

By: J. Schmitt

To authorize the Mayor and Auditor to enter into a contract of lease for the White Castle property adjacent to City Hall, to appropriate funds, and to declare an emergency.

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

Section 1: That White Castle System Inc. had previously operated a fast food restaurant on property adjacent to City Hall on property leased from Elinor C. Rader and Patricia Rubey which lease, and extensions thereof, runs through December 31, 1983;

Section 2: That White Castle had abandoned the fast food operation and removed its business structures, and that said property is now available to, and can be used by the City of Bexley for municipal purposes, on the basis of a sub-lease from White Castle;

Section 3: That the Mayor and Auditor be, and they hereby are, authorized to enter into a sub-lease for said property with White Castle on the same basis as the lease between White Castle and the property owners;

Section 4: That the sum of \$ ~~19,500~~ ^{1,500} be and it is hereby appropriated and set aside from the general fund for the lease payments for the remainder of the fiscal year 1981;

Section 5: That this Ordinance is an emergency measure necessary for the immediate preservation of the public peace, health and safety, and this Ordinance shall go into effect upon its passage and approval by the Mayor.

Passed: Oct 13, 1981

Attest: [Signature]
Clerk of Council

[Signature]
President of Council

1st reading: Sept 27, 1981
2nd reading - Oct 13, 1981
Suspended and adopted

Approved: Oct 13, 1981
[Signature]
David H. Madison,
Mayor

AGREEMENT OF SUBLEASE

THIS AGREEMENT made this 6th day of ~~November~~ ^{JANUARY}, 198~~2~~²,
by and between White Castle Systems, Inc., (hereinafter called the
"Sublessor") and the City of Bexley, Ohio (hereinafter called the
"Sublessee").

WITNESSETH:

WHEREAS, Sublessor is presently the tenant of the
premises known as 2222 East Main Street, Bexley, Ohio, which premises
are now particularly described on Exhibit "A" annexed hereto and made
a part hereof;

WHEREAS, said occupancy is pursuant to a written lease,
dated July 1, 1972, a memorandum of which was filed and recorded in Lease
Volume 200, page 635, in the Office of the Recorder, Franklin County,
Ohio, which lease was then extended by agreement dated January 3, 1979,
between the Sublessor and Elinor C. Rader and Patricia Trubey who
were identified therein as "Lessor";

WHEREAS, Sublessor is desirous of leasing the subject
premises to Sublessee, and Sublessee is desirous of subletting same;

NOW, THEREFORE, in consideration of the mutual promises,
covenants, and conditions hereinafter set forth, it is mutually agreed
as follows:

1. Premises: Sublessor hereby leases the premises
known as 2222 East Main Street, Bexley, Ohio, and more particularly
described in Exhibit "A" to Sublessee, and Sublessee hereby leases the
premises from Sublessor.
2. Term: The term of this Sublease shall commence
on the 1st day of October, 1981 and shall continue up to and including
December 31, 1983.
3. Rental: Sublessee hereby agrees to pay to
Sublessor an annual rental of Six Thousand Dollars (\$6,000.00), payable
in equal monthly installments of Five Hundred Dollars (\$500.00) in

advance on the first business day of each month. Rental payments shall commence on October 1, 1981.

4. Representations: Sublessor hereby warrants and represents that the Overlease is in full force and effect and to Sublessor's knowledge and belief is not in default. Sublessor further warrants that it has the right to enter into this Sublease Agreement without the consent of the original Lessor.

5. Overlease: All the obligations contained in the Overlease conferred and imposed upon the Sublessor (as lessee therein) except as modified and amended by this Sublease, are hereby conferred and imposed upon Sublessee. Sublessee covenants and agrees to fully and faithfully perform the terms and conditions of the Overlease and the Sublease on its part to be performed. Sublessee as the tenant of the premises shall not do or cause to be done or suffer or permit any act to be done which would or might cause the Overlease or the rights of Sublessor as lessee under the Overlease to be endangered, cancelled, terminated, forfeited or surrendered, or which would or might cause Sublessor to be in default thereunder or liable for any damage, claim, or penalty. If this Overlease terminates or is terminated for any reason whatsoever then this Sublease shall terminate simultaneously therewith without any liability between Sublessor and Sublessee except such liability therefor accruing.

6. Default: If Sublessee defaults in the performance of any of its obligations hereunder, the Sublessor may, at its option, declare a forfeiture of the lease by giving the thirty (30) days notice thereof to the Sublessee, and in the event Sublessee shall, within thirty (30) days from the date of receipt of said notice remove said default, then said Sublease shall be and become in good standing, free and clear of said forfeiture. If, however, at the expiration of said thirty (30) days said default as set forth in said notice shall not have been removed, said Sublease at the option of Sublessor shall then be deemed cancelled, and Sublessee shall give peaceable possession of said premises.

7. Liability Insurance: Sublessee shall carry public liability insurance, covering liability for bodily injury or death with respect to the premises (naming Sublessor as an additional insured) in the same amounts as required to be maintained by Sublessor as the Lessee in the Overlease.

8. Taxes: Sublessee shall pay all general real estate taxes becoming due and payable during the term of this Sublease levied against the premises, in the same amounts and under the same conditions as imposed upon Sublessor, as the Lessee, under the Overlease. Sublessee shall pay to Sublessor within ten (10) days after demand therefore, all sums for such taxes as provided herein.

9. Condemnation: If said premises, or any part thereof, should be taken or condemned in any of the ways described in the Overlease, Sublessee shall have the right to terminate this Sublease, and shall exercise this option to terminate when the fact of the taking, condemnation or sale is made known and Sublessee's obligation to pay rent shall be terminated from the date title passes to the condemning authority or from the date possession is taken by the condemning authority, whichever is earlier.

Witnesses:

James F. King
Frances Thompson

Witnesses:

Robert C. Bauer
Barbara B. Bracher

White Castle System Inc.

By: Edgar W. Ingram, III
Edgar W. Ingram, III, President

Attest: Stuart D. Hays, Sr.
Stuart D. Hays, Sr. Vice President & Secretary
Sublessor

City of Bexley

By: David H. Madison
David H. Madison, Mayor

By: John W. Hornberger
John W. Hornberger, Auditor

STATE OF OHIO
COUNTY OF FRANKLIN: SS:

On this 6th day of ~~November~~^{JANUARY}, 198~~1~~², before me came

Edgar W. Ingram, III & Robert D. Hays, to me known to be the person who, as
President and Senior Vice President and Secretary,
/ respectively, _____ of White Castle System, Inc, the Sublessors described

in and which executed the foregoing instrument, signed and acknowledged
to me that he did so sign said instrument in the name of and on behalf
of said corporation as such officer; that the same is his free act and
deed as such officer and the free act and deed of said corporation; that
he was duly authorized by the Board of Directors; and that the seal
affixed to said instrument is the corporate seal of said corporation.

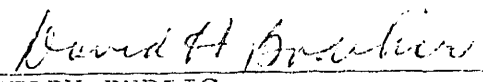

NOTARY PUBLIC
FRANCES THOMPSON
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 1, 1983

STATE OF OHIO
COUNTY OF FRANKLIN: SS:

On this 13th day of November, 1981, before me came

David H. Madison and John W. Hornberger, to me known to be the persons
who, as Mayor and Auditor, respectively, of the City of Bexley, the
Sublessee described in and which executed the foregoing instrument,
signed the same and acknowledged to me that they did so sign said
instrument in the name of and on behalf of said City as such officials;
that the same is their free act and deed as such officials and the free
act and deed of said City; and that they were duly authorized by
the City Council of the City of Bexley.

DAVID H. MADISON, Mayor
JOHN W. HORNBERGER, Auditor
MY COMMISSION HAS NO EXPIRATION DATE


NOTARY PUBLIC
attorney-at-law Notary Public
My Commission Expires Operation
Subs

Being Lot No. Eight (8), G.N. Tussing's Subdivision, as the same is numbered and delineated on the recorded plat, Plat Book 5, Page 74, in the Recorder's Office of Franklin County, Ohio, except one hundred and forty-six (146) feet off the north end thereof, the excepted portion being the premises deeded to the City of Bexley on January 23, 1948, by Clara Corbett, which deed is recorded in Deed Book Volume 1419, Page 177, in the Office of the Recorder, Franklin County, Ohio.

EXHIBIT A