

MINUTES OF THE SEVENTY-SEVENTH MEETING  
NOVEMBER 4, 1953

Pursuant to call of the Chairman the Ohio Turnpike Commission met in regular open session in the City Hall at Toledo, Ohio at 2:10 P. M. on November 4, 1953, with the key members of its staff, representatives of the Consulting Engineer, of the Trustee, members of the press and others in attendance.

The meeting was called to order by the Chairman, the roll was called, and the attendance was reported to be as follows:

Present: Linzell, Teagarden, McKay, Allen, Shocknessy.

Absent: None.

The Chairman announced that a quorum was present.

A motion was made by Mr. Teagarden, seconded by Mr. Linzell that the minutes for the meeting of September 22, 1953, which had been examined by the members of the Commission, and upon which the required corrections had been made, be approved without reading.

A vote by ayes and nays was taken and all members responded to roll call. The vote was as follows:

Ayes: Teagarden, Linzell, Allen, McKay, Shocknessy.

Nays: None.

The Chairman declared the motion carried.

The Chairman reported that since the previous meeting, Judge Reynolds of the Common Pleas Court of Franklin County had handed down an opinion in an action

brought against the Commission on behalf of the City of Elyria seeking to compel the Commission to submit to that municipality its plans for the construction of the Turnpike in the vicinity of that city. He reported that Judge Reynolds held that the Turnpike Act provided a procedure which was exclusive and, accordingly, the Commission was not required to submit its plans, the Chairman said. The Chairman added that in commenting upon the decision after it had been handed down he had told some representatives of the press that the decision, of course, was a satisfaction to the Turnpike Commission in confirming the understanding which the Turnpike Commission had always had of its duty and further that the decision should be an indication to those few dissidents in the City of Elyria who opposed the construction of the Turnpike in the vicinity of the City of Elyria on its peripheral area that it would be better to try to settle the differences between the city and the Commission at the conference table than at the courthouse. The Chairman said that subsequently in response to a query by the special counsel for Elyria, Mr. Robert J. Shoup, as to what the Chairman meant when he said that it seemed that the thing to do would be to settle the differences around the conference table rather than the courthouse Mr. Shoup had been told that the Chairman meant the same thing that the Commission had always meant; that it had been ever ready to consider the problem of the City of Elyria and it had done so on occasion, and was continuing to be willing to do so. He reported further that Mr. Shoup, in the offices of the Commission on November 2, 1953, had proposed that the Commission consider as a solution of the controversy at Elyria the acceptance of the so-called mid-alternate, the alternate which the Commission knew as the middle alternate route through the Elyria area, the same one that the Commission had before it on August 4, 1953, when it adopted the resolution to proceed in accordance with the recommendation of the engineers, as approved by the Governor. The Chairman said he had asked Mr. Shoup if he were willing or authorized to discuss a solution of the controversy at Elyria on the basis of construction of the Turnpike through that minimal portion of the city where the Commission proposed to route the Turnpike with an adjustment somewhat as proposed, according to the understanding of the Chairman, by one of the councilmen of the City of Elyria. The Chairman said Mr. Shoup had replied that he was not willing to discuss any form of solution other than

one which would take the Turnpike totally out of the City of Elyria. The Chairman told the Commission that it was his personal belief that determination of that proposal had been made on August 4, 1953, and that, accordingly, regretting as he did that the Commission had been unable to reach a satisfactory conclusion of its differences with the City of Elyria, he was constrained to recommend that the Commission proceed to authorize and direct an action in condemnation be undertaken and prosecuted at once for those lands within the City of Elyria which the Commission had not been able to acquire by negotiation and, further, that the Commission direct its staff to persevere in the efforts which the staff had had under responsibility during the previous several months for reaching a reasonable conclusion and determination with the City of Elyria on the relocation of utilities and other services which, under the law, were required to be considered by the city if the Commission should make a determination that there was a necessity therefor. The Chairman reported that the Commission had received letters from the Elyria Planning Commission and the city engineer respectively and report of Ladislav Segoe & Associates, and of Wilbur Watson Associates, and of the Elyria Chamber of Commerce, respectively also. He said that it was perfectly clear that the Commission was meeting under great compulsion to proceed through the City of Elyria; that the Commission was making great progress in the Toledo area and all across the State and that such progress could not be interrupted. The Chairman said he believed that the Commission might indicate its continued willingness to consider a solution somewhat in the form of that considered on September 1, 1953, in Cleveland and somewhat similar to that proposed by Councilman Kellogg at Elyria.

The Chairman on behalf of the Commission expressed its gratitude to Mayor Roulet, City Manager Finch, and the other officials of the City of Toledo and of Lucas County who had provided the quarters for the meeting of the Commission and who had extended hospitality to the Commission during the time that it was in the city. He said the public officials in Toledo had always been mindful of the urgency of giving consideration to those matters which the Commission had brought to their attention, and that he was happy to be able to bespeak the gratitude of the Commission for the cooperation which the City of Toledo had extended to the Commission hitherto.

Mr. McKay suggested that if the council of the City of Elyria was willing to confer with the Commission on the general proposals that were made at the September 1, 1953 meeting, plus the modified elements in the Kellogg plan, it was time to by-pass all representatives and move right in on the city council if that body wished to sit down and work the problem out. He said it was his position that it was urgent to establish appropriation proceedings at once because he was definitely convinced that construction sections 22 and 23 in the Elyria area could well delay the opening of the entire Turnpike beyond October 1, 1955. He said that time was running short, and that there was a question of potential delay and the loss of a million and a half dollars a month in revenue income for whatever period might be involved.

The Chairman reported that the Chief Engineer had advised him that members of the staff of the Chief Engineer had been trying for several months to enter into conversations with the officials of the City of Elyria on the relocation of the utilities which, under the law, the Commission was required to work out with the city, and that the city had consistently refused to work with the staff of the Commission. He said that the Elyria officials had indicated, according to the Chief Engineer, that until they should get a commitment from the Commission that the Turnpike would not touch the City of Elyria, they would not do anything.

The Assistant Secretary-Treasurer reported for the Secretary-Treasurer that since the preceding meeting the auditor's report for the period ending September 30, 1953, had been mailed on October 28, 1953, to the members, and that detail of October transactions affecting investments had been mailed on October 31, 1953. He said that the income from investments at the end of October, 1953, was \$7,923,879.00, and that this was \$3,190,000.00 in excess of the original estimate for the same period.

The Chairman said that the Secretary-Treasurer's report would be received as offered.

The Executive Director reported that bids had been received on October 29, 1953, for the construction of construction sections C-36 and C-37 located in Sandusky County. He said that following the letting engineers of the Commission upon checking the bids had found an error in one of the bids

amounting to \$616,600.00 which, he said, was unusual only in the size of the amount because it was not unusual for many bidders to make mistakes in the bids that they submitted. The Executive Director said that out of the thirteen proposals received six had contained errors some of which were rather sizeable, one amounting to something in excess of fifty thousand dollars, another being in excess of forty thousand dollars. He said that the apparent low bidder at the time the bids had been opened had been a firm by the name of S. J. Groves & Sons Co., but that correction of the error of \$616,600 discovered in the bid of the W. L. Johnson Construction Company and Associates had made the latter company the apparent low bidder. In explaining how the error had been made, the Executive Director pointed out that the Commission's proposal form included four classifications: roadway, drainage, structures, and pavement. He said the W. L. Johnson Construction Company and Associates had proposed to sublet to another firm the structural work, but that included in that proposal were not only the items under structures proper but also many items under drainage involving culverts, farm tile, and so forth, and four items under the classification of roadway, to-wit, removing certain existing structures. He said the total amount bid by the subcontractor and the total submission of his proposal to the bidding contractor did not separate those items under the several classifications, and that in transferring the bid of the subcontractor to the Commission's bid from the W. L. Johnson Company had put the grand total of the subcontractor's bid of \$2,700,000 under structures alone, whereas a part of it should have been under roadway and a part under drainage. The Executive Director explained that as a consequence many of the items involved were counted twice, and that that circumstance had given rise to the error. The Executive Director said that discovery of the error resulted in a new low bid which was some one-hundred and sixty-one thousand dollars lower than that of the apparent low bidder at the time of the letting. He said that the Contracting Engineer, the Consulting Engineer, and the Chief Engineer had recommended that award of the contract be made to the W. L. Johnson Construction Company and Associates at their bid of \$7,102,409.70, and that he concurred in the recommendation.

The Chairman reviewed the procedure followed by the Commission when bids were received and said that the Commission did not tamper with figures on bids. He said that the bids were opened by the Executive Director in the presence of God and everybody, including several hundred contractors, in the Neil House in Columbus, and that the only information the Executive Director had when he opened the bids was what appeared on the proposal so that when the Executive Director picked up the proposal of the W. L. Johnson Construction Company & Associates he found a figure of \$7,719,000 as the total and that that was the figure he had read. The Chairman said that it would be intolerable and would be in violation of the law of Ohio if public bodies were to open bids and tabulate them before they were publicly read. He said the Highway Director had informed him that in the large portion of bids received by the Highway Department the same kind of error is likely to occur.

The Executive Director said that the representative of the S. J. Groves & Sons Company had been shown the bid of the W. L. Johnson Construction Company & Associates and had been given a photostat of it which had been flown to Chicago to be examined by the president of the S. J. Groves & Sons Company. He said that the president of the Groves company had telephoned to inform the Commission that he was a good loser, that he understood the situation thoroughly, that he expected to bid at the next letting, and that he would continue to bid as long as the Commission had any work to let until he got something. The Executive Director then presented Mr. Fred Rowe, President of the W. L. Johnson Construction Company & Associates, describing him as a long-time contractor, a very successful one, and one of the best that had worked in the State of Ohio.

Mr. Rowe told the Commission that he and his associates were very much chagrined at having made such a gross error. He said that it was not the first one they had ever made but that it was the most extreme one they had made.

The Chairman told Mr. Rowe that there had been some consideration given to throwing out all the bids on the bare supposition that the error might have constituted an

irregularity, but that the General Counsel had advised the Executive Director that in his opinion there had been no irregularity on the bids.

The General Counsel orally and by letter advised that in his opinion the bid of W. L. Johnson Construction Company & Associates conformed to the requirements of the applicable statute, and to the terms, conditions, and specifications prescribed by the Commission and to the legal notice; and that award might legally be made to it. Attached to his letter was proof of publication of notice of receipt of bids for contracts C-36, C-37 and C-36 & 37. He said the letter included a statement in some particularity of the provision under which all the bids had been received to the effect that the unit and lump-sum prices controlled, and that corrected extensions of totals should be made by the Commission for the purpose of comparing bids.

Resolution No. 476-1953, awarding construction contract C-36 & 37, was moved for adoption by Mr. Allen, seconded by Mr. Teagarden, as follows:

"WHEREAS the Commission has duly advertised, according to law, for bids on separate contracts for the construction of those portions of Ohio Turnpike Project No. 1 which are known as Construction Sections 36 and 37, which contracts are designated Contracts C-36 and C-37, respectively, and proof of said advertising is before the Commission;

WHEREAS the Commission has also advertised in like manner for bids upon a contract for the construction of both construction sections, which contract is designated Contract C-36 & 37, and proof of said advertising is likewise before the Commission;

WHEREAS bids for the performance of each and all of said contracts have been received, and were duly opened and read as provided in the published notice for said bids, and said bids are before this meeting;

WHEREAS said bids have been analyzed by the Commission's executive director, chief engineer, and consulting engineer, and they have reported thereon to the Commission with respect to said analysis and made their recommendations predicated thereon;

WHEREAS all of the aforesaid bids for each of said contracts were solicited on the basis of the same terms and conditions, and the same specifications with respect to all bidders and potential bidders, and the bid of W. L. Johnson Construction Co. and Associates, a partnership composed of Fred I. Rowe, Carma J. Rowe, Douglas H. Criswell, Richard M. Tangeman, James E. Brissenden, Paul S. Scott, and Gardner Tillson, in the amount of \$7,102,409.70, for the performance of Contract C-36 & 37 is, and is by the Commission determined to be, the lowest of all said bids, or combinations of bids, for the construction of the aforesaid construction sections; and the Commission has been advised by its general counsel that said bid conforms to the requirements of §5537.04 of the Revised Code of Ohio and to the terms, conditions, and specifications in the legal notice applicable thereto, and, accordingly, the Commission is authorized to accept said bid as the lowest and best for the construction of said construction sections; and

WHEREAS the Commission is satisfied with the capacity of said bidder to perform its obligations pursuant to its proposal;

NOW, THEREFORE, BE IT

RESOLVED that the bid of W. L. Johnson Construction Co. and Associates, a partnership composed of Fred I. Rowe, Carma J. Rowe, Douglas H. Criswell, Richard M. Tangeman, James E. Brissenden, Paul S. Scott, and Gardner Tillson, in the amount of \$7,102,409.70, for the performance of Contract C-36 & 37 be, and hereby it is, determined to be the lowest and best of all said bids, or combinations of bids, and is accepted; and that each of the chairman and executive director be, and each of them hereby



is, authorized (1) to execute a contract with said successful bidder in the form heretofore prescribed by the Commission, pursuant to the aforesaid bid, and upon the condition that said successful bidder shall furnish a performance bond as heretofore approved by the Commission by and in its resolution No. 69-1952, and meeting the requirements of said resolution; (2) to return to all other bidders the bid security furnished by each of them respectively; (3) to return said successful bidder's bid security when the aforesaid contract has been duly executed and said performance bond furnished; and (4) to take any and all action necessary or proper to carry out the terms of said bid and of said contract."

The Chairman asked Mr. Rowe whether he anticipated any difficulty with respect to a bond because of the confusion in the computation of the bid. Mr. Rowe replied: "No, sir."

A vote by ayes and nays was taken and all members responded to roll call. The vote was as follows:

Ayes: Allen, Teagarden, Linzell, McKay, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

The Executive Director announced that as a result of the award just made the Commission had let approximately \$154,000,000 worth of work and that it had exceeded the engineering estimates by .78 percent or \$1,195,000. He said that 72.9 percent of the roadway was then under contract, and that the Commission was still in an excellent position financially because it had had to go into its contingency fund of \$25,760,000.00 only to the extent of approximately \$1,000,000.00 with 70 percent of the work under contract. He said that the award on

construction sections 36 and 37 completed the award of design section 12, and that the Commission was over some \$2,107,000.00 on that design section with respect to the engineering report, estimate, an overrun of approximately 18.81 per cent. He said that sections 36 and 37 were about the most difficult ones on the entire turnpike, that they were very treacherous sections to build and that that accounted for the overrun of the estimates. He said that a million dollars of the overrun was involved in bridges which had not been anticipated, and that the balance was made up of increased quantities and slightly higher unit prices than had been estimated in the engineering report of 1951. He said that the bidding, however, had been practically in line with the current engineers' estimates for the construction of that section.

The Executive Director presented to the Commission plans and other contract documents for construction sections 47, 48 and 49 constituting some eleven and nine-tenths miles of Ohio Turnpike Project No. 1 located in Lucas County and including the furnishing and fabrication of structural steel. He said that the plans and documents had been approved by the Contracting Engineer, and the Chief Engineer, and that he recommended their approval by the Commission.

Resolution No. 477-1953, approving, adopting, and ratifying the plans and other contract documents for contracts C-47, C-48, C-49, C-47 & 48, C-48 & 49, and C-47, 48 & 49, was moved for adoption by Mr. Teagarden, seconded by Mr. Linzell, as follows:

"WHEREAS there are before this meeting plans and forms of other contract documents, to-wit: forms of notice to bidders, proposals, special provisions, and contracts, for Contracts C-47, C-48, C-49, C-47 & 48, C-48 & 49, and C-47, 48 & 49;

WHEREAS the Commission has duly and fully considered the same;

NOW, THEREFORE, BE IT

RESOLVED that the Commission hereby approves,

adopts, and ratifies the plans and forms of other contract documents before it at this meeting for the aforesaid contracts, being for and in connection with the construction of those portions of Ohio Turnpike Project No. 1 which are known as Construction Sections 47, 48, and 49; provided, that any changes which are in the nature of adding or changing headings, captions, and style of writing or printing, or correcting typographical, clerical, or arithmetical errors, may be made upon the authority of anyone of the executive director, chief engineer, or general counsel; and

FURTHER RESOLVED that the executive director, chief engineer, and general counsel are authorized to cause said contracts to be advertised for the aforesaid construction sections, and that the executive director shall take and open bids for the same, and report the results thereof to the Commission."

A vote by ayes and nays was taken and all members responded to roll call. The vote was as follows:

Ayes: Teagarden, Linzell, Allen, McKay, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

The Executive Director presented to the Commission contract documents for a radio communications system for Ohio Turnpike Project No. 1. He said that there were two contracts and that they represented alternate proposals. He described the contracts as RC-1A which provided for the purchase and maintenance of the proposed system and as RC-1B which provided for the same system to be furnished and maintained on a rental basis. He said the documents had already been reviewed to a considerable extent by the Commission. The Executive Director said that the documents had been prepared by the Consulting Engineer and had been reviewed and revised by the General Counsel and had been approved by the General Counsel, and by the Consulting Engineer and the Chief Engineer and that he also recommended their approval by the Commission.

The General Counsel stated that there was a qualification to his approval. He explained that the Commission had not yet obtained from the Department of Industrial Relations all the wage rates that were required to be incorporated, and that the resolution which he had drawn and by adoption of which the Commission would carry out the recommendation of the Executive Director, provided that the prevailing rates and wages of mechanics and laborers for the classes of work called for by the contract insofar as they related to the construction work on a public improvement should be obtained from the Industrial Commission of Ohio and made a part of the contract documents. That meant, he said, that before bids were received there would have to be incorporated the required wage rates, and that it would depend on whether the Commission would get them by the deadline which the documents set, namely the 10th of November, 1953, whether they would be incorporated directly or whether they would be incorporated by addendum. He said he understood that the Commission would advertise immediately and would within the next few days thereafter complete the document for distribution.

At the suggestion of the Chairman the Executive Director and the Chief Engineer agreed to strike the paragraph in their memorandum of recommendation which stated that the wage rates were not a part of the contract documents but would be attached before advertising.

Resolution No. 478-1953, approving, adopting, and ratifying documents for contracts RC-1A and RC-1B, was moved for adoption by Mr. Linzell, seconded by Mr. McKay, as follows:

WHEREAS there are before this meeting forms of contract documents, to-wit: forms of notice to bidders, proposals, special provisions, and contracts, for Contracts RC-1A and RC-1B;

WHEREAS the Commission has duly and fully considered the same;

NOW, THEREFORE, BE IT

RESOLVED that the Commission hereby approves, adopts, and ratifies the forms before it at this meeting of the aforesaid contract documents, being for and in connection with the construction of a radio-communication system for Ohio Turnpike Project No. 1 and for the sale or rental of said system to the

Commission; provided, that any changes which are in the nature of adding or changing headings, captions and style of writing or printing, or correcting typographic, clerical, or arithmetical errors, may be made upon the authority of any one of the executive director, chief engineer, or general counsel; provided further, that the prevailing rates of wages of mechanics and laborers for the classes of work called for by the contracts shall be obtained from the Industrial Commission of Ohio and made a part of the contract documents as required by sections 4115.03 to 4115.07, both inclusive, of the Revised Code of Ohio; and

FURTHER RESOLVED that the executive director, chief engineer, and general counsel are authorized to cause said contracts to be advertised, and that the executive director shall take and open bids for the same, and report the results thereof to the Commission."

Mr. Allen said that the matter under consideration was going to require bids from a company with which he previously had been associated and that he thought he should disqualify himself from voting. The General Counsel said that it would be permissible for Mr. Allen to abstain.

A vote by ayes and nays was taken and all members except Mr. Allen responded to roll call. The vote was as follows:

Ayes: Linzell, McKay, Teagarden, Shocknessy.

Nays: None.

Not Voting: Mr. Allen.

The Chairman declared the resolution adopted.

The Executive Director presented for consideration by the Commission contract documents for the extraction of cylindrical concrete cores from the completed concrete pavement of Ohio Turnpike Project No. 1. He said that the practice involved was one commonly followed in the Department of Highways of Ohio for many years. He said the contract documents consisted of T-3 which covered the approximate easterly half of the

Turnpike and T-4 which covered the approximate westerly half of the Turnpike and a combination of T-3 and T-4, and that bids would be taken on the contracts individually and in combination. He said that the contract documents had been recommended by the Chief Engineer, and approved by the General Counsel and Consulting Engineer and that he added his recommendation that they be approved by the Commission.

Resolution No. 479-1953, approving, adopting, and ratifying documents for contracts T-3, T-4, and T-3 & 4, was moved for adoption by Mr. Allen, seconded by Mr. Linzell, as follows:

"WHEREAS there are before this meeting forms of contract documents, to-wit: forms of notice to bidders, proposals, specifications, and agreements, for Contracts T-3, T-4, and T-3 & 4;

WHEREAS the Commission has duly and fully considered the same;

NOW, THEREFORE, BE IT

RESOLVED that the Commission hereby approves, adopts, and ratifies the forms before it at this meeting of the aforesaid contract documents, being for and in connection with the taking of cylindrical concrete cores from the roadway pavement, including interchanges, of Ohio Turnpike Project No. 1 and from incidental pavement, including crossroads, in connection with said project, for the purpose of determining its thickness; provided, that any changes which are in the nature of adding or changing headings, captions, and style of writing or printing, or correcting typographical, clerical, or arithmetical errors, may be made upon the authority of any one of the executive director, chief engineer, or general counsel; and

FURTHER RESOLVED that the executive director, chief engineer, and general counsel are authorized to cause said contracts to be advertised, and that the executive director shall take and open bids for the same, and report the results thereof to the Commission."

A vote by ayes and nays wa taken and all members responded to roll call. The vote was as follows:

Ayes: Allen, Linzell, Teagarden, McKay, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

The Executive Director announced that there had been established a policy at the direction of the Commission which provided what he believed to be the most prompt payments of estimates to contractors that he had ever experienced either as an engineer for a public body or as a contractor. He cited as an example a check in an amount of more than a half-million dollars which had been mailed on October 28, 1953, covering an estimate period which had ended on October 23, 1953. The Executive Director gave credit to the Contracting Engineers, to the Consulting Engineer, to the Chief Engineer, and even more particularly to the Comptroller for the expeditious handling of the estimates, and said that he thought the reputation the Commission had made in that regard might have been somewhat reflected in the better bidding the Commission had been receiving recently. He said that many contractors were commenting upon the prompt payment of their estimates, and that he himself had never seen anything to equal it.

The Executive Director reported on the status of right-of-way as follows:

Construction section 36 - OF 22 mainline parcels, 17 were clear, 3 were in process of condemnation, and 2 were in process of negotiation.

Construction section 37 - Of 16 mainline parcels, 14 were clear, 2 were in process of condemnation.

Construction section 47 - Of 95 mainline parcels, 83 were clear, 3 were in process of condemnation and 9

were in process of negotiation.

Construction section 48 - Of 26 mainline parcels 24 were clear, 1 was in process of condemnation, and 1 was in process of negotiation.

Construction section 49 - Of 54 mainline parcels, 54 were clear.

The General Counsel reported that the Executive Director had transmitted to him a written recommendation by the Commission's insurance consultant, Mr. Clayton Hale, to the effect that it would be desirable and advisable for the Commission to provide that its construction contractors might furnish co-sureties on a performance bond. He explained that that meant that more than one surety company would directly contract with the Commission as a surety. He said that the existing requirement of the Commission was that there was only one such surety but that if the amount of the contract bore a certain relationship to that surety's resources then he must reinsure so that in effect the Commission should not put too many eggs in one surety basket. The General Counsel said that he had been informed by memorandum from the Consulting Engineer that the Consulting Engineer and the Executive Director concurred in the recommendation, and that he accordingly had prepared a resolution by which the Commission might authorize co-sureties upon the bonds; limited in number, however, as a matter of convenience and practicality to three co-sureties on any such bond. He said that the Insurance Consultant had informed him that the recommended procedure was a common way of doing business, that the Federal Government permitted that way of handling sureties on construction contracts, and that modifications in the form designed to adapt the form to co-sureties had been taken largely from the Federal Government's form of co-surety bonds. He said that there were certain advantages to the contractors under some circumstances and that there were probable advantages to the Commission in permitting co-sureties, one such advantage being that there was primarily liability to the Commission by more than one surety company.



The Executive Director said that he thought the recommended procedure might invite more contractors to bid, and that he strongly recommended it.

Resolution No. 480-1953, authorizing co-suretyship, was moved for adoption by Mr. McKay, seconded by Mr. Teagarden, as follows:

"WHEREAS the Commission has in its General Specifications for Ohio Turnpike Project No. 1, dated December 9, 1952, and more particularly in §G-3.04 thereof, required that successful bidders for its contracts furnish bonds equal in each instance in amount to the contract price and in a form approved by the Commission;

WHEREAS the Commission has heretofore, in its resolution 69-1952, approved a form of contract bond, which form makes no provision for the employment of co-sureties;

WHEREAS the Commission is advised by its executive director, chief engineer, general counsel, consulting engineer, and insurance consultant, that it is in the best interest of the Commission to allow any successful bidder on its construction contracts to furnish a bond with co-sureties not to exceed three in number and to allow the liability of each surety to be limited to a specific amount, the total of all such liabilities in any one instance being at least equal to the contract price; and

WHEREAS the Commission desires to allow any successful bidder for any of its construction contracts hereafter awarded to furnish a performance bond employing co-sureties as aforesaid in lieu of a bond with only one surety, at the option of such successful bidder;

NOW, THEREFORE, BE IT

RESOLVED that each of the Commission's executive director, chief engineer, and general counsel is hereby instructed to incorporate into the contract documents for each of the Commission's construction contracts for which bids

have not yet been opened a provision to supersede §G-3.04 of the General Specifications for Ohio Turnpike Project No. 1, dated December 9, 1952, which provision shall read in substance as follows:

"The successful Bidder must, within ten days after he has received notice of the award to him and before or at the time of entering into a Contract, furnish a bond in accordance with the requirements of §5537.04 of the Revised Code of Ohio and in one of the forms prescribed by the Commission in an amount equal to the Contract price. This bond shall be maintained by the Contractor until final payment is made under the Contract. The successful Bidder may, at his option, furnish a bond with a sole surety, or he may furnish a bond with co-sureties not to exceed three in number. If said Bidder shall furnish a bond with co-sureties, the bond shall obligate each surety for a specific amount in money, the total of the amounts for which all sureties on the bond shall be obligated being at least equal to the Contract price, and said bond shall not limit the obligations or responsibility of any surety to a part of the work or other performance required under the Contract.

"In the event of the insolvency of a surety, whether sole surety or co-surety, the Contractor shall forthwith furnish and maintain other surety satisfactory to the Commission."

**FURTHER RESOLVED** that, in addition to the form of performance bond approved by the Commission by and in its resolution No. 69-1952, the form of performance bond set forth in Exhibit A, which is appended to and made a part of this resolution, is likewise approved by the Commission, and any bond which is substantially in that form is hereby approved by the Commission, subject, however, to the approvals and the requirements with respect to the qualifications of sureties set forth for bonds with single sureties by and in the Commission's resolution No. 69-1952.

FURTHER RESOLVED that the action of the Commission's chief engineer and general counsel in providing by addendum for co-suretyship as aforesaid in connection with each of contracts C-43, C-44, C-45, C-43 & 44, C-44 & 45, and C-43, 44 & 45, is hereby ratified and confirmed.

EXHIBIT A

Contract Bond  
Ohio Turnpike Commission

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1

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as principal, and the corporations hereinafter designated as Surety A to Surety \_\_\_\_\_, inclusive, which are duly authorized under Section 3929.01 or Section 3941.02, and cognate sections, of the Revised Code of Ohio to guarantee the performance of contracts, other than insurance policies, and execute and guarantee bonds and undertakings required or permitted in all actions or proceedings, or by law allowed, as sureties,<sup>4</sup> are held and firmly bound unto the Ohio Turnpike Commission, its successors and assigns, hereinafter called the obligee, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which,

well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents: Provided, that we the sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each surety binds itself, jointly and severally with the principal, for the payment of such sum only as is set forth opposite its name in the following schedule:

Surety	Name and State of Incorporation	Limit of Liability
A		
B		
C		

WHEREAS the principal has heretofore submitted to the obligee a written proposal to \_\_\_\_\_

and

WHEREAS the obligee has accepted said proposal and thereby awarded to the principal a contract, hereinafter called "the Contract", for the performance of the work described in said proposal and upon the terms, specifications, and conditions set forth in said proposal and all documents comprising parts thereof;

NOW, THEREFORE, the condition of this obligation is such that if the principal shall faithfully perform each and all of the terms, specifications, covenants, and conditions of the Contract on its part to be kept and performed according to the tenor thereof, and within the time limits prescribed therein; and shall fully indemnify and save harmless the obligee from all costs and damage which the obligee may suffer by reason of the principal's failure so to perform; and shall fully reimburse the obligee for all outlay and expense which the obligee may incur in making good any such default; and shall fully pay the lawful claims of all subcontractors, material men, and laborers, for whose benefit, as well as the benefit of the obligee, this undertaking is made, for labor performed and materials furnished in completing the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The sureties hereby agree that any granting of extensions of time for the completion of the work specified in the Contract, or any modifications, omissions, or additions made in or to the terms of the Contract, shall not in any wise diminish the obligation of the sureties hereunder.

Provided, however, that this obligation shall terminate and be null and void if the obligee shall annul the award of the Contract to the principal under the provisions of the above-described proposal; and provided further that in no event shall the liability of any surety hereunder for any and all claims exceed the amount of its obligation as hereinabove stated.

IN WITNESS WHEREOF, the principal and the sureties have signed and sealed this instrument at \_\_\_\_\_, Ohio, on the \_\_\_\_\_ day of \_\_\_\_\_, 1953.

\_\_\_\_\_, Principal

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_, Surety

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Surety's Address)

\_\_\_\_\_  
(Title)

\_\_\_\_\_

\_\_\_\_\_, Surety

\_\_\_\_\_  
(Surety's Address)

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety's Address)

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Title)

1. If the principal is a partnership, joint venture, or other form of business organization other than a sole proprietorship, the type of business organization, the state in which it is formed, and the names of the partners, joint venturers, etc., should be stated. If the principal is a sole proprietorship operating under a trade name, this fact should be stated.

2. If a surety company signing the bond is not a corporation, an appropriate change will be made in the bond form

for the purpose of identifying such surety.

3. The number of co-sureties on this bond shall not exceed three.

4. If any surety is a corporation, the bond must be accompanied by (1) a certificate of the superintendent of insurance that each such surety company is authorized to transact business in Ohio (however, such a certificate need not be furnished if the surety company had furnished such a certificate to the Ohio Turnpike Commission within 60 days previous to the date of the execution of this bond, and, provided further, that the surety company is still authorized to transact surety business in Ohio and that said certificate is still in full force and effect as of the date of the execution of this bond); a power of attorney from each surety company showing the authority of the agent to execute the bond on its behalf, which power of attorney must be dated not more than ninety (90) days previous to the date of execution of the bond; (3) a recent financial statement of each surety company; and (4) where the liability of a surety company signing the bond exceeds 10% of its capital and surplus, a certificate showing that the excess amount has been reinsured in some other surety company licensed to do business in Ohio.

If the bond is executed by natural persons as sureties, the description of the sureties must, of course, be appropriate and affidavits in justification of sureties must be completed in detail, or in lieu of said affidavits, a certificate of the county auditor of the county in which said sureties reside or have property may be furnished. Said affidavits must state that in said auditor's judgment the sureties possess the qualifications required by Section 1341.01 of the Revised Code of Ohio."

A vote by ayes and nays was taken and all members responded to roll call. The vote was as follows:

Ayes: McKay, Teagarden, Linzell, Allen, Shocknessy.

Nays: None.

The Chairman declared the resolution adopted.

The General Counsel presented to the Commission a series of six resolutions by which the Commission would make findings that it was necessary to change the locations first, of a portion of Sycamore Street in the City of Elyria, Ohio, and then the locations, respectively, of five different pipe lines, two of which were storm sewers, one of which was a sanitary sewer, and the other two of which were water lines in and out of the City of Elyria. He called to the attention of the Commission that on the 4th day of August, 1953, it had adopted a resolution which, in general terms, covered that same subject matter among others, but did not specify with particularity the precise points between or at which this relocation should be made. The General Counsel recalled that he had advised the Commission heretofore that the statutes provided that when it was necessary that the location of a public road or street or public utility lines be changed, it was incumbent upon the Commission to make a finding to that effect, and then it was up to the agency of government having jurisdiction over such road, street, or public utility line to determine which location it deemed most favorable for the new location, and that the six resolutions presented were in the same form as many other resolutions that the Commission had previously adopted dealing with roads and streets and the like.

Resolutions Nos. 481-1953, 482-1953, 483-1953, 484-1953, 485-1953, and 486-1953, finding it necessary to change the location of a portion of Sycamore Street and of portions of certain storm sewers, sanitary sewers, and waterlines in the City of Elyria, Ohio, were moved for adoption, respectively, by Mr. McKay, seconded, respectively, by Mr. Linzell, as follows:

Resolution No. 481-1953

"WHEREAS a portion of Sycamore Street, a public road as defined by §5537.01 of the Revised Code of Ohio, in the City of Elyria, Ohio, intersects the route to be traversed



by Ohio Turnpike Project No. 1; and

WHEREAS §5537.05 of the Revised Code of Ohio provides for the relocation of any portion of any public road upon the Commission's finding that it is necessary to change the location thereof;

NOW, THEREFORE, BE IT

RESOLVED that the commission, having duly and fully considered the same, hereby finds it necessary to change the location of that portion of Sycamore Street, in the City of Elyria, Ohio beginning at the present intersection of Sycamore Street with the Sheffield-Lake-Elyria Road, also known as Gulf Road, in the City of Elyria, said point of beginning being approximately 205 feet measured northerly along the centerline of said Gulf Road from its intersection with the centerline of Ohio Turnpike Project No. 1 as same is delineated and recorded in Volume 15, Page 40 of the Lorain County plat records; thence easterly along the present centerline of Sycamore Street to its intersection with a line drawn parallel to and 150 feet southerly from the centerline of said Ohio Turnpike Project No. 1, said intersection also being near the present intersection of Brandston Avenue and Sycamore Street, in the City of Elyria and there terminate;

FURTHER RESOLVED that the Commission hereby requests the council of the City of Elyria to notify this Commission at the earliest practicable date of the location which it deems most favorable for the relocation of that portion of Sycamore Street hereinabove described; and

FURTHER RESOLVED that the secretary of the Commission be, and he hereby is, instructed to transmit a certified copy of this resolution to the City of Elyria, Ohio."

Resolution No. 482-1953

"WHEREAS a portion of the 60-inch storm sewer, hereinafter more fully described, located within the corporate limits of and owned by the city of Elyria, Ohio, intersects the route to be traversed by Ohio Turnpike Project No. 1; and

WHEREAS §5537.05 of the Revised Code of Ohio provides for the relocation of any portion of any public-utility facility upon the Commission's finding that it is necessary to change the location thereof;

NOW, THEREFORE, BE IT

RESOLVED that the Commission, having duly and fully considered the same, hereby finds it necessary to change the location of that portion of the 60-inch storm sewer of the city of Elyria, Ohio, the center line of which presently intersects the center line of Ohio Turnpike Project No. 1, beginning at a point in said existing sewer line, said point being South 0° 19' 35" West a distance of 185 feet more or less from station 734+05.00 in the center line of Ohio Turnpike Project No. 1 as said center line is recorded in Volume 15, Page 40, of Lorain County Map Records, thence North 0° 19' 35" East a distance of 300 feet more or less to a point in said existing sewer line; and

FURTHER RESOLVED that the Commission does hereby request the council of the city of Elyria to notify this Commission at the earliest practicable date of the location which said city deems most favorable for the relocation of that portion of the facility hereinabove described; and

FURTHER RESOLVED that the secretary of the Commission be, and he hereby is, instructed to transmit a certified copy of this resolution to the city of Elyria, Ohio,"

Resolution No. 483-1953

"WHEREAS a portion of the 48-inch sanitary sewer, hereinafter more fully described, located within the corporate limits of and owned by the City of Elyria, Ohio, intersects the route to be traversed by Ohio Turnpike Project No. 1; and

WHEREAS §5537.05 of the Revised Code of Ohio provides for the relocation of any portion of any public-utility facility upon the commission's finding that it is

necessary to change the location thereof;

NOW, THEREFORE, BE IT

RESOLVED that the commission, having duly and fully considered the same, hereby finds it necessary to change the location of that portion of the 48-inch sanitary sewer of the City of Elyria, Ohio the centerline of which presently intersects the centerline of Ohio Turnpike Project No. 1, beginning at a point in said existing sewer line, said point being south  $0^{\circ} 19' 35''$  west a distance of 150 feet more or less from Station 73+47.00 in the centerline of Ohio Turnpike Project No. 1 as said centerline is recorded in Volume 15, Page 40 of Lorain County map records, thence north  $0^{\circ} 19' 35''$  west a distance of 353 feet more or less to a point in said existing sewer line;

FURTHER RESOLVED that the commission does hereby request the council of the City of Elyria to notify this commission at the earliest practicable date of the location which said city deems most favorable for the relocation of that portion of the facility hereinabove described; and

FURTHER RESOLVED that the secretary of the commission be, and he hereby is, instructed to transmit a certified copy of this resolution to the City of Elyria, Ohio."

Resolution No. 484-1953

"WHEREAS a portion of the 8-inch water line, hereinafter more fully described, located within the corporate limits of and belonging to the city of Elyria, Ohio intersects the route to be traversed by Ohio Turnpike Project No. 1; and

WHEREAS §5537.05 of the Revised Code of Ohio provides for the relocation of any portion of any public-utility facility upon the Commission's finding that it is necessary to change the location thereof;

NOW, THEREFORE, BE IT

RESOLVED that the Commission, having duly and fully considered the same, finds it necessary to change the location of that portion of the 8-inch water line of the city of Elyria, Ohio, the center line of which presently intersects the center line of Ohio Turnpike Project No. 1, beginning at a point in said existing water line, said point being South 0° 19' 35" West a distance of 180 feet more or less from station 734+16.00 in the center line of Ohio Turnpike Project No. 1 as said center line is recorded in Volume 15, Page 40, of the Lorain County Map Records, thence North 0° 19' 35" East, a distance of 360 feet more or less to a point in said existing water line; and

FURTHER RESOLVED that the Commission does hereby request council of the city of Elyria to notify this Commission at the earliest practicable date of the location which said city deems most favorable for the relocation of that portion of the facility hereinabove described; and

FURTHER RESOLVED that the secretary of the Commission be, and he hereby is, instructed to transmit a certified copy of this resolution to the city of Elyria, Ohio."

Resolution No. 485-1953

"WHEREAS a portion of the 4-inch and 6-inch water line, hereinafter more fully described, located within the corporate limits of and belonging to the City of Elyria, Ohio, intersects the route to be traversed by Ohio Turnpike Project No. 1; and

WHEREAS §5537.05 of the Revised Code of Ohio provides for the relocation of any portion of any public-utility facility upon the Commission's finding that it is necessary to change the location thereof;

NOW, THEREFORE, BE IT

RESOLVED that the Commission, having duly and fully considered the same, hereby finds it necessary to change the

location of that portion of the 4-inch and 6-inch water line of the City of Elyria, Ohio, the centerline of which presently intersects the centerline of Ohio Turnpike Project No. 1, beginning at a point in said existing water line, said point being approximately 156 feet north  $11^{\circ}22'06''$  east from Station 702+00 in the centerline of Ohio Turnpike Project No. 1 as said centerline is recorded in Volume 15, Page 39 of Lorain County map records, thence south  $11^{\circ}22'06''$  west a total distance of 316 feet more or less to a point in said existing water line;

FURTHER RESOLVED that the Commission does hereby request the council of the City of Elyria, Ohio to notify this commission at the earliest practicable date of the location which said city deems most favorable for the relocation of that portion of the facility hereinabove described; and

FURTHER RESOLVED that the secretary of the Commission be, and he hereby is, instructed to transmit a certified copy of this resolution to the city of Elyria, Ohio."

Resolution No. 486-1953

"WHEREAS a portion of the 96-inch storm sewer, hereinafter more fully described, located within the corporate limits of and owned by the city of Elyria, Ohio, intersects the route to be traversed by Ohio Turnpike Project No. 1; and

WHEREAS §5537.05 of the Revised Code of Ohio provides for the relocation of any portion of any public-utility facility upon the Commission's finding that it is necessary to change the location thereof;

NOW, THEREFORE, BE IT

RESOLVED that the Commission, having duly and fully considered the same, hereby finds it necessary to change the location of that portion of the 96-inch storm sewer of the city of Elyria, Ohio, the center line of which presently intersects

the center line of Ohio Turnpike Project No. 1 at or near turnpike station 697+83 as said center line is recorded in Volume 15, Page 39, of Lorain County Map Records, and which sewer line extends in an easterly direction from a point in said existing sewer line, said point being approximately 170 feet southerly from Ohio Turnpike Project No. 1 center line station 694+31.00, approximately 820 feet to a point in said existing sewer line which is 182 feet more or less north of turnpike station 701+65.00; and

FURTHER RESOLVED that the Commission does hereby request the council of the city of Elyria to notify this Commission at the earliest practicable date of the location which said city deems most favorable for the relocation of that portion of the facility hereinabove described; and

FURTHER RESOLVED that the secretary of the Commission be, and he hereby is, instructed to transmit a certified copy of this resolution to the city of Elyria, Ohio."

A vote by ayes and nays was taken and all members responded to roll call. The vote was as follows:

Ayes: McKay, Linzell, Teagarden, Allen, Shocknessy.

Nays: None.

The Chairman declared the resolutions adopted.

The General Counsel presented to the Commission the written statement of the Chief of the Right-of-Way Section with respect to the unsuccessful efforts of the Commission's negotiators to reach agreement with respect to the amounts to be paid by the Commission for certain parcels of land and his recommendation that such properties be appropriated; also, the written statement of the Chief Engineer that the acquisition of this property was necessary for the construction of Ohio Turnpike Project No. 1; a written statement of the concurrence of the Executive Director in the recommendations of the Chief Engineer and the Chief of the Right-of-Way Section, and the General Counsel's written recommendation

that title be acquired as and to the extent set forth in the forms of resolutions presented to the Commission by the General Counsel.

The General Counsel commented that there was something a little out of the ordinary about Resolutions Nos. 494-1953 and 495-1953 because they involved, for the first time for the Commission, the appropriation of property of a municipality. He said that the resolutions covered two parcels of land of which the principal owner was the City of Elyria and that in that particular instance there had been many dealings and negotiations with the City of Elyria generally about the construction of the turn-pike through that city and in particular with respect to the acquisition of the two parcels of land concerned. He said that the Commission's negotiators made a special appearance before the city council of the City of Elyria on July 13, 1953, and in writing presented the offer of the Commission to purchase the two parcels. The General Counsel said that for the first of the parcels the Commission offered, on the basis of the appraisals which were made to the Commission, the sum of \$5,940; for the second of the parcels, the sum of \$4,620, or a total for the two parcels of \$10,560. He said that that offer had been made almost four months previously but that no reply to the offer had been received. He added that it was quite obvious that the Commission and the City of Elyria could not agree, and furthermore that counsel for the city had made it apparent by several statements that the city was not voluntarily going to sell the land, and that he recommended as have the others concerned that proceedings to appropriate be initiated.

Resolutions Nos. 487-1953, 488-1953, 489-1953, 490-1953, 491-1953, 492-1953, 493-1953, 494-1953, and 495-1953, declaring the necessity of appropriating property and directing that proceedings to effect such appropriation be begun and prosecuted, were moved for adoption, respectively, by Mr. Linzell, seconded, respectively, by Mr. Teagarden, as follows:

Resolution No. 487-1953

"RESOLVED that the Commission has endeavored for

a reasonable time to agree with the owner or owners of the property described herein as to the compensation to be paid therefor, but has been unable to agree with said owner or owners, and said property is needed for the construction and efficient operation of the Ohio Turnpike Project No. 1, and

BE IT FURTHER RESOLVED that proceedings be begun and prosecuted to effect the appropriation of the following-described property from the following-named owner or owners and persons having interests therein, to-wit:

<u>Owner(s)</u>	<u>Place of Residence</u>
William Lichtenwald	Delta, Ohio
Mildred A. Lichtenwald	Delta, Ohio
The First Federal Savings and Loan Association of Delta, Ohio	Delta, Ohio
County Auditor of Fulton County	Fulton County Court House Wauseon, Ohio
County Treasurer of Fulton County	Fulton County Court House Wauseon, Ohio

The aforementioned property to be appropriated is described as follows:

Parcel No. 35-G -- Permanent Easement for Highway Purposes

Situated in the Township of Pike, County of Fulton and State of Ohio, and known as being part of Original Pike Township Section No. 1, Town 7 North, Range 7 East, and being all that part of the lands described in the deed to William Lichtenwald and Mildred A. Lichtenwald, dated April 11, 1939, and recorded in Volume 127, Page 508 of Fulton County Deed Records, bounded and described as follows:

Beginning on the Easterly line of land described in



the deed as aforesaid, which Easterly line is also the center line of Raker-Barden Road, at a point distant 880 feet Northerly, measured along said Easterly line from its intersection with the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 4, Page 10 of Fulton County Map Records; thence Southerly along the center line of Raker-Barden Road to the Southeasterly corner of land described in the deed as aforesaid; thence Westerly along the Southerly line of land so described, 160 feet to a point; thence Northwesterly to a point distant 166 feet Westerly, measured at right angles, from a point on the center line of Raker-Barden Road, distant 420 feet Northerly, measured along said center line, from the center line of said Ohio Turnpike Project No. 1; thence Northeasterly to a point distant 50 feet Westerly, measured at right angles, from a point on the center line of Raker-Barden Road, distant 447 feet Northerly, measured along said center line from the center line of Ohio Turnpike Project No. 1; thence Northerly to a point distant 25 feet Westerly, measured at right angles from the place of beginning; thence Easterly on said right angle line to the place of beginning.

Excepting therefrom that portion thereof lying within the bounds of Raker-Barden Road, as now established.

Parcel No. 35-G(1) --Temporary Easement for Detour  
Purposes

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Situated in the Township of Pike, County of Fulton and State of Ohio, and known as being part of Original Pike Township Section No. 1, Town 7 North, Range 7 East, and being all that part of the lands described in the deed to William Lichtenwald and Mildred A. Lichtenwald, dated April 11, 1939, and recorded in Volume 127, Page 508 of Fulton County Deed Records, bounded and described as follows:

Beginning on the center line of Raker-Barden Road, at a point 880 feet Northerly, as measured along said center line from its intersection with the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 4, Page 10 of Fulton County Map Records; thence Westerly along a line at right angles to the center line of Raker-Barden Road, a distance of 25 feet; thence Southwesterly along a straight line to a point 50 feet Westerly at right angles to

the center line of Raker-Barden Road, at a point 447 feet Northerly, as measured along said center line from its intersection with the center line of Ohio Turnpike Project No. 1; thence Southwesterly along a straight line to a point 80 feet Westerly at right angles to the center line of Raker-Barden Road, at a point 440 feet Northerly, as measured along said center line from its intersection with the center line of Ohio Turnpike Project No. 1; thence Northeasterly along a straight line to a point 54.4 feet Westerly at right angles to the center line of Raker-Barden Road, at a point 892.50 feet Northerly, as measured along said center line from its intersection with the center line of Ohio Turnpike Project No. 1; thence Northeasterly along a straight line to its intersection with the center line of Raker-Barden Road, at a point 946.90 feet Northerly, as measured along said center line from its intersection with the center line of Ohio Turnpike Project No. 1; thence Southerly along the center line of Raker-Barden Road to the place of beginning. "

Resolution No. 488-1953

"RESOLVED that the Commission has endeavored for a reasonable time to agree with the owner or owners of the property described herein as to the compensation to be paid therefor, but has been unable to agree with said owner or owners, and said property is needed for the construction and efficient operation of the Ohio Turnpike Project No. 1, and

BE IT FURTHER RESOLVED that proceedings be begun and prosecuted to effect the appropriation of the following-described property, the easements and rights hereinafter described, from the following-named owner or owners and persons having interests therein, to-wit:

<u>Owner(s)</u>	<u>Place of Residence</u>
Alvin C. Albright	Swanton, Ohio
Melvin W. Albright	Swanton, Ohio

<u>Owner(s)</u>	<u>Place of Residence</u>
County Auditor of Fulton County	Fulton County Court House Wauseon, Ohio
County Treasurer of Fulton County	Fulton County Court House Wauseon, Ohio

The aforementioned property to be appropriated is described as follows:

Parcel No. 39-K - 40-F -- Fee Simple

Situated in the Township of Fulton, County of Fulton and State of Ohio and known as being part of Original Fulton Township Section No. 1, Town 7 North, Range 8 East, and bounded and described as follows:

Beginning in the Easterly line of said Section No. 1 at its intersection with a line parallel to the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 4, Page 15 of Fulton County Map Records, and distant Northerly therefrom 125.00 feet measured on a line normal to said center line; thence Westerly along said parallel line to the Westerly line of the Northeast quarter (1/4) of the Northwest quarter (1/4) of said Section No. 1; thence Southerly along said Westerly line to the Southerly line of the Northwest quarter (1/4) of the Northwest quarter (1/4) of said Section No. 1; thence Easterly along said Southerly line to the Westerly line of the Northwest quarter (1/4) of said Section No. 1; thence Southerly along said Westerly line to its intersection with a line parallel to the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 4, Page 15 of Fulton County Map Records, and distant Southerly therefrom 110.00 feet measured on a line normal to said center line; thence Easterly along said parallel line to the Easterly line of Section No. 1; thence Northerly along said Easterly line to the place of beginning.

Parcel No. 39-K - 40-F(3) -- Permanent Easement for  
Drainage Purposes

Situated in the Township of Fulton, County of Fulton

and State of Ohio, and known as being part of Original Fulton Township Section No. 1, Township 7 North, Range 8 East, and being all that part of the lands described in the deed to Alvin C. Albright and Melvin W. Albright, dated January 16, 1947, and recorded in Volume 150, Page 365 of Fulton County Deed Records, and bounded as follows:

On the North by a line drawn parallel to and distant 110 feet Southerly, measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 4, Page 15 of Fulton County Map Records; on the South by a line drawn parallel to and distant 700 feet Southerly, measured on a line normal to said center line; on the West by a line drawn Southerly and normal to said center line at Station 1364+27 of said Ohio Turnpike Project No. 1; on the East by a line drawn Southerly and normal to said center line at Station 1364+77 of said Ohio Turnpike Project No. 1.

Parcel No. 39-K - 40-F(4) -- Permanent Easement for  
Drainage Purposes

Situated in the Township of Fulton, County of Fulton and State of Ohio, and known as being part of Original Fulton Township Section No. 1, Township 7 North, Range 8 East, and being all that part of the lands described in the deed to Alvin C. Albright and Melvin W. Albright, dated January 16, 1947, and recorded in Volume 150, Page 365 of Fulton County Deed Records, and bounded as follows:

On the South by a line drawn parallel to and distant 125 feet Northerly, measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 4, Page 15 of Fulton County Map Records; on the North by a line drawn parallel to and distant 150 feet Northerly, measured on a line normal to said center line; on the East by a line drawn Northerly and normal to said center line at Station 1364+77 of said Ohio Turnpike Project No. 1; on the West by a line drawn Southerly and normal to said center line at Station 1364+27 of said Ohio Turnpike Project No. 1.

Parcel No. 39-K - 40-F(6) -- Permanent Easement for  
Highway Purposes

Situated in the Township of Fulton, County of Fulton and State of Ohio and known as being part of Original Fulton Township Section No. 1, Town 7 North, Range 8 East, and being part of the lands described in the deed to Alvin C. Albright and Melvin W. Albright, dated January 16, 1947, and recorded in Volume 150, Page 365 of Fulton County Deed Records, and bounded and described as follows:

Beginning on a line drawn parallel to and distant 110 feet Southerly, measured along a line normal to the center line of Ohio Turnpike Project No. 1, as shown by the plat recorded in Volume 4, Page 15 of Fulton County Map Records, at its intersection with the Easterly line of said Section No. 1; thence Westerly and parallel with the center line of Ohio Turnpike Project No. 1 as aforesaid, to a point distant 83 feet Westerly, by right angle measurement, from the Easterly line of said Section No. 1; thence Southerly in a direct line, to a point distant 46.42 feet Westerly by right angle measurement, from a point on the Easterly line of said Section No. 1, distant 800 feet Southerly, from the center line of Ohio Turnpike Project No. 1 as aforesaid; thence Easterly along a line at right angles with the Easterly line of said Section No. 1, 46.42 feet to the Easterly line of said Section No. 1; thence Northerly along the Easterly line of said Section No. 1 to the place of beginning.

Excepting therefrom that portion thereof lying within the bounds of Fulton-Lucas Road, as now established.

Parcel No. 39-K - 40-F(7) -- Fee Simple

Situated in the Township of Fulton, County of Fulton and State of Ohio, and known as being part of Original Fulton Township Section No. 1, Town 7 North, Range 8 East, and being all that part of the lands described in the deed to Alvin C. Albright and Melvin W. Albright, dated January 16, 1947, and recorded in Volume 150, Page 365 of Fulton County Deed Records, and bounded and described as follows:

Beginning on a line drawn parallel to and distant 110.00 feet Southerly, measured on a line normal to the center line

of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 4, Page 15 of Fulton County Map Records, at point distant Westerly 83.00 feet from the Easterly line of said Section No. 1, measured on a line at right angles to said Section line; thence Southerly in a direct line to a point distant Westerly 46.42 feet from the Easterly line of said Section No. 1, measured on line at right angles to said Section line from a point on said Section line distant Southerly 800.00 feet from the center line of Ohio Turnpike Project No. 1 as aforesaid, measured along said Section line; thence Easterly along said line at right angles to said Section line 46.42 feet to the Easterly line thereof; thence Southerly along said Section line 200.00 feet; thence Westerly at right angles to said Section line 39.00 feet; thence Northerly in a direct line to a point 44.69 feet Westerly from said Easterly line of Section No. 1, measured on a line at right angles thereto from a point on said Section line 885.00 feet Southerly from the center line of Ohio Turnpike Project No. 1 as aforesaid, measured along said Section line; thence Westerly on said right angle line 15.88 feet to a point of curvature; thence Northwesterly on a curve deflecting to the right, said curve having a radius of 98.00 feet and a central angle of  $89^{\circ} 28' 45''$  to a point of tangency; thence Northerly in a direct line to a point on a line parallel to and distant 110.00 feet Southerly, measured on a line normal to the center line of Ohio Turnpike Project No. 1 as aforesaid, at Station 1382+50.88 on said center line; thence Easterly along said parallel line to the place of beginning.

Parcel No. 39-K - 40-F(8) -- Permanent Easement for  
Highway Purposes

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Situated in the Township of Fulton, County of Fulton and State of Ohio and known as being part of Original Fulton Township Section No. 1, Town 7 North, Range 8 East, and being part of the land described in the deed to Alvin C. Albright and Melvin W. Albright, dated January 16, 1947, and recorded in Volume 150, Page 365 of Fulton County Deed Records, and bounded and described as follows:

Beginning on a line drawn parallel to and distant 125 feet Northerly, measured along a line normal to the center

line of Ohio Turnpike Project No. 1, as shown by the plat recorded in Volume 4, Page 15 of Fulton County Map Records, at its intersection with the Easterly line of said Section No. 1; thence Northerly along the Easterly line of said Section No. 1, to a point distant 800 feet Northerly, measured along said Easterly line, from its intersection with the center line of Ohio Turnpike Project No. 1 as aforesaid; thence Westerly along a line at right angles with the last described line 45.52 feet; thence Southerly in a direct line to a point on a line parallel to the center line of Ohio Turnpike Project No. 1 as aforesaid and 125 feet Northerly therefrom, measured on a line normal to said center line and 83.00 feet Westerly from the Easterly line of said Section No. 1, measured on a line normal thereto; thence Easterly along said parallel line to the place of beginning.

Excepting therefrom that portion thereof lying with the bounds of Fulton-Lucas Road, as now established.

Parcel No. 39-K-40-F(9) -- Fee Simple

Situated in the Township of Fulton, County of Fulton and State of Ohio, and known as being part of Original Fulton Township Section No. 1, Town 7 North, Range 8 East, and being all that part of the lands described in the deed to Alvin C. Albright and Melvin W. Albright, dated January 16, 1947, and recorded in Volume 150, Page 365 of Fulton County Deed Records, and bounded and described as follows:

Beginning on the Easterly line of said Section No. 1, at a point distant Northerly 800.00 feet, measured along said Section line from the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 4, Page 15 of Fulton County Map Records; thence Northerly along said Section line 150.00 feet; thence Westerly at right angles to said Section line 37.20 feet; thence Southerly in a direct line to a point 40.81 feet Westerly from said Easterly Section line on a line at right angles to said Section line at a point 885.00 feet Northerly from the center line of Ohio Turnpike Project No. 1 as aforesaid, measured along said Section line; thence Westerly along said right angle line 19.19 feet to a

point of curvature; thence Southwesterly on a curve deflecting to the left, said curve having a radius of 98.00 feet and a central angle of 90° 00' 00" to a point of tangency; thence Southerly in a straight line to a point 510.00 feet Northerly from the center line of Ohio Turnpike Project No. 1 as aforesaid, measured on a line normal to said center line at Station 1382+63.23 thereon; thence Westerly parallel to said center line to a point 510.00 feet Northerly from said center line, measured on a line normal thereto at Station 1378+60.00; thence Southerly on said line normal to said center line to its intersection with a line parallel to said center line and 125.00 feet Northerly therefrom, measured on a line normal thereto; thence Easterly on said parallel line to a point 83.00 feet Westerly from the Easterly line of Section No. 1, measured on a line at right angles thereto; thence Northerly in a direct line to a point 45.52 feet Westerly from the Easterly line of Section No. 1, measured on a line at right angles to said Section line from the place of beginning; thence Easterly at right angles to said Section line to the place of beginning.

The aforementioned rights to be appropriated are as follows:

First: Any and all abutters' rights, including access rights, appurtenant to any remaining portion of the lands of said owner or owners of which the above-described real estate shall have formed a part prior hereto, in, over, or to the parcels described above as Parcel No. 39-K - 40-F, Parcel No. 39-K - 40-F(7), and Parcel No. 39-K - 40-F(9), including such rights to any turnpike constructed thereon.

Second: All rights to erect on any of the aforesaid remaining lands any billboard, sign, notice, poster, or other advertising device which would be visible from the travelway of Ohio Turnpike Project No. 1, and which is not now upon said lands."

Resolution No. 489-1953

"RESOLVED that the Commission has endeavored for a reasonable time to agree with the owner or owners of the property described herein as to the compensation to be



paid therefor, but has been unable to agree with said owner or owners, and said property is needed for the construction and efficient operation of the Ohio Turnpike Project No. 1, and

BE IT FURTHER RESOLVED that proceedings be begun and prosecuted to effect the appropriation of the following-described property, the easements and rights hereinafter described, from the following-named owner or owners and persons having interests therein, to-wit:

<u>Owner(s)</u>	<u>Place of Residence</u>
Mary A. Haupricht	Route #2, Holland, Ohio
William Haupricht	Route #2, Holland, Ohio
County Auditor of Lucas County	Lucas County Court House Toledo, Ohio
County Treasurer of Lucas County	Lucas County Court House Toledo, Ohio

The aforementioned property to be appropriated is described as follows:

Parcel No. 47-E -- Fee Simple

Situated in the Township of Springfield, County of Lucas and State of Ohio, and known as being part of Original Springfield Township Section No. 28, Town Two (2) of the United States Reserve of twelve (12) miles square at the foot of the Rapids of the Miami of Lake Erie, and being all that part of the lands described in the deed to Mary A. Haupricht, dated October 15, 1930, and recorded in Volume 801, Page 633 of Lucas County Deed Records, lying within a strip of land 200 feet wide between parallel lines, the Northerly line of said strip being parallel to and distant 100 feet Northerly, measured on a line normal to, the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 50, Page 11 of Lucas County Map Records, and the Southerly line of

said strip being parallel to and distant 100 feet Southerly, measured on a line normal to said center line.

Parcel No. 47-E(2) -- Permanent Easement for Highway Purposes

Situated in the Township of Springfield, County of Lucas and State of Ohio, and known as being part of Original Springfield Township Section No. 28, Town Two (2) of the United States Reserve of Twelve (12) Miles Square at the foot of the Rapids of the Miami of Lake Erie, and being all that part of the lands described in the deed to Mary A. Haupricht, dated October 15, 1930, and recorded in Volume 801, Page 633 of Lucas County Deed Records, and bounded and described as follows:

Beginning on the center line of Holloway Road at its intersection with a line drawn parallel to and distant 100 feet Southerly, measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 50, Page 11 of Lucas County Map Records; thence Westerly and parallel to the center line of said Ohio Turnpike Project No. 1 to a point distant 75 feet Westerly, by rectangular measurement, from the center line of Holloway Road; thence Southerly and parallel with the center line of Holloway Road to the Southerly line of land described in deed aforesaid; thence Easterly along the Southerly line of land so described to the center line of Holloway Road; thence Northerly along the center line of Holloway Road to the place of beginning.

Excepting therefrom that portion thereof lying within the bounds of Holloway Road, as now established.

Parcel No. 47-E(3) -- Permanent Easement for Highway Purposes

Situated in the Township of Springfield, County of Lucas and State of Ohio, and known as being part of Original Springfield Township Section No. 28, Town Two (2) of the United States Reserve of Twelve (12) Miles Square at the foot of the Rapids of the Miami of Lake Erie, and being all that part of the lands described in the Deed to Mary A. Haupricht, dated October 15, 1930, and recorded in Volume

801, Page 633 of Lucas County Deed Records, and bounded and described as follows:

Beginning at a point on the center line of Holloway Road distant 100 feet Northerly; measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 50, Page 11 of Lucas County Map Records; thence Northerly along said center line of Holloway Road to a point distant 700 feet Northerly, as measured along said center line from its intersection with the center line of said Ohio Turnpike Project No. 1; thence Westerly at right angles to the center line of Holloway Road 75 feet; thence Southerly and parallel to the center line of Holloway Road to a point distant 100 feet Northerly, measured on a line normal to the center line of said Ohio Turnpike Project No. 1; thence Easterly and parallel to the center line of said Ohio Turnpike Project No. 1 to the place of beginning.

Excepting therefrom that portion thereof lying within the bounds of Holloway Road, as now established.

The aforementioned rights to be appropriated are as follows:

First: Any and all abutters' rights, including access rights, appurtenant to any remaining portion of the lands of said owner or owners of which the above-described real estate shall have formed a part prior hereto, in, over, or to the parcel described above as Parcel No. 47-E, including such rights to any turnpike constructed thereon.

Second: All rights to erect on any of the aforesaid remaining lands any billboard, sign, notice, poster, or other advertising device which would be visible from the travelway of Ohio Turnpike Project No. 1, and which is not now upon said lands."

Resolution No. 490-1953

"RESOLVED that the Commission has endeavored for a reasonable time to agree with the owner or owners of the property described herein as to the compensation to be paid therefor, but has been unable to agree with said owner or

owners, and said property is needed for the construction and efficient operation of the Ohio Turnpike Project No. 1, and

BE IT FURTHER RESOLVED that proceedings be begun and prosecuted to effect the appropriation of the following-described property, and rights hereinafter described, from the following-named owner or owners and persons having interests therein, to-wit:

<u>Owner(s)</u>	<u>Place of Residence</u>
Katherine Manahan	2044 Greenwood Avenue Toledo, Ohio
Joseph J. Schedel	R. D. #1, Elmore, Ohio
George Avers	R. D. #1, Elmore, Ohio
County Auditor of Ottawa County	Ottawa County Court House Port Clinton, Ohio
County Treasurer of Ottawa County	Ottawa County Court House Port Clinton, Ohio

The aforementioned property to be appropriated is described as follows:

Parcel No. 66-E -- Fee Simple

Situated in the Township of Harris, County of Ottawa and State of Ohio, and known as being part of Original Harris Township Section No. 24, Town 6 North, Range 13 East and being all that part of the lands described in the deed to Katherine Manahan, dated August 4, 1930 and recorded in Volume 100, Page 171 of Ottawa County Deed Records, lying within a strip of land 270 feet wide between parallel lines, the Northeasterly line of said strip being parallel to and distant 140 feet Northeasterly, measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 8, Page 27a of Ottawa County Map Records, and the Southwesterly line of said strip

being parallel to and distant 130 feet Southwesterly, measured on a line normal to said center line.

The aforementioned rights to be appropriated are as follows:

First: Any and all abutters' rights, including access rights, appurtenant to any remaining portion of the lands of said owner or owners of which the above-described real estate shall have formed a part prior hereto, in, over, or to the parcel described above as Parcel No. 66-E, including such rights to any turnpike constructed thereon.

Second: All rights to erect on any of the aforesaid remaining lands any billboard, sign, notice, poster, or other advertising device which would be visible from the travelway of Ohio Turnpike Project No. 1, and which is not now upon said lands."

Resolution No. 491-1953

"RESOLVED that the Commission has endeavored for a reasonable time to agree with the owner or owners of the property described herein as to the compensation to be paid therefor, but has been unable to agree with said owner or owners, and said property is needed for the construction and efficient operation of the Ohio Turnpike Project No. 1, and

BE IT FURTHER RESOLVED that proceedings be begun and prosecuted to effect the appropriation of the following-described property, and rights hereinafter described, from the following-named owner or owners and persons having interests therein, to-wit:

<u>Owner(s)</u>	<u>Place of Residence</u>
Gilbert P. Ickes	R. D. #2, Elyria, Ohio
Martha Ickes	R. D. #2, Elyria, Ohio
Arnold J. Flock	R. D. #2, Elyria, Ohio

<u>Owner(s)</u>	<u>Place of Residence</u>
The Lorain County Savings & Trust Company	124 Middle Avenue Elyria, Ohio
County Auditor of Lorain County	Lorain County Court House Elyria, Ohio
County Treasurer of Lorain County	Lorain County Court House Elyria, Ohio

The aforementioned property to be appropriated is described as follows:

Parcel No. 115-D(1) -- Fee Simple

Situated in the Township of Amherst, County of Lorain and State of Ohio, and known as being part of Original Amherst Township Lot No. 55 and being part of the land described in the deed to Gilbert P. Ickes and Martha Ickes, dated August 3, 1946 and recorded in Volume 397, Page 123 of Lorain County Deed Records, and bounded and described as follows:

Beginning at a point distant 600 feet Southerly, measured along a line normal to the center line of Ohio Turnpike Project No. 1, as shown by the plat recorded in Volume 15, Pages 62 and 63 of Lorain County Map Records from Turnpike Station No. 449; thence Westerly and parallel to the center line of Ohio Turnpike Project No. 1, as aforesaid, 500 feet to its intersection with a line drawn Southerly and normal to said center line, from Turnpike Station No. 444; thence Northerly along the last described line, to the property line of land described in the aforesaid deed; thence Easterly along said property line to its intersection with a line drawn Southerly and normal to the center line of Ohio Turnpike Project No. 1, as aforesaid, from Turnpike Station No. 449; thence Southerly along said normal line to the place of beginning.

The aforementioned rights to be appropriated are as follows:

First: Any and all abutters' rights, including access rights, appurtenant to any remaining portion of the lands of said owner or owners of which the above-described real estate shall have formed a part prior hereto, in, over, or to the parcel described above as Parcel No. 115-D(1), including such rights to any turnpike constructed thereon.

Second: All rights to erect on any of the aforesaid remaining lands any billboard, sign, notice, poster, or other advertising device which would be visible from the travelway of Ohio Turnpike Project No. 1, and which is not now upon said lands."

Resolution No. 492-1953

"RESOLVED that the Commission has endeavored for a reasonable time to agree with the owner or owners of the property described herein as to the compensation to be paid therefor, but has been unable to agree with said owner or owners, and said property is needed for the construction and efficient operation of the Ohio Turnpike Project No. 1, and

BE IT FURTHER RESOLVED that proceedings be begun and prosecuted to effect the appropriation of the following-described property from the following-named owner or owners and persons having interests therein, to-wit:

<u>Owner(s)</u>	<u>Place of Residence</u>
Steve Skapura	R. D. #1, Olmsted Falls, Ohio
Anna Skapura	R. D. #1, Olmsted Falls, Ohio
Lillian Rabung Gilchrist	Holiday Harbor, North Hero, Vermont
Raymond Gilchrist	Holiday Harbor North Hero, Vermont
County Auditor of Lorain County	Lorain County Court House Elyria, Ohio
County Treasurer of Lorain County	Lorain County Court House Elyria, Ohio

The aforementioned property to be appropriated is described as follows:

Parcel No. 125-A(1) -- Fee Simple

Situated in the Township of Ridgeville, County of Lorain and State of Ohio, and known as being part of Original Ridgeville Township Lot No. 2, and being all that part of the lands described in the deed to Steve Skapura and Anna Skapura, dated August 19, 1952, and recorded in Volume 554, Page 51 of Lorain County Deed Records, lying within a strip of land 25 feet wide between parallel lines, the Northeasterly line of said strip being parallel to and distant 125 feet Southwesterly, measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 15, Page 48 of Lorain County Map Records, and the Southwesterly line of said strip being parallel to and distant 150 feet Southwesterly, measured on a line normal to said center line."

Resolution No. 493-1953

"RESOLVED that the Commission has endeavored for a reasonable time to agree with the owner or owners of the property described herein as to the compensation to be paid therefor, but has been unable to agree with said owner or owners, and said property is needed for the construction and efficient operation of the Ohio Turnpike Project No. 1, and

BE IT FURTHER RESOLVED that proceedings be begun and prosecuted to effect the appropriation of the following-described property from the following-named owner or owners and persons having interests therein, to-wit:

<u>Owner(s)</u>	<u>Place of Residence</u>
Jonathan Woodings	R. D. #2, Elyria, Ohio
Marion B. Woodings	R. D. #2, Elyria, Ohio
The Savings Deposit Bank and Trust Company	Elyria, Ohio



<u>Owner(s)</u>	<u>Place of Residence</u>
County Auditor of Lorain County	Lorain County Court House Elyria, Ohio
County Treasurer of Lorain County	Lorain County Court House Elyria, Ohio

The aforementioned property to be appropriated is described as follows:

Parcel No. 117-J--Permanent Easement for Highway  
Purposes

Situated in the Township of Elyria, County of Lorain and State of Ohio, and known as being a part of Original Elyria Township Lot No. 47, West of Black River, and bounded and described as follows:

Beginning on the center line of West Ridge Road, at the Southerly line of lands conveyed to Jonathan Woodings by deed dated May 17, 1947, Volume 417, Page 27 of Lorain County Deed Records; thence Easterly along the Southerly line of land so conveyed to a point distant 50 feet by rectangular measurement from the center line of West Ridge Road; thence Northerly parallel to said center line to a point measured Easterly at right angles from a point on the center line of West Ridge Road, distant 700 feet, measured Northerly along said center line from its intersection with the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 15, Page 60 of Lorain County Map Records; thence Westerly at right angles to the said parallel lines, 50 feet to the center line of West Ridge Road; thence Southerly along said center line to the place of beginning.

Excepting therefrom that portion thereof lying within the bounds of West Ridge Road, as now established."

Resolution No. 494-1953

"RESOLVED that the Commission has endeavored for a reasonable time to agree with the owner or owners of the property described herein as to the compensation to be paid therefor, but has been unable to agree with said owner or

owners, and said property is needed for the construction and efficient operation of the Ohio Turnpike Project No. 1, and

BE IT FURTHER RESOLVED that proceedings be begun and prosecuted to effect the appropriation of the following-described property, and the easements, rights, and restrictions hereinafter described, from the following-named owner or owners and persons having interests therein, to-wit:

<u>Owner(s)</u>	<u>Place of Residence</u>
The City of Elyria, Lorain County, Ohio	Elyria, Ohio
The Savings Deposit Bank and Trust Company, Trustee of the Estate of William A. Ely, Deceased	Elyria, Ohio
Arthur Ely, Trustee of the Estate of William A. Ely, Deceased	Elyria, Ohio
Arthur Ely	Elyria, Ohio

The aforementioned property to be appropriated is described as follows:

Parcel No. 119-E -- Fee Simple

Situated in the City of Elyria, County of Lorain and State of Ohio and known as being part of Original Elyria Township Lot No. 161 East of Black River and being all that part of the lands described in the deed to The City of Elyria, Lorain County, Ohio dated August 25, 1923 and recorded in Volume 194, Page 340 of Lorain County Deed Records lying Northerly of a line drawn parallel to and distant 165 feet Southerly measured on a line normal to the center line of Ohio Turnpike Project

No. 1, as shown by plat recorded in Volume 15, Page 39 of Lorain County Map Records.

The aforementioned rights and restrictions to be appropriated are as follows:

First: Any and all abutters' rights, including access rights, appurtenant to any remaining portion of the lands of said owner or owners of which the above-described real estate shall have formed a part prior hereto, in, over, or to the above-described real estate, including such rights to any turnpike constructed thereon.

Second: All rights to erect on any of the aforesaid remaining lands any billboard, sign, notice, poster, or other advertising device which would be visible from the travelway of Ohio Turnpike Project No. 1, and which is not now upon said lands."

Resolution No. 495-1953

"RESOLVED that the Commission has endeavored for a reasonable time to agree with the owner or owners of the property described herein as to the compensation to be paid therefor, but has been unable to agree with said owner or owners, and said property is needed for the construction and efficient operation of the Ohio Turnpike Project No. 1, and

BE IT FURTHER RESOLVED that proceedings be begun and prosecuted to effect the appropriation of the following-described property, and the easements, rights, and restrictions hereinafter described, from the following-named owner or owners and persons having interests therein, to-wit:

<u>Owner(s)</u>	<u>Place of Residence</u>
The City of Elyria, Ohio	Elyria, Ohio

The aforementioned property to be appropriated is described as follows:

Parcel No. 119-F -- Fee Simple

Situated in the City of Elyria, County of Lorain and State of Ohio and known as being part of Original Elyria Township Lots Nos. 168 and 169 West of Black River and being all that part of the lands described in the deed to The City of Elyria dated October 24, 1940 and recorded in Volume 308, Page 71 of Lorain County Deed Records lying within a strip of land 355 feet wide between parallel lines, the Northerly line of said strip being parallel to and distant 190 feet Northerly measured on a line normal to the center line of Ohio Turnpike Project No. 1, as shown by plat recorded in Volume 15, Page 39 of Lorain County Map Records, and the Southerly line of said strip being parallel to and distant 165 feet Southerly measured on a line normal to said center line.

The aforementioned rights and restrictions to be appropriated are as follows:

First: Any and all abutters' rights, including access rights, appurtenant to any remaining portion of the lands of said owner or owners of which the above-described real estate shall have formed a part prior hereto, in, over, or to the above-described real estate, including such rights to any turnpike constructed thereon.

Second: All rights to erect on any of the aforesaid remaining lands any billboard, sign, notice, poster, or other advertising device which would be visible from the travelway of Ohio Turnpike Project No. 1, and which is not now upon said lands."

A vote by ayes and nays was taken and all members responded to roll call. The vote was as follows:

Ayes: Linzell, Teagarden, McKay, Allen, Shocknessy.

Nays: None.

The Chairman declared the resolutions adopted.

Resolution No. 496-1953, ratifying actions of administrative officers, was moved for adoption by Mr. Teagarden, seconded by Mr. Linzell, as follows:

"WHEREAS the executive director, executive assistant, chief engineer, general counsel, assistant secretary-treasurer, comptroller, chief of the right-of-way section, and director of information and research of the Commission have, by various written and oral communications, fully advised the members of the Commission with respect to their official actions taken on behalf of the Commission since the Commission's last meeting, including, but in no wise limited to, the action of the chief engineer and general counsel in issuing all addenda to contract documents, and the Commission has duly reviewed and considered the same;

NOW, THEREFORE, BE IT

RESOLVED that all official actions taken by the aforesaid administrative officers of the Commission on its behalf since the Commission's meeting on October 23, 1953, are hereby ratified, approved, and confirmed."

A vote by ayes and nays was taken and all members responded to roll call. The vote was as follows:

Ayes: Teagarden, Linzell, Allen, Shocknessy.

Nays: McKay

The Chairman declared the resolution adopted.

There being no further business to come before the Commission a motion was made by Mr. McKay, seconded by Mr. Teagarden that the meeting adjourn subject to call of the Chairman.

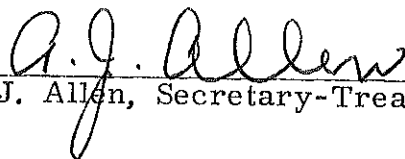
A vote by ayes and nays was taken and all members responded to roll call. The vote was as follows:

Ayes: McKay, Teagarden, Allen, Linzell, Shocknessy.

Nays: None.

The Chairman declared the meeting adjourned. The time of adjournment was 4:02 o'clock P.M.

Approved as a correct transcript of the proceedings of the Ohio Turnpike Commission

  
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A. J. Allen, Secretary-Treasurer