

ORDINANCE NO. 42-83

BY:

J. J. Schmitt

To authorize the Mayor and Auditor to enter into a lease with the Bexley Civic Improvement Association for part of the Jeffrey Mansion for the purpose of the continued operation thereon of a swimming pool and related facilities.

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

Section 1. That the Mayor and Auditor be and they hereby are authorized to enter into a new lease with the Bexley Civic Improvement Association for the following described premises situated in the State of Ohio, County of Franklin, City of Bexley and being more particularly described as follows:

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 the 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 567.00 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 of 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 on record and Lessor hereby reserves the right to use an existing roadway approximately 10 to 12 feet wide running in a general Northerly-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.

Section 2. That said lease shall be for a period of ten (10) years at a rental of One Dollar (\$1.00) per year with a provision for a ten (10) year option and shall be substantially in accordance with the terms, covenants and conditions of the lease which is attached hereto and made a part hereof, which lease shall meet with the approval of the City Solicitor and may contain such other terms, covenants and conditions not in consistent herewith as he deems necessary.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: July 12, 1983

Carolee Thomas Christy
President of Council

Attest: [Signature]
Clerk of Council

Approved: July 12, 1983

David H. Madison
David H. Madison
Mayor

June 14, 1983: First reading
June 28, 1983 Second reading
July 12, 1983 Third reading
Adopted

L E A S E

This lease, made this 12th day of July, 1983 by and between the City of Bexley, Lessor, and Bexley Civic Improvement Association, an Ohio corporation not for profit, of Bexley, Ohio, Lessee.

WITNESSETH:

Lessor hereby lets and leases to Lessee the following described premises situated in the State of Ohio, County of Franklin, City of Bexley and being more particularly described as follows:

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 the 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 567.00 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 Northerly-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.

TO HAVE AND TO HOLD the said premises unto Lessee, its successors and assigns, for and during the term of ten (10) years commencing on the date of signing of this lease.

The Lessee yielding and paying therefor as rent for said premises the sum of \$1.00 per year, payable on the anniversary date of signing each year during the term hereof.

Lessee, by notifying Lessor in writing on or before June 1, 1993 of its intention to extend this lease shall have the option to extend it for a further term of ten (10) years from June 30, 1992.

The Lessee is to use said land for the purpose of constructing and operating a swimming pool or pools and related facilities only, for the use and benefit of all of the residents of the City of Bexley.

Lessee represents and warrants that it is a corporation not for profit and that no part of its income, earnings or profits do or shall inure to the benefit of any private individual.

Lessee may charge and receive dues and fees for the use of the facilities installed by it on the leased premises. Lessee agrees that all net income of Lessee, not required for the payment of expenses, maintenance and repairs of the facilities, or for improvements or additions to recreational facilities located on said leased premises, shall be used by Lessee first to repay indebtedness incurred by Lessee for construction of such swimming pool or pools and related facilities.

Lessee agrees that title to all improvements and equipment installed and placed on said leased premises by Lessee shall vest in Lessor from the time the same are installed or placed on said leased premises.

Lessee agrees that it will at all times use and occupy said premises in a careful, safe and lawful manner and will comply with all laws and regulations of duly constituted authorities relating to the activities engaged in by Lessee on the leased premises.

Lessee agrees to indemnify and save Lessor and the leased premises harmless from all loss, costs, damages, and expenses, including court costs and attorneys fees on account of any claims, demands, actions or causes of action of every kind and character, by whomsoever made or asserted against Lessor, arising out of Lessee's occupancy to or possession of the leased premises.

Lessee further agrees to provide and pay for such policies of liability insurance protecting Lessee and Lessor as Lessor may from time to time require.

Lessee agrees that it will pay any and all taxes and assessments which may be assessed on its activities conducted on said leased premises, and any taxes or other charges charged against Lessor or the leased premises which would not be so chargeable if this lease had not been made and the activities of Lessee hereunder had not occurred.

Lessor may terminate this lease by Lessee and any and all rights of Lessee hereunder at any time upon breach by Lessee of any covenant, promise or agreement contained in this lease.

Lessor may terminate this lease by Lessee and any and all rights of Lessee hereunder upon thirty (30) days written notice to Lessee if Lessor determines, by resolution or otherwise, that Lessee is financially unable to operate the swimming pool or pools and related facilities on said leased premises.

Lessor may, if it determines, by resolution or otherwise, that Lessee's use of said leased premises is not in the public interest of all of the residents of the City of Bexley, select at Lessee's next annual meeting all, or any number, of the members of Lessee's board

of trustees; provided, however, that written notice of such determination and intention to select be given Lessee at least ten (10) days prior to such annual meeting.

Use of the facilities on the leased premises shall be available to all residents of the City of Bexley and shall be limited to residents of the City of Bexley, provided that guests of residents, who reside outside the City of Bexley, may be permitted to use such facilities in accordance with such rules and regulations as Lessee shall from time to time adopt with respect thereto.

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

Signed in the presence of:

Deborah E. Foulk

As to City of Bexley

CITY OF BEXLEY

By

David H. Madison
Mayor

By

John W. Hornburger
Auditor

BEXLEY CIVIC IMPROVEMENT
ASSOCIATION

By

John A. Reisman
Its Duly Authorized Representative

Gene A. Wiley
As to Bexley Civic Improvement
Association

STATE OF OHIO

COUNTY OF FRANKLIN, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named City of Bexley by David H. Madison, John W. Hornburger, who acknowledged that, being duly authorized, he did sign and seal the foregoing instrument for and on behalf of said City of Bexley, and that the same is the free act and deed of said City of Bexley, and his free act and deed personally and as such Mayor, Auditor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Bexley, Ohio, this 12 day of July, 1983.

Betty A. Hottenrott
Notary Public

BETTY A. HOTTENROTT
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES FEB. 26, 1984

STATE OF OHIO

COUNTY OF FRANKLIN, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Bexley Civic Improvement Association by John A. Reisman, its President, 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 official seal at Bexley, Ohio, this 12th day of July, 1983.

Betty A. Hottenrott
Notary Public

BETTY A. HOTTENROTT
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES FEB 28 1984