Related Uses

Objective: The objective is to develop this area as a commercial unit or professional office unit.

Maximum Building Height: 130 feet

Maximum Land Coverage: 80%  
Minimum Setback: 10 feet from Town Street, Rich Street and Grant Avenue.

Off-Street Parking: One parking space per 1,000 square feet of net office area.

Off-Street Loading: All loading must be provided for on site.

**Area 12**

Use: Commercial and Related Uses

Objective: The objective is to develop this area for commercial users who need direct automobile access such as auto service and repairs, auto-park gasoline station, drive-in bank and commercial offices.

Maximum Building Height: 50 feet

Maximum Land Coverage: 75%  
Off-Street Parking: One parking space per 1,000 square feet of net retail floor area.

Off-Street Loading: All loading must be provided for on site.

**Area 13**

Use: Residential and Related Uses

Objective: The objective is to develop the area as a high density residential area with accessory uses such as underground parking, recreational facilities, etc.

Maximum Density: 65 dwelling units per acre

Maximum Building Height: 220 feet

Maximum Land Coverage: 20%  
Minimum Setback: 25 feet from Rich Street, 25 feet from Fifth Street, 25 feet from Main Street, 25 feet from east boundary of parcel.

Off-Street Parking: Three spaces for every four dwelling units shall be provided in an underground structure within the parcel.

Off-Street Loading: All loading must be provided for on site.

Special Restrictions: No surface parking on lot except for the temporary loading and unloading of Passengers is allowed.

**Area 14**

Use: Institutional and Related Uses

Objective: The objective is to develop this area for expansion of St. Joseph's Academy.

Maximum Building Height: 60 feet

Maximum Land Coverage: 30%  
Minimum Setback: 25 feet from Rich Street and Grant Avenue.

Off-Street Parking: One space shall be provided for each

full time non-resident employee and one space for each 100 square feet of assembly area.

Off-Street Loading: All loading must be provided for on site.

#### Area 15

Use: Residential and Related Uses

Objective: The objective is to develop this area as medium density residential area with accessory parking and recreational facilities.

Maximum Density: 25 dwelling units per acre

Maximum Building Height: 35 feet

Maximum Land Coverage: 35%

Minimum Setback: 25 feet from Grant Avenue, 20 feet from Main Street, 10 feet from Cherry Street.

Off-Street Parking: One parking space per dwelling unit within 500 feet.

#### Area 16

Use: Public Parking

#### Area 17

Use: Commercial and Related Uses

Objective: The objective is to develop as principal use a bus terminal in this area with accessory commercial retail facilities.

Maximum Building Height: 30 feet

Maximum Land Coverage: 80%

Minimum Setback: None

Off-Street Parking: None, to be served by the municipal parking facility located adjacent to this area.

Off-Street Loading: All loading must be provided for on site.

#### Area 18

Use: Public Parking

#### Area 19

Use: Commercial and Related Uses

Objective: The objective is to develop this area as a shopping and food center and other similar retail facilities.

Maximum Building Height: 30 feet

Maximum Land Coverage: 80%

Minimum Setback: None

Off-Street Parking: None

Off-Street Loading: All loading must be provided for on site.

Special Restrictions: No direct access to off-street parking or loading facilities shall be permitted from Fifth Street.

#### Area 20

Use: Residential and Related Uses

Objective: The objective is to develop the area as a low to medium density residential district with accessory parking and recreational facilities.

Maximum Density: 20 dwelling units per acre

Maximum Building Height: 35 feet

Maximum Land Coverage: 25%

Minimum Setback: 25 feet from Grant Avenue, 25 feet from Fulton Street, 25 feet from Fifth Street, 25 feet from Main Street.

Off-Street Parking: One parking space per dwelling unit on site.

Off-Street Loading: None

#### Area 21

Use: Commercial and Related Uses

Objective: The objective is to develop a bus terminal as principal use with accessory commercial retail facilities.

Maximum Building Height: 30 feet

Maximum Land Coverage: 60%

Minimum Setback: None

Off-Street Parking: None

Off-Street Loading: All loading must be provided for on site.

#### Area 22

A. Use: Secondary Commercial and Related Uses

Objective: The objective is to provide an expansion area for the adjacent printing plant.

Maximum Building Height: 30

feet

Maximum Land Coverage: 100%

Minimum Setback: None

Off-Street Parking: One space

for each two employees expected to be on the premises during the largest work shift period or total parking area equivalent to 10% of the gross floor area whichever is greater to be provided within 500 feet distance from the building.

Off-Street Loading: All loading must be provided for on site.

B. Use: Private Parking—No buildings shall be permitted

**Area 23**

Use: Institutional and Related Uses

Objective: The objective is to use this area for institutional buildings related to the adjacent Lutheran Church.

Maximum Building Height: 40 feet

Maximum Land Coverage: 50%

Minimum Setback: 15 feet from the east, west and north boundaries of the area.

Off-Street Parking: One parking space for 1,000 square feet of net area.

Off-Street Loading: All loading must be provided for on site.

**Area 24**

Use: Fire Station

Maximum Building Height: 60 feet

Maximum Land Coverage: 30%

Minimum Setback: 25 feet from all public right-of-ways

Off-Street Parking: None

Off-Street Loading: All loading must be provided on site.

**Area 25**

Use: Private Parking—No buildings shall be permitted

**General Provisions**

**1. Surface Parking Areas**

Parking areas shall be hard surfaced and properly lighted.

They shall be screened from all public streets by a wall with a minimum height of four feet constructed of brick or other approved permanent material;

10% of lot to be landscaped including pedestrian walk-ways and trees which shall be planted in a distance of not less than 20 feet on center on pedestrian islands within and surrounding each parking area. No open air motor vehicle repair or service work shall be permitted in conjunction with surface parking facilities.

**2. Public Pedestrian Mall**

The area indicated on the Land Use Map, U. R. P. Map No. 2 as Public Pedestrian Mall shall be developed and maintained for such purposes by the City of Columbus.

**3. Landscaping**

All residential and public use areas not required for building purposes or other physical improvements shall be attractively landscaped and maintained.

Land disposition and review of redeveloper's plans will consider that:

a. Disposition Documents will spell out in detail the criteria to be met in order to achieve the development and design objectives. They will also cover the method of achieving unified maintenance of:

1. Privately owned off-street parking, other service access, walks, and landscaped areas;

2. Common utilities—lighting, sewers, drainage and walls; and the City of Columbus will establish a review and approval procedure in the disposition documents, based on the development and design objectives and the criteria contained therein.

The Redeveloper will be required by the contractual agreement to observe the Land Use and Building Requirements and General Design Objectives of

this Urban Renewal Plan. They will further be required to submit a redevelopment schedule satisfactory to the City of Columbus.

In addition, the following provisions will be included in the agreement:

1. That the redeveloper will submit to the City a plan and schedule for the proposed development.

2. That the purchase of the land is for the purpose of redevelopment and not for speculation.

3. That the land will be built upon and improved in conformity with the objectives and the provisions of the Urban Renewal Plan.

4. That the building of improvements will be commenced and completed within a reasonable time.

5. That the Redevelopers, their successors or assigns, agree that there will be no discrimination against any person or group of persons on account of race, creed, color, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises therein conveyed, nor will the Redeveloper himself or any person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sub-lessees, or vendees in the premises therein conveyed.

The above provision will be perpetual and will run with the land disposed of within the Urban Renewal Area by the City of Columbus.

**E. Other Provisions Necessary to Meet State and Local Requirements**

All provisions necessary to conform with State and local law have been complied with by this Urban Renewal Plan and supporting documents.

**4. Easements**

The redeveloper may install service drives, parking spaces, sidewalks, play areas, lawns and shrubbery over easements indicated on the Land Use Map U. R. P. Map No. 2. provided written approval is given by the Urban Renewal Commission.

**5. Roofs**

All parapets and roof top structures shall be well organized so as to present attractive appearance from all points of view including views from higher buildings.

**6. Definition of Net Floor Area**

Net floor area is equivalent to the rentable floor area of a building, which consists of the entire area within a building (Gross Floor Area) minus the area needed for structural elements, public corridors, stairs, elevators, utilities and other unrentable floor areas.

**C. 2. c. Statement of Duration of Provisions and Requirements**

The provisions of the Urban Renewal Plan specifying the uses for the area and the requirements and restrictions with respect thereto shall be in effect for a period of twenty-five (25) years following the official adoption of this Urban Renewal Plan, as amended, by the Council of the City of Columbus.

**C. 2. d. Applicability of the Land Use Provisions and Building Requirements to Properties not to be Acquired**

The urban design objectives and the land use provisions and building requirements enumerated above will be applicable to real property included within the project area when the owner thereof acquires other real property in the project area from the City of Columbus.

**D. Project Proposals****1. Land Acquisition**

a. All real property acquired or to be acquired in the Urban Renewal Area for Redevelopment is identified on the Land Acquisition Map, U. R. P. Map No. 3.

No properties identified as to be acquired will be exempted from acquisition.

There are no special provisions under which existing properties and buildings presently exempted from acquisition will be acquired.

**2. Redevelopers Obligations**

The land acquired by the City of Columbus will be disposed of subject to an Agreement between the City and the Redeveloper.

**F. Procedure for Changes in Approved Urban Renewal Plan**

The Urban Renewal Plan, as amended, may be amended from time to time in compliance with the requirements of law; provided that with respect to any land in the project area previously disposed of by the Urban Renewal Commission for use in accordance with said Urban Renewal Plan, as amended, the Urban Renewal Commission receives the written consent of the then owner of such land whose interests therein may be materially affected by such amendment.

**EXHIBIT "A"**

**BOUNDARY DESCRIPTION  
APRIL 1963  
MARKET-MOHAWK URBAN  
RENEWAL PROJECT  
COLUMBUS, OHIO**

Beginning at the point of intersection of the south right-of-way line of Chapel Street and the east right-of-way line of Third Street; **thence** in a southerly direction to the south right-of-way line of Rich Street; **thence** in an easterly direction to a point 259.5 feet east of the east right-of-way line of Fourth Street; **thence** in a southerly direction along the east property line of Franklin County Parcel No. 45500 to the south right-of-way line of Cherry Street; **thence** in an easterly direction to the west right-of-way line of Fifth Street; **thence** in a southerly direction to the north right-of-way line of Noble Street; **thence** in a westerly direction to the east right-of-way line of Third Street; **thence** in a southerly direction to the south right-of-way line of Fulton Street; **thence** in an easterly direction to the east right-of-way line of Grant Avenue; **thence** in a northerly direction to the north right-of-way line of Town Street; **thence** in a westerly direction to a point sixty-two and one-half (62½) feet east of the east right-of-way line of Sixth Street; **thence** in a northerly direction along the east property line of Franklin County Parcel Number 8401 to the south right-of-way line of Chapel Street and **thence** in a westerly direction to the point of beginning.

**EXHIBIT B****PUBLIC IMPROVEMENTS****Preparation of Land for Redevelopment**

A. The City shall prepare without expense to the redeveloper, the disposition parcels as delineated in the Agreement for the purposes of redevelopment by the redeveloper. Such preparation shall consist of the following:

1. The demolition and removal to grade of all existing buildings, structures, and obstructions on the Property, including the removal of any debris resulting from such demolition;

2. The removal (by the City or by appropriate public bodies or public utility companies) of all paving (including curbs and gutters), sidewalks, and utility lines, installations, facilities, and related equipment, within or on the Property which are to be eliminated or removed pursuant to the Redevelopment Plan;

3. Such filling and grading and leveling of the land (but not including top soil or landscaping) as shall be necessary to make it ready for construction of the Improvements to be made thereon by the Redeveloper, it being intended that such filling, grading, and leveling conform generally to the respective surface elevations of the land prior to the demolition of the buildings and structures thereon. All

expenses (including current taxes, if any) relating to buildings or structures demolished or to be demolished shall be borne by, and any income or salvage received from such building or structures shall belong to, the City.

B. The City shall, (without expense to the redeveloper and without special assessments against the property) within five (5) years from the date of this Agreement, or at such earlier times as may be agreeable between the City and the Redeveloper, provide site improvements in accordance with the Urban Renewal Plan and subject to the approval of the various divisions and departmental heads of the City, such site improvements being necessary to properly prepare the site or sites for Redevelopment. These improvements, which are listed below, shall be made in accordance with said Urban Renewal Plan as approved and amended through the Contract for Loan and Grant, as amended:

1. The paving and improving, in accordance with the usual technical specifications and standards of the City, of such streets, (including the installation of gutters, curbs, and catchbasins), and the street lighting and sidewalks in such public rights-of-way, as are to be provided pursuant to the Redevelopment Plan.

2. The installation and relocation of such sewers, drains, water and gas distribution lines, and electric, telephone, and telegraph installations (exclusive in each case of house or building service lines), as are to be installed or relocated pursuant to the Redevelopment Plan.

3. The vacating of present streets, alleys, other public rights-of-way, and plats, and the dedication of new streets, alleys, and other public rights-of-way, in the Project Area, and the rezoning of such Area, in accordance with the Redevelopment Plan.

Sec. 6. That Ordinance No. 849-63 adopted July 15, 1963 is hereby repealed.

Sec. 7. That for reasons stated in the preamble hereto, which is hereby made a part hereof, this Ordinance is declared to be an emergency measure and shall be in full force and effect from and after its passage by the Mayor.

Passed February 3, 1964.

WILLIAM R. FORNOF,

President of Council.

Approved February 5, 1964.

M. E. SENSENBRENNER, Mayor.

Attest:

GORDON F. SERROTT, City Clerk.

**Departmental Request:**

**By: Robert T. Southwick.**

**ORD. No. 139-64**—To authorize the City Attorney to have appraisals made, title search, and to acquire by negotiation or court action, the property at the northeast corner of Spring and Fourth Streets, necessary in connection with the proposed elimination of the Spring Street Jog at Fourth Street; to appropriate monies to pay all costs.

Whereas, City Council, by Ordinance No. 1404-63, passed November 26, 1963, authorized the City Attorney to cause an initial appraisal to be made of the property necessary to be acquired in connection with the improvement, and

Whereas, it has been determined to proceed with the improvement of Spring Street by eliminating the jog at Fourth Street, and

Whereas, monies should be made available for final appraisals and acquisition of the property necessary for the improvement; now, therefore,

Be it ordained by the Council of the City of Columbus:

Section 1. That the City Attorney be and he is hereby authorized and directed to have appraisals made, title search, and to acquire by negotiation or by court action, the following property at the northeast corner of Spring and Fourth Streets, necessary in connection with the proposed elimination of the Spring Street Jog at Fourth Street:

Beginning at a point where the north line of Spring Street inter-

sects the east line of North Fourth Street, said point also being the southwest corner of a 0.6198 acre parcel of land;

Thence in a northwardly direction and with the east line of said North Fourth Street, a distance of 30.00 feet to a point;

Thence in a southeastwardly direction and across said 0.6198 acre parcel, a distance of 193.13 feet to a point in the west line of Young Street, said point being 10.00 feet north of the north line of said Spring Street;

Thence in a southwardly direction and with the west line of said Young Street, a distance of 10.00 feet to a point in the north line of the aforesaid Spring Street;

Thence in a westwardly direction and with the north line of said Spring Street, a distance of 180.00 feet to the place of beginning and containing 8,100 square feet, or 0.1859 acres of land, more or less.

Sec. 2. That for the purpose of paying cost of purchasing the real estate for the improvement, and to pay the appraisers, title attorneys and negotiators, which costs shall also include court costs, filing, publishing and other miscellaneous fees, the sum of \$125,000.00 be and the same is hereby appropriated from Engineering Improvement Bond No. 321, Fund No. 5265, Code 460.

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

Passed February 10, 1964.

WILLIAM R. FORNOF,

President of Council.

Approved February 10, 1964.

M. E. SENSENBRENNER, Mayor.

Attest:

GORDON F. SERROTT, City Clerk.

**Departmental Request:**

**By: Golda May Edmonston.**

**ORD. No. 143-64**—To establish the grade of Arnelle Road, from point 130' ± east of Wedgewood Drive to Wedgewood Drive, in connection with the private improvement of the street; and to approve plans and specifications therefor.

Be it ordained by the Council of the City of Columbus:

Section 1. That the grade of Arnelle Road, from point 130' ± East of Wedgewood Drive to Wedgewood Drive, be and the same is hereby established as of record in Profile Book 18, Page 98, on file in the Office of the City Engineer, Division of Engineering and Construction.

Sec. 2. That the plans and specifications therefor, marked 2058, Drawer D, on file in the Office of the City Engineer, Division of Engineering and Construction, be and the same are hereby approved.

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

Passed February 10, 1964.

WILLIAM R. FORNOF,

President of Council.

Approved February 10, 1964.

M. E. SENSENBRENNER, Mayor.

Attest:

GORDON F. SERROTT, City Clerk.

**Departmental Request:**

**By: Golda May Edmonston.**

**ORD. No. 144-64**—To accept plat of Woodward Park No. 3.

Be it ordained by the Council of the City of Columbus:

Section 1. That the plat of Woodward Park No. 3, situated in the State of Ohio, County of Franklin, City of Columbus, and being part of Quarter Township 4, Township 2, Range 18, United States Military Lands, containing 29.843 acres of land, being 29.843 acres out of the 86.197 acre tract as conveyed to Complete General Construction Co. by deed of record in Deed Book 2418, Page 263, and an undivided one-half interest wherein was conveyed to Reese & Company by deed of record in Deed