

DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER

January 6, 2004

Honorable Board of County Commissioners
Franklin County Administration Building
373 South High Street, 26th Floor
Columbus, Ohio 43215

Honorable Board:

I hereby request that proceedings be initiated by your Honorable Board for the rehabilitation of the following bridges and structures in Franklin County, Ohio:

- Brice Road 2.40 over Blacklick Creek;
- Clifton Avenue 0.07 over Alum Creek;
- Dublin Road 5.86 over a tributary to the Scioto River;
- Dublin Road 5.25 over Kuhn Ditch;
- Lambert Road 1.30 over Hellbranch;
- Park Road 3.72 over Alum Creek;
- Roberts Road 0.64 over a tributary to Big Darby Creek;
- Rodebaugh Road 0.62 over French Run;
- Dodridge 4.48 over the Olentangy River;
- Livingston Avenue 7.56 over Big Walnut Creek; and
- Lockbourne Road 0.52 over a tributary to Big Walnut Creek

It is also requested that consulting engineers may be employed to assist me in preparing a report, consisting of full and accurate plans, specifications, estimates of cost and all other necessary documents relating to the above mentioned projects. We are of the opinion that said reports could be submitted on or before December 31, 2004.

Thank you for your consideration regarding this matter.

Respectfully submitted,

Dean C. Ringle, P.E., P.S.
Franklin County Engineer

DCR:TML:cmc

RESOLUTION NO. 12-04

January 13, 2004

**REHABILITATION OF VARIOUS BRIDGES
AND STRUCTURES IN FRANKLIN COUNTY,
DECLARED NECESSARY
(FRANKLIN COUNTY ENGINEER)**

WHEREAS, the Franklin County Engineer has requested that the rehabilitation of the following structures in Franklin County be completed:

- Brice Road 2.40 over Blacklick Creek;
- Clifton Avenue 0.07 over Alum Creek;
- Dublin Road 5.86 over a tributary to the Scioto River;
- Dublin Road 5.25 over Kuhn Ditch;
- Lambert Road 1.30 over Hellbranch;
- Park Road 3.72 over Alum Creek;
- Roberts Road 0.64 over a tributary to Big Darby Creek;
- Rodebaugh Road 0.62 over French Run;
- Dodridge 4.48 over the Olentangy River;
- Livingston Avenue 7.56 over Big Walnut Creek; and
- Lockbourne Road 0.52 over a tributary to Big Walnut Creek

WHEREAS, this work will include the replacement and rehabilitation of the existing structures; now, therefore, upon motion of Commissioner **Kilroy**, seconded by Commissioner **Stokes**,

**BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS
OF FRANKLIN COUNTY, OHIO:**

Section 1) That the Franklin County Engineer is hereby directed to prepare a report, consisting of full and accurate plans, specifications, estimates of cost and all other necessary documents for the above mentioned improvements as prescribed by law, and he shall file said report at a joint meeting of the County Commissioners, County Auditor and County Engineer for their approval or recommendations, said report is to be ready for filing on or before December 31, 2004.

Section 2) That the Franklin County Engineer, by his request is hereby directed to investigate and recommend consulting engineers to be hired to assist him in the preparation of said report.

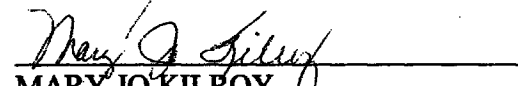
RESOLUTION, Cont'd.
REHABILITATION OF VARIOUS BRIDGES
AND STRUCTURES IN FRANKLIN COUNTY,
DECLARED NECESSARY
(FRANKLIN COUNTY ENGINEER)

Page 2

Voting Aye thereon:


DEWEY R. STOKES


ARLENE SHOEMAKER


MARY JO KILROY
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, OHIO

Voting Nay thereon:

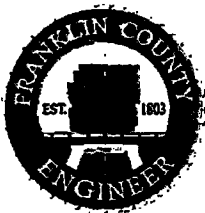
DEWEY R. STOKES

ARLENE SHOEMAKER

MARY JO KILROY
BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, OHIO

DCR:TML:cmc

c: Journal
Engineer-Bridge Rehabilitations



DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER

January 19, 2011

Honorable Board of County Commissioners
Franklin County Administration Building
373 South High Street, 26th Floor
Columbus, Ohio 43215

Honorable Board:

After negotiating with a portion of the land owners abutting Dodridge Street, County Road No. 52 over the Olentangy River, the City of Columbus, Clinton Township, Franklin County, Ohio, for the purchase of additional land needed for road purposes, I hereby submit for your consideration the following recommendation as to the amount of compensation and damages to be awarded to the owners of land sought to be appropriated.

AUDITOR'S PAR. NO.	ENGR'S PAR. NO.	NAME	AMOUNT
010-025740	3-SH, T	Xenia Co.	\$33,802.00
010-040247	5-SH, T1, T2	Robert C. Caley	\$35,000.00
Total			\$68,802.00

I am of the opinion that the sums above recommended to be paid to this portion of the owners to be just and equitable for the land needed and damages sustained by reason of the improvement of Dodridge Street, County Road No. 52 over the Olentangy River, the City of Columbus, Clinton Township, Franklin County, Ohio.

Respectfully submitted,

Dean C. Ringle, P.E., P.S.
Franklin County Engineer

1/19/11
DCR:TML:wr
Tml

Resolution No. 0061-11

February 01, 2011

Report (First) of the Franklin County Engineer and establishing sums for compensation and damages for a portion of the owners in the matter of the rehabilitation of the Dodridge Street Bridge (4.48) over the Olentangy River, Franklin County, Ohio (Engineer) (\$68,802.00)

WHEREAS, on January 13, 2004, the Board of County Commissioners did by resolution duly adopted find in favor of rehabilitating the structure on Dodridge Street (4.48) over the Olentangy River; and

WHEREAS, the Franklin County Engineer has negotiated with a portion of the property owners abutting the Dodridge Street project; and

WHEREAS, the Franklin County Engineer has advised this Board by letter dated January 19, 2011, that it is his recommendation that the following amounts of compensation be awarded to the owners of land sought to be appropriated; and

WHEREAS, the attached purchase order encumbrances have been pre-certified as to the availability of funds by the Franklin County Auditor for payment;

AUDITOR'S PAR. NO.	ENGR'S PAR. NO.	NAME	AMOUNT
010-025740	3-SH, T	Xenia Co.	\$33,802.00
010-040247	5-SH, T1, T2	Robert C. Caley	\$35,000.00
Total			\$68,802.00

BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, OHIO:

Section 1) That after due consideration the amounts of compensation and damages as recommended by the Franklin County Engineer for the rehabilitation of the structure on Dodridge Street (4.48) over the Olentangy River, Franklin County, Ohio are just and equitable for the lands needed and damages sustained by reason of said road improvement are hereby approved.

Section 2) That the attached purchase orders that are individually described on the accompanying Purchase Order Proof List have been pre-certified by the Franklin County Auditor for payment.

DCR:TML:wr
Prepared By: Will Reed
C: Engineer (Dodridge of the Olentangy River, #3110)
Road Record

SIGNATURE PAGE FOLLOWS

SIGNATURE SHEET

Resolution No. 0061-11

February 01, 2011

REPORT (FIRST) OF THE FRANKLIN COUNTY ENGINEER AND ESTABLISHING SUMS FOR COMPENSATION AND DAMAGES FOR A PORTION OF THE OWNERS IN THE MATTER OF THE REHABILITATION OF THE DODRIDGE STREET BRIDGE (4.48) OVER THE OLENTANGY RIVER, FRANKLIN COUNTY, OHIO

(Engineer)

(\$68,802.00)

Upon the motion of Commissioner Paula Brooks, seconded by Commissioner John O'Grady:


Voting:

Marilyn Brown, President	Aye
Paula Brooks	Aye
John O'Grady	Aye

Board of County Commissioners
Franklin County, Ohio

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Franklin County, Ohio on the date noted above.


 Debra A Willaman, Clerk
 Board of County Commissioners
 Franklin County, Ohio



DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER

January 28, 2011

Honorable Board of County Commissioners
 Franklin County Administration Building
 373 South High Street, 26th Floor
 Columbus, Ohio 43215

Honorable Board:

After negotiating with a portion of the land owners abutting Dodridge Street, County Road No. 52 over the Olentangy River, the City of Columbus, Clinton Township, Franklin County, Ohio, for the purchase of additional land needed for road purposes, I hereby submit for your consideration the following recommendation as to the amount of compensation and damages to be awarded to the owners of land sought to be appropriated.

<u>AUDITOR'S</u> <u>PAR. NO.</u>	<u>ENGR'S</u> <u>PAR. NO.</u>	<u>NAME</u>	<u>AMOUNT</u>
010-103672	1-T, S	The Ohio State University	\$ 1,906.00
010-044986	2-SH, SL	The Ohio State University	\$ 3,851.00
010-103169	4-WD, T1, T2, SL	American Chemical Society	\$54,060.00
Total			\$59,817.00

I am of the opinion that the sums above recommended to be paid to this portion of the owners to be just and equitable for the land needed and damages sustained by reason of the improvement of Dodridge Street, County Road No. 52 over the Olentangy River, the City of Columbus, Clinton Township, Franklin County, Ohio.

Respectfully submitted,

Dean C. Ringle, P.E., P.S.
 Franklin County Engineer

DCR:TML:wr

Resolution No. 0080-11

February 08, 2011

Report (Second) of the Franklin County Engineer and establishing sums for compensation and damages for a portion of the owners in the matter of the rehabilitation of the Dodridge Street Bridge (4.48) over the Olentangy River, Franklin County, Ohio (Engineer) (\$59,817.00)

WHEREAS, on January 13, 2004, the Board of County Commissioners did by resolution duly adopted find in favor of rehabilitating the structure on Dodridge Street (4.48) over the Olentangy River; and

WHEREAS, the Franklin County Engineer has negotiated with a portion of the property owners abutting the Dodridge Street project; and

WHEREAS, the Franklin County Engineer has advised this Board by letter dated January 28, 2011, that it is his recommendation that the following amounts of compensation be awarded to the owners of land sought to be appropriated; and

WHEREAS, the attached purchase order encumbrances have been pre-certified as to the availability of funds by the Franklin County Auditor for payment;

<u>AUDITOR'S PAR. NO.</u>	<u>ENGR'S PAR. NO.</u>	<u>NAME</u>	<u>AMOUNT</u>
010-103672	1-T, S	The Ohio State University	\$ 1,906.00
010-044986	2-SH, SL	The Ohio State University	\$ 3,851.00
010-103169	4-WD,T1,T2,SL	American Chemical Society	\$54,060.00
Total			\$59,817.00

BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, OHIO:

Section 1) That after due consideration the amounts of compensation and damages as recommended by the Franklin County Engineer for the rehabilitation of the structure on Dodridge Street (4.48) over the Olentangy River, Franklin County, Ohio are just and equitable for the lands needed and damages sustained by reason of said road improvement are hereby approved.

Section 2) That the attached purchase orders that are individually described on the accompanying Purchase Order Proof List have been pre-certified by the Franklin County Auditor for payment.

DCR:TMH:wr
Prepared By: Will Reed
C: Engineer (Dodridge of the Olentangy River, #3110)
Road Record

SIGNATURE PAGE FOLLOWS

SIGNATURE SHEET

Resolution No. 0080-11

February 08, 2011

**REPORT (SECOND) OF THE FRANKLIN COUNTY ENGINEER AND
ESTABLISHING SUMS FOR COMPENSATION AND DAMAGES FOR A
PORTION OF THE OWNERS IN THE MATTER OF THE REHABILITATION OF
THE DODRIDGE STREET BRIDGE (4.48) OVER THE OLENTANGY RIVER,
FRANKLIN COUNTY, OHIO**

(Engineer)

(\$59,817.00)

Upon the motion of Commissioner Paula Brooks, seconded by Commissioner John O'Grady:

Voting:

Marilyn Brown, President

Aye

Paula Brooks

Aye

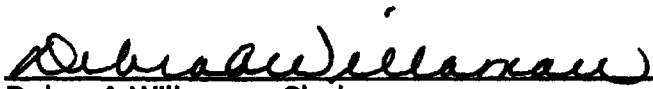
John O'Grady

Aye

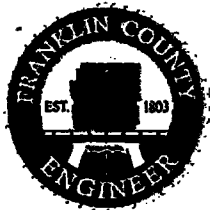
**Board of County Commissioners
Franklin County, Ohio**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Franklin County, Ohio on the date noted above.



**Debra A Willaman, Clerk
Board of County Commissioners
Franklin County, Ohio**



DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER

March 30, 2011

Honorable Board of County Commissioners
Franklin County Administration Building
373 South High Street, 26th Floor
Columbus, Ohio 43215

Honorable Board:

After negotiating with the American Chemical Society for the cost of land improvements located inside the work limits of the Dodridge Street bridge project, I hereby submit for your consideration the following recommendation as to the amount of compensation to be awarded to the American Chemical Society.

<u>AUDITOR'S</u> <u>PAR. NO.</u>	<u>ENGR'S</u> <u>PAR. NO.</u>	<u>NAME</u>	<u>AMOUNT</u>
010-103169	4-WD, T1, T2, SL	American Chemical Society	\$82,500.00

I am of the opinion that the sum recommended to be paid to this property owner is just and equitable for the land improvements effected by the replacement of the Dodridge Street bridge over the Olentangy River, the City of Columbus, Clinton Township, Franklin County, Ohio.

Respectfully submitted,

Dean C. Ringle, P.E., P.S.
Franklin County Engineer

DCR
DCR:TML:wr
TML

Resolution No. 0223-11

April 12, 2011

Report (Third) of the Franklin County Engineer establishing an amount of compensation for a portion of the owners in the matter of the rehabilitation of the Dodridge Street Bridge (4.48) over the Olentangy River, Franklin County, Ohio (Engineer) (\$82,500.00)

WHEREAS, on January 13, 2004, the Board of County Commissioners did by resolution duly adopted find in favor of rehabilitating the Dodridge Street Bridge (4.48) over the Olentangy River; and

WHEREAS, the Franklin County Engineer has negotiated with the American Chemical Society, one of the property owners abutting the Dodridge Street project, for the cost of land improvements inside the project limits; and

WHEREAS, the Franklin County Engineer has advised this Board by letter dated March 30, 2011, that it is his recommendation that the following amount of compensation be awarded to the American Chemical Society; and

WHEREAS, the attached purchase order encumbrance has been pre-certified as to the availability of funds by the Franklin County Auditor for payment;

<u>AUDITOR'S</u> <u>PAR. NO.</u>	<u>ENGR'S</u> <u>PAR. NO.</u>	<u>NAME</u>	<u>AMOUNT</u>
010-103169	4-WD,T1,T2,SL	American Chemical Society	\$82,500.00

BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, OHIO:

Section 1) That after due consideration the amount of compensation as recommended by the Franklin County Engineer for the rehabilitation of the Dodridge Street Bridge (4.48) over the Olentangy River, Franklin County, Ohio is just and equitable for land improvements effected by said road improvement and is hereby approved.

Section 2) That the attached purchase order that is individually described on the accompanying Purchase Order Proof List has been pre-certified by the Franklin County Auditor for payment.

DCR:TML:wr
Prepared By: Will Reed
c: Engineer (Dodridge Street o/ Olentangy, No. 3110)
Road Record

SIGNATURE PAGE FOLLOWS

SIGNATURE SHEET

Resolution No. 0223-11

April 12, 2011

REPORT (THIRD) OF THE FRANKLIN COUNTY ENGINEER ESTABLISHING AN AMOUNT OF COMPENSATION FOR A PORTION OF THE OWNERS IN THE MATTER OF THE REHABILITATION OF THE DODRIDGE STREET BRIDGE OVER THE OLENTANGY RIVER, FRANKLIN COUNTY, OHIO

(Engineer)

(\$82,500.00)

Upon the motion of Commissioner John O'Grady, seconded by Commissioner Paula Brooks:

Voting:

Marilyn Brown, President

Aye

Paula Brooks

Aye

John O'Grady

Aye

**Board of County Commissioners
Franklin County, Ohio**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Franklin County, Ohio on the date noted above.



**Debra A Willaman, Clerk
Board of County Commissioners
Franklin County, Ohio**



DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER

March 2, 2011

Honorable Board of County Commissioners
Franklin County Administration Building
373 South High Street, 26th Floor
Columbus, Ohio 43215

Honorable Board:

On January 13, 2004, the Board of County Commissioners by resolution declared it necessary to replace the bridge and roadway improvements on Dodridge Street over the Olentangy River.

In order to enter upon land owned by The Ohio State University and perform work on the construction project, it is necessary for the Board to enter into license agreements with the University. The attached License Agreements (2) grant the necessary right-of-way and require signatures from the Board of Commissioners.

Thank you for your consideration of this matter.

Respectfully submitted,

Dean C. Ringle, P.E., P.S.
Franklin County Engineer

DCR
DCR:TML:wr

Resolution No. 0161-11

March 15, 2011

Resolution authorizing the Franklin County Board of Commissioners to enter into license agreements with The Ohio State University for improvement of the Dodridge Street Bridge over the Olentangy River, Franklin County, Ohio (Engineer)

WHEREAS, on January 13, 2004, the Board of County Commissioners by resolution declared it necessary to replace the bridge and roadway improvements on Dodridge Street over the Olentangy River, Franklin County, Ohio, and the approaches thereto; and

WHEREAS, in order to perform work on the project, it is necessary to obtain right-of-way from The Ohio State University; and

WHEREAS, The Ohio State University has prepared two (2) license agreements for the Board of County Commissioners, thereby granting the necessary right-of-way for construction purposes; and

WHEREAS, it is the recommendation of the Franklin County Engineer to enter into the attached License Agreements with the Ohio State University;

BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, OHIO:

That the Franklin County Board of Commissioners is hereby authorized to enter into license agreements with The Ohio State University for the purpose of obtaining right-of-way necessary to replace the bridge and roadway improvements on Dodridge Street over the Olentangy River, Franklin County, Ohio, and the approaches thereto.

DCR:TML:wr
Prepared By: Will Reed
c: Engineer (Dodridge St. o/Olentangy River)

SIGNATURE PAGE FOLLOWS

SIGNATURE SHEET

Resolution No. 0161-11

March 15, 2011

RESOLUTION AUTHORIZING THE FRANKLIN COUNTY BOARD OF COMMISSIONERS TO ENTER INTO LICENSE AGREEMENTS WITH THE OHIO STATE UNIVERSITY FOR IMPROVEMENT OF THE DODRIDGE STREET BRIDGE OVER THE OLENTANGY RIVER, FRANKLIN COUNTY, OHIO

(Engineer)

Upon the motion of Commissioner Paula Brooks, seconded by Commissioner John O'Grady:

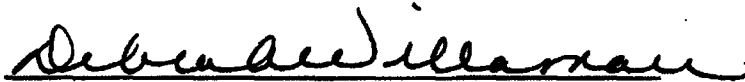
Voting:

Marilyn Brown, President	Aye
Paula Brooks	Aye
John O'Grady	Aye

Board of County Commissioners
Franklin County, Ohio

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Franklin County, Ohio on the date noted above.



Debra A Willaman, Clerk
Board of County Commissioners
Franklin County, Ohio

FRANKLIN COUNTY ENGINEER'S OFFICE

Summary of a resolution authorizing the Franklin County Board of Commissioners to enter into license agreements with The Ohio State University for the improvement of the Dodridge Street bridge over the Olentangy River, Franklin County, Ohio

This resolution authorizes the Board to enter into license agreements with The Ohio State University. The attached License Agreements grant the right-of-way necessary for the Dodridge Street Bridge project.

One of the agreements grants temporary access to Parcel 1-T for a period of 24 months to reconstruct a drive. The other agreement grants perpetual access to Parcels 1-S, 2-SH and 2-SL for storm sewer construction and grading.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, entered into as of the 1st day of March, 2011, by and between The Ohio State University ("Licensor") and Franklin County, an Ohio political subdivision ("Licensee").

RECITALS:

WHEREAS, the State of Ohio owns certain real property for the use of Licensor located at and contiguous to 250 Dodridge Street in the City of Columbus, County of Franklin, and State of Ohio (the "Premises");

WHEREAS, Licensor has the jurisdiction and control of the Premises;

WHEREAS, pursuant to Ohio Revised Code Section 3345.18, Licensor's Board of Trustees may grant to any county, the right to use in perpetuity or for such period of time as such Board shall specify, any lands of the state under its supervision or control, for any street, road or highway purposes, which may include, areas or space on, above or below the surface;

WHEREAS, Licensee desires to access and use the Premises to commence and complete the construction and installation of a vehicular and pedestrian bridge and other improvements, enhancements, facilities and equipment related thereto, and to operate and maintain the same;

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

- I. **USE.** Subject to the terms and conditions of this Agreement, commencing on the date that Licensor approves the plans and specifications for the Project pursuant to Section XIII (the "Commencement Date") Licensor hereby grants to Licensee a perpetual non-exclusive license to enter upon and use a portion of the Premises more particularly set forth on Exhibit "A" attached hereto and made a part hereof by reference (hereinafter, the "Site") for the purpose of constructing, installing, operating, maintaining, and/or replacing a vehicular and pedestrian bridge and items of construction, facilities and equipment appurtenant thereto (the "Project").
- II. **RELEASE.** To the extent permitted by law, Licensee hereby releases Licensor from any and all liability or responsibility to Licensee or anyone claiming through or under Licensee for any injury or death, or loss or damage to persons or property which occurs in, on or about the Site and which results or arises from the exercise of Licensee of its rights hereunder.
- III. **LICENSEE'S ENVIRONMENTAL REPRESENTATIONS, WARRANTIES AND COVENANTS.** (A) Licensee represents, warrants and covenants that in exercising its

rights hereunder that (1) the Site will not be used for any dangerous, noxious or offensive purpose and that it will not cause or maintain a nuisance there, (2) it will not bring, generate, treat, store, use or dispose of Hazardous Substances (as hereinafter defined) at the Site, (3) it shall at all times comply with all Environmental Laws (as hereinafter defined) and shall cause the Site to comply, and (4) Licensee will keep the Site free of any lien imposed pursuant to any Environmental Laws.

IV. ENVIRONMENTAL DEFINITIONS. (A) "Hazardous Substance" means, (1) asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Laws or any applicable laws or regulations as a "hazardous substance", "hazardous material", "hazardous waste", "infectious waste", "toxic substance", "toxic pollutant" or any other formulation intended to define, list or classify substance by reason of reproductive toxicity, or Toxicity Characteristic Leaching Procedure (TCLP) toxicity, (2) any petroleum and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources and (3) petroleum products, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear or by-product material) and medical waste.

(B) "Environmental Laws" collectively means and includes all present and future laws and any amendments (whether common law, statute, rule, order, regulation or otherwise), permit and other requirements or guidelines of governmental authorities applicable to the Premises and related to the environment and environmental conditions or to any Hazardous Substance (including, without limitation, CERCLA, 42 U.S.C. Section 9601, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U. S. C. Sec. 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801, et seq. The Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251, et seq., the Clean Air Act, 33 U.S.C. Sec. 7401, et seq., the Clean Air Act, 42 U.S.C. Sec. 741, et seq., the Toxic Substances Control Act, 15 U.S.C. Sec. 2601-2629, the Safe Drinking Water Act, 42 U.S.C. Sec 300f-300j, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 1101, et seq., and any so-called "Super Fund" or Super Line" law, and any law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency, and any similar state and local laws and regulations, all amendment thereto and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder concerning the environment, industrial hygiene or public health or safety.)

V. INSURANCE. Licensee shall, at Licensee's sole cost and expense, procure and continue in force during the term of this Agreement, the following insurance coverage, including any renewal term:

- A) A policy of commercial general liability insurance, in an amount not less than \$1,000,000 per occurrence, \$3,000,000 in the annual aggregate per location.

insuring against claims of bodily injury, personal injury and property damage arising out of Licensee's operations, assumed liabilities or use of the Site. Such policy shall name Licensor as an additional insured.

C) Workers' Compensation Insurance (at statutory limits).

All insurance policies shall be carried with companies licensed to do business in the State of Ohio, reasonably satisfactory to Licensor and shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Licensor. Licensee shall deliver to Licensor duly executed certificates of insurance accompanied by proof of payment of the premium no later than the Commencement Date. Licensor shall not at any time be liable for damage or injury to persons or property in or upon the Site that arise out of Licensee's exercise of its rights hereunder.

VI. "AS-IS" CONDITION. Licensee agrees to accept the Site in its "as-is" condition "with all faults". No representations or warranties have been made or are made, and no responsibility has been or is assumed by Licensor or by any trustee, officer, person, firm agent or representative acting or purporting to act on half of Licensor as to the condition or repair of the Site or the any other fact or condition which has or might affect the Site or the condition or repair of the Site of any portion thereof. Licensee waives and releases Licensor from any and all claims arising from or relating to the condition of the Site.

VII. CONSIDERATION. In consideration of the rights granted by Licensor herein, Licensee shall pay to Licensor the sum of Three Thousand Eight Hundred Eighty-one and 00/100 Dollars (\$3,881.00) on or before the Commencement Date.

VIII. TERMINATION. Licensor may terminate this Agreement upon the happening of any one or more of the following events:

- A. The doing or permitting to be done by Licensee, Licensee's agents, employees, contractors, licensees and invitees of any act which creates a mechanic's lien or claim therefor against the Site which is not released or otherwise provided for satisfactory to Licensor within thirty (30) days thereafter;
- C. Licensee fails to perform any of its covenants hereunder within thirty (30) days after receipt of written notice from Licensor of such failure, or if such performance is incapable of being completed within thirty (30) days, if Licensee fails to commence the performance of such covenant within said thirty (30) days and thereafter diligently pursuing such performance.

In any of the aforesaid events, and in addition to any and all rights and remedies available to Licensor by law or in equity, Licensor may, with or without further notice, forthwith terminate this Agreement and shall have the immediate right of re-entry

without evidence of notice or resort to legal process or becoming liable for any loss or damage which may be occasioned thereby.

IX. PERMITS AND COMPLIANCE All permits, approvals, consents, costs and expenses associated with the Project are the sole responsibility of Licensee. All work performed in consummation of the Project must be in compliance with all federal, state, and local laws.

X. NOTICE. All notices, demands and requests, required to be given to Licensor or Licensee under this Agreement shall be given in writing and shall be deemed given three (3) days after being deposited as certified mail, postage prepaid, return receipt requested, in the United States Mails or the same day as personally delivered addressed to Licensor or Licensee at its address set forth below, or at such different address as Licensor or Licensee shall advise Licensee or Licensor, respectively, in writing:

If to Licensor: The Ohio State University
 Physical Planning and Real Estate
 53 W. Eleventh Ave
 Columbus, Ohio 43201

If to Licensee: Franklin County Engineer's Office
 c/o Real Estate Administrator

 Columbus, Ohio _____

XI. ASSIGNMENT AND SUBLICENSING. Licensee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Site or any part thereof or permit the use of the Site to any party other than Licensee.

XII. ENTRY. Prior to entering the Site for commencing the Project, Licensee will be required to provide Licensor with at least twenty-four (24) hours notice.

XIII. PROJECT WORK AND MAINTENANCE. Prior to commencing the Project on the Site, Licensee shall submit detailed plans and specifications of the Project to Licensor for Licensor's written approval, which approval shall not be unreasonably withheld or delayed. Licensor's approval of the design or specifications for the Project is not a representation that such Project is in compliance with all applicable laws, ordinances, rules and regulations or that it will not cause interference with other operations on the Site. Except as otherwise expressly provided for herein, all costs associated with the Project are the sole responsibility of Licensee. The Project must be performed in compliance with all federal, state, and local laws, including but not limited to local zoning requirements, and will adhere to reasonable technical standards. During the construction and/or installation of the Project components, Licensee shall have the right to remove and displace earth, and to store such displaced earth upon the Site.

provided, however, that after construction and/or installation is complete, Licensee shall fill, restore to grade and seed the Site, as appropriate.

In addition to obtaining Licensor's written approval of the plans and specifications of the Project, prior to allowing the Project to be performed in or on the Site, Licensee will be required to (i) provide Licensor with at least forty-eight (48) hours notice; (ii) deliver to Licensor the insurance certificates as specified hereinbefore; and (iii) deliver copies to Licensor of any and all permits and approvals required for this Project.

All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to interfere with, delay or impose any additional expense upon Licensor in maintaining the Premises. In no event will Licensor be required to consent to any installation or other work by Licensee which would adversely affect the operation or use by Licensor of the Premises.

Licensee agrees to maintain the Project in proper operating condition and within industry accepted safety standards. Licensor assumes no responsibility or the operation and/or maintenance of the Project.

XIV. INTERFERENCE. Licensee shall perform the Project in a manner which shall not cause interference with any adjacent property of Licensor or the use of the Premises by Licensor or any tenant, licensee or invitee of Licensor of the Premises, or any adjoining property owner in any way.

XV. SUBORDINATION. This Agreement shall be absolutely subject and subordinate to all ground or underlying leases of the Premises and to all mortgages which may now or hereafter be secured upon or leases of the Premises and to any and all renewals, modifications, consolidations, replacements and extensions thereof.

XVI. CONTINUED USE. Licensor shall continue to have the full use and enjoyment of the Site in any manner not inconsistent with the rights herein described and provided no use shall be done within said Site which may materially interfere with the operation or maintenance of the Project.

XVII. BINDING AGREEMENT. The license granted herein is a perpetual license and all terms and conditions herein shall be effective against and binding upon the Licensor and Licensee and their respective successors and assigns.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

STATE OF OHIO

By: _____
JOHN R. KASICH, GOVERNOR

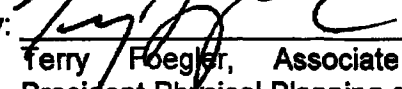
COUNTERSIGNED BY:

By: _____
JON HUSTED,
SECRETARY OF STATE

LICENSOR:

THE OHIO STATE UNIVERSITY

Jeff Kaplan, Senior vice President
Office of Administration and Planning
Special Assistant to the President

By:  _____
Terry Foegler, Associate Vice
President Physical Planning and
Real Estate

LICENSEE:

THE COUNTY OF FRANKLIN, State of Ohio

By: _____
_____, its County
Commissioner

By: _____
_____, its County
Commissioner

By: _____
_____, its County
Commissioner

Acknowledgements

State of Ohio
County of Franklin: ss.

The foregoing instrument was acknowledged before me this 21st day of February, 2011, by Terry Foegler, Associate Vice President Physical Planning and Real Estate of The Ohio State University, on behalf of the University.



Pamela J. Fay
Notary Public
My Commission Expires: 11/29/2013
Notary Public, State of Ohio
My Commission Expires 11-29-2013

State of Ohio
County of Franklin: ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, the County Commissioner of Franklin County, Ohio, on behalf of the County.

Notary Public
My Commission Expires: _____

State of Ohio
County of Franklin: ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, the County Commissioner of Franklin County, Ohio, on behalf of the County.

Notary Public
My Commission Expires: _____

State of Ohio
County of Franklin: ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, the County Commissioner of Franklin County, Ohio, on behalf of the County.

Notary Public
My Commission Expires: _____

**EXHIBIT A:
The Site**

(Attach county 1-S, 2-SH and 2-SL legal descriptions and site plan)

PARCEL
1-S

Situated in Section 3, Township 1N, Range 18 W, of the United States Military Lands, City of Columbus, Franklin County, Ohio and being located on a 3.09 acre tract conveyed to the State of Ohio by deed of record Vol. 1751, Pg. 47 of the Deed Records of Franklin County, Parcel No. 010-103672, being further described as follows:

Beginning at a point on the existing northerly right-of-way line of County Rd 52, a.k.a. Dodridge Street at centerline right-of-way STA 151+94.00, 39.19 ft LT, as delineated on the Centerline of Right-of-Way Plat of FRA-CR 52-4.48 and recorded in Vol. , Pg. of the Plat Records of Franklin County, said point also being the True Point of Beginning for the easement herein described:

Thence N 01° 22' 44" E, 20.81 ft across the aforementioned 3.09 acre State of Ohio tract, to a point, located at centerline right-of-way STA 151+94.00, 60.00 ft LT;

Thence S 88° 38' 55" E, 10.94 ft, to a point, located at centerline right-of-way STA 152+05.00, 60.00 ft LT;

Thence S 01° 19' 26" W, 21.12.00 ft, to a point, located at centerline right-of-way STA 152+05.00, 38.88 ft LT, said point also being on the existing northerly right-of-way line of County Rd 52;

Thence, N 87° 01' 03" W, 10.97 ft, along the existing northerly right-of-way line of County Road 52 to the True Point of Beginning.

Containing 230, Sq. Ft., 0.005 acres.

Basis of Bearing: The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was referenced to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of County Road 52, a.k.a. Dodridge Street, having a bearing of N 78° 44' 32" E and monumented as shown on the aforementioned Centerline of Right-of-Way Plat.

**PARCEL 1-S
ERROR OF CLOSURE**

			NORTHING	EASTING
POB			734778.991322	1823563.177778
Course 1	N.01°-22'-44" E.	20.81'	734799.795296	1823563.678546
Course 2	S.88°-38'-55" E.	10.94'	734799.537287	1823574.615503
Course 3	S.01°-19'-26" W.	21.12'	734778.422925	1823574.127544
Course 4	N.87°-01'-03" W.	10.97'	734778.993702	1823563.172446

ERROR OF CLOSURE

734778.991322	1823563.177778
<u>734778.993702</u>	<u>1823563.172446</u>
+0.00238	-0.005332

BEARING AND DISTANCE TO CLOSURE.

S.66°-05'-58.36" E. 0.005880'

AREA

229.5565 S.F. = 0.005 Acres

PARCEL
2-SH

Situated in Section 3, Township 1N, Range 18 W, of the United States Military Lands, City of Columbus, Franklin County, Ohio and being located on a 6.236 acre tract conveyed to the State of Ohio by deed of record 200704040058615 of the Instrument Records of Franklin County, Parcel No. 010-044986, being further described as follows:

Beginning at a point on the existing northerly right-of-way line of County Rd 52, a.k.a. Dodridge Street at centerline right-of-way STA 153+80.00, 33.12 ft LT, as delineated on the Centerline of Right-of-Way Plat of FRA-CR 52-4.48 and recorded in Vol. ., Pg. of the Plat Records of Franklin County, said point also being the True Point of Beginning for the easement herein described:

Thence N 01° 03' 20" E, 6.88 ft across the aforementioned 6.236 acre State of Ohio tract, to a point, located at centerline right-of-way STA 153+80.00, 40.00 ft LT;

Thence S 88° 56' 40" E, 7.43 ft, to a point, located at centerline right-of-way STA 153+87.43, 40.00 ft LT, said point also being on the existing right-of-way line of County Rd 52;

Thence S 03° 04' 22" W, 7.13 ft, along the existing right-of-way line of County Rd 52, to a point, located at centerline right-of-way STA 153+87.18, 32.88 ft LT, said point also being at an angle point in the existing northerly right-of-way line of County Rd 52;

Thence, N 87° 01' 03" W, 7.18 ft, along the existing northerly right-of-way line of County Road 52 to the True Point of Beginning.

Containing 51, Sq. Ft., 0.001 acres.

Basis of Bearing: The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was referenced to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of County Road 52, a.k.a. Dodridge Street, having a bearing of N 78° 44' 32" E and monumented as shown on the aforementioned Centerline of Right-of-Way Plat.

**PARCEL 2-SH
ERROR OF CLOSURE**

			NORTHING	EASTING
POB			734769.320321	1823748.804640
Course 1	N.01°-03'-20" E.	6.88'	734776.199153	1823748.931383
Course 2	S.88°-56'-40" E.	7.43'	734776.062279	1823756.360122
Course 3	S.03°-04'-22" W.	7.13'	734768.942530	1823755.977922
Course 4	N.87°-01'-03" W.	7.18'	734769.316112	1823748.807648

ERROR OF CLOSURE

734769.320321	1823748.804640
<u>734769.316112</u>	<u>1823748.807648</u>
-0.004209	+0.003008

BEARING AND DISTANCE TO CLOSURE

N.35°-33'-08.87" W. 0.005173'

AREA

51.1819 S.F. = 0.001 Acres

PARCEL
2-SL

Situated in Section 3, Township 1N, Range 18 W, of the United States Military Lands, City of Columbus, Franklin County, Ohio and being located on a 6.236 acre tract conveyed to the State of Ohio by deed of record 200704040058615 of the Instrument Records of Franklin County, Parcel No. 010-044986, being further described as follows:

Beginning at an iron pin found on the existing northerly right-of-way line of County Rd 52, a.k.a. Dodridge Street at centerline right-of-way STA 153+12.50, 35.39 ft LT. as delineated on the Centerline of Right-of-Way Plat of FRA-CR 52-4.48 and recorded in Vol. , Pg. of the Plat Records of Franklin County, said point also being the True Point of Beginning for the easement herein described:

Thence N 03° 46' 01" E, 28.64 ft along the west line of the aforementioned 6.236 acre State of Ohio tract, to a point, located at centerline right-of-way STA 153+13.86, 64.00 ft LT;

Thence N 87° 59' 05" E, 74.67 ft, to a point, located at centerline right-of-way STA 153+88.42, 68.00 ft LT, said point also being on the existing right-of-way line of County Rd 52;

Thence S 03° 04' 22" W, 35.14 ft, along the existing right-of-way line of County Rd 52, to a point, located at centerline right-of-way STA 153+87.18, 32.88 ft LT, said point also being at an angle point in the existing northerly right-of-way line of County Rd 52;

Thence, N 87° 01' 03" W, 74.72 ft, along the existing northerly right-of-way line of County Road 52 to the True Point of Beginning.

Containing 2377, Sq. Ft., 0.054 acres.

Basis of Bearing: The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was referenced to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of County Road 52, a.k.a. Dodridge Street, having a bearing of N 78° 44' 32" E and monumented as shown on the aforementioned Centerline of Right-of-Way Plat.

**PARCEL 2-SL
ERROR OF CLOSURE**

			NORTHING	EASTING
POB			734777.438199	1823681.664332
Course 1	N.03°-46'-01" E.	28.64'	734806.016323	1823683.545929
Course 2	N.87°-59'-05" E.	74.67'	734808.642167	1823758.169745
Course 3	S.03°-04'-22" W.	35.14'	734773.552689	1823756.286086
Course 4	N.87°-01'-03" W.	74.72'	734777.440441	1823681.667297

ERROR OF CLOSURE

734777.438199	1823681.664332
<u>734777.440441</u>	<u>1823681.667297</u>
+0.002242	+0.002965

BEARING AND DISTANCE TO CLOSURE

S.52°-53'-58.69" W. 0.003717'

AREA

2376.6232 S.F. = 0.054 Acres



Property Report

Generated on 01/11/2011 at 08:47:30 AM

Parcel ID 010-030630-00	Map Routing No 010-B029 -060-00	Card No 1	Location 1972 N HIGH ST
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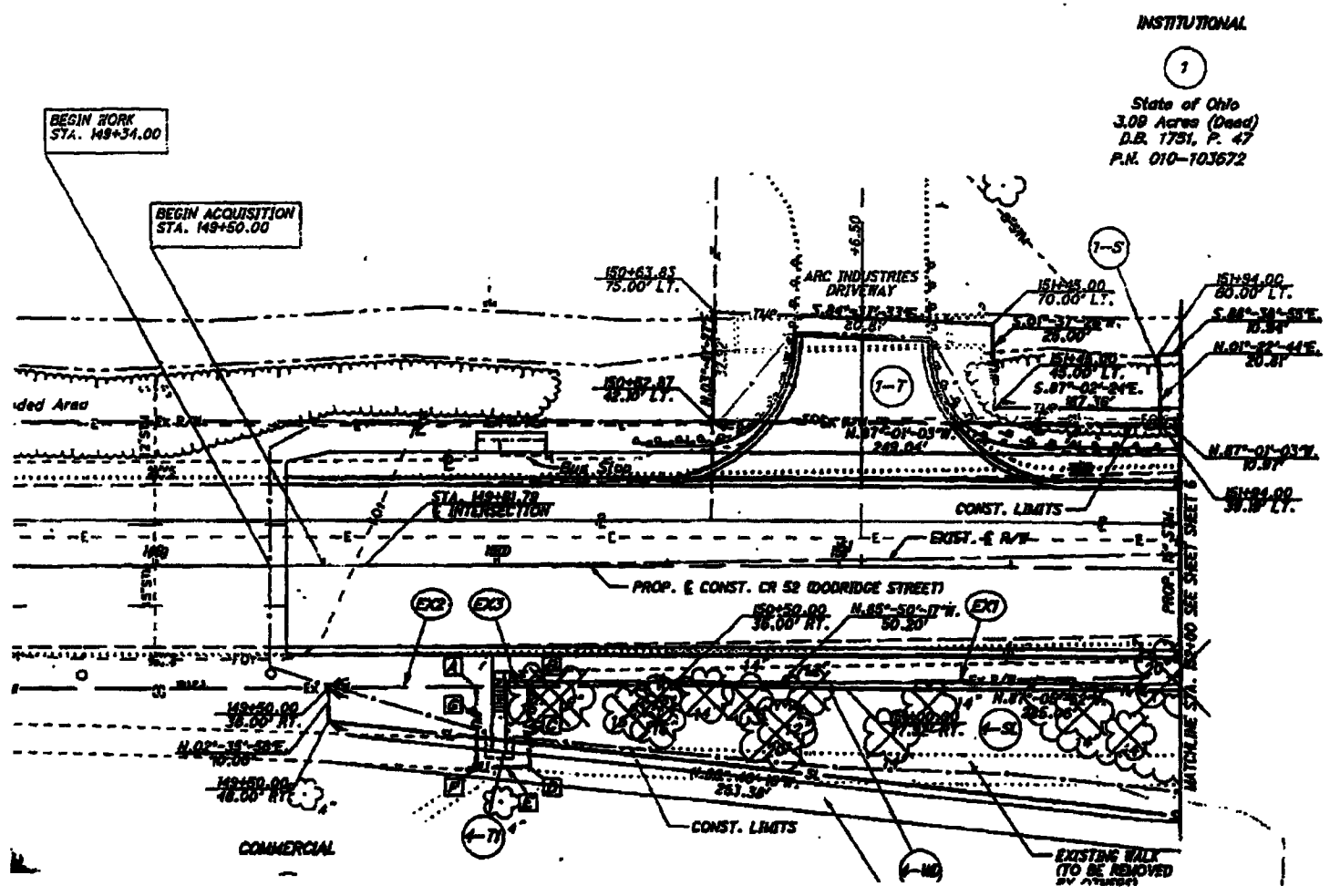
GIS



Disclaimer:
This drawing is prepared for the real property inventory within this county. It is compiled from recorded deeds, survey plats, and other public records and data. Users of this drawing are notified that the public primary information source should be consulted for verification of the information contained on this drawing. The county and the mapping companies assume no legal responsibility for the information contained on this drawing. Please notify the Franklin County GIS Division of any discrepancies.

The information on this web site is prepared for the real property inventory within this county. Users of this data are notified that the public primary information source should be consulted for verification of the information contained on this site. The county and vendors assume no legal responsibility for the information contained on this site. Please notify the Franklin County Auditor's Real Estate Division of any discrepancies.

CITY OF COLUMBUS
 SEC.3, T. 1 N., R. 18 W.



INSTITUTIONAL
 1
 State of Ohio
 3.08 Acres (Dead)
 D.B. 1751, P. 47
 P.N. 010-103672

	PLAN NO. 82532	DATE 11/17/80	DRAWN BY JWB
	RIGHT OF WAY PLAN & SUMMARY STA. 147+00 TO STA. 152+00		

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, entered into as of the 1st day of March, 2011, by and between The Ohio State University ("Licensor") and Franklin County, an Ohio political subdivision ("Licensee").

RECITALS:

WHEREAS, the State of Ohio owns certain real property for the use of Licensor located at and contiguous to 250 Dodridge Street in the City of Columbus, County of Franklin, and State of Ohio (the "Premises");

WHEREAS, Licensor has the jurisdiction and control of the Premises;

WHEREAS, pursuant to Ohio Revised Code Section 3345.18, Licensor's Board of Trustees may grant to any county, the right to use in perpetuity or for such period of time as such Board shall specify, any lands of the state under its supervision or control, for any street, road or highway purposes, which may include, areas or space on, above or below the surface;

WHEREAS, Licensee desires to access and use certain portions of the Premises to commence and complete the reconstruction of the Dodridge Street bridge and other improvements, enhancements, facilities and equipment related thereto;

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

I. **USE.** Licensor, for the term set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Licensee a non-exclusive license to enter upon that portion of the Premises more particularly set forth on Exhibit "A" attached hereto and made a part hereof by reference (hereinafter, the "Site") for the purpose of constructing, installing, and/or replacing a vehicular and pedestrian bridge and items of construction, facilities and equipment appurtenant thereto as shall be more specifically identified in the construction drawings, plans and specifications to be submitted to Licensor for approval pursuant to Article XIV hereinbelow (the "Project").

II. **TERM.** This Agreement shall commence on March 1, 2011 (the "Commencement Date"), and shall terminate twenty four (24) months from the Commencement Date (the "Term"), unless extended in writing by Licensor.

III. **RELEASE.** To the extent permitted by law, Licensee hereby releases Licensor from any and all liability or responsibility to Licensee or anyone claiming through or under Licensee for any injury or death, or loss or damage to persons or property which occurs in, on or about the Site and which results or arises from the exercise of Licensee of its rights hereunder.

IV. LICENSEE'S ENVIRONMENTAL REPRESENTATIONS, WARRANTIES AND COVENANTS. (A) Licensee represents, warrants and covenants that in exercising its rights hereunder that (1) the Site will not be used for any dangerous, noxious or offensive purpose and that it will not cause or maintain a nuisance there, (2) it will not bring, generate, treat, store, use or dispose of Hazardous Substances (as hereinafter defined) at the Site, (3) it shall at all times comply with all Environmental Laws (as hereinafter defined) and shall cause the Site to comply, and (4) Licensee will keep the Site free of any lien imposed pursuant to any Environmental Laws.

V. ENVIRONMENTAL DEFINITIONS. (A) "Hazardous Substance" means, (1) asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Laws or any applicable laws or regulations as a "hazardous substance", "hazardous material", "hazardous waste", "infectious waste", "toxic substance", "toxic pollutant" or any other formulation intended to define, list or classify substance by reason of reproductive toxicity, or Toxicity Characteristic Leaching Procedure (TCLP) toxicity, (2) any petroleum and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources and (3) petroleum products, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear or by-product material) and medical waste.

(B) "Environmental Laws" collectively means and includes all present and future laws and any amendments (whether common law, statute, rule, order, regulation or otherwise), permit and other requirements or guidelines of governmental authorities applicable to the Premises and related to the environment and environmental conditions or to any Hazardous Substance (including, without limitation, CERCLA, 42 U.S.C. Section 9601, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U. S. C. Sec. 6901, et seq., the Hazardous Materials Transportation Act., 49 U.S.C. Sec. 1801, et seq. The Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251, et seq., the Clean Air Act, 33 U.S.C. Sec. 7401, et seq., the Clean Air Act, 42 U.S.C. Sec. 741, et seq., the Toxic Substances Control Act, 15 U.S.C. Sec. 2601-2629, the Safe Drinking Water Act, 42 U.S.C. Sec 300f-300j, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 1101, et seq., and any so-called "Super Fund" or Super Line" law, and any law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency, and any similar state and local laws and regulations, all amendment thereto and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder concerning the environment, industrial hygiene or public health or safety.)

VI. INSURANCE. Licensee shall, at Licensee's sole cost and expense, procure and continue in force during the term of this Agreement, the following insurance coverage, including any renewal term:

A) A policy of commercial general liability insurance, in an amount not less than \$1,000,000 per occurrence, \$3,000,000 in the annual aggregate per location, insuring against claims of bodily injury, personal injury and property damage arising out of Licensee's operations, assumed liabilities or use of the Site. Such policy shall name Licensor as an additional insured.

B) Workers' Compensation Insurance (at statutory limits).

All insurance policies shall be carried with companies licensed to do business in the State of Ohio, reasonably satisfactory to Licensor and shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Licensor. Licensee shall deliver to Licensor duly executed certificates of insurance accompanied by proof of payment of the premium no later than the Commencement Date. Licensor shall not at any time be liable for damage or injury to persons or property in or upon the Site that arise out of Licensee's exercise of its rights hereunder.

VII. "AS-IS" CONDITION. Licensee agrees to accept the Site in its "as-is" condition "with all faults". No representations or warranties have been made or are made, and no responsibility has been or is assumed by Licensor or by any trustee, officer, person, firm agent or representative acting or purporting to act on half of Licensor as to the condition or repair of the Site or the any other fact or condition which has or might affect the Site or the condition or repair of the Site or any portion thereof. Licensee waives and releases Licensor from any and all claims arising from or relating to the condition of the Site.

VIII. CONSIDERATION. In consideration of the rights granted by Licensor herein, Licensee shall pay to Licensor the sum of One Thousand Seven Hundred Fourteen and 00/100 Dollars (\$1,714.00), to be paid on or prior to the Commencement Date.

IX. TERMINATION. Licensor may terminate this Agreement upon the happening of any one or more of the following events:

- A. The doing or permitting to be done by Licensee, Licensee's agents, employees, contractors, licensees and invitees of any act which creates a mechanic's lien or claim therefor against the Site which is not released or otherwise provided for satisfactory to Licensor within thirty (30) days thereafter;
- B. Licensee fails to perform any of its covenants hereunder within thirty (30) days after receipt of written notice from Licensor of such failure, or if such performance is incapable of being completed within thirty (30) days, if Licensee fails to commence the performance of such covenant within said thirty (30) days and thereafter diligently pursuing such performance.

In any of the aforesaid events, and in addition to any and all rights and remedies available to Licensor by law or in equity, Licensor may, with or without further notice, forthwith terminate this Agreement and shall have the immediate right of re-entry without evidence of notice or resort to legal process or becoming liable for any loss or damage which may be occasioned thereby.

X. PERMITS AND COMPLIANCE All permits, approvals, consents, costs and expenses associated with the Project are the sole responsibility of Licensee. All work performed in consummation of the Project must be in compliance with all federal, state, and local laws.

XI. NOTICE. All notices, demands and requests, required to be given to Licensor or Licensee under this Agreement shall be given in writing and shall be deemed given three (3) days after being deposited as certified mail, postage prepaid, return receipt requested, in the United States Mails or the same day as personally delivered addressed to Licensor or Licensee at its address set forth below, or at such different address as Licensor or Licensee shall advise Licensee or Licensor, respectively, in writing:

If to Licensor: The Ohio State University
Physical Planning and Real Estate
53 W. Eleventh Ave
Columbus, Ohio 43201

If to Licensee: Franklin County Engineer's Office
c/o _____, Real Estate Administrator

Columbus, Ohio _____

XII. ASSIGNMENT AND SUBLICENSING. Licensee shall not assign any interest in this License Agreement or otherwise transfer or sublicense the Site or any part thereof or permit the use of the Site to any party other than Licensee.

XIII. ENTRY. Prior to entering the Site for commencing the Project, Licensee will be required to provide Licensor with at least forty-eight (48) hours notice.

XIV. PROJECT WORK AND MAINTENANCE. Prior to commencing the Project on the Site, Licensee shall submit detailed construction drawings, plans and specifications of the Project to Licensor for Licensor's written approval, which approval shall not be unreasonably withheld or delayed. Licensor's approval of the design or specifications for the Project is not a representation that such Project is in compliance with all applicable laws, ordinances, rules and regulation or that it will not cause interference with other operations on the Site. Except as otherwise expressly provided for herein, all costs associated with the Project are the sole responsibility of Licensee. The Project must be performed in compliance with all federal, state, and local laws, including but not limited to local zoning requirements, and will adhere to reasonable technical

standards. During the construction and/or installation of the Project components, Licensee shall have the right to remove and displace earth, and to store such displaced earth upon the Site, provided, however, that after construction and/or installation is complete, Licensee shall fill, restore to grade and seed the Site, as appropriate.

In addition to obtaining Licensor's written approval of the plans and specifications of the Project, prior to allowing the Project to be performed in or on the Site, Licensee will be required to (i) provide Licensor with at least forty-eight (48) hours notice; (ii) deliver to Licensor the insurance certificates as specified hereinbefore; and (iii) deliver copies to Licensor of any and all permits and approvals required for this Project.

All installation and other work to be performed by Licensee hereunder will be done in such a manner so as not to interfere with, delay or impose any additional expense upon Licensor in maintaining the Premises. In no event will Licensor be required to consent to any installation or other work by Licensee which would adversely affect the operation or use by Licensor of the Premises.

Licensee agrees to maintain the Project in proper operating condition and within industry accepted safety standards. Licensor assumes no responsibility or the operation and/or maintenance of the Project.

XV. INTERFERENCE. Licensee shall perform the Project in a manner which shall not cause interference with any adjacent property of Licensor or the use of the Premises by Licensor or any tenant, licensee or invitee of Licensor of the Premises, or any adjoining property owner in any way.

XVI. SUBORDINATION. This Agreement shall be absolutely subject and subordinate to all ground or underlying leases of the Premises and to all mortgages which may now or hereafter be secured upon or leases of the Premises and to any and all renewals, modifications, consolidations, replacements and extensions thereof.

XVII. CONTINUED USE. Licensor shall continue to have the full use and enjoyment of the Site in any manner not inconsistent with the rights herein described and provided no use shall be done within said Site which may materially interfere with the operation or maintenance of the Project.

XVIII. BINDING AGREEMENT. The license granted herein is a perpetual license and all terms and conditions herein shall be effective against and binding upon the Licensor and Licensee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

STATE OF OHIO


By: _____
JOHN R. KASICH, GOVERNOR

COUNTERSIGNED BY:

By: _____
JON HUSTED,
SECRETARY OF STATE

LICENSOR:

THE OHIO STATE UNIVERSITY
Jeff Kaplan, Senior vice President
Office of Administration and Planning
Special Assistant to the President

By:  _____
Terry Fogler, Associate Vice
President Physical Planning and
Real Estate

LICENSEE:

THE COUNTY OF FRANKLIN, State of
Ohio

By: _____
_____, its County
Commissioner

By: _____
_____, its County
Commissioner

By: _____
_____, its County
Commissioner

Acknowledgements

State of Ohio

County of Franklin: ss.

The foregoing instrument was acknowledged before me this 21st day of February, 2011, by Terry Foegler, Associate Vice President, Physical Planning and Real Estate, on behalf of the University



Pamela J. Fry
Notary Public
State of Ohio
My Commission Expires: 11/29/2013

State of Ohio
County of Franklin: ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, the County Commissioner of Franklin County, Ohio, on behalf of the County.

Notary Public
My Commission Expires: _____

State of Ohio
County of Franklin: ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, the County Commissioner of Franklin County, Ohio, on behalf of the County.

Notary Public
My Commission Expires: _____

State of Ohio
County of Franklin: ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, the County Commissioner of Franklin County, Ohio, on behalf of the County.

Notary Public
My Commission Expires: _____

**EXHIBIT A:
The Site**

(Attach County's legal description for parcel 1-Tand site plan)

PARCEL
1-T

Situated in Section 3, Township 1N, Range 18 W, of the United States Military Lands, City of Columbus, Franklin County, Ohio and being located on a 3.09 acre tract conveyed to the State of Ohio by deed of record Vol. 1751, Pg. 47 of the Deed Records of Franklin County, Parcel No. 010-103672, being further described as follows:

Beginning at a point on the west property line of the aforementioned 3.09 acre State of Ohio tract where it intersects the existing northerly right-of-way line of County Rd 52, a.k.a. Dodridge Street at centerline right-of-way STA 150+62.87, 42.10 ft LT, as delineated on the Centerline of Right-of-Way Plat of FRA-CR 52-4.48 and recorded in Vol. , Pg. of the Plat Records of Franklin County, said point also being the True Point of Beginning for the easement herein described:

Thence N 03° 41' 27" E, 32.92 ft along the west line of the aforementioned 3.09 acre State of Ohio tract, to a point, located at centerline right-of-way STA 150+63.83, 75.00 ft LT;

Thence S 84° 37' 33" E, 80.81 ft, across the aforementioned 3.09 acre State of Ohio tract, to a point, located at centerline right-of-way STA 151+45.00, 70.00 ft LT;

Thence S 01° 37' 26" W, 25.00 ft, to a point, located at centerline right-of-way STA 151+45.00, 45.00 ft LT;

Thence S 87° 02' 24" E, 167.36 ft, to a point, located at centerline right-of-way STA 153+12.72, 40.00 ft LT, said point also being on the east line of the aforementioned 3.09 acre State of Ohio tract;

Thence, S 03° 46' 01" W, 4.61 ft, along the east line of the aforementioned 3.09 acre State of Ohio tract, to an iron pin found, located at centerline right-of-way STA 153+12.50, 35.39 ft LT, said point also being at the intersection of the existing northerly right-of-way line of County Rd 52 and east line of the aforementioned 3.09 acre State of Ohio tract;

Thence, N 87° 01' 03" W, 249.04 ft, along the existing northerly right-of-way line of County Road 52 to the True Point of Beginning.

Containing 3305, Sq. Ft., 0.076 acres.

Basis of Bearing: The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was referenced to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the centerline of County Road 52, a.k.a. Dodridge Street, having a bearing of N 78° 44' 32" E and monumented as shown on the aforementioned Centerline of Right-of-Way Plat.

**PARCEL 1-T
ERROR OF CLOSURE**

			NORTHING	EASTING
POB			734785.791262	1823432.658565
Course 1	N.03°-41'-27" E.	32.92'	734818.639050	1823434.777381
Course 2	S.84°-37'-33" E.	80.81'	734811.074366	1823515.232496
Course 3	S.01°-37'-26" W.	25.00'	734786.084406	1823514.524035
Course 4	S.87°-02'-24" E.	167.36'	734777.442142	1823681.660749
Course 5	S.03°-46'-01" E.	4.61'	734772.842101	1823681.357880
Course 6	N.87°-01'-03" W.	249.04'	734785.799887	1823432.655211

ERROR OF CLOSURE

734785.791262	1823432.658565
<u>734785.799887</u>	<u>1841574.744281</u>
+0.008625	-0.003354

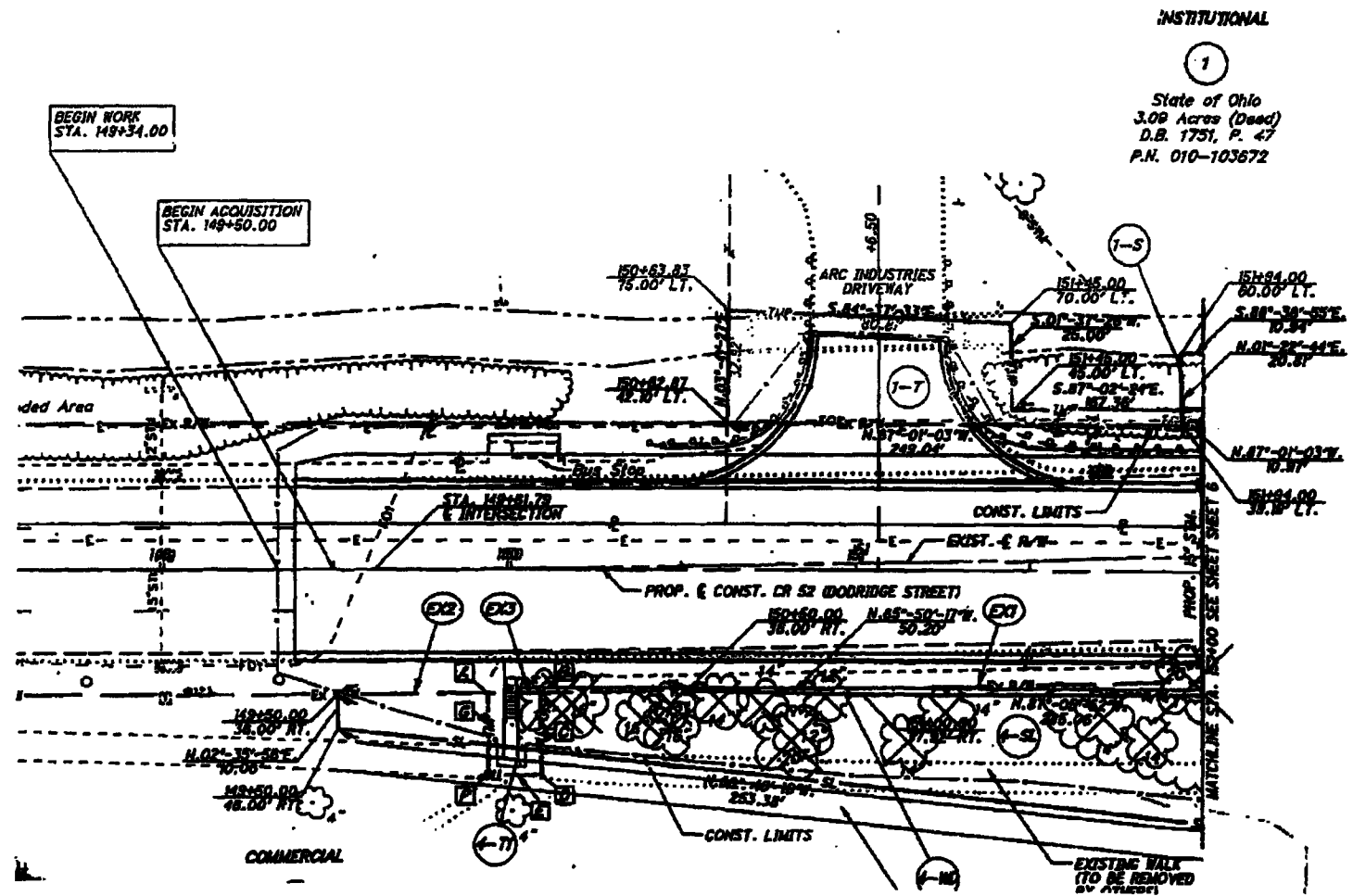
BEARING AND DISTANCE TO CLOSURE

S.21°-15'-03.95" E. 0.009253'

AREA

3303.5349 S.F. = 0.076 Acres

CITY OF COLUMBUS
 SEC.3, T. 1 N., R. 18 W.



INSTITUTIONAL
 ①
 State of Ohio
 3.09 Acres (Deed)
 D.B. 1751, P. 47
 P.N. 010-103672

REV. DESIGNER	REV. DATE	REV. NO.	SCALE IN FEET
DATE/REVISED	DATE/REVISED	DATE/REVISED	DATE/REVISED
DATE/REVISED	DATE/REVISED	DATE/REVISED	DATE/REVISED
RIGHT OF WAY PLAN & SUMMARY			STA. 147+00 TO STA. 152+00
PID NO. 82532			

CURVE DATA
 P.I. = Sta. 153+42.24
 Δ = 4° 20' 55" (LT)
 ΔC = 3° 30' 00"
 ΔT = 1,837.02'
 ΔS = 62.15'
 ΔL = 124.24'
 ΔR = 1.18'
 ΔD = 124.21'
 ΔB = S 89° 11' 31" E
 MAX = NC

INSTITUTIONAL

1

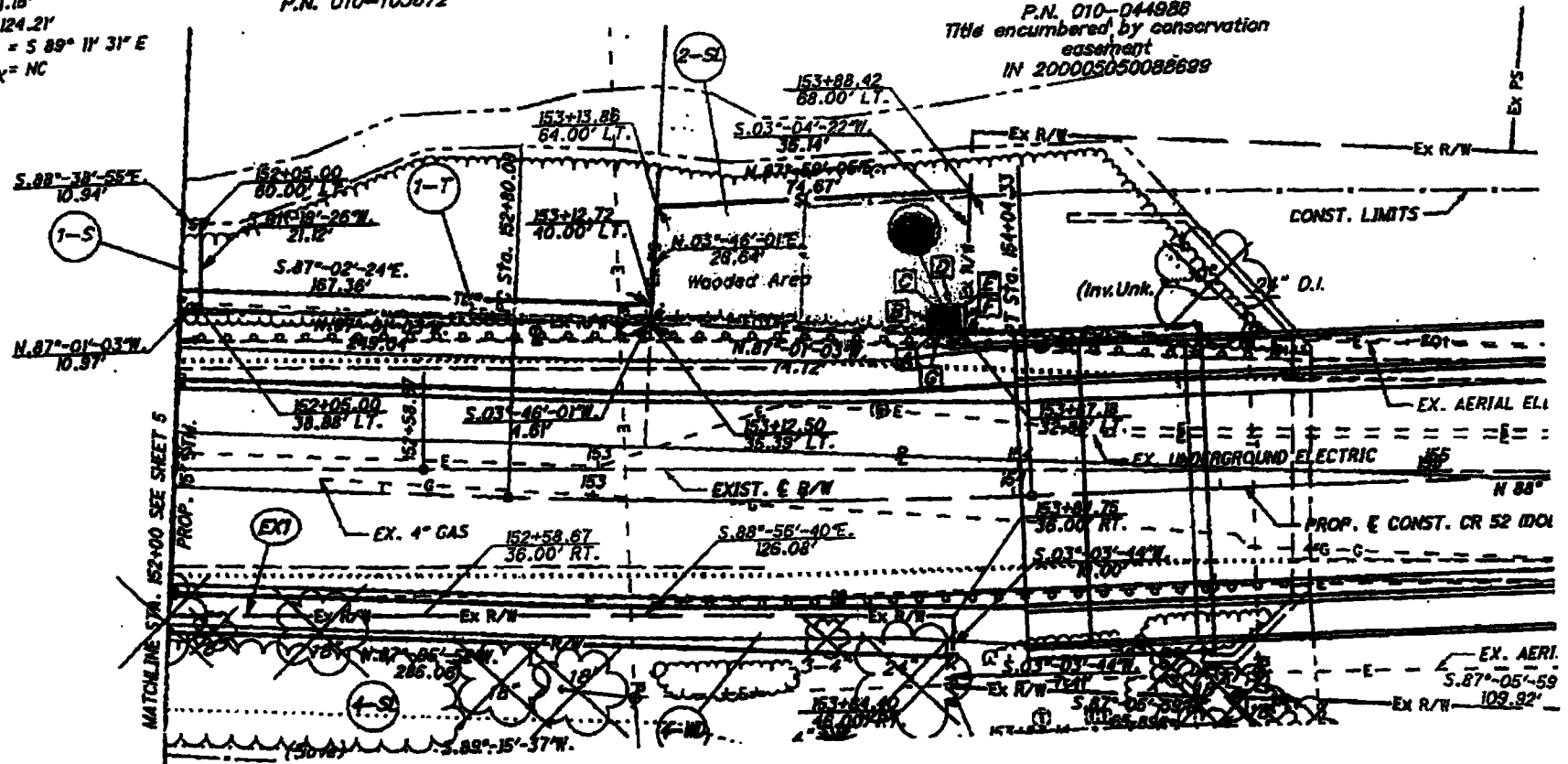
State of Ohio
 3.08 Acres (Dead)
 D.B. 1751, P. 47
 P.N. 010-103672

INSTITUTIONAL

2

The State of Ohio
 for the use and benefit of
 The Ohio State University
 6.236 Acres (Dead)
 I.N. 200704040058615
 P.N. 010-044988
 Title encumbered by conservation
 easement
 IN 200005050086699

FRANKLIN
 CLINTON TOWNSHIP
 CITY OF COLUMBUS
 SEC. 3, T. 1 N



DODRIDGE STREET FRA-CR 52-4.48 RIGHT OF WAY

FRANKLIN COUNTY
CLINTON TOWNSHIP
CITY OF COLUMBUS
SEC. 3, T. 1 N., R. 18 W.
U.S. MILITARY LANDS

PROJECT DESCRIPTION
REPLACEMENT OF CR 52 (DODRIDGE STREET) STRUCTURE
OVER THE OLENTANGY RIVER AND IMPROVEMENT OF
0.18 MILES OF EXISTING APPROACH ROADWAY.

PROJECT CONTROL
STATE PLANE GRID - OHIO SOUTH NAD83 (CORS96)
PROJECT ADJUSTMENT FACTOR 1.0000377468

PLANS PREPARED BY:

FIRM NAME: E.L. ROBINSON ENGINEERING OF OHIO
PLANS PREPARED BY: MICHAEL J. TAKACS & BRENT B. DOWNING
FIELD REVIEW BY: MICHAEL J. TAKACS
DATE COMPLETED: 7/14/10
OWNERSHIP VERIFIED BY: TODD D. WILLIS
DATE COMPLETED: 7/21/10
DATE COMPLETED: 7/23/10

UTILITY OWNERS	
TYPE	NAME & ADDRESS
TELEPHONE	AT&T TRANSMISSION 5980-G WILCOX PLACE DUBLIN, OH 43016 ATTN: CARL DONAHUE (614) 760-8320
	AT&T LOCAL NETWORK SERVICES 5980-G WILCOX PLACE DUBLIN, OH 43016 ATTN: ED HUGHES (614) 760-8320
	AT&T OHIO 111 NORTH FOURTH STREET COLUMBUS, OH 43215 ATTN: DAVID SCOTT (614) 223-4362
ELECTRIC	AEP OHIO 850 TECH CENTER DRIVE GAHANNA, OH 43230 ATTN: ROBERT IVINSKAS (614) 833-6831
GAS	COLUMBIA GAS OF OHIO 920 GOODALE BLVD. COLUMBUS, OH 43212 ATTN: JON AMSTUTZ (614) 460-2121
FIBER OPTICS	COLUMBUS FIBERNET THE FISHEL COMPANY 1600 WALCUTT ROAD COLUMBUS, OH 43228 ATTN: JOE TEPPER
CATV	TIME WARNER COMMUNICATIONS 3760 INTERCHANGE DRIVE COLUMBUS, OH 43204 (614) 255-6349
	WIDE OPEN WEST 3675 CORPORATE DRIVE COLUMBUS, OH 43231 (614) 948-4653
	XO COMMUNICATIONS 10 W. BROAD ST., SUITE 300 COLUMBUS, OH 43215 (614) 416-1105

STRUCTURE KEY

- RESIDENTIAL
- COMMERCIAL
- OUT-BUILDING

LEGEND

- WD = WARRANTY DEED
- T = TEMPORARY EASEMENT
- S = SEWER EASEMENT

INDEX OF SHEETS:

- LEGEND SHEET 1
- CENTERLINE PLAT 2
- PROPERTY MAP 3
- SUMMARY OF ADDITIONAL R/W 4
- R/W DETAIL 5-7

CITY OF COLUMBUS UTILITY OWNERS	
TYPE	NAME & ADDRESS
WATER	DIVISION OF WATER AND POWER 910 DUBLIN ROAD COLUMBUS, OH 43215 (614) 645-7020
SEWER	DIVISION OF SEWAGE AND DRAINAGE 1250 FAIRWOOD AVENUE COLUMBUS, OH 43206 (614) 645-7175

I, TODD D. WILLIS, P. S. have calculated the proposed property lines, Gross Take, present roadway occupied (PRO), Net Take and Net Residue; as well as prepared the legal descriptions necessary to acquire these parcels as shown herein.

As a part of this work I have set the monuments at the proposed Property corners, Section Corners and other points as shown herein. However, Item 604 Monument Assemblies, Item 604 Reference Monuments and Centerline Monuments shall be installed by the construction contractor as specified in the plans. All Centerline Monuments, Reference Monuments and Right of Way Monuments set and/or reset by the contractor's surveyor will include a cap as per Standard Construction Drawing RM-1.1 and bear the surveyor's Ohio registration number and/or name or company name. This work will be done in accordance with OAC 4733-37 as cited below.

All of my work contained herein was conducted in accordance with Ohio Administrative Code 4733-37 commonly known as "A Minimum Standards for Boundary Surveys in the State of Ohio" unless noted.

The words I and my as used herein are to mean either myself or someone working under my direct supervision.

TODD D. WILLIS, Professional Land Surveyor No. 7996,

Date:

CONVENTIONAL SYMBOLS

- | | | | |
|----------------------------|--------------------------|-----------------------|-----------------------------------|
| County Line | ----- | Ditch / Creek (Ex) | ----- |
| Township Line | ----- | Ditch / Creek (Pr) | ----- |
| Section Line | ----- | Tree Line (Ex) | ~~~~~ |
| Corporation Line | ----- or ----- | Ownership Hook Symbol | Z, Example Z |
| Fence Line (Ex) | ----- x----- x----- (Pr) | Property Line Symbol | P, Example P |
| Center Line | ----- | Break Line Symbol | ^, Example ^ |
| Right of Way (Ex) | ----- Ex R/W | Tree (Pr) | ⊗, Tree (Ex) ⊙, Shrub (Ex) ⊛ |
| Right of Way (Pr) | ----- R/W | Tree (Remove) | ⊗, Shrub (Remove) |
| Standard Highway Ease.(Ex) | ----- Ex SH | Evergreen (Ex) | ⊗, Stump |
| Temporary Right of Way | ----- TMP | Evergreen (Remove) | ⊗, Stump (Remove) |
| Channel Ease. (Pr) | ----- CH | Wetland (Pr) | ⊗, Grass (Pr) ⊗, Aerial Target |
| Utility Ease. (Ex) | ----- Ex U | Post (Ex) | ⊙, Mailbox (Ex) ⊗, Mailbox (Pr) ⊗ |
| Railroad | ----- or ----- | Light (Ex) | ⊗, Telephone Marker (Ex) TEL |
| Guardrail (Ex) | ----- (Pr) | Fire Hydrant (Ex) | ⊗, Water Meter (Ex) ⊗ |
| Construction Limits | ----- | Water Valve (Ex) | ⊗, Utility Valve Unknown (Ex.) ⊗ |
| Edge of Pavement (Ex) | ----- | Telephone Pole (Ex) | ⊗, Power Pole (Ex) ⊗ |
| Edge of Pavement (Pr) | ----- | Light Pole (Ex) | ⊗ |
| Edge of Shoulder (Ex) | ----- | | |
| Edge of Shoulder (Pr) | ----- | | |

NOTES: THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE OBTAINED FROM THE OWNER OF THE UTILITIES AS REQUIRED BY SECTION 153.64 O.R.C.

FEDERAL PROJECT NO

PID NO. 82532

CALCULATED MAJ/BBD CHECKED TDW

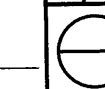
RIGHT OF WAY LEGEND SHEET

FRA-CR 52-4.48

1/7

SURVEYORS SEAL

SIGNED: _____
DATE: _____



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FRA - CR 52-4.48

FRANKLIN COUNTY
CLINTON TOWNSHIP
CITY OF COLUMBUS
SEC. 3, T. 1 N., R. 18 W.
U.S. MILITARY LANDS

NOTE: BASIS OF EXISTING ϵ OF R/W AND R/W WIDTH:
THE EXISTING R/W/ WIDTH AND LOCATION WERE DETERMINED FROM FRANKLIN COUNTY ROAD RECORD 8, PAGE 287, FRANKLIN COUNTY ROAD RECORD 20, PAGE 210, S. & G.W. BEER'S NORTH COLUMBUS SUBDIVISION OF RECORD IN PLAT BOOK 1, PAGE 54, FRANKLIN COUNTY R/W PLANS BRIDGE-CL-52-4.48 ON FILE WITH THE FRANKLIN COUNTY ENGINEERS OFFICE, AND ODOT R/W PLANS FRA-315-2.85 ON FILE WITH THE OHIO DEPARTMENT OF TRANSPORTATION, DISTRICT 6, DELAWARE OHIO.

CURVE DATA FOR PROP. ϵ CONSTRUCTION

P.I. STA. 153+42.24
 $\Delta = 4^\circ 20' 55''$ (L.T.)
 $Dc = 3^\circ 30' 00''$
 $R = 1,637.02'$
 $T = 62.15'$
 $L = 124.24'$
 $E = 1.18'$

P.I. STA. 157+24.53
 $\Delta = 9^\circ 53' 30''$ (L.T.)
 $Dc = 7^\circ 30' 00''$
 $R = 763.94'$
 $T = 66.11'$
 $L = 131.89'$
 $E = 2.86'$

Sta. 155+17.94 PROP. ϵ CONSTR. =
Sta. 155+16.25 EXIST. ϵ R/W
 ϵ Intersection

THE PROPOSED RIGHT OF WAY SHALL BE REFERENCED FROM THE CENTERLINE OF RIGHT OF WAY.

IRON PINS SET ARE 5/8" DIAMETER REBAR 30" LONG WITH ORANGE PLASTIC IDENTIFICATION CAPS STAMPED "WILLIS S-7996". IRON PINS WILL BE SET BY THE CONSULTANT UPON COMPLETION OF THE ROADWAY IMPROVEMENT.

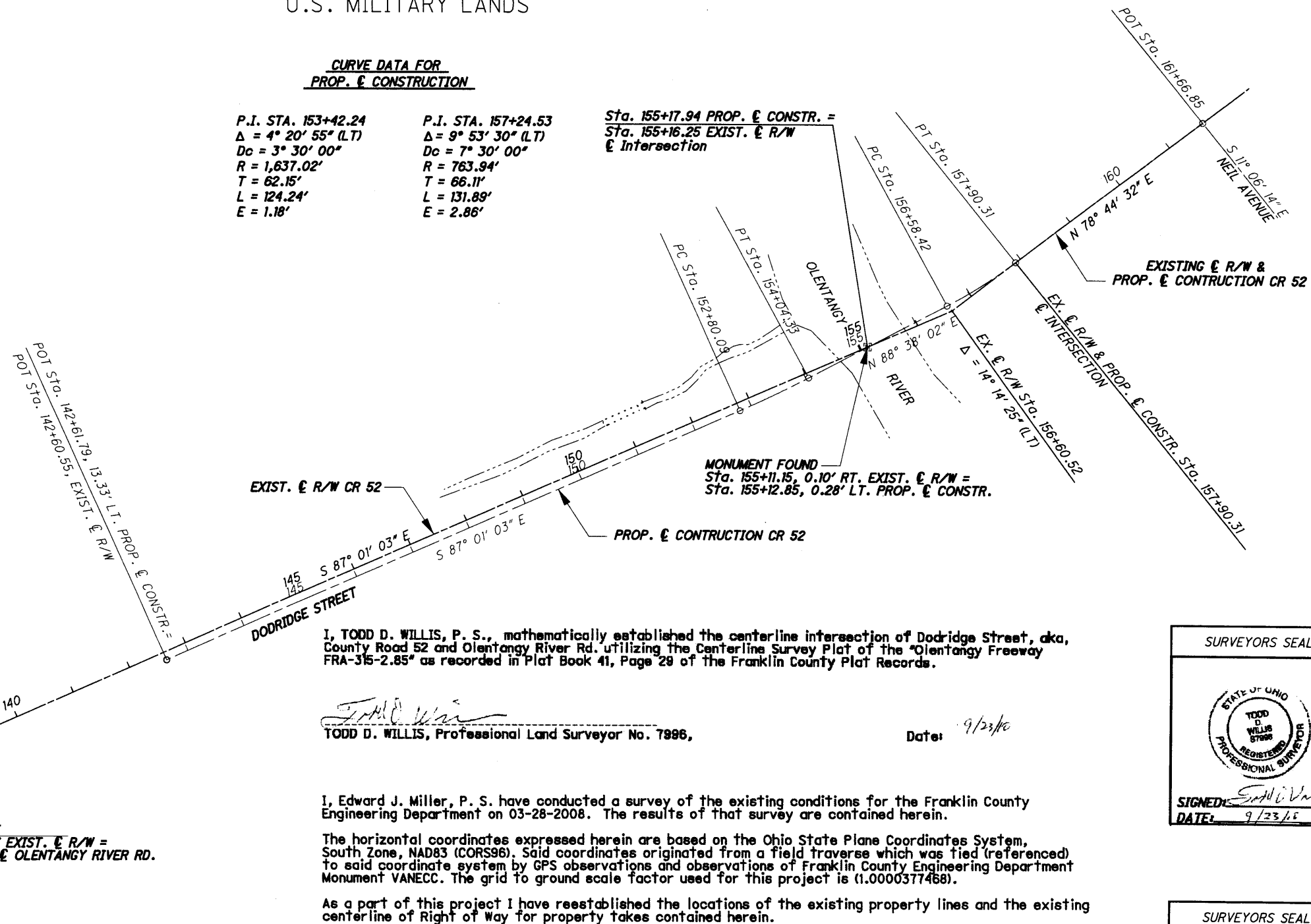
CHANGES OR ALTERATIONS TO THE LOCATION OF ANY MONUMENTS SHOWN ON THIS PLAT, REQUIRES PRIOR APPROVAL OF THE DISTRICT REAL ESTATE ADMINISTRATOR OF THE OHIO DEPARTMENT OF TRANSPORTATION. A REVISED CENTERLINE PLAT WITH THE NEW LOCATIONS SHALL BE RECORDED IN THE APPLICABLE COUNTY RECORDS AND THE OHIO DEPARTMENT OF TRANSPORTATION. SPECIFICATIONS FOR CENTERLINE MONUMENTS, REFERENCE MONUMENTS AND RIGHT OF WAY MONUMENTS ARE SHOWN ON STANDARD CONSTRUCTION DRAWING RM-1.1 OF THE OHIO DEPARTMENT OF TRANSPORTATION.

MONUMENT LEGEND

- ☐ EXISTING R/W MONUMENT BOX
- ▣ PROPOSED R/W MONUMENT BOX
- ⊙ EXISTING CONCRETE MONUMENT
- PROPOSED CONCRETE MONUMENT
- ⚡ RAILROAD SPIKE FOUND
- ⚡ RAILROAD SPIKE SET
- I.P.F. IRON PIN FOUND
- I.P.F. IRON PIN FOUND W/ ID CAP
- I.P.S. IRON PIN SET W/ ID CAP
- I.P.F. IRON PIPE FOUND
- I.P.S. IRON PIPE SET
- P.K.F. P.K. NAIL FOUND
- P.K.S. P.K. NAIL SET

BASIS FOR BEARINGS:

THE BEARINGS HEREIN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 (CORS96). SAID BEARINGS ORIGINATED FROM A FIELD TRAVERSE WHICH WAS REFERENCED TO SAID COORDINATE SYSTEM BY GPS OBSERVATIONS OF SELECTED CORS BASE STATION AJ7184 COLB IN THE NATIONAL REFERENCE SYSTEM. THE PORTION OF THE CENTERLINE OF COUNTY ROAD 52, a.k.a. DODRIDGE STREET, HAVING A BEARING OF NORTH $78^\circ-44'-32''$ EAST.



I, TODD D. WILLIS, P. S., mathematically established the centerline intersection of Dodridge Street, aka, County Road 52 and Olentangy River Rd. utilizing the Centerline Survey Plat of the "Olentangy Freeway FRA-315-2.85" as recorded in Plat Book 41, Page 29 of the Franklin County Plat Records.

Todd D. Willis
TODD D. WILLIS, Professional Land Surveyor No. 7996, Date: 9/23/10

I, Edward J. Miller, P. S. have conducted a survey of the existing conditions for the Franklin County Engineering Department on 03-28-2008. The results of that survey are contained herein.

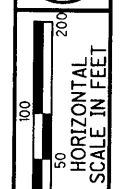
The horizontal coordinates expressed herein are based on the Ohio State Plane Coordinates System, South Zone, NAD83 (CORS96). Said coordinates originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of Franklin County Engineering Department Monument VANECC. The grid to ground scale factor used for this project is (1.0000377468).

As a part of this project I have reestablished the locations of the existing property lines and the existing centerline of Right of Way for property takes contained herein.

All of my work contained herein was conducted in accordance with Ohio Administrative Code 4733-37 commonly known as "A Minimum Standards for Boundary Surveys in the State of Ohio" unless noted.

The words I and my as used herein are to mean either myself or someone working under my direct supervision.

Edward J. Miller
Edward J. Miller, Professional Land Surveyor 8250 Date: 9/23/10



PID NO. **82532**

R/W DESIGNER
MUT/BBB
R/W REVIEWER
TDW

CENTERLINE PLAT

FRA - CR 52-4.48

2 / 7

SURVEYORS SEAL

SIGNED: *Todd D. Willis*
DATE: 9/23/10

SURVEYORS SEAL

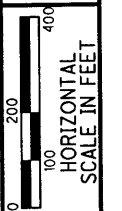
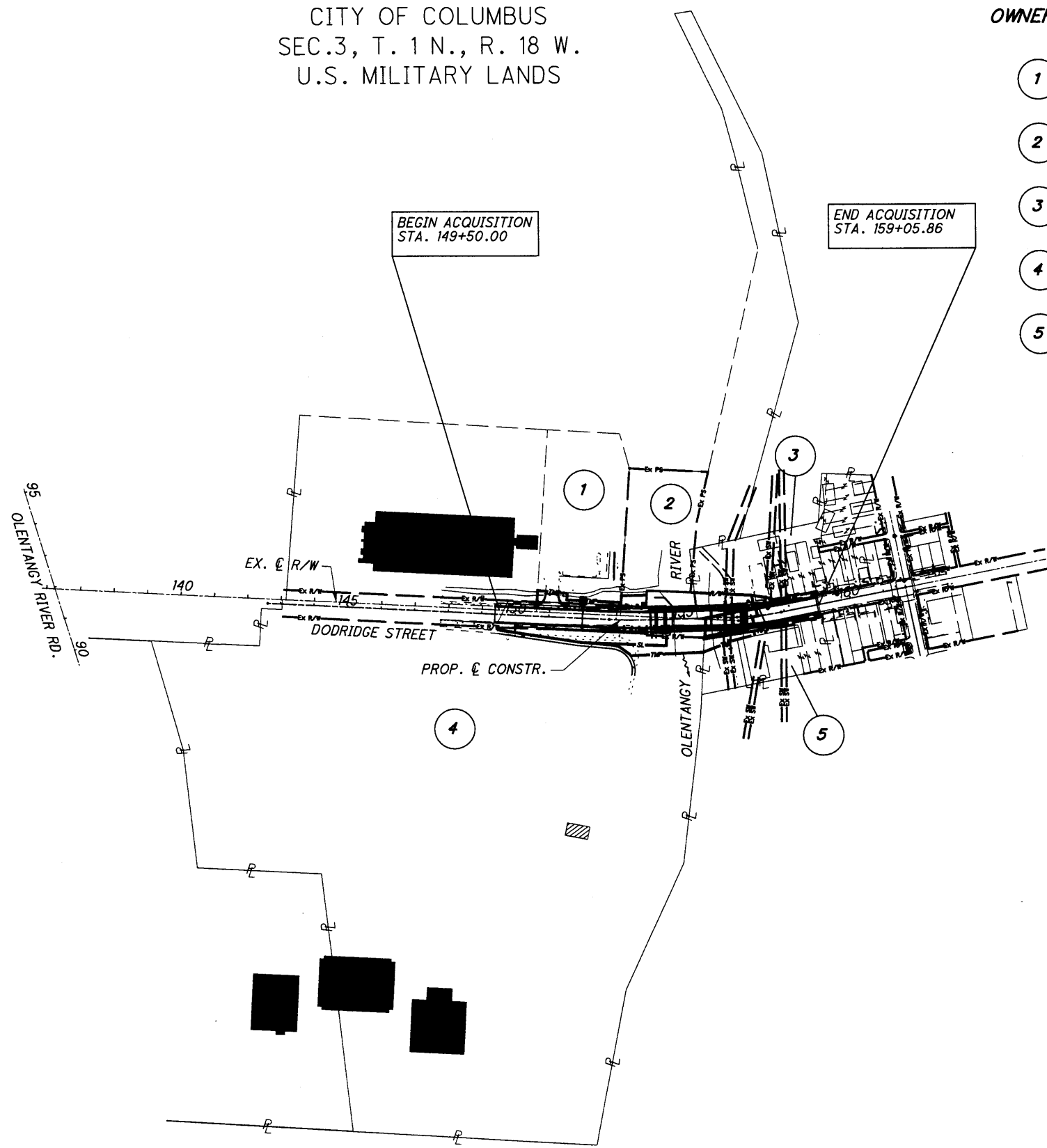
SIGNED: *Edward J. Miller*
DATE: 9/23/10

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FRANKLIN COUNTY
CLINTON TOWNSHIP
CITY OF COLUMBUS
SEC.3, T. 1 N., R. 18 W.
U.S. MILITARY LANDS

OWNERSHIP NAME AND NUMBER

- 1 State of Ohio
- 2 The State of Ohio for the use and benefit of The Ohio State University, Title encumbered by conservation easement IN 200005050088699
- 3 Xenia Company
- 4 American Chemical Society
- 5 Robert C. Caley



PID NO. **82532**

R/W DESIGNER
MAJT/BBD
R/W REVIEWER
TDW

PROPERTY MAP

FRA - CR 52-4.48

3 / 7

REV. BY	DATE	DESCRIPTION

FRANKLIN COUNTY
CLINTON TOWNSHIP
CITY OF COLUMBUS
SEC.3, T. 1 N., R. 18 W.
U.S. MILITARY LANDS

INSTITUTIONAL

State of Ohio
3.09 Acres (Deed)
D.B. 1751, P. 47
P.N. 010-103672

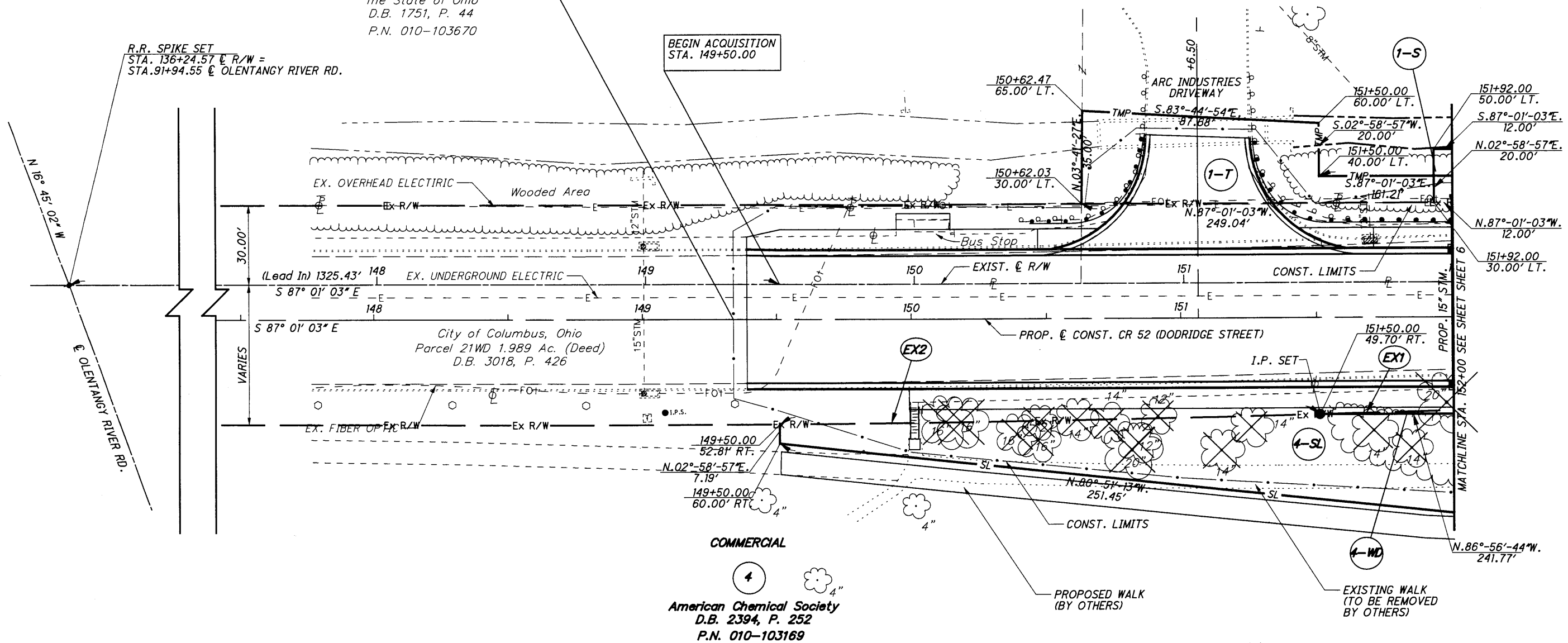
Lot No.2 of the Partition of Moses Hess Heirs

The State of Ohio
D.B. 1751, P. 44
P.N. 010-103670

BEGIN WORK
STA. 149+34.00

BEGIN ACQUISITION
STA. 149+50.00

R.R. SPIKE SET
STA. 136+24.57 @ R/W =
STA.91+94.55 @ OLENTANGY RIVER RD.



NOTE:
ALL STATIONS AND OFFSETS ARE
FROM THE EXISTING @ OF R/W.

EXISTING R/W CURVE DATA

CURVE	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
EX1	$\Delta = 0^\circ-34'-13.5''$ LT.	11,495.16	114.44'	114.44'	S.88°-41'-39"E.
EX2	$\Delta = 0^\circ-59'-49.3''$ LT.	11,495.16	200.03'	200.02'	S.87°-54'-37"E.



10
20
40
HORIZONTAL
SCALE IN FEET

PID NO. 82532

R/W DESIGNER
MUT/BBB
R/W REVIEWER
TDW

RIGHT OF WAY PLAN
STA. 147+00 TO STA. 152+00

FRA-CR 52-4.48

5/7

REV. BY	DATE	DESCRIPTION



CURVE DATA
 P.I. = Sta. 153+42.24
 $\Delta = 4^\circ 20' 55''$ (LT)
 $D_c = 3^\circ 30' 00''$
 $R = 1,637.02'$
 $T = 62.15'$
 $L = 124.24'$
 $E = 1.18'$
 $C = 124.21'$
 $C.B. = S 89^\circ 11' 31'' E$
 $\theta_{MAX} = NC$

INSTITUTIONAL

1

State of Ohio
 3.09 Acres (Dead)
 D.B. 1751, P. 47
 P.N. 010-103672

INSTITUTIONAL

2

The State of Ohio
 for the use and benefit of
 The Ohio State University
 6.236 Acres (Dead)
 I.N. 200704040058615
 P.N. 010-044986
 Title encumbered by conservation
 easement
 IN 200005050088699

FRANKLIN COUNTY
 CLINTON TOWNSHIP
 CITY OF COLUMBUS
 SEC.3, T. 1 N., R. 18 W.
 U.S. MILITARY LANDS

RESIDENTIAL

3

Xenia Co.
 O.R. 15915E02
 P.N. 010-025740

CURVE DATA
 P.I. = Sta. 157+24.53
 $\Delta = 9^\circ 53' 30''$ (LT)
 $D_c = 7^\circ 30' 00''$
 $R = 763.94'$
 $T = 66.11'$
 $L = 131.89'$
 $E = 2.86'$
 $C = 131.73'$
 $C.B. = N 83^\circ 41' 17'' E$
 $\theta_{MAX} = NC$



HORIZONTAL
 SCALE IN FEET

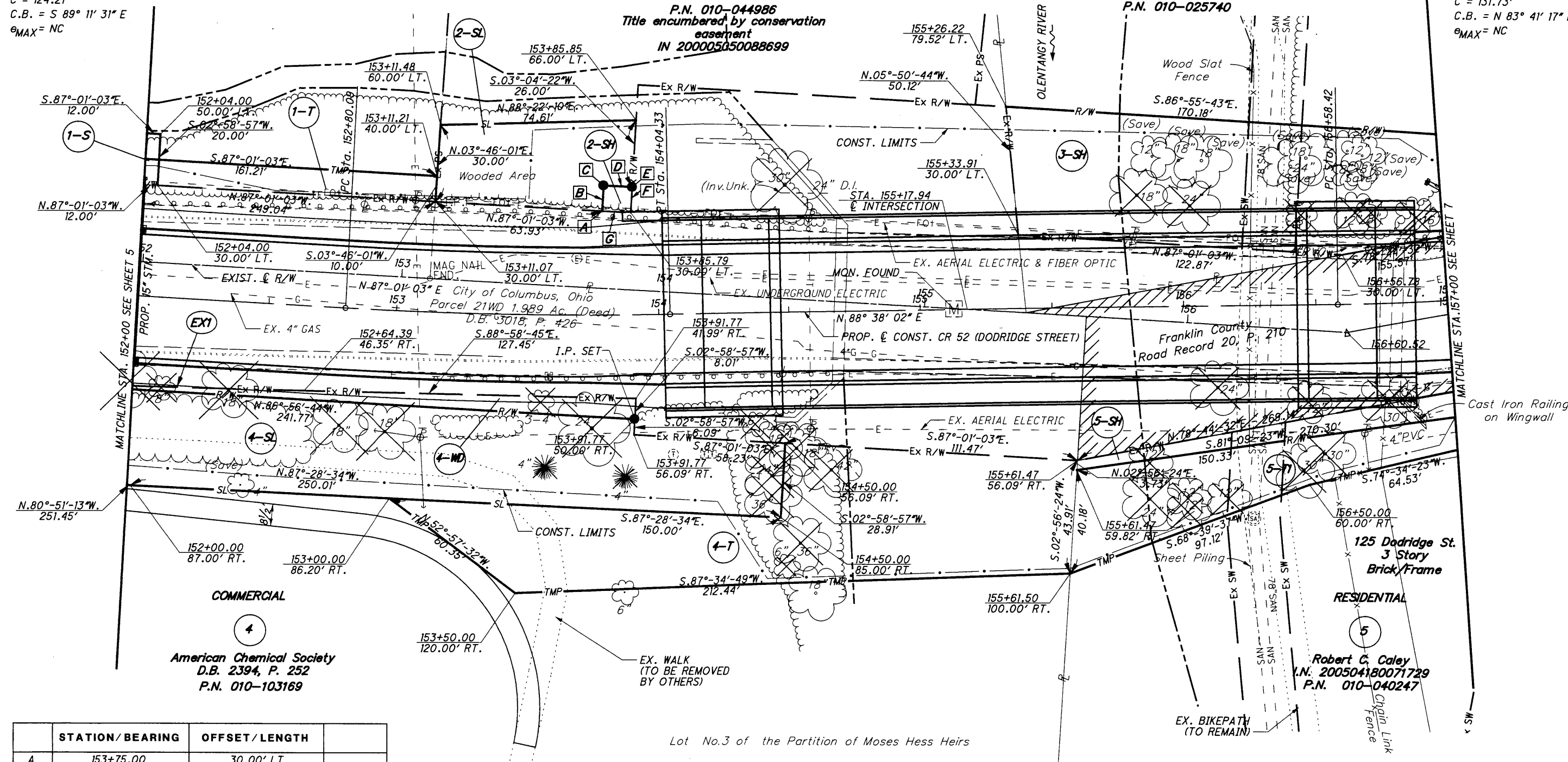
PID NO.
82532

R/W DESIGNER
 MJT/BBB
 R/W REVIEWER
 TDW

RIGHT OF WAY PLAN
STA. 152+00 TO STA. 157+00

FRA-CR 52-4.48

6 / 7



STATION/BEARING	OFFSET/LENGTH	
A 153+75.00	30.00' LT.	
B N.02°-58'-57"E.	10.00'	
C 153+75.00	40.00' LT.	I.P. SET
D S.87°-01'-03"E.	10.81'	
E 153+85.81	40.00' LT.	I.P. SET
F S.03°-04'-22"W.	10.00'	
G N.87°-01'-03"W.	10.79'	

NOTE:
 ALL STATIONS AND OFFSETS ARE
 FROM THE EXISTING ϕ OF R/W.

EXISTING R/W CURVE DATA

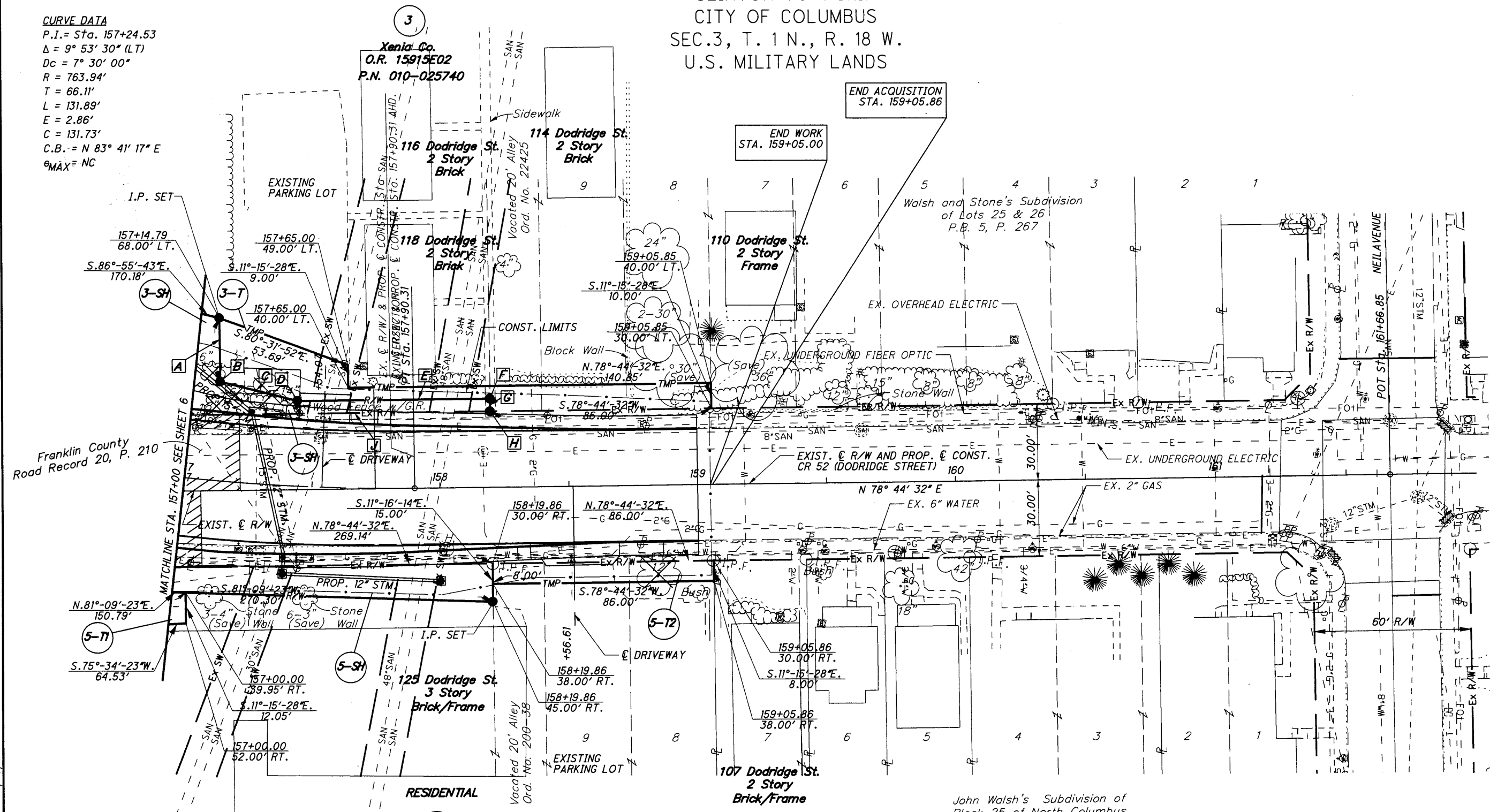
CURVE	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
EX1	$\Delta = 0^\circ-34'-13.5''$ LT.	11,495.16	114.44'	114.44'	S.88°-41'-39"E.

REV. BY	DATE	DESCRIPTION

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FRANKLIN COUNTY
CLINTON TOWNSHIP
CITY OF COLUMBUS
SEC.3, T. 1 N., R. 18 W.
U.S. MILITARY LANDS

CURVE DATA
P.I. = Sta. 157+24.53
 $\Delta = 9^\circ 53' 30''$ (LT)
 $D_c = 7^\circ 30' 00''$
 $R = 763.94'$
 $T = 66.11'$
 $L = 131.89'$
 $E = 2.86'$
 $C = 131.73'$
C.B. = $N 83^\circ 41' 17'' E$
 $\theta_{MAX} = NC$



Franklin County
Road Record 20, P. 210

Xenia Co.
O.R. 15915E02
P.N. 010-025740

Robert C. Caley
I.N. 200504180071729
P.N. 010-040247

END ACQUISITION
STA. 159+05.86

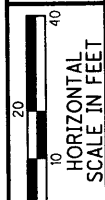
END WORK
STA. 159+05.00

Walsh and Stone's Subdivision
of Lots 25 & 26
P.B. 5, P. 267

John Walsh's Subdivision of
Block 25 of North Columbus
P.B. 5, P. 96

	STATION/BEARING	OFFSET/LENGTH	
A	N.11°-15'-28"W.	25.00'	
B	157+14.79	43.00' LT.	I.P. SET
C	S.86°-25'-34"E.	31.25'	
D	157+45.00	35.00' LT.	I.P. SET
E	N.78°-44'-32"E.	74.85'	
F	158+19.85	35.00' LT.	I.P. SET
G	S.11°-15'-28"E.	5.00'	
H	158+19.85	30.00' LT.	I.P. SET
J	S.78°-44'-32"W.	155.57'	

NOTE:
ALL STATIONS AND OFFSETS ARE
FROM THE EXISTING ϵ OF R/W.



PID NO.
82532

R/W DESIGNER
MUT/BBD

R/W REVIEWER
TDW

RIGHT OF WAY PLAN
STA. 157+00 TO STA. 161+66.85

FRA - CR 52-4.48

7 / 7

REV. BY	DATE	DESCRIPTION