

ORDINANCE NO. 27-53

By Mr. Park

Granting permission to The J. J. T. Realty Corporation, 941 North High Street, J. J. Toepfner, President, to connect his property on the south side of Livingston Avenue in the City of Columbus, hereinafter described, with sanitary sewer in Livingston Avenue.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, STATE OF OHIO:

Section 1. That The J. J. T. Realty Corporation, being the owner of a tract of land located on the south side of Livingston Avenue, in the City of Columbus, which tract has a frontage of approximately 197.5 feet on Livingston Avenue and a depth of approximately 285 feet, beginning 460 feet east of Alum Creek Bridge, which tract is without adequate sanitary sewerage facilities, is hereby given permission to connect said premises with the 27-inch sanitary sewer constructed by the City of Bexley and located approximately 19½ feet south of the north line of Livingston Avenue, by constructing not to exceed ~~one~~ taps six inches in diameter, upon the payment of a fee for said permit in the sum of \$300.00, and upon the payment of which fee the necessary permit shall be issued by the Sewer Department. Said permit shall state thereon that the same is issued pursuant to this ordinance and subject to the provisions hereof.

Section 2. Whereas, it will be necessary in the construction of said connections and taps to cut the pavement of Livingston Avenue, the said J. J. T. Realty Corporation shall first obtain the necessary permit from the City of Columbus for the cutting of said pavement, and said cutting and the restoration of said surface shall be done upon notice to, and to the satisfaction of the City of Columbus, and any fees and/or deposits required by said city shall be paid by said J. J. T. Realty Corporation; said construction of said connections and taps shall be to the satisfaction of said City of Bexley and the City of Columbus, and the fees for inspection of same shall be paid by said J. J. T. Realty Corporation.

Section 3. Provided that the said J. J. T. Realty Corporation, by the acceptance in writing of this ordinance and the construction of said connections and taps, shall be deemed to have agreed for ~~himself~~ ^{his heirs,} ~~administrators~~ ^{its successors} and assigns as follows:

To waive all claims for damages which may hereafter result to said premises by reason of any defect in, or stoppage to, said sewer in Livingston Avenue; that in the event that the City of Columbus shall hereafter charge the City of Bexley for the disposal of sanitary sewage upon any basis that would include the disposal of sewage from the above described premises, he or they shall reimburse said city for such charge; that in the event said City of Bexley shall hereafter construct or operate a sewage disposal plant into which the sewage from the above described premises shall be discharged, he or they shall pay to said city a proper charge for the disposal of the sewage from said premises; that in the event the City of Columbus shall, in the future, construct any main sanitary sewers, or laterals, for the sanitary sewerage of the territory embracing these premises, or if he or they shall conduct any surface or roof water into said connections or said trunk sewer, or shall fail to comply with the restrictions and conditions contained in the present or future agreements between the City of Columbus and the City of Bexley as to what character of sewage may be drained into the sewage system of the City of Columbus, then in any of said events, the City of Bexley shall have the right to disconnect said taps from said sanitary sewer, and all rights of said J. J. T. Realty Corporation, ~~his~~ ^{its} heirs and assigns hereunder shall cease and terminate.

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

Passed _____, 1953.

Approved Oct 27, 1953.

Attest R. C. Purcott
Clerk

J. J. Toepfner
President of Council

J. H. Schuman
Mayor

Columbus, Ohio
October 27, 1953

The undersigned, The J. J. T. Realty Corporation,
its successors and assigns, hereby accepts the foregoing
ordinance and hereby agrees to all terms, conditions and
restrictions therein contained.

The J. J. T. Realty Corporation
by Theodore L. Hunt
its Attorney