

as the same may be hereafter amended from time to time, and said terms and conditions shall run with the land and remain in effect until July 2, 1985.

(a) That there shall not be any practice of discrimination upon the basis of race, color, creed or national origin in the sale, lease, rental, use or occupancy of the property or any improvements erected thereon or any part thereof by the City, its successors or assigns.

(b) That there shall not be effected or executed 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, by the City, its successors or assigns.

(c) That there shall be compliance 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 land, and this provision shall run with the land and be perpetually binding on the City, its successors or assigns.

(d) That the provisions and covenants provided in this section 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 herein, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and the United States (in the case of the covenant provided in Section 1(a), (b), and (c)), against the Public Body, its successors and assigns and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the property or any part thereof.

(e) That the provisions and covenants provided in this Section 1 shall remain in effect until July 2, 1985, (at which time such provisions and covenants shall terminate) and Section 1(a), (b) and (c) shall remain in effect without limitation to time.

(f) That, in amplification, and not in restriction, of the provisions of Section 1(d) and 1(e), the City shall be deemed a beneficiary of the provisions and covenants provided in Section 1 and the United States shall be deemed beneficiary of the covenant provided in Section 1(a), (b) and (c), both for and in their, or its, own right, and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such provisions and covenants have been provided. Such provisions and covenants shall be in force, without regard to whether the City or United States is or has been an owner of any land or interest therein to, or in favor of, which such provisions and covenants relate. The City shall have the right, in the event of violation or breach of any such provision or covenant, and the United States shall have the right, in the event of any violation or breach of the provision or covenant provided in Section 1(a), (b) and (c), to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curbing of such violation or breach of provision or covenant, to which it or any other beneficiaries of such provisions or covenants may be entitled.

Sec. 2. That the City will include the following provisions of this Section 2 in every contract or purchase order which may hereafter be entered into between the City and any party (hereinafter in this Section called "Contractor") for or in connection with the construction of the improvements or any part thereof, unless such contract or purchase order is exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

"Section 802. Equal Employment Opportunity.

During the performance of this contract, the Contractor agrees with the City as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Contractor 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 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 Contractor 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 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the City, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, 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 Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of Paragraph (a) through (g) of this Section in every subcontract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its subcontractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor, as the case may be. The Contractor will take such action with respect to any construction contract, subcontract or purchase order as the City or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City or the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

Sec. 3. These restrictions shall run with the land and shall be included as covenants running with the land in any and all deeds transferring title to the aforesaid land.

Sec. 4. These restrictions are declared for the benefit of the City of Columbus, any successor in interest, the owners of other land in the said project area, and the United States; and any of the above listed parties may enforce said restrictions by any action which is, or shall be, proper under the laws of the State of Ohio and the City of Columbus.

In witness whereof, I have hereunto set my hand this ..... day of ....., 1967.

City of Columbus

By .....  
James R. Crozier, Director  
Department of Development  
State of Ohio }  
Franklin County } ss:

Before me, a Notary Public, in and for the State of Ohio, personally appeared the above named James R. Crozier, Director of Development of the City of Columbus, Ohio, who did acknowledge that he signed the foregoing DECLARATION OF RESTRICTIONS ON USE OF LAND as his voluntary act and deed and as the voluntary corporate act and deed of the City of Columbus, Ohio, and that he was authorized in the premises by Ordinance No. .... passed ..... by the Council of the City of Columbus, Ohio.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of my office this ..... day of ....., 1967.

Notary Public

Sec. 2. That the Director of the Department of Development is hereby authorized and directed to execute the aforesaid Declaration of Restrictions on Use of Land, and cause the same to be recorded, in the Land Records of the Recorder of Deeds for the County of Franklin, State of Ohio, respecting the property hereinbefore described.

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 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. 876-67--To authorize the acceptance of proposal No. 6C-71067 by the Board of Education for the redevelopment of a tract of land in the Children's Hospital Urban Renewal Project, determine the fair market value of said tract and authorize and direct the Mayor to execute the documents necessary for the sale of said tract, and to declare an emergency.

Whereas, an emergency exists in the usual daily operation of the Dept. of Development, Div. 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; and,

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

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, the sum of \$36,930.00 has been appropriated from Building Fund (Code 66-1251); 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 No. 6C-71067 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 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 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 the City of Columbus, Ohio 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 the City of Columbus, Ohio 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 the proposal No. 6C-71067 of the Board of Education of the Columbus City School District for the redevelopment of Parcel No. 3C of Plat B-3 in the Children's Hospital Urban Renewal Project for which the Board of Education of the Columbus City School District will pay the sum of \$36,930.00.

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 Re-

newal 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 situate, 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 in the Project Area and more particularly described in Schedule A annexed hereto and made a part hereof of 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 Thirty Six Thousand Nine Hundred Thirty and 00/100 Dollars (\$36,930.00), 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 Deposit shall be returned to 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 Agreement.

(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 (e) 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 ad-

ressed 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 Clerk-Treasurer, 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 3C of the Children's Hospital Urban Renewal Area Plat B-3.

Sec. 7. That the Mayor of the City of Columbus is hereby authorized and directed to execute the deeds necessary 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 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 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. 879-67**—To approve the retention of certain land in the Dennison Avenue Conservation Area for swimming pool purposes and to set a fair market value for the land, and to declare an emergency.

Whereas an emergency exists in the usual daily operation of the Div. of Urban Renewal in that it is immediately necessary to approve the retention of Disposal Parcel B-1 in the Dennison Ave. Conservation Area for swimming pool purposes and to set a fair market value for this land, and

Whereas, the City of Columbus is undertaking the Dennison Avenue Conservation Area Urban Renewal Project (Ohio R-10) with financial assistance from the Department of Housing and Urban Development; and

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

Whereas, the City of Columbus desires to retain certain land within the project area for use as a swimming pool, in accordance with the Plan; now, therefore,

Be it ordained by the Council of the City of Columbus, Ohio:  
Section 1. That the land designated

as Disposal Parcel B-1, and located within the project boundaries of the Dennison Avenue Conservation Area, is to be retained by the City of Columbus and is to be used for swimming pool purposes, in accordance with the approved Redevelopment Plan for the Dennison Avenue Conservation Area as established by Ordinance No. 478-65, passed April 12, 1965, and in accordance with the terms and provisions of the Loan and Capital Grant Contract for this project, entered into by and between the City of Columbus and the United States of America on July 2, 1965, and as amended by Ordinance No. 1356-66, entered into on September 26, 1966; such land is described more specifically as follows:

Situated in the State of Ohio, County of Franklin, City of Columbus; a part of Half Section No. 5, Township 5, Range 22, Refugee Lands; being a part of lot 1, of Warren Jenkins Subdivision of the South Half of lot 14, of the Jos. R. Starr Farms Subdivision, as recorded in Plat Book 2, page 24, Franklin County Recorder's Office; all of lots 1 and 2 of Warren Jenkins Subdivision (of lot 2 of Warren Jenkins Subdivision of the South Half of lot 14 of the Jos. R. Starr Farms Subdivision) as recorded in Plat Book 2, page 291, Franklin County Recorder's Office; parts of Fourth Avenue, vacated by Ordinance 981-66; Dennison Avenue, vacated by Ordinance 981-66; a north-south alley vacated by Ordinance 869-66; an east-west alley vacated by Ordinance 669-66; all adjacent to the lots described herein, being more particularly bounded and described as follows:

Beginning at the intersection of the south line of vacated Fourth Avenue (60 feet wide) and the east line of Hunter Avenue (60 feet wide); thence, along the east line of Hunter Avenue, N. 3° 33' 54" E., 187.50 feet to the centerline of the vacated alley; thence along the centerline of said vacated alley S. 87° 04' 19" E., 118.02 feet to the centerline of a vacated twenty foot alley; thence, along the centerline of the vacated twenty foot alley, N 2° 56' 48" E., 107.64 feet to a point in the north line of lot 1, of Warren Jenkins Subdivision (of lot 2 of the Subdivision of the South Half of lot 14 of Jos. R. Starr's Farm Subdivision) as recorded in Plat Book 2, page 291, Franklin County Recorder's Office, extended westerly to the centerline of the vacated alley; thence, along the north line of lot 1 and that line extended easterly to the centerline of vacated Dennison Avenue (60 feet wide) S. 87° 03' 12" E., 189.97 feet to the centerline of vacated Dennison Avenue; thence, along the centerline of vacated Dennison Avenue, S. 2° 56' 48" W., 295.06 feet to the south line of vacated Fourth Avenue; thence, along the south line of vacated Fourth Avenue, N. 87° 04' 19" W., 310.01 feet to the point of beginning, containing 1.799 acres more or less, subject however to all legal easements and rights-of-way of record, including, but not limited to, the following:

A ten foot easement created for the purpose of establishing and maintaining a public pedestrian mall, and more specifically described as follows:

Beginning at a point at the intersection of the easterly line of Hunter Avenue with the southerly line of vacated Fourth Avenue, vacated by Ordinance No. 981-66; thence N. 03° 33' 54" E. along the easterly line of Hunter Avenue a distance of 10 feet to a point; thence S 87° 04' 19" E., a distance of about 309.99 feet, but to a point on the center line of vacated Dennison Avenue, vacated by Ordinance No. 98-66; thence S. 02° 56' 48" W. along the former center line of Dennison Avenue a distance of 10 feet to a point, said point being the intersection of said center line with the southerly line extended of said vacated Fourth Avenue, thence N. 87° 04' 19" W. along said southerly line a distance of 310.01 feet to a