

so much thereof as may be needed be, and the same hereby is appropriated from Maintenance and Repair Fund, Department No. 650, Fund No. 265, Code 460, Certificate No. 525.

Sec. 7. That for the reasons stated in the preamble hereto, which is hereby made a part hereof, this ordinance shall be 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 July 17, 1967.

WILLIAM P. HOERMLE,

President of Council.

Approved July 17, 1967.

M. E. SENSENBRENNER, Mayor.

Attest:

JOHN T. GORDON, City Clerk.

\* **ORD. No. 875-67**—To authorize the acceptance of proposal No. 4C-31466 by the Board of Education for the redevelopment of a tract of land in Children's Hospital Urban Renewal Project, determine the fair market value of said land, authorized and direct the Mayor to execute the documents necessary for the sale of said tract, repeal Resolution No. 88X-66 and declare an emergency.

Whereas, the City of Columbus is undertaking the execution of the Children's Hospital Urban Renewal Project;

Whereas, the approved Redevelopment Plan for the project indicates the need for and proposes the disposition of certain lands for public purposes; and

Whereas, the Board of Education of the Columbus City School District, established for a public purpose, offered to purchase certain lands within the project area for use as educational facilities, in accordance with the plan; and

Whereas, Council accepted the aforesaid offer in the amount of \$429,005.25 for said land, by Resolution No. 88X-66 on March 14, 1966; and

Whereas, it has become necessary to proceed with the conveyance of that portion of said land that has been acquired, in order that the Board of Education may meet certain commitments, thus splitting said land into two disposition parcels, the total area of which will be the same and the total disposition price of which will equal the agreed upon amount of the original contract in the sum of \$429,005.25; and

Whereas, the sum of \$392,075.25 has been appropriated from Building Fund (Code 66-1251) for the purchase of that portion of the aforesaid land to be conveyed at the present time, and which will be known as Parcel 3A of Plat B-3; and

Whereas, an emergency exists in the usual daily operation of the Department of Development, Division of Urban Renewal, in that it is immediately necessary to proceed with the conveyance of the aforesaid land in the Children's Hospital Urban Renewal Project, all for the immediate preservation of the public peace, property, health, safety and welfare; now, therefore,

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

Section 1. That Council hereby determines that proposal No. 4C-31466, submitted by the Board of Education of the Columbus City School District, to be in accordance with the aims and objectives of the Children's Hospital Urban Renewal Project and with the approved disposal program for that project.

Sec. 2. That Council hereby determines that disposition of this land by negotiation under open competitive conditions is a fitting and proper method of sale to the Board of Education of the Columbus City School District.

Sec. 3. That Council hereby determines that the Board of Education of the Columbus City School District possesses the qualifications and the financial resources necessary to acquire and develop the land in accordance with the Redevelopment Plan.

Sec. 4. That Council hereby determines that the amount offered by the Board of Education of the Columbus City School District is not less than

the fair market value for this land in accordance with the restrictions set forth in the Redevelopment Plan.

Sec. 5. That, having received concurrence by the Department of Housing and Urban Development, the Director of the Department of Development is hereby authorized to accept proposal No. 4C-31466 of the Board of Education of the Columbus City School District for the redevelopment of Parcel No. 3A of Plat B-3 in Children's Hospital Urban Renewal Project and for which the Board of Education of the Columbus City School District will pay the sum of \$392,075.25.

Sec. 6. That the Mayor of the City of Columbus is hereby authorized and directed to execute an agreement with the Board of Education of the Columbus City School District in substantially the following form:

No. 4C-31466  
 DEPARTMENT OF DEVELOPMENT  
 DIVISION OF URBAN RENEWAL  
 CHILDREN'S HOSPITAL  
 URBAN RENEWAL AREA  
 OHIO R-21  
 HUD 6209A (1-64)  
 PART I OF CONTRACT FOR  
 SALE OF LAND FOR PRIVATE  
 REDEVELOPMENT BY AND  
 BETWEEN THE BOARD OF  
 EDUCATION OF THE CITY SCHOOL  
 DISTRICT OF COLUMBUS, OHIO  
 AND THE CITY OF COLUMBUS, OHIO  
 CONTRACT FOR SALE OF LAND FOR  
 PRIVATE REDEVELOPMENT

Agreement, consisting of this Part I and Part II (Form HUD 6209B, 4-66) annexed hereto and made a part hereof (which Part I and Part II are together hereinafter called this "Agreement"), made on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between

the City of Columbus, a public body corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "Agency"), and the Board of Education of the City School District of Columbus, Ohio, herein called "the Redeveloper", a corporation organized and existing under the laws of the State of Ohio.

Whereas, in furtherance of the objectives of the applicable state and municipal laws, the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City, and in this connection is engaged in carrying out an urban renewal project known as the "Children's Hospital Urban Renewal Project" (hereinafter called the "Project"), in an area (hereinafter called "Project Area") located in the City; and

Whereas, as of the date of the Agreement there has been prepared and approved by the Agency an urban renewal plan for the Project, consisting of "the Urban Renewal Plan", dated March 23, 1962 and approved by the City Council of the City on April 16, 1962, by Ordinance No. 529-62 which plan, is unless otherwise indicated by the context, hereinafter called "Urban Renewal Plan"; and

Whereas, a copy of the Urban Renewal Plan as constituted on the date of the Agreement has been recorded among the land records for the place in which the Project Area is situated, namely, "in the Office of the Recorder for Franklin County, in Miscellaneous Records Volume 137, pages 295 thru 305, inclusive; and

Whereas, in order to enable the Agency to achieve the objectives of the Urban Renewal Plan and particularly to make the land in the Project Area available for redevelopment by private enterprise for redevelopment for and in accordance with the uses specified in the Urban Renewal 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 February 11, 1963; and

Whereas, the Agency has offered to sell and the Redeveloper is willing to purchase certain real property located on the Project Area and more particularly described in Schedule A annexed hereto and made a part hereof which property as so described is hereinafter called "Property" and to redevelop the Property for and in accordance with the uses specified in the

Urban Renewal Plan and in accordance with this Agreement; and

Whereas, the Agency believes that the redevelopment of the Property pursuant to this Agreement and the fulfillment generally of this Agreement, 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 Federal, State and local laws and requirements under which the Project has been undertaken and is being assisted:

Now, therefore, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

Sec. 1. Sale: Purchase Price

Subject to all the terms, covenants and conditions of this Agreement, the City will sell the Property to the Redeveloper for, and the Redeveloper will purchase the Property from the Agency and pay therefor, the amount of Three Hundred Ninety Two Thousand Seventy Five and 25/100 Dollars (\$392,075.25), hereinafter called "Purchase Price", to be paid in cash or by certified check simultaneously with the delivery of the deed conveying the Property to the Redeveloper.

Sec. 2. Conveyance of Property

(a) Form of Deed. The Agency shall convey to the Redeveloper title to the Property by Quit-Claim deed or deeds herein collectively called "the Deed". Such conveyance and title shall, in addition to the condition subsequent provided for in Section 704 hereof, and to all other conditions, covenants and restrictions set forth or referred to elsewhere in the Agreement, be subject to:

(1) 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.

(2) Such conditions, covenants, consistent with the Urban Renewal Plan and restrictions running with the land as shall be imposed thereon by the Deed of conveyance of land for redevelopment and which Deed shall be in the form of the disposition document entitled "the Deed" as attached hereto as Exhibit B.

(b) Time and Place for Delivery of Deed. The Agency shall deliver the Deed and possession of the Property to the Redeveloper on \_\_\_\_\_ or on such earlier date as the parties hereto may mutually agree in writing. Conveyance shall be made at the office of the Division of Urban Renewal of the City of Columbus and the Redeveloper shall accept such conveyance and pay to the Agency at such time and place the Purchase Price.

(c) Apportionment of Current Taxes. The portion of the current taxes, if any, on the Property which are a lien on the date of delivery of the Deed to the Redeveloper allocable to buildings and other improvements which have been demolished or removed from the Property by the Agency shall be borne by the Agency, and the portion of such current taxes allocable to the land shall be apportioned between the Agency and the Redeveloper as of the date of the delivery of the Deed. If the amount of the current taxes on the Property is not ascertainable on such date, the apportionment between the Agency and the Redeveloper shall be on the basis of the amount of the most recently ascertainable taxes on the Property, but such apportionment shall be subject to final adjustment with thirty (30) days after the date the actual amount of such current taxes is ascertained.

(d) Recordation of Deed. The Redeveloper shall promptly file the Deed for recordation among the land records of the place in which the Property is situate. The Redeveloper shall pay all costs including the cost of the Federal documentary stamp tax on the Deed, for which stamps in the proper amount shall be affixed to the Deed by the Redeveloper for so recording the Deed.

(e) Other Obligations. 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 sale price, good and merchantable title in fee simple, free and clear of all liens and encumbrances except those expressly created or permitted by the Urban Renewal Plan and this Agreement.

#### Sec. 3. Good Faith Deposit

(a) Amount. The Redeveloper has prior to or simultaneously with the execution of this Agreement by the Agency, delivered to the Agency a good faith deposit of ..... satisfactory to the Agency in the amount of no Dollars (\$00.00), hereinafter called "Deposit", as security for the performance of the obligations of the Redeveloper to be performed prior to the return of the Deposit to the Redeveloper, or its retention by the Agency as liquidated damages, or its application on account of the Purchase Price, as the case may be, in accordance with this Agreement. The Deposit, if cash or certified check, shall be deposited in an account of the Agency in a bank or trust company selected by it.

(b) Interest. The Agency shall be under no obligation to pay or earn interest on the Deposit, but if interest is payable thereon such interest when received by the Agency shall be promptly paid to the Redeveloper.

(c) Application to Purchase Price. Upon written request of the Redeveloper, the amount of the Deposit, made in cash or by certified check, shall be applied on account of the Purchase Price at the time payment of the Purchase Price is made.

(d) Retention by the Agency. Upon termination of the Agreement as provided in Section 703 hereof, the Deposit, if cash, or bonds or similar obligations of the United States, including all interest payable thereon after such termination, or, if a surety bond, the proceeds thereof, shall be retained by the Agency as provided in Section 703 hereof.

(e) Return to Redeveloper. Upon termination of the Agreement as provided in Section 702 hereof, the Redeveloper by the Agency as provided in Section 702 hereof. If the Agreement shall not have been terminated as in Section 702 or 703 hereof provided, the Agency shall return the Deposit to the Redeveloper upon receipt by the Agency of the following:

(i) A copy of the commitment or commitments obtained by the Redeveloper for the mortgage loan or loans to assist in financing the construction of the improvements as defined in Section 301 hereof, certified by the Redeveloper to be a true and correct copy or copies thereof;

(ii) Evidence satisfactory to the Agency that the interim mortgage loan to assist in financing the construction of the improvements has been initially closed;

(iii) A copy of the contract between the Redeveloper and the general contractor for the construction of the improvements, certified by the Redeveloper to be a true and correct copy thereof; and

(iv) A copy of the contract bond provided by the general contractor in connection with the aforesaid construction contract which bond shall be in a penal sum equal to not less than ten percent (10%) of the contract price under said construction contract, certified by the Redeveloper to be a true and correct copy thereof.

#### Sec. 4. Time for Commencement and Completion of Improvements

The construction of the improvements referred to in Section 301 hereof shall be commenced in any event within Twelve months after the date of the Deed, and except as otherwise provided in the Agreement, shall be completed within thirty (30) months after such date of the deed.

#### Sec. 5. Time for Certain Other Actions

(a) Time for Submission of Construction Plans. The time within which the Redeveloper shall submit its "Construction Plans" (as defined in Section 301 hereof) to the City in any event, pursuant to Section 301 hereof, shall be not later than ninety (90) days from the date of the delivery of the Deed.

(b) Time for Submission of Corrected Construction Plans. Except as provided in Paragraph (c) of this Section 5, the time within which the Redeveloper shall submit any new or correct Construction Plans as provided for in Section 301 hereof shall be not later than thirty (30) days after the date the Redeveloper receives written notice from the Agency of the Agency's rejection of the Construction Plans referred to in the latest such notice.

(c) Maximum Time for Approved Construction Plans. In any event, the time within which the Redeveloper shall submit Construction Plans which conform to the requirements of Section 301 hereof and are approved by the City shall be not later than one hundred eighty (180) days after the date the Redeveloper receives written notice from the Agency of the Agency's first rejection of the original Construction Plans submitted to it by the Redeveloper.

(d) Time for Agency Action on Change in Construction Plans. The time within which the Agency may reject any change in the Construction Plans, as provided in Section 302 hereof shall be thirty (30) days after the date of the Agency's receipt of notice of such change.

This provision not applicable.

(e) Time for Submission of Evidence of Equity Capital and Mortgage Financing. The time within which the Redeveloper shall submit to the Agency, in any event, evidence as to equity capital and any commitment necessary for mortgage financing, as provided in Section 303 hereof, shall be not later than ..... days after the date of written notice to the Redeveloper of approval of the Construction Plans by the Agency, or, if the Construction Plans shall be deemed to have been approved as provided in Section 301 hereof, after the expiration of ..... days following the date of receipt by the Agency of the Construction Plans so deemed approved.

#### Sec. 6. Period of Duration of Covenant on Use

The covenant pertaining to the uses of the Property, set forth in Section 40 hereof, shall remain in effect from the date of the Deed until April 16, 2002, the period specified or referred to in the Urban Renewal Plan, or until such date thereafter to which it may be extended by proper amendment of the Urban Renewal Plan, on which date, as the case may be, such covenant shall terminate.

#### Sec. 7. Notices and Demands

A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) In the case of the Redeveloper, is addressed as follows:  
Board of Education of the City School District of Columbus, Ohio  
270 East State Street  
Columbus, Ohio 43215; and

(b) In the case of the Agency, is addressed as follows:  
Division of Urban Renewal  
City Hall Annex, Room 300  
Columbus, Ohio 43215

and shall be marked for the attention of the Administrator or addressed in such other way in respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

#### Sec. 8. Special Provisions

None

#### Sec. 9. Modifications of Part II

None

#### Sec. 10. Counterparts

This Agreement is executed in 5 counterparts, each of which shall constitute one and the same instrument.

In witness whereof, the Agency has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its Clerk, and the Redeveloper has caused the Agreement to be duly executed in its name and behalf by its President and its corporate seal to be hereunto duly affixed and attested by its Secretary, on or as of the day first above written.

Attest:

City Clerk  
City of Columbus, Ohio  
By M. E. Sensenbrenner, Mayor

Attest:

The Board of Education of the City School District of Columbus, Ohio

By

#### SCHEDULE A

#### DESCRIPTION OF PROPERTY

All that certain parcel or parcels of land located in the City of Columbus, County of Franklin, State of Ohio, more particularly described as follows:  
Being Parcel 3A of the Children's Hospital Urban Renewal Area Plat B-3, containing 12.001 acres, more or less, or 522,767 square feet, more or less.

Sec. 7. That the Mayor of the City of Columbus is hereby authorized and directed to execute the necessary deeds to transfer land which has been purchased by the Board of Education of the Columbus City School District, pursuant to the contract included herein.

Sec. 8. That Resolution No. 88X-66, dated March 14, 1966, be, and the same is, hereby repealed.

Sec. 9. That, for the 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 and after its passage and approval by the Mayor.

Passed July 17, 1967.

WILLIAM P. HOERMLE,

President of Council.

Approved July 17, 1967.

M. E. SENSENBRENNER, Mayor.

Attest:

JOHN T. GORDON, City Clerk.

**ORD. No. 877-67**—To increase Auditor's Certificate No. 4984 for the continued acquisition of properties for the Bolivar Arms Urban Renewal Project in the amount of \$90,000.00, and to declare an emergency.

Whereas, by Ordinance No. 1492-66, passed October 24, 1966, the Council authorized the Director of Development to purchase at prices not to exceed the Federally approved purchase price of each property, all the properties necessary for the Bolivar Arms Urban Renewal Project which are within the area designated in the contract with the Federal Government known as Contract No. Ohio R-73 (LG) from such person or persons who may be certified to him by the City Attorney to have or to own an interest therein, and was further authorized to continue to secure 60 day options to purchase said property for a consideration not to exceed \$10.00 which constitutes a part of the final purchase price for each property from such person as may be certified to him by the City Attorney as the recorded owner of said property; and

Whereas, Ordinance No. 1492-66 further authorized the City Attorney, in conjunction with the Director of Development to acquire properties necessary for the Bolivar Arms Urban Renewal Project, by condemnation proceedings when specifically authorized as to a specific parcel by Ordinance of Council, and to pay the amount assessed as compensation therefor by a jury; and

Whereas, an emergency exists in the usual daily operation of the Division of Urban Renewal in that it is necessary to authorize the continuing acquisition of properties necessary for the Bolivar Arms Urban Renewal Project for the immediate preservation of the public peace, health, safety and welfare; now therefore,

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

Section 1. That the City Auditor be and he is hereby authorized to increase Auditor's Certificate No. 4984 in the amount of \$90,000.00 for the purpose of continuing the acquisition of properties for the Bolivar Arms Urban Renewal Project, and for the payment of property taxes, Federal documentary tax stamps and other