

Tuttle Park Place, from the north line of Woodruff Avenue to a point 20' south of the south line of Lane Avenue.

Section 2. That the City of Columbus reserves the right to operate and maintain any and all sewers, water lines and any other public utilities owned by the City, and that the right is reserved to operate and maintain any other public utilities, if any, now existing on or in said streets and alleys hereby vacated, and shall have the right to enter thereon at any time for the purpose of replacing, operating and maintaining the same.

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

Passed June 9, 1975.
 M. D. PORTMAN,
 President of Council.
 Approved June 9, 1975.
 TOM MOODY, Mayor.
 Attest:
 HELEN M. VAN HEYDE, City Clerk.

ORD. No. 920-75—To accept easement of the State of Ohio, dated May 14, 1975, and to dedicate premises therein conveyed to public use for the widening of Lane Avenue, from Neil Avenue to Olentangy River Road, and to name same, subject to the vacation of Woodruff Avenue, Frambes, Alley South of Lane Avenue, Alley South of Frambes Avenue, Neil Avenue and Tuttle Park Place, between specified limits.

Whereas, the Ohio State University has petitioned for the vacation of certain streets and alleys in the university districts, and

Whereas, it has been determined to vacate the requested streets and alleys provided easement is given the City of Columbus for premises for the widening of Lane Avenue, from Neil Avenue to Olentangy River Road, and

Whereas, such easement has been granted for a period of forty years upon payment of \$1.00 by the City of Columbus, subject to terms, conditions and restrictions set forth, and

Whereas, such easement should be accepted and the premises therein conveyed dedicated to public use; now, therefore,
 Be it ordained by the Council of the City of Columbus:

Section 1. That the easement of the State of Ohio, dated May 14, 1975, be and the same is hereby accepted and the premises hereinafter described be and the same are hereby dedicated to public use for the widening of Lane Avenue, from Neil Avenue to Olentangy River Road, subject to the vacation of Woodruff Avenue, Frambes Avenue, Alley South of Lane Avenue, Alley South of Frambes Avenue, Neil Avenue and Tuttle Park Place, between specified limits:

Situated in the City of Columbus, County of Franklin, State of Ohio, and being in Section 3, Township 1, Range 18, United States Military Lands, and being part of R. P. Woodruff's Agriculture College Addition recorded in Plat Book 2, Page 203, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

PARCEL I
 Beginning at a point in the northeast corner of Lot 231 of R. P. Woodruff's Agriculture College Addition, said point being the intersection of the south right-of-way line of Lane Avenue (being 60' in width) and the west right-of-way line of Neil Avenue (being 80' in width);

Thence in a southerly direction with the west right-of-way line of Neil Avenue, a distance of 20 feet to a point;

Thence in a westerly direction on a line parallel to and 20 feet south of the south right-of-way line of Lane Avenue, a distance of 630.00 feet to a point in the east right-of-way line of Tuttle Park Place;

Thence in a northerly direction along a line being the east right-of-way line of Tuttle Park Place and the west line of Lot 211 of R. P. Woodruff's Agriculture College Addition, a distance of 20 feet to a point being the intersection of the south right-of-way line of Lane Avenue and the east right-of-way line of Tuttle Park Place;

Thence in an easterly direction along the south right-of-way line of Lane Avenue, a distance of 630.00 feet to the point of beginning, containing 0.289 acre of land, more or less.

PARCEL II
 Beginning at a point being the intersection of the south right-of-way line

Lane Avenue (being 60' in width) and the west right-of-way line of Tuttle Park Place (being 60' in width) and being the northeast corner of a 5.04 acre tract of land conveyed to the State of Ohio, in Deed Book 641, Page 242, recorded in the Recorder's Office, Franklin County, Ohio;

Thence in a southerly direction along a line being the west right-of-way line of Tuttle Park Place and the east line of the abovementioned 5.04 acre tract, a distance of 20 feet to a point;

Thence in a westerly direction on a line parallel to and 20 feet south of the south right-of-way line of Lane Avenue, a distance of 1,422.00 feet to a point in the centerline of Olentangy River;

Thence in a northerly direction with the centerline of the Olentangy River, a distance of 20 feet to a point in the south right-of-way line of Lane Avenue;

Thence in an easterly direction with the south right-of-way line of Lane Avenue, a distance of 1,422.00 feet to the place of beginning, containing 0.653 acre of land, more or less.

PARCEL III
 Situated in the State of Ohio, County of Franklin, and part in City of Columbus, and part in Clinton Township, and being part of 76.98 acre tract conveyed to the State of Ohio of record in Deed Book 428, Page 191, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a point for reference at the intersection of the centerline of Lane Avenue and Olentangy River Road;

Thence easterly along the centerline of Lane Avenue a distance of 114.00 feet to the true point of beginning;

Thence continuing along the centerline of Lane Avenue a distance of 265.00 feet to a point in the centerline of Olentangy River;

Thence southerly with the centerline of Olentangy River, a distance of 50.00 feet to a point;

Thence westerly with a line parallel to and measured at right angles to the centerline of Lane Avenue a distance of 277.00 feet, to a point in the east right-of-way line of Olentangy River Road;

Thence northerly with the east right-of-way line of Olentangy River Road a distance of 51.66 feet to the place of beginning, containing 0.312 acre of land, more or less,

Subject to conditions and restriction hereinafter provided, to-wit:

1. This right-of-way easement is granted with the understanding that said improvement shall be constructed, operated, maintained, repaired, reconstructed or replaced in accordance with good engineering practice, and the Party of the Second Part agrees, for itself, its successors and assigns, to indemnify and save harmless the Party of the First Part from all damages and claims thereof arising out of any act, omission or neglect by the Party of the Second Part or any of its agents during the period of construction, operation and maintenance as herein authorized.

2. This easement is granted on the condition that no special assessment to pay the direct cost of constructing said improvement shall be made against the Party of the First Part, its successors or assigns, on the within named property, and no cost of any kind shall accrue to said Party of the First Part, its successors or assigns, except such usage charges as are contracted for by the Party of the First Part.

3. The improvement shall be constructed on the line and to the grade and within the easement limits as described within.

4. The Party of the Second Part shall, for a period of one year from completion of construction, provide necessary fill and

such repairs and replacements as may be caused by reason of settlement or similar causes in areas which have been disturbed by said construction.

5. It is understood and agreed that in any portion of the right-of-way easement that is now grassed lawn, the sod for the width of the trench and the temporary construction area shall be removed, stored and replaced, providing it is of sufficient depth to assure regrowth when replaced, or in lieu thereof, the top soil shall be replaced and the area seeded.

6. All field tile, sewers or other public utility underground installations or property of the State of Ohio, encountered in the construction of said improvements shall be replaced if disturbed, and the Party of the Second Part shall notify the Party of the First Part when drainage lines or any other unusual conditions are encountered in the field.

7. The Party of the Second Part, its successors and assigns, agrees to replace in kind, rather than money, the loss of or damage to all trees, shrubs, fences or any other structures, the amount of such loss or damage to be determined through mutual agreement between the Party of the First Part and the Party of the Second Part.

8. In the event that it should become necessary, in order to operate, enlarge, repair, reconstruct or maintain said improvement, to disturb the surface of the ground, the Party of the Second Part shall restore the same to its former condition or pay for all damage done thereto.

9. The rights granted herein shall not be construed to interfere with or restrict the Party of the First Part, its successor assigns, in the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said improvement.

10. This easement is granted upon the finalizing of the vacation by the Party of the Second Part of Woodruff Avenue, from High Street to its western terminus, Frambes Avenue and Poe and Joe Alleys, from Neil Avenue to Tuttle Park Place, and Neil Avenue and Tuttle Park Place, from Lane Avenue to Woodruff Avenue, the easement not to be recorded until the above vacations are finalized.

11. It is understood and agreed that all overhead City-owned utility lines along the right-of-way easement, will be replaced by underground lines as part of this improvement.

12. It is understood and agreed that in the construction or reconstruction of the Lane Avenue bridge structure in this improvement provisions will be made for a bikeway to connect the existing Olentangy Trails bikeway with the University bikeway along the east side of the Olentangy River.

13. It is understood and agreed that this agreement shall not be assigned or transferred without the written consent of the Department of Administrative Services.

Section 2. That the premises so deeded and dedicated be and the same are hereby named Lane Avenue.

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

Passed June 9, 1975.
 M. D. PORTMAN,
 President of Council.
 Approved June 9, 1975.
 TOM MOODY, Mayor.
 Attest:
 HELEN M. VAN HEYDE, City Clerk.

ORD. No. 921-75—To accept certain deeds of easement for water line purposes.
 Be it ordained by the Council of the City of Columbus:

Section 1. That deeds of easement granting right-of-way for the construc-

tion and maintenance of various water line facilities identified by name of Grantor, date of grant, Franklin County Recorder's Office reference volume and page and parcel number, if any, as follows, be and they are hereby accepted:

Apartment Homes, Inc.	4/3/75	3459	231/233
Norton Road Water Line:			
Betty J. Goudy, et al.,	11/26/74	3441	927/928 8
Hard Road Booster Station:			
Summer & Company	11/26/74	3441	931/933 1
Marblecliff Quarries Co.	4/26/65	2640	277/278
Sharon Woods, Section One:			
Complete General Construction Co.,	8/31/71	3172	218/219
Reese & Company, Howard S. Adams	9/10/71	3173	416/417
Glen E. Ullom & Thelma I. Ullom	9/10/71	3173	418/419
of Dorothy J. Maurer			