

Southerly approximately 614.49 feet to an angle point;

Southerly approximately 585.66 feet to an angle point;

Southerly approximately 508.87 feet to an angle point;

Southerly approximately 82.18 feet to an angle point;

Southerly approximately 301.21 feet to a point 20.00 feet northerly from (as measured at right angles) the original centerline of Watt Road;

Thence westerly, along and with the northerly right-of-way line of Watt Road and 20.00 feet northerly from (as measured at right angles) the original centerline of Watt Road, a distance of approximately 1241.3 feet to the easterly property line of the W. R. Sr. & M. Franklin 11.01 acre tract (Deed Book 1651, Page 117);

Thence westerly, along and with the northerly right-of-way line of Watt Road a distance of approximately 795.89 feet to a point, said point being the easterly line of the Alice Adams 13.37 acre tract (Deed Book 1551, Page 144), produced northerly;

Thence southerly, along and with the easterly line of said 13.37 acre tract produced northerly and along said easterly line a distance of approximately 746.25 feet to an angle point in the easterly property line of said 13.37 acre tract;

Thence easterly, along and with a portion of the easterly property line of said 13.37 acre tract a distance of approximately 151.52 feet to an angle point in said line;

Thence southerly, along and with the easterly line of said 13.37 acre tract a distance of approximately 96.86 feet to a point in the existing Columbus Corporation line as established by Columbus Ordinance No. 1572-71 and of record in Miscellaneous Volume 154, Page 372;

Thence westerly, along and with the existing Columbus Corporation line a distance of approximately 216.32 feet to an angle point in the existing Columbus Corporation line;

Thence westerly, along and with the existing Columbus Corporation line a distance of approximately 1868.0 feet to an angle point in the existing Columbus Corporation line said point being in the center of Alum Creek;

Thence northerly, along and with the existing Columbus Corporation line as established by Columbus Ordinance No. 1054-67 and of record in Miscellaneous Volume 143, Page 563, the center of Alum Creek a distance of approximately 355.57 feet to an angle point in said corporation line;

Thence continuing northerly, along and with the existing Columbus Corporation line a distance of approximately 145.09 feet to a point;

Thence continuing northerly, along and with the existing Columbus Corporation line, a distance of approximately 282 feet to the place of beginning containing approximately 371 acres and there to terminate.

Section 2. That the City Clerk be and she is hereby authorized and directed to make three copies of this ordinance to each of which shall be attached a copy of the map accompanying the petition for annexation, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, and a certificate as to the correctness thereof. The City Clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and shall notify the Board of Elections thereof, and do such other things as may be required by law.

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

Passed December 4, 1972.

M. D. PORTMAN,

President of Council.

Approved December 4, 1972.

TOM MOODY, Mayor.

Attest:

HELEN M. VAN HEYDE, City Clerk.

ORD. No. 1727-72—To accept quit claim deeds of Bexley Decorating Company, The Standard Development Company and Columbus Finance, Inc., to dedicate the premises therein conveyed to public use; and to name same Livingston Avenue and Alum Creek Drive.

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

Section 1. That the quit claim deeds of Bexley Decorating Company, dated July 26, 1972, The Standard Development Company dated August 31, 1972, and Columbus Finance, Inc., dated October 25, 1972, for

the hereinafter described real estate, be and the same are hereby accepted and the premises so deeded be and the same are hereby dedicated to public use for street and roadway purposes:

Bexley Decorating Company—No. 26986

Volume 3277, Pages 30 and 31
Being a part of Half Section 33, Township 15 North, Range 22 West, Refugee Lands and being a strip of land 17 feet wide, parallel with, adjacent to and south of the south right of way line of East Livingston Ave. across the lands conveyed to Bexley Decorating Co., 1925 East Livingston Ave. as described in Deed Book 2246, Pages 169 and 171, as shown of record in Franklin County, Ohio records and said tract being more particularly described as follows:

Beginning, for reference, at a point in the centerline of East Livingston Ave. marking the northwest corner of Bexley Decorating Co. parcel and being also the northeast corner of a certain parcel conveyed by Arthur L. Smith and Ada M. Smith, his wife, to Perma-Flex Mold Company as recorded in Deed Book 1456, Page 452, Franklin County, Ohio records; thence South 03° 26' 23" West 33.00 feet, in the west line of said Bexley Decorating Co. parcel to an iron pin in the south right of way line of East Livingston and marking the principal place of beginning of the tract herein to be described; thence South 86° 10' 37" East 60.00 feet, in the south right of way line of East Livingston Ave. to a point in the east line of said Bexley Decorating Co. parcel; thence South 03° 26' 23" West 17.00 feet, in the east line of said Bexley Decorating Co. parcel, to a point; thence North 86° 10' 37" West 60.00 feet, parallel to and 50.00 feet south of the centerline of East Livingston Ave. to a point in the west line of said Bexley Decorating Co. parcel; thence North 03° 26' 23" East 17.00 feet in the west line of said Bexley Decorating parcel, to the place of beginning—containing .0234 acre.

The Standard Development Company—

No. 26987, Volume 3277, Pages 32 and 33

Being a part of Half Section 33, Township 15 North, Range 22 West, Refugee Lands and being a strip of land 17 feet wide, parallel with, adjacent to and south of the south right of way line of East Livingston Ave. and being also parallel with, adjacent to and west of the west right of way line of Alum Creek Drive and being also a strip of land 10 feet wide, parallel with adjacent to and west of the west right of way line of Alum Creek Drive across the lands conveyed to Standard Development Co. (Parcel No. 1) as described in Deed Book 1956, Page 236, Franklin County, Ohio records and being more particularly described as follows:

Beginning, for reference, at a point in the centerline of East Livingston Ave., marking the northeast corner of Gene W. Thompson, Tr. parcel as described in Deed Book 2998, Page 576, Franklin County, Ohio records and being also the northwesterly corner of a certain 0.226 acre parcel conveyed to the State of Ohio for road purposes; thence South 03° 08' 23" West 33.00 feet in the westerly line of said State of Ohio 0.226 acre parcel and in the east line of said Gene W. Thompson Tr. parcel, to an iron pipe in the south right of way line of East Livingston Ave. and being the principal place of beginning of the tract herein to be described; thence South 86° 10' 37" East 31.78 feet, in the south right of way line, parallel to the centerline of East Livingston Ave., to an iron pipe; thence South 44° 36' 08" East 46.54 feet, in the westerly right of way line of Alum Creek Drive as shown on State of Ohio Highway Plans of FRA 40-15.90 on file in the State Highway Dept. at Delaware, Ohio, to an iron pipe; thence South 05° 50' 32" East 133.00 feet, continuing in the westerly right of way line of said Alum Creek Drive, parallel with and 40 feet westerly from the centerline of said Alum Creek Drive, as measured at right angles, to an iron pipe in the south line of aforementioned Standard Development Co. parcel; thence North 86° 10' 37" West 10.14 feet, in the south line of said Standard Development Co. parcel, to a point; thence North 05° 50' 32" West 116.60 feet, parallel with and 10.00 feet westerly, measured at right angles, from the west right of way line of Alum Creek Drive, to a point; thence North 44° 35' 08" West 45.29 feet, parallel with and 17.00 feet southwesterly from, measured at right angles, the south and westerly right of way line of East Livingston Ave. and Alum Creek Drive, to a point; thence North 86° 10' 37" West 25.21 feet, par-

allel with and 50.00 feet south, measured at right angles, from the centerline of East Livingston Ave., to a point in the west line of aforementioned Standard Development Co. parcel; thence North 03° 26' 23" East 17.00 feet, in the west line of said Standard Development Co. parcel, to the place of beginning, containing .0503 acre.

Columbus Finance, Inc.—No. 30041

Volume 3285—Pages 287 and 288

Being a part of Half Section 33, Township 15 North, Range 22 West, Refugee Lands and being a strip of land 17 feet wide, parallel with, adjacent to and south of the south right of way line of E. Livingston Ave. across the lands conveyed to Gene W. Thompson, Tr. 1931 East Livingston Ave., as described in Deed Book 2998, Page 576, Franklin County, Ohio records and said tract being more particularly described as follows:

Beginning, for reference, at a point in the centerline of East Livingston Ave., marking the northwest corner of said Gene W. Thompson, parcel and also being the northeast corner of Bexley Decorating Co. parcel as described in Deed Book 2246, Pages 169 and 171, Franklin County, Ohio records; thence South 03° 26' 23" West 33.00 ft. in the west line of said Gene W. Thompson, Tr. parcel, to a point in the south right of way line of East Livingston Ave. and marking the principal place of beginning of the tract herein to be described; thence South 86° 10' 37" East 60.00 feet, in the south right of way line of East Livingston Ave. to a point in the East line of said Gene W. Thompson, Tr. parcel; thence South 03° 26' 23" West 17.00 feet, in the east line of said Gene W. Thompson, Tr. parcel, to a point; thence North 86° 10' 37" West 60.00 feet, parallel to and 50.00 feet south of the centerline of East Livingston Ave. to a point in the west line of said Gene W. Thompson, parcel; thence North 03° 26' 23" East 17.00 feet, in the west line of said Gene W. Thompson, Tr. parcel, to the place of beginning.

Section 2. That the premises so deeded and dedicated be and the same are hereby named Livingston Avenue and Alum Creek Drive.

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

Passed December 4, 1972.

M. D. PORTMAN,

President of Council.

Approved December 4, 1972.

TOM MOODY, Mayor.

Attest:

HELEN M. VAN HEYDE, City Clerk.

ORD. No. 1728-72—To accept the plat of Glenville Park.

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

Section 1. That the plat of Glenville Park, situated in the State of Ohio, County of Franklin, City of Columbus, being parts of Lots numbered 1, 2 and 3 of the Heston and Heston Subdivision as delineated and recorded in Plat Book 10, Pages 56 and 57, Recorder's Office, Franklin County, Ohio, and containing 30.910 acres and being all of that land conveyed to Widescope, Incorporated, by deed of record in Deed Book 3213, Page 249, all being of record in the Recorder's Office, Franklin County, Ohio, and lying south of Clime Road and West of Harrisburg Pike, be and the same is hereby accepted.

Section 2. That all or parts of the road, street, lane and avenue shown thereon and not heretofore dedicated be and the same are hereby dedicated to public use, as such, when plat is recorded; and easements are reserved, where indicated on the plat, for construction, operation and maintenance of all public and private utilities, above and beneath the surface of the ground and, where necessary, are for the construction, operation, and maintenance of service connections to all adjacent lots and lands and for storm water drainage.

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

Passed December 4, 1972.

M. D. PORTMAN,

President of Council.

Approved December 4, 1972.

TOM MOODY, Mayor.

Attest:

HELEN M. VAN HEYDE, City Clerk.

ORD. No. 1729-72—To accept the plat of Brown Road Subdivision No. 1.

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

Section 1. That the plat of Brown Road Subdivision No. 1, situated in the State of Ohio, County of Franklin, City of Columbus, being in Survey No. 717 of the Virginia Military Lands, containing 16,538 acres of land more or less, said 16,538 acres being part of that 18,817 acre tract of land described in a deed to Franklin Manor Associates, of record in Deed Book 3149, Page 329, Recorder's Office, Franklin County, Ohio, said 16,538 acres being comprised of parts of Lot No. 2, Lot No. 3 and Lot No. 4 as the same are numbered and delineated upon the Plat of Partition in the case of Jane Dennison vs. Burr W. Dennison, et al., of record in Complete Record 27, Page 338, Court of Common Pleas, Franklin County, Ohio.

Section 2. That all or part of Brown Road, shown thereon and not heretofore dedicated, be and the same is hereby dedicated to public use as a road when the plat is recorded.

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

Passed December 4, 1972.

M. D. PORTMAN,

President of Council.

Approved December 4, 1972.

TOM MOODY, Mayor.

Attest:

HELEN M. VAN HEYDE, City Clerk.

ORD. No. 1730-72—To authorize and direct the Director of Public Service on behalf of the City of Columbus to execute agreement between the City of Columbus and The Chesapeake and Ohio Railway Company in connection with the Whittier Street Grade Crossing Elimination.

Whereas, The Chesapeake and Ohio Railway Company has executed submitted agreement in connection with the Whittier Street Grade Crossing Elimination, and

Whereas, it is necessary for the Director of Public Service to be authorized to execute such agreement on behalf of the City of Columbus; now, therefore,

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

Section 1. That the Director of Public Service be and he is hereby authorized and directed to execute agreement, between the City of Columbus and The Chesapeake and Ohio Railway Company, in connection with the Whittier Street Grade Crossing Elimination, in substantially the following form:

In the matter of the separation of the grades of tracks of the Chesapeake and Ohio Railway Company and Whittier Street in the City of Columbus, Franklin County, Ohio

AGREEMENT

This Agreement, made this 21st day of August 1972, by and among the City of Columbus, Ohio, acting by and through its duly authorized Director of Public Service, as the "First Party, hereinafter referred to as "City", The Chesapeake and Ohio Railway Company, as the Second Party, hereinafter referred to as "Chesapeake".

Witnesseth:
Whereas, City proposes to construct Whittier Street over the tracks of Chesapeake located west of Front Street and parallel to the existing at-grade crossing; and

Whereas, City Council has, by Ordinance No. _____, passed _____ 1972, authorized and directed the Director of Public Service to enter into an agreement for the improvement contemplated and has proposed to bear certain costs of the improvement; and

Whereas, the parties hereto desire to carry out and accomplish the construction of the said crossing over the tracks of Chesapeake at the location hereinbefore mentioned and to determine and agree upon the manner of doing said work and the portion of said work to be done by each of said parties respectively, the proportion of the costs and expense to be paid by each of said parties, and the mode and time of payment, therefore, all upon the terms, covenants, and provisions hereinafter set forth.

Now, Therefore, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties hereto as follows:

Section 1. Plans and specifications for the construction of the said crossing and bridge are identified in part as follows:

CITY OF COLUMBUS, OHIO DIVISION OF ENGINEERING AND CONSTRUCTION WHITTIER STREET GRADE SEPARATION WITH THE CHESAPEAKE AND OHIO RAILWAY COMPANY PLANS MARKED 1102, DRAWER E

Before this agreement shall be in force and effect, the foregoing plans shall meet the approval of the parties hereto, and upon such approval shall become a part of this agreement by reference. After the plans and specifications have been approved, no change in them affecting the properties and interests of Chesapeake shall be made without the prior approval in writing by Chesapeake.

Section 2. The work to be performed under this agreement and shown on the plans described under Section 1 consists generally of:

(a) The construction of a new three span steel girder bridge on reinforced concrete piers and stub abutments supported on cast-in place concrete piles, with a reinforced concrete bridge deck and sidewalk together with necessary alterations to underground utilities, approach, embankments, paving and other appurtenances as required to complete the work.

(b) The new construction will provide minimum vertical clearances above top of rail as follows:

(c) The minimum horizontal clearances from centerline of tracks as follows: Chesapeake's Track to Pier #1 12'-6-3/4"

The abovementioned clearances and temporary clearances to be submitted to the Public Utilities Commission of Ohio by the City and Chesapeake jointly for an approval order.

The work provided for in this Section 2 and as indicated on the plans and specifications referred to in Section 1 hereof is hereinafter referred to collectively as "Project" and the costs thereof are hereinafter referred to as "Project Expense".

Section 3. The responsibility for the construction of the various items of work shall be as follows:

(a) City shall let to contract or otherwise cause to be performed, at Project Expense, the following work:

1. Grading, draining and paving the highway, including constructing any necessary side drives, approaches, and necessary appurtenances.

2. Sodding, seeding and planting of slopes.

3. Erecting necessary highway guard rails.

4. Construction of reinforced concrete substructure including excavation, piling and backfill therefor.

5. Construction of continuous welded girder superstructure with reinforced concrete deck with monolithic concrete wearing surface.

6. Removal of existing crossing upon completion of Project, except as indicated in Section 3 (b) 3 hereof, and barricade crossing.

(b) The following items shall be done or caused to be done by Chesapeake with its own forces, at Project Expense, subject to the provisions of this agreement.

1. Changes in communication and signal lines, interlocking and signal apparatus.

2. Provision of switchtenders, flagmen, watchmen and other protective services and devices to promote safety and insure continuity of train operations as may be necessary in connection with the work performed by Chesapeake forces.

3. Removal of spur track to provide space for access road and the removal of existing crossing between rails and 2 feet each side thereof, crossing signals at completion of the Project.

Section 4. Any work not specifically provided for in Section 3 shall be done by one of the parties hereto as may be mutually agreed upon from time to time during progress of the work.

Section 5. All work to be done by Chesapeake under this provisions of this agreement, shall be done in accordance with the plans described in Section 1, together with such other plans and specifications detailed and supplementary thereto as may be mutually agreed upon and as may be necessary to carry out the work fully in accordance with the intent of the agreement and in accordance with good engineering practice. All work to be done by the City shall be done in accordance with said plans and under the standard and supplemental specifications of the City in force on the date of the award of the contract, together with such special provisions as may be agreed upon by the parties hereto.

City shall require its contractor to bear

all costs of protecting railroad traffic made necessary or occasioned by his operations as set forth in special provisions to be approved by the parties hereto, which are more specifically set forth in "Special Provisions" in the Proposal and which are included in this agreement by reference.

Chesapeake agrees to furnish City's contractor at said contractor's sole expense, and City shall require its contractor to use such switchtenders, flagmen, telegraph operators, pilots, watchmen or other protective services and devices, other than engineering personnel, as are required to promote safety and insure continuity of railroad traffic during the contractor's operations.

Chesapeake agrees to bill the contractor promptly for such services and devices and further agree to submit a complete and final bill within sixty (60) days after receipt of notice from the contractor that all operations requiring such service have been completed.

City shall require its contractor to reimburse Chesapeake for such services and devices promptly on receipt of bills. City agrees to withhold final payment to its contractor until the contractor has furnished the City a statement from Chesapeake that all bills chargeable hereunder to the contractor by Chesapeake have been paid.

Section 6. City shall have general charge of the engineering work on the Project but Chesapeake shall provide such engineering services as the City may require. Nothing herein shall deny Chesapeake the right to place inspectors on work being done on its property or facilities. Preliminary engineering costs incurred by Chesapeake subsequent to the award of a construction contract by the City may be charged against the Project.

Construction engineering and inspection costs incurred by Chesapeake subsequent to the award of a construction contract by the City may be charged against the Project.

Section 7. Chesapeake shall put in execution such "Slow Orders" as may be necessary to carry on the work under this agreement with reasonable economy and dispatch. It is understood that any required speed of less than fifteen (15) miles per hour is an unreasonable restriction of traffic. City shall require its contractor at all times to use all reasonable care and diligence and to cooperate with the officials of Chesapeake in order to avoid accidents, damage or unnecessary delay to or interference with trains upon the tracks of Chesapeake.

Any of Chesapeake's equipment, such as work trains, locomotive cranes, cars or other rolling stock used on the work by City's contractor in carrying out his contract shall not be chargeable to the parties hereto, but City shall require the contractor to bear the cost of the rental of such equipment as part of the contract prices for the work.

Section 8. The expense of all construction costs and of preliminary and construction engineering costs incurred under this agreement by Chesapeake shall be reimbursed in accordance with Policy and Procedure Memorandum 30-3 of the Federal Highway Administration or any subsequent amendments thereto.

Section 9. If at any time City's contractor requires a temporary crossing over Chesapeake's tracks, City shall require said contractor to arrange with Chesapeake for such crossing.

Section 10. City shall have charge of all disposition of property or property rights taken for the project whether purchased or appropriated, if any, and all damages to owners of abutting property or other property on account of the improvement herein contemplated. The cost of said property and property rights and damage to property shall be borne by the City.

Chesapeake agrees to grant insofar as it has the legal right to do so, to the City at a price to be agreed upon or as may be judicially determined, an easement for highway purposes across their property, of sufficient width to permit construction and maintenance of the project. City shall furnish plans and descriptions for such easement.

In case action involving said improvement is brought by or against either party hereto said party shall promptly notify the other party of the pendency of such action.

Section 11. Chesapeake may bill City monthly for its force account work when costs exceed \$1,000. Progressive invoices may be submitted for work done during the previous month or period showing portions of estimated cost completed. Final