



# City of Gahanna

## Text File

200 South Hamilton Road  
Gahanna, Ohio 43230

**Introduced:** 2/4/2013

**File Number:** ORD-0043-2013

**Version:** 1

**Status:** To Be Introduced

..Title

TO AUTHORIZE THE RELEASE OF A MASTER LEASE AGREEMENT AND A CITY LEASE AGREEMENT BETWEEN THE COMMUNITY URBAN REDEVELOPMENT CORPORATION AND THE CITY OF GAHANNA; TO ADOPT A FIRST AMENDMENT TO THE GROUND LEASE; AND TO AUTHORIZE THE MAYOR TO SIGN A GENERAL WARRANTY DEED TO TRANSFER PROPERTY KNOWN AS 977 GAHANNA PARKWAY (LOT 18 OF THE TIZ) TO ADB AIRFIELD SOLUTIONS, LLC.

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..Body

WHEREAS, the City of Gahanna entered into a Master Lease Agreement with the Community Urban Redevelopment Corporation dated June 1, 1984, as well as a supplemental Master Lease dated December 1, 1985, and a second supplemental Master Lease dated November 1, 1996; and

WHEREAS, the City of Gahanna entered into a City Lease Agreement with the Community Urban Redevelopment Corporation dated June 1, 1984, as well as a supplemental City Lease dated December 1, 1985, and a second supplemental City Lease dated November 1, 1996; and

WHEREAS, on January 24, 2013 the Community Urban Redevelopment Corporation held a meeting and authorized in a motion that the Corporation release the Master Lease Agreement, release a supplemental Master Lease dated December 1, 1985; and a second supplemental Master Lease dated November 1, 1996; and

WHEREAS, on January 24, 2013 the Community Urban Redevelopment Corporation held a meeting and authorized in a motion that the Corporation release the City Lease Agreement, release a supplemental City Lease dated December 1, 1985; and a second supplemental Master Lease dated November 1, 1996; and

WHEREAS, at that same meeting the Community Urban Redevelopment Corporation authorized in a motion to enter into First Amendment to Ground Lease by and between ADB Airfield Solutions LLC and the City of Gahanna; and

WHEREAS, at that same meeting the Community Urban Redevelopment Corporation recommended to City Council that they transfer the title of certain properties to their respective business tenants, or their successors or assigns;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA,

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STATE OF OHIO:

Section 1. That this Council authorizes the partial release of a Master Lease by and between the City of Gahanna, Ohio and the Community Urban Redevelopment Corporation dated as of June 1, 1984, recorded in Official Record PID 025-006159, Franklin County Records, Franklin County, Ohio.

Section 2. That this Council authorizes the release of a Supplemental Master Lease by and between the City of Gahanna, Ohio and the Community Urban Redevelopment Corporation dated as of December 1, 1985, recorded in Official Record 06724I17, Franklin County Records, Franklin County, Ohio.

Section 3. That this Council authorizes the release of a Second Supplemental Master Lease by and between the City of Gahanna, Ohio and the Community Urban Redevelopment Corporation dated as of November 1, 1996, recorded in Official Record 33704F01, Franklin County Records, Franklin County, Ohio.

Section 4. That this Council authorizes the release of certain City lease by and between the Community Urban Redevelopment Corporation as Lessor and the City of Gahanna as Lessee dated June 1, 1984, said lease recorded in Official Record 04417D14, Franklin County Records, Franklin County, Ohio.

Section 5. That this Council authorizes the release of certain supplemental City lease by and between the Community Urban Redevelopment Corporation as Lessor and the City of Gahanna as Lessee dated December 1, 1985, said lease recorded in Official Record 06724H11, Franklin County Records, Franklin County, Ohio.

Section 6. That this Council authorizes the release of certain second supplemental City lease by and between the Community Urban Redevelopment Corporation as Lessor and the City of Gahanna as Lessee dated November 1, 1996, said lease recorded in Official Record 33704E11, Franklin County Records, Franklin County, Ohio.

Section 7. That this Council hereby acknowledges and approves the First Amendment to Ground Lease; said amendment attached hereto as EXHIBIT B.

Section 8. That this Council authorizes the Mayor to execute any and all documents necessary to release the Master Lease and addendums, the City leases and addendums, and to further execute a deed to ADB Airfield Solutions, LLC for property known as 977 Gahanna Parkway (Lot 18 - The Industrial Zone), as well as any and all other documents necessary to transfer marketable title; said deed attached hereto as EXHIBIT A.

Section 9. That this ordinance shall be in full force and effect after passage by this Council and 30 days after date of signature approval by the Mayor.

**First Amendment  
to  
Ground Lease**

This first amendment to Ground lease (Amendment) is made and effective this \_\_\_\_ day of \_\_\_\_\_ 2013, by and between ADB Airfield Solutions LLC, a Delaware limited liability company ("Lessee") with its offices located at 977 Gahanna Parkway, P.O. Box 30829, Gahanna, Ohio 43230 and **the City of Gahanna, Ohio**, an Ohio municipal corporation ("Lessor") with its offices located at 200 S. Hamilton Road, Gahanna, Ohio 43230. The Amendment is also consented to by **the Gahanna Community Urban Redevelopment Corporation**, an Ohio non-profit corporation ("CURC") with its offices at c/o City of Gahanna, 200 S. Hamilton Road, Gahanna, Ohio 43230.

**WITNESSETH**

**WHEREAS**, the Lessor, as lessor, at the Corporation, as lessee, entered into a certain master lease dated June 1, 1984 and recorded June 25, 1984 in Official Record Volume 4417, Page D02 of the Franklin County, Ohio Recorder's Office (as amended in a certain supplemental master lease of record in Official Record Volume 6724, Page I17 of the Franklin County, Ohio Recorder's Office and a certain second supplemental master lease of record in Official Record Volume 33704, Page F01 of the Franklin County, Ohio Recorder's Office) (collectively, the "Master Lease") for certain real property of which the Premises is a part;

**WHEREAS**, the CURC, as lessor, and the Lessor, as lessee, entered into a certain city lease dated June 1, 1984 and recorded June 25, 1984 in Official Record Volume 4417, Page D14 of the Franklin County, Ohio Recorder's Office (as amended in a certain supplemental city lease of record in Official Record Volume 6724, Page H11 of the Franklin County, Ohio Recorder's Office and a certain second supplemental city lease of record in Official Record Volume 33704, Page E11 of the Franklin County, Ohio Recorder's Office) (collectively, the City "Lease"), whereby the CURC leased back to the Lessor certain real property, including the Premises;

**WHEREAS**, Bradley L. Smith and Joanne Smith, as lessees, and Lessor, as lessor, entered into a certain ground lease dated November 18, 1983 ("Ground Lease"), as recorded December 14, 1983 in Official Record Volume 03671, Page I17, the Franklin County, Ohio Recorder's Office (also recorded by a memorandum of lease dated November 18, 1983, recorded December 14, 1983 in Official Record Volume 03671 Page I17 of the Franklin County, Ohio Recorder's Office), for certain real property, including improvements thereon and the appurtenances related thereto, located in Franklin County, Gahanna, Ohio as more particularly described on Exhibit A attached hereto and made a part hereof ("Premises");

**WHEREAS**, Bradley L. Smith and Joanne Smith, assigned their interest in the Ground Lease (including the purchase option contained therein) to ADB ALNACO, Inc., a Siemens Company, a Delaware limited liability company, ("ADB Siemens") by a certain assignment of lease dated April 17, 1996, as recorded October 31, 1996 in Official Record Volume 33487, Page C19 of the Franklin County, Ohio Recorder's Office ("First Assignment");

**EXHIBIT B**

**WHEREAS**, ADB Siemens assigned its interest in the Ground Lease (including the purchase option contained therein) to Lessee by a certain assignment of lease dated March 31, 2009, as recorded on July 9, 2010 as Instrument No. 201007090086094 of the Franklin County, Ohio Recorder's Office ("Second Assignment");

**WHEREAS**, the Ground Lease, First Assignment and Second Assignment shall hereinafter be collectively referred to as the "Ground Lease";

**WHEREAS**, pursuant to the terms of the Master Lease, the Master Lease expires and terminates on June 1, 2012, unless sooner terminated in accordance with the Master Lease;

**WHEREAS**, pursuant to Article 3.01 of the Ground Lease, the Ground Lease expires on November 18, 2013;

**WHEREAS**, Lessor and Lessee desire to amend the Ground Lease as set forth below.

**NOW THEREFORE**, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to the foregoing and as following:

1. The lease term as defined in Article 3.01 of the Ground Lease to be amended to expiring at 12:00 P.M. on February 1, 2013.
2. Upon lease expiration the Lessee agrees to pay the balance of the monthly payments as defined in Article 4.01 due under the original lease expiration of November 18, 2013 and the purchase price of the premises as defined in Article 3.01.
3. Miscellaneous
  - i. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
  - ii. This Amendment is binding on and inures to the benefit of the parties hereto and their successors and assigns.
  - iii. Capitalized terms not defined herein shall have the meaning given to such terms in the Ground Lease.
  - iv. All other terms and conditions in the Ground Lease remain unchanged and in full force and effect. As modified and amended hereby, Lessor and Lessee each ratifies and affirms the terms of the Ground Lease. In the event of any conflict between the terms of the Ground Lease and the terms of this Amendment, the terms of this Amendment shall control.

**[Signatures of following page]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the date set forth above.

LESSOR:

LESSEE:

**The City of Gahanna, Ohio**  
An Ohio municipal corporation

**ADB Airfield Solutions, LLC**  
A Delaware limited liability corporation

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

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

Its: Mayor

Its: \_\_\_\_\_

Approved as to form by:

\_\_\_\_\_  
Shane Ewald, Gahanna City Attorney

STATE OF OHIO :  
: ss.  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, Mayor of the City of Gahanna, Ohio, an Ohio municipal corporation, for and on behalf of said municipal corporation.

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

STATE OF OHIO :  
: ss.  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, \_\_\_\_\_ of the ADB Airfield Solutions LLC, a Delaware limited liability corporation, for and on behalf of said limited liability corporation.

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

# CONSENT OF CORPORATION

Pursuant to its right under the Master Lease, the Corporation hereby consents to the foregoing Amendment.

**The Gahanna Community Urban  
Redevelopment Corporation**  
An Ohio non-profit corporation

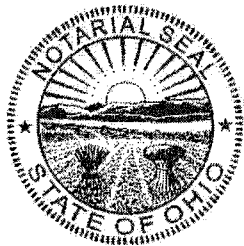
By: Richard B. Peck

Its: PRESIDENT

STATE OF OHIO :  
COUNTY OF Fairfield : SS.

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of January, 2013, by Richard B. Peck, President of the Gahanna Community Urban Redevelopment Corporation, an Ohio non-profit corporation, for and on behalf of said corporation.

Sharon R. Patterson  
Notary Public



Sharon Patterson  
Notary Public, State of Ohio  
My Commission Expires 08-13-17

**GENERAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, That

**The City of Gahanna, Ohio, a Municipal Corporation**, of Franklin County, Ohio,  
for valuable consideration paid, grant(s) with general warranty covenants, to

**ADB Airfield Solutions LLC**

The following REAL PROPERTY:

See EXHIBIT "A" Attached Hereto

Parcel No: 025-006159

Subject to: a) Unpaid taxes and special assessments, if any; b) Conditions, restrictions  
and easements of record.

Executed this \_\_\_\_\_ day of January, 2013.

**The City of Gahanna, Ohio**

By: \_\_\_\_\_  
**Rebecca W. Stinchcomb, Mayor**

**STATE OF OHIO, COUNTY OF FRANKLIN, ss:**

BE IT REMEMBERED, That on this \_\_\_\_\_ day of January, 2013, before me, a  
Notary Public, in and for said county and state, personally appeared, **Rebecca W.  
Stinchcomb, Mayor of The City of Gahanna, Ohio, a Municipal Corporation**, as  
authorized by The Gahanna City Council Ordinance No. \_\_\_\_\_, who represented to  
me to be said person and who signed the foregoing instrument and acknowledged the same as  
her voluntary act and deed.

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

This instrument was prepared by:  
Randall E. Worth, Attorney at Law  
7500 Slate Ridge Blvd., Reynoldsburg, Ohio 43068

**EXHIBIT A**

## EXHIBIT "A"

Situated in the County of Franklin, State of Ohio, and in the City of Gahanna:

Being Lot Number Eighteen (18), of "THE INDUSTRIAL ZONE", as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 54, Pages 86 through 90, Recorder's Office, Franklin County, Ohio.

EXCEPTING THEREFROM THE FOLLOWING of record in Instrument Number 200910080146039:

Situated in the State of Ohio, County of Franklin, City of Gahanna, being part of Lot 18 of "THE INDUSTRIAL ZONE" Subdivision, of record in Plat Book 54, Pages 86 through 90, inclusive, (record references being to those of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning at a ¾" iron pipe found (#6579) in the Northerly right-of-way line of Enterprise Drive, at the Southerly corner common to Lots 18 & 12 of said Subdivision;

Thence Northwesterly along a line common to said Lots 18 & 12, North 35 degrees, 47'27" West, 200.13 feet to a mag nail found at an angle point in said common lot line;

Thence Northerly, continuing along a common line to said Lots 18 & 12, North, 13.50 feet to an iron pipe set;

Thence Southeasterly through said Lot 18, South 33 degrees 38'56" East, 211.23 feet, returning to the "Point of Beginning", containing 790 square feet of land (0.018 acre), more or less, as surveyed and described in June of 2009, by Carl E. Turner, Jr., Professional Surveyor No. 6702.

Bearings are referenced to that meridian used for "The Industrial Zone" Subdivision. Iron pipes called for as set are ¾" LD., thirty (30) inches in length, driven flush with the ground, and capped with a yellow plastic plug inscribed "C. TURNER/P.S6.7 02".

**EXHIBIT A**