

FEBRUARY 9, 1904.

AN ORDINANCE, NO. 21,693, authorizing any person, persons, firm or corporation owning real estate in the city of Columbus, Ohio, to construct covered areas under the sidewalks upon which said real estate bounds and abuts, and to repeal ordinance No. 19,089, passed December 2, 1901.

Be it ordained by the City Council of the city of Columbus, state of Ohio: Section 1. That any person, persons, firm or corporation owning real estate in the city of Columbus, Ohio, may construct covered areas under the sidewalks upon which said real estate bounds and abuts, upon the following conditions:

First—That said owners of real estate shall make an application to the Board of Public Service for said city for a permit to construct said covered areas, and receive a permit from said Board of Public Service to construct said covered areas.

Second—That said owners of real estate shall enter into a contract with the city of Columbus, Ohio, for the construction of said covered areas, which contract shall provide that the said owners of real estate shall covenant and bind themselves, their heirs, executors, administrators and assigns, to save the city of Columbus, Ohio, harmless from any and all damages which may arise from or grow out of the construction and maintenance, or either, of the said covered areas, and which may arise from or grow out of the construction and maintenance, or either, of anything incident or appurtenant thereto; that said owners of real estate shall defend at their own cost every suit in which the city of Columbus, Ohio, shall be made a party, brought and prosecuted for the recovery of any such damages; that any judgment recovered against said city of Columbus, Ohio, for damages arising directly or indirectly, from the construction or maintenance, or either, of the said covered areas, or anything incident or appurtenant thereto, shall be held to be, and shall be, a first lien upon the said real estate; that the permit to construct said covered area shall be accepted by said owners upon condition that the city of Columbus, Ohio, shall have the right at any time to construct, under, over or through said covered areas, water pipes, gas pipes, sewers, conduits, or other pipes, or any underground construction that may be deemed necessary to be placed in such covered areas, and that no compensation shall be paid therefor; that such owners of real estate immediately upon notice from the city of Columbus, Ohio, shall forthwith move any boiler, pipe, wall, beam, machinery, fixed construction, or other thing therein, without cost to said city, so as to leave the space clear and sufficient for the introduction and maintenance of underground construction by said city; and that said owners of real estate will yield all right to occupy such covered areas if the space therein becomes necessary for the use of said city, said city reserving the right to enter upon the premises at any time for the inspection and proper maintenance of anything therein; that boilers, gas-line, gas and steam engines, pumps, plumbing fixtures, urinals, water closets, or any pipe or fixture generating or emitting gas, steam, or offensive odors, shall not be located in such covered areas outside of the building line; that no fan or pipes ejecting vitiated or superheated air from the adjoining buildings, or exhaust pipes causing disagreeable noises shall be located in such covered areas; that in the event the street roadway or sidewalk is widened, the said covered areas shall be changed to correspond therewith by such owners of real estate, without expense to the city, as directed by the chief engineer of said city; that said permit is accepted by said owners of real estate with the understanding that the occupying of said covered areas is permitted merely as an accommodation

to such owners of real estate, and that no right, title or interest to the public is in any way waived or abridged thereby; and that all things provided for in said contract shall be done under the direction of the chief engineer of said city, according to instructions issued by him, and with the approval of the building inspector of said city, and the decision of said chief engineer and building inspector shall be final.

Third—That said owners of real estate shall pay all the costs and expenses incurred in the issuance of said permit and the recording of said agreement.

Sec. 2. The said Board of Public Service be and is hereby authorized to issue the permit herein provided for, upon such terms and conditions as it shall see fit, and in conformity to the rules of this ordinance. The said Board of Public Service shall determine the size and extent of said covered areas, and the number and size of openings therein.

Sec. 3. That ordinance No. 19,089 providing the conditions under which covered areaways may be constructed under the sidewalks of the city of Columbus, passed December 2, 1901, be and the same is hereby repealed.

Sec. 4. This ordinance shall take effect and be in force from and after its passage and the earliest period allowed by law.

Passed February 8, 1904.

GEORGE D. JONES,
President of Council.

Approved by the mayor February 9, 1904.

Attest: JOHN T. BARR, Clerk.
2-11 th 21

AN ORDINANCE, No. 21,791, To assess a special tax upon the real estate bounding the first alley west of Neil avenue, from Eighth avenue to Tenth avenue; also the first alley north of Ninth avenue, from the first alley west of Neil avenue to Michigan avenue.

Be it ordained by the Council of the city of Columbus, state of Ohio:

Section 1. That the sum of one dollar, eighteen cents, eight and three tenths mills (\$1.1883) be and the same is hereby levied and assessed upon each foot front of the several lots of land bounding and abutting upon the first alley west of Neil avenue from Eighth avenue to Tenth avenue; also the first alley north of Ninth avenue, from the first alley west of Neil avenue to Michigan avenue; exempt from said assessment lots Nos. 15, 16, 17, 18 and 19 of McMillen's Homestead addition; lot No. 23 of King's Neil Avenue addition; assess lot No. 22 of King's Neil Avenue addition with 53.38 feet; lot No. 5, same addition, with 39.63 feet; as the same is designated upon the plat of said improvement on file in the office of the chief engineer, for the cost and expense of constructing an 18, 15 and 12-inch pipe sewer along the same.

Sec. 2. That the owners of the several lots of land assessed as aforesaid, shall pay the amounts by them severally due in that behalf to the city treasurer within thirty (30) days from the date of the first publication of this ordinance, with interest at the rate of 4 1/2 per cent per annum added from the first day of March, 1904.

Passed February 8, 1904.

GEORGE D. JONES,
President of Council.

Approved by the mayor February 9, 1904.

Attest: JOHN T. BARR, Clerk.
2-12 ad 21

City Clerk's Office,
Columbus, Ohio, February 11, 1904.

NETTIE B. ROEHM, Elias A. White, Michael Ray, Bertha M. Davis, Annie Miller, Daniel J. Gilbert, Harry Bell, Rosella Gluth, William L. Miller, Lyman Gardner, W. E. Smith, George B. Ditrick, Walter L. Hall, Laura B. Anderson, Charles L. Stroedter, Emma W. Stroedter, Joseph Wengert, A. G. Waterman, M. E. Waterman, Emma L. Waterman, Samuel G. Garvin, A. L. Stevens, Dixon Fullerton, Harriet G.

Lake, John McGuire, Berguner ers & Co., Ellie L. Henry, Wil Jewett, George E. Ide, Emmm Frederick Torr, John E. Eberli, F. Bellinger, Augusta Chamber, Taggart, Harriet C. Selby, C. Landers, Thresa Landers and Thompson will take notice that, 10th day of August, 1903, the Council of the city of Columbus passed an ordinance, No. 21,601, struct an eight-inch sanitary together with the necessary tanks and manholes, in the city lumbus, Ohio, as follows:

Plain alley, from Davis ave Plato alley,
Cherry alley, from Davis ave Plato alley,
Plato alley, from Cherry a Plain alley,
Alley west of Green street
Cherry alley to Plain alley,
Walnut alley, from Davis ave Plato alley,
Green alley, from Theos all Chapel street,
Ash street, from Green alley vis avenue,
Nicholas alley, from Green a alley east of Green alley,
State street, from Sandusky st the west line of lot 157, Fran addition,
Sandusky street, from Chapel to Sullivant avenue,
Sandusky street, from Chapel to Broad street,
Grubb street, from Chapel st, Sullivant avenue,
Grubb street, from Chapel st: Shepherd street,
Skidmore street, from Chapel to Sullivant avenue,
Skidmore street, from Chapel to Shepherd street,
Gift street, from Chapel street
Hyant avenue,
Gift street, from Chapel str Shepherd street,
Alley north of Sullivant avenue
Gift street to McDowell street,
Olive street, from Rich street,
first alley north of Sullivant av
Alley first north of Sullivant s from Olive street to first alle e
Rich street, from the first alle
of McDowell street to Gift stree
Rich street, from the first alle
of McDowell street to McDowell
McDowell street, from Rich str Sullivant avenue,
Alley north of Walnut street,
the first alley west of McDowell to Gift street,
Alley north of Town street,
Mead alley to its western termin
Alley west of McDowell street,
the first alley north of State str Capital street,
Alley north of State street, fro alley west of McDowell street i alley west of May avenue,
Alley west of May avenue, fro first alley north of State street to ital alley.

In accordance with the plans, fications, estimates and profiles, proposed sewer heretofore prepar the chief engineer and now on the office of the department of service.

That the whole cost and expes said sewer, less one-fiftieth there of the cost of intersections, shall be assessed by the foot front upon th lowing described lots and lands, All lots and lands bounding and ting upon the line of said pro sewer, which said lots and land hereby determined to be especially ed by said sewer, and the co said sewer shall include the exp of printing and publishing the ne resolutions and ordinances reg the cost of construction, together interest on bonds issued in anticip of the collection of the assessm and all other necessary expenditu.

By order of the Council of the of Columbus, Ohio,
JOHN T. BARR, Cle
[Columbus Citizen and Express
Westbote not to publish.]
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QUIT-CLAIM ENCROACHMENT EASEMENT

A. **CITY OF COLUMBUS OHIO**, a municipal corporation (“Grantor”), and **ABC LLC**, an Ohio limited liability company (“Grantee”), determined that a sidewalk vault associated with Grantee’s real property encroaches into and under the public right-of-way (“Encroachment”);

B. Grantee understands Grantor is concerned about protecting the general public and maintaining the public right-of-way in a manner that safely allows for pedestrian and vehicular traffic;

C. Grantee requests for the Encroachment to remain in the public right-of-way as opposed to removing the Encroachment;

D. Grantor reviewed Grantee’s request and determined the Encroachment is permitted to encroach into the right-of-way as a matter of convenience to Grantee so long as Grantee complies with all provisions of this instrument (collectively, “Easement”) and adequately maintains the Encroachment pursuant to Grantor’s specifications and all provisions described in this Easement; &

NOW, THEREFORE, **CITY OF COLUMBUS, OHIO**, a municipal corporation (*i.e.* Grantor), for consideration given by **ABC LLC**, an Ohio limited liability company (*i.e.* Grantee), does quit claim grant to Grantee and Grantee’s successors and assigns a nonexclusive, appurtenant, encroachment easement in, under, through, and burdening the following described tract of real property (“Easement Area”) for so long as the Easement Area is only used exclusively to operate, maintain, control, repair, and secure an existing underground sidewalk vault and associated appurtenances (*i.e.* Encroachment) for the sole benefit of Grantee’s building improvement on Grantee’s adjacent real property (“Dominant Estate,” which is described in the attachment, **Exhibit-B**, and fully incorporated into this Easement for reference); however, this Easement is subject to (i) Grantor’s reversionary rights, (ii) Grantee’s compliance of all provisions described in this Easement, and (iii) any previously and properly recorded right(s), covenant(s), condition(s), reservation(s), easement(s), servitude(s), restriction(s), and other applicable matter(s) in the servient estate’s title:

Easement Area: 0.000 Acre +/-

The legal description of the sidewalk vault encroachment should be included here.

The Easement Area for the Encroachment is depicted on the attachment, **Exhibit-A**, which is fully incorporated into this Easement for reference.

Franklin County Tax Parcel(s): N/A [Adj. **010-123456**];

Prior Instrument Reference(s): **P.B. 1, Pg. 2;**

Recorder’s Office, Franklin County, Ohio;

Address(es): N/A [Adj. **1 High St., Columbus, OH 43215**].

TERMS & CONDITIONS

1. **EASEMENT APPURTENANT, SUCCESSORS & ASSIGNS.** This Easement and all of its provisions are forever binding and inuring to the benefit and detriment of Grantor and Grantee and their respective successors and assigns. Grantee’s exercise of any rights in this Easement or recordation of this Easement is deemed Grantee’s acceptance of all provisions described in this Easement.

2. **INDEMNIFICATION.** Grantee, its successors and assigns, agrees to indemnify, release, defend, and hold Grantor and all of Grantor’s agents, employees, and representatives harmless from and

against all claims, damages, losses, suits, and actions, which include attorney's fees, arising or resulting from Grantee and Grantee's agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) (i) use of the Easement Area, (ii) operation, maintenance, control, repair, or securing of the Encroachment, and (iii) exercise of any rights in this Easement. In the event the Encroachment or the Grantee's use of the Easement Area causes any damage, cracking, settling, or disrepair to any of Grantor's right of way or improvements, including but not limited to the sidewalk, poles, signs or roadway, Grantee, at Grantee's sole cost, shall immediately notify Grantor in writing and thereafter immediately repair and restore the right of way or improvements according to Grantor's written specifications and approval. The promises made in this Easement are required to survive any termination or release of the Easement as to Grantee's successors and assigns.

3. RELEASE. Grantee, its successors and assigns, agrees to forever indemnify, release, defend, and hold Grantor and all of its agent(s), employee(s), and representative(s) harmless from and against all claims, damages, losses, suits, and actions, which include attorney's fees, arising or resulting from Grantor and its agent(s), contractor(s), subcontractor(s), representative(s), or employee(s) causing damage or injury to Grantees property or persons within the Easement Area. This indemnification shall not apply to damages determined to be solely caused by the negligence or willful misconduct of Grantor, or its successors or assigns.

4. ENCUMBRANCES, TAXES & ASSESSMENTS. Grantee is prohibited from creating, causing, or allowing any other person or entity to create any debts, liens, mechanics liens, materialmen liens, mortgages, charges, or encumbrances against the Easement Area or servient estate. Grantee is otherwise exclusively responsible to pay to the appropriate authorities all applicable real estate taxes, assessments, or other charges levied against the Easement Area or Grantor's residue servient estate by any public authority relating to Grantee's rights in this Easement.

5. USE & RESTRICTIONS.

5.1. MAINTENANCE. Grantee is required to solely operate, maintain, control, repair, and secure the Encroachment in good repair and in a safe condition consistent with all applicable building and safety codes and practices.

5.2. LEGAL COMPLIANCE. Pursuant to Grantee's exercise of any rights in this Easement, Grantee is required to conduct all of its activity regarding the Encroachment or restoration of the Easement Area in strict compliance with all applicable federal, state, and local laws, rules, and regulations.

5.3. INSPECTION & RIGHT-OF-ENTRY. Grantor is permitted to access the Encroachment at any time and for any reason via the Public right-of-way adjacent to the Easement Area. Furthermore, Grantee agrees to allow Grantor's engineering staff, employees, contractors, or other authorized personnel a reasonable access to inspect the Encroachment via the Dominant Estate to ensure of the Encroachment's safety and integrity and Grantee's compliance with this Easement.

5.4. ENGINEER REPORTING. At any time upon a request by Grantor or at least once every five (5) years from the date of this Easement's execution by Grantor, even if Grantor does not make a request, Grantee is required to provide a written report to Grantor by an engineer licensed in the state of Ohio certifying that the Encroachment is (i) in good repair, (ii) does not need to be filled, and (iii) poses no risk of injury to persons or damage to the adjacent public right-of-ways, sidewalks, and roadways ("**Engineer Report**").

5.5. EXISTING UTILITIES & SURFACE CONDITION. Grantee's operation, maintenance, control, repair, and securing of the Encroachment in the Easement Area is strictly prohibited, in any manner, directly or indirectly, from (i) affecting any portions of any public or private utilities, including but not limited to water, storm and sanitary sewer, electric, traffic and gas utilities, existing in the Easement (collectively, "**Existing Utilities**") or located in, on, over, under, or adjacent to the Easement, and (ii) causing any type of surface settling or dipping that affects the surface condition, grade, or water drainage or retention in, on, over, or under, the Easement Area and adjacent areas thereto (collectively, "**Surface Condition**"). Accordingly, Grantee is required to (a) obtain all permits, approvals, and authorizations from any utility or public agency, including but not limited to Grantor; and (b) take all reasonable precautions to avoid impacting, in any manner, directly or indirectly, the Existing Utilities. In the event Grantee does impact the Existing Utilities or the Surface Condition, Grantee, at Grantee's sole cost and expense, is required to promptly restore the Existing Utilities and Surface Condition to the condition existing prior to Grantee's impact from exercising any rights from this Easement according to Grantor's written specification and satisfaction.

5.6. **RESTORATION.** As soon as practicable after any of Grantee's entries into the Easement Area to exercise any rights in this Easement, at Grantee's sole cost and expense, Grantee is required to (i) forever restore all of the Easement Area, including but not limited to Grantor's real property improvement(s), Existing Utilities, and Surface Condition located in, on, over, under, or adjacent to the Easement Area, to conditions aesthetically compatible with the existing public right-of-way and public sidewalk according to Grantor's written specifications and approval; or (ii), at Grantor's sole option and discretion, Grantee is required to monetarily compensate Grantor for all repair or restoration costs of the Easement Area, including but not limited to any of Grantor's real property improvement(s) and associated appurtenances, Existing Utilities, and Surface Condition located in, on, over, under, or adjacent to the Easement Area, which repair or restoration costs occurred or resulted from Grantee's exercise of any rights in this Easement in order to restore or repair the Easement Area to conditions aesthetically compatible with the existing public right-of-way and public sidewalk.

6. TERMINATION.

6.1. **GENERAL.** Grantor is permitted to terminate this Easement at any time and for any reason. Furthermore, Grantee is prohibited from releasing this Easement without obtaining Grantor's prior, written consent.

6.2. **REMOVAL.** Upon termination of this Easement and as necessary and appropriate to minimize any detrimental impacts to the Easement Area, at Grantee's sole cost and expense, Grantee is required to remove, abandon, and fill the Encroachment according to Grantor's written specifications and approval in order to not adversely affect the adjacent public right-of-way, public sidewalks, or Grantor's other real property improvement(s) and appurtenances in, on, under, or over, the Easement Area and adjacent areas thereto.

6.3. **REVERSION.** Grantor expressly reserves a reversionary interest in the Easement Area if Grantee performs any of the following: (i) shares, leases, sells, conveys, or transfers any of the Easement Area or any rights in this Easement without first obtaining Grantor's prior, written consent; however, nothing restricts Grantee's right to assign this Easement to Grantee's successors or assigns for the identical uses and purposes provided in this Easement; (ii) fails to abide by any provision described in this Easement; (iii) fails to abide by any applicable federal, state, and local laws and regulations; (iv) removes the Encroachment; (v) removes, razes, or substantially destroys the abutting building-improvement located on the Dominant Estate, which is the basis of the Encroachment; (vi) fails to adequately maintain the Encroachment; or (vii) fails to timely provide the Engineer Report to Grantor. If Grantee violates any of the reversionary clauses in subsections (i), (ii), (iii), (iv), (v), (vi), or (vii), or all, of this section, then this Easement and all rights connected with this Easement terminate and revert to Grantor, and Grantor is permitted to execute and record an Affidavit on Facts Relating to Title in the public land records of the Dominant Estate and servient estate's titles giving public notice of the termination and reversion of this Easement. Furthermore, upon this Easement's termination and reversion, Grantee is required to execute and deliver a recordable instrument of conveyance, as approved by the Columbus City Attorney, to Grantor returning the Easement Area to Grantor and releasing all rights to this Easement.

7. **RIGHTS & REMEDIES.** Grantor is entitled to injunctive relief described in this section in addition to any other relief Grantor is entitled, including but not limited to specific performance of any provision of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Where injunctive relief or specific performance does not appropriately remedy Grantor, Grantor is entitled to recover damages from Grantee for the violation of any provision of this Easement. Furthermore, Grantee is responsible for all costs incurred by Grantor in enforcing the provisions of this Easement against Grantee, including but not limited to costs and expenses of suit and attorney's fees, and any costs of restoration necessitated by Grantee's violation of any provision of this Easement. Grantor's remedies described in this section are cumulative and are in addition to any present or future remedies existing at law or in equity.

8. **NON-WAIVER.** Grantor or Grantee's failure or refusal to exercise any rights reserved in this Easement is not a waiver of any rights Grantor or Grantee possess to enforce the other party's obligations through any rights and remedies Grantor or Grantee has at law or in equity for the enforcement of the other party's obligations. Accordingly, no waiver of any kind is valid against Grantor or Grantee unless (i) reduced to writing, (ii) approved and executed by Grantor or Grantee's authorized authority and personnel, and (iii) recorded in the public land records of the Dominant Estate and servient estate's titles.

9. **NONEXCLUSIVE; PUBLIC USE.** Grantee's rights in this Easement are nonexclusive and are not construed to disrupt, interfere, or restrict Grantor's paramount rights to utilize any portion the Easement Area or Encroachment for any public purpose or to construct and maintain Grantor's other real property improvements in, on, upon, around, over, under, across, and through the Easement Area or Encroachment.

10. **NOTICE.** All notices, which are required for either party to serve upon the other, are only effectively served if personally delivered or sent by certified mail, return receipt requested, and addressed as follows; however, either party is permitted, with timely written notice given to the other party, to specify a new address where further notice will be sent:

GRANTOR:

City of Columbus, Ohio
Department Of Public Service
111 N. Front St., Columbus, OH 43215
Attn: Director

& Copies to:

Columbus City Attorney, Real Estate Division
77 N. Front St., 4th Fl., Columbus, OH 43215
Attn: Chief Real Estate Attorney

GRANTEE:

11. **COUNTERPARTS.** This Easement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same easement instrument.

12. **SEVERABILITY.** If for any reason any provision of this Easement is held invalid or unenforceable under law, then the remaining provisions of this Easement will be unaffected and remain valid and enforceable to the full extent permitted by law.

[REMAINDER OF PAGE INTENTIONALLY BLANK; GRANTOR'S EXECUTION ON NEXT PAGE]

EXHIBIT C

Date: _____

James Young, P.E.
Department of Public Service, Division of Design and Construction
111 N Front St.
Columbus, OH 43215

Re: Sidewalk Vault at _____

Dear Mr. Young,

I am in receipt of your letter dated _____, wherein the City's, Department of Public Service, Division of Design and Construction, has conditionally agreed to allow the existing sidewalk vault to remain on our property. As outlined in your letter, _____, hereby agrees to jointly and independently, indemnify, hold harmless, and defend the City of Columbus, Ohio ("City") for all claims, liabilities, and damages relating in any manner to the existence of the sidewalk/basement vault ("Vault") located under but within the public right-of-way adjacent to our real property located at _____ St, Columbus, OH 432__ [Franklin County Tax Parcel № _____]. We understand that it is the city policy to arrange for an encroachment easement and shall cooperate with the city in this effort without delay. We shall forever take all precautions to maintain the Vault's integrity and structure. In the event of the Vault's abandonment, we will notify the City of our intent to abandon the Vault and we shall abandon the Vault in a manner so as to not jeopardize the public right-of-way and in conformance with Columbus City Code 4123.29 and Ord. 21.592. The City shall, at any time, utilize the Vault for any utilities, and the City shall, at any time and at our cost, order the vault to be removed from the public right-of-way. The City shall, at any time and for any reason, be granted access to inspect the Vault.

The signing representatives below on behalf of ***Property owner(s)***, Inc., each represent and warrant having legal authority to execute and acknowledge this letter agreement, which shall bind their respective organizations, successors and assigns, to the legal representations contained in this letter.

Respectfully,

Property owner 1 _____

Property owner 2, _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Columbus, Ohio
an Ohio municipal corporation

By: _____, Date: _____



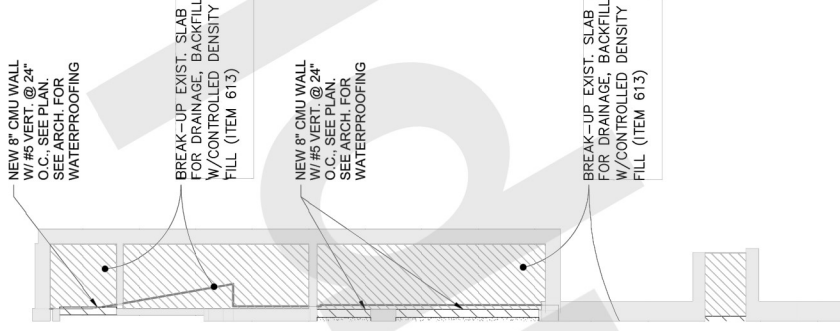
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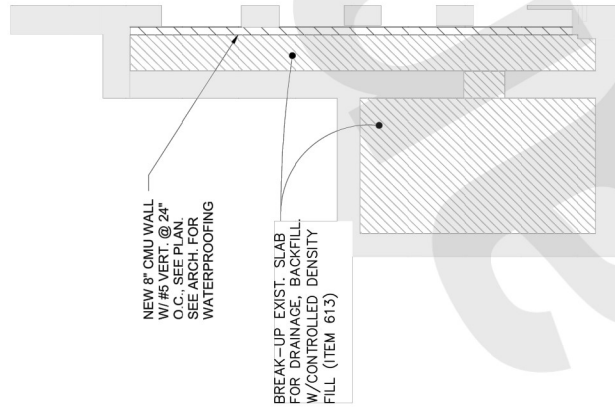
PROJECT NAME GOES HERE

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XXXX-E



BASEMENT DETAIL 2



BASEMENT DETAIL 1