

ORDINANCE NO. 10 -64

By: Crabbe

To authorize and direct the Mayor to enter into an amendment to the lease with the Bexley Civic Improvement Association of Bexley, Ohio, for part of the Jeffrey mansion property, which lease is dated June 26, 1962, and to declare an emergency.

WHEREAS, Bexley Civic Improvement Association has found it needs additional ground for use in connection with the swimming pool; and

WHEREAS, Council is willing to add such grounds to the lease.

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

SECTION 1. That the Mayor be and he is hereby authorized and directed to execute an amendment to the lease between the City of Bexley and Bexley Civic Improvement Association, which amendment shall be in the following form:

AMENDMENT TO LEASE

This Amendment to Lease, made this 28<sup>th</sup> day of April, 1964, by and between the City of Bexley, LESSOR, and Bexley Civic Improvement Association, an Ohio corporation not for profit, LESSEE.

WITNESSETH:

WHEREAS, the Lessor and Lessee entered into a Lease dated June 26, 1962, and an Amendment to Lease dated February 26, 1963, for a parcel of ground more particularly described in said Amendment to Lease, and

WHEREAS, the Lessor and Lessee desire to further amend said description,

NOW, THEREFORE, the Lessor and Lessee do hereby agree that the description of the leased premises shall be as follows:

Situated in the State of Ohio, County of Franklin, City of Bexley and being part of the same property as described in a Quit Claim Deed to the City of Bexley and being more particularly described as follows:

*posted - 5-5-64*

Beginning at a point which is 22.00 ft. north of the northerly line of Clifton Avenue and 900.00 ft. west of the westerly line of Parkview Avenue; thence Northerly and at right angles to Clifton Avenue a distance of 158.00 ft.; thence Westerly and parallel to the northerly line of Clifton Avenue a distance of 353.38 ft.; thence Southerly and at right angles to the Northerly line of Clifton Avenue a distance of 98.17 ft. to an iron pin; thence Westerly and parallel to the northerly line of Clifton Avenue a distance of 79.26 ft. to an iron pin; thence Northerly and at right angles to the northerly line of Clifton Avenue a distance of 418.17 ft. more or less to the top of bank of Alum Creek; thence Southwesterly and along the top bank of Alum Creek a distance of 670.00 ft. more or less to the northerly line of Clifton Avenue, 60.00 ft. in width; thence Easterly and along the northerly line of Clifton Avenue, 60.00 ft. in width, a distance of 267.00 ft.; thence Northerly and at right angles to Clifton Avenue a distance of 22.00 ft.; thence Easterly and parallel to the northerly line of Clifton Avenue a distance of 288.00 ft. more or less to the place of beginning; together with an easement 15.00 ft. in width running from the northerly line of Clifton Avenue to the southerly line of said leased premises, the center line of said easement being the center line of an existing water line now serving said leased premises and said easement shall be used for the repair, maintenance and replacement of said water line together with the right of ingress and egress for such purposes. Said easement shall continue for such period of time as this lease and any renewals or extensions thereof.

The leased premises and the easement granted herein are subject to all easements and restrictions shown of record and Lessor hereby reserves the right to use an existing roadway approximately 10 to 12 feet wide running in a general Norther-Southerly direction from the western side of an existing 1-1/2 story shingle house to Clifton Avenue, as said roadway is shown on a survey prepared for Leon Seligson by Jennings-Lawrence Co. under date of July 2, 1962 and revised February 1, 1963 and February 18, 1963.

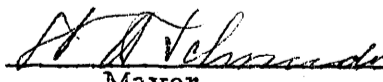
Except as modified herein, all the provisions, conditions of said Lease and Amendment to Lease shall be and remain in full force and effect.

IN WITNESS WHEREOF, the said Lessor and Lessee have hereunto set their hands and seals on the day and year first above written.

Signed and acknowledged  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF BEXLEY

  
\_\_\_\_\_  
Mayor

BEXLEY CIVIC IMPROVEMENT  
Association

By: \_\_\_\_\_

STATE OF OHIO  
FRANKLIN COUNTY: SS

Before me, a Notary Public, personally appeared the above named City of Bexley by William A. Schneider, its Mayor, who acknowledged that he did sign and seal the foregoing instrument for and on behalf of said City of Bexley, and his free act and deed personally and as such Mayor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of April, 1964.

\_\_\_\_\_  
Notary Public

STATE OF OHIO  
FRANKLIN COUNTY: SS

Before me, a Notary Public in and for said County and State, personally appeared the above named Bexley Civic Improvement Association by \_\_\_\_\_ its \_\_\_\_\_, who acknowledged that he did sign and seal the foregoing instrument for and on behalf of said corporation, by authority of its Board of Trustees, and that the same is the free act and deed of said corporation, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of April, 1964.

\_\_\_\_\_  
Notary Public

SECTION 2. That all other terms, covenants and conditions of said lease and said amendment to lease shall remain in full force and effect.

SECTION 3. This ordinance is hereby declared to be an emergency measure, necessary for the public peace, health and safety, in that improvements cannot be contracted for until the lease has been amended, and said ordinance shall go into immediate force and effect.

Passed: April 28, 1964

Math Uable  
Acting President of Council

Attest: C. C. Gusscott  
Clerk

Approved: 4/28/64, 1964

W. A. Schneider  
Mayor