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G R O U N D L E A S E

Between

CITY OF GAHANNA, LESSOR

And

Michael D. Craft and Sharon G. Craft

LESSEE

FRANKLIN COUNTY, OHIO
Recorded: JUN 25 1984 Time: 8:32 A.M
PALMER C. McNEAL, Recorder
Recorder's Fee $ 6.20

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GROUND LEASE

This lease is made and entered into by and between City of Gahanna referred to as "Lessor" and Michael D. Craft and Sharon G. Craft referred to as "Lessee" for the property described in Exhibit A referred to as "premises."

ARTICLE I

RECITALS

WHEREAS, the Lessor is to obtain title to the premises from the Gahanna Community Improvement Corporation prior to the commencement of the lease term; and

WHEREAS, upon the acquisition of the premises by the Lessor, the Lessee intends to construct upon the premises a building and other site improvements pursuant to the plan set forth in Exhibit B which are subject to the approval of the Lessor's City Engineer; and

WHEREAS, the property is located within the City of Gahanna and is zoned M-1 which the Lessee recognizes and intends to use the the property consistent with the Gahanna City Code; and

WHEREAS, the premises are contemplated to be a part of a larger industrial park established by the Lessor for the use and enjoyment of Lessees and for the promotion of industrial and commercial enterprises within the City of Gahanna and in that regard Lessor has adopted an Urban Renewal and Redevelopment Plan.

NOW, THEREFORE,

ARTICLE II

DEMISE OF LEASED LAND

§2.01 Granting of premises. Lessor, for and in consideration of the rents, covenants, and the conditions herein contained to be kept, formed, and observed by the Lessee does hereby lease and demise to Lessee, and Lessee does rent and accept from Lessor the real property referred to as "premises" described in Exhibit A.

§2.02 Lessor Warranty of Ownership. Lessor hereby represents

and warrants that Lessor will be the owner in fee simple absolute of the premises subject to covenants, conditions, restrictions, easements, and other matters of record as of the commencement of the lease term. Lessee accepts the premises, subject to such covenants, conditions, restrictions, easements, and other such matters.

§2.03 Quiet Enjoyment. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this lease on Lessee's part shall lawfully and quietly hold, occupy, and enjoy the premises during the term of the lease without hindrance or molestation of Lessor or any person claiming under Lessor.

§2.04 Railroad Use. If the premises described in Exhibit A includes access to rail lines, Lessee is entitled to the nonexclusive use of the spur line from the track of the Baltimore & Ohio Railroad/Conrail but subject to its terms and conditions and to the right to build additional track, docks, or other improvements as would be necessary for the use of the spur line. Lessor guarantees that no lessees shall be entitled to prior or exclusive use of the track. Lessor shall maintain (but not replace) and keep in a good state of repair at its own sole cost the said spur line from the track or tracks of the Baltimore & Ohio Railroad and the tracks of Conrail, or the successor of either.

ARTICLE III

LEASE TERM

§3.01 Term. This lease shall be for a term of years referred to as "lease term" commencing on January 8 19 79, and expiring at 12 P.M. on January 7, 20 09. At the end of the lease term, the Lessee shall have the option to purchase the premises (including the rights granted under §2.04) from the Lessor for $ 100.00 (One Hundred----------00/100 Dollars), provided that, subject to the second paragraph of §7.04, he first give notice to the Lessor of its intention to exercise the option not earlier than 2 years before the expiration of the lease term nor later than 1 year before the expiration of the lease term and if Lessee agrees to exercise the option and pays the balance of rent due under §4.01(1) or §4.05 hereof whichever may be appropriate, the premises conveyed shall be subject to those conditions and restrictions contained herein as may be modified during the term of the lease as are necessary to preserve the quality and use of the park for the purposes intended according to

the plans of the Lessor but not so as to deprive Lessee of the use of the premises as set forth in §5.01. Further, Lessee agrees that in the event it conveys the premises, it too shall convey subject to the same conditions and restrictions which shall continue to run with the land.

§3.02 Extensions Prohibited. Lessee shall have no right to extend this lease without written permission from the Lessor.

§3.03 Hold Over. If Lessee shall hold over after expiration of the lease term, or any extension thereof without providing notice of its intention to exercise the option, such tenancy shall be from month-to-month on all the terms, covenants, and conditions of this lease, except the lease amount which may be increased by an amount not to exceed 50 percent of the present lease amount.

ARTICLE IV

RENT, TAXES, AND UTILITIES

§4.01 Lease Amount.

(1) Lessee agrees to pay to Lessor $115,485.88 (One Hundred Fifteen Thousand Four Hundred eighty eight Dollars), payable in ____ monthly payments of $343.70 (Three Hundred Forty Three 70/100 Dollars) per month for each month from the commencement date payable monthly. In the event this lease commences on some day other than the first day of the month, the first month's rent shall be prorated to reflect the actual period of tenancy.

(2) The Lessor or Lessee may require the amount to be paid under §4.01(1) to be renegotiated upon the occurrence of any of the following events:

(a) An emergency declared by the President of the United States, pursuant to an act passed by the Congress of the United States, which emergency substantially affects the City of Gahanna's Urban Renewal projects.

(b) An emergency declared by the Governor of the State of Ohio, pursuant to an act of the General Assembly of the State of Ohio, which emergency substantially affects the City of Gahanna's Urban Renewal projects.

(c) Destruction by act of God of other facilities owned by the Lessee, which facilities are located outside the Urban Renewal projects of the City of Gahanna.

(d) An insufficiency of funds available to the City of Gahanna to meet the operating expenses associated with the aforesaid industrial park, including those associated with the premises, brought about by circumstances beyond the control of the City and relating to statutory or case law of the State of Ohio concerning funding of municipal corporations.

(e) The involuntary consolidation of the City of Gahanna or any functions or services of the City of Gahanna with any other governmental unit or political subdivision of the State of Ohio in a manner which affects the operating cost of the Urban Renewal Plan adopted by the City of Gahanna.

If Lessee and Lessor are unable to agree on such renegotiated amount, it shall be determined by a board of three arbitrators qualified to appraise commercial real estate in Franklin County, Ohio. Each party shall appoint one arbitrator, and the third shall be selected by the two so appointed. The arbitrators shall first determine whether one of the events described above has occurred, and if so, what the new rental rate shall be. If the two arbitrators are unable to agree upon the selection of the third arbitrator, he shall be appointed by the presiding judge of the Common Pleas Court of Franklin County, Ohio (or by the senior judge of such other State court having general jurisdiction in the City of Gahanna). Each party shall bear the cost of the arbitrator appointed by it, and the cost of the third arbitrator and other costs of arbitration shall be borne by the parties equally. In making their decision, the arbitrators may not assign an amount to be paid under this §4.01 that exceeds the fair market rental value at the time of the execution of the lease of the leasehold estate, but in no event shall the amount be less than the "annual project cost" (i.e., the annualized costs, amortized over a thirty-year period, incurred by the Lessee: (1) in acquiring the premises in 1978, (2) a pro-rata share of the cost of constructing prior to 1984 public improvements on or abutting said property and benefitting the same, e.g. roads, streets, sewers, etc., and (3) in addition to these annualized costs, the pro-rata share of the annual cost of maintaining these improvements) plus ten percent. The decision of a majority of the arbitrators shall constitute the decision of the board of arbitrators and shall be incontestably binding upon and enforceable against each party hereto.

If, prior to any request by the Lessor to renegotiate the

amount to be paid under §4.01, Lessee has prepaid the rent under §4.05 in full, Lessor and Lessee (or the arbitrators, as may be appropriate) shall credit Lessee with the total amount of such prepayment so that Lessee shall not have to make any payment of rent, as so renegotiated, until that credit is consumed.

§4.02 Taxes, Utility Charges and Insurance.

(1) It is understood that Lessor has acquired the Property pursuant to Section 5709.41 of the Revised Code of Ohio, and that said statute permits the Lessor, by ordinance, to declare the "improvements," as defined in said section, to be a public purpose for a period not to exceed thirty (30) years commencing on the effective date of such ordinance. It is further understood that under Section 5709.41 of the Revised Code of Ohio, Lessor may claim exemption from real property taxation for the "improvements," as defined in such section. It is also understood that the Lessor may require Lessee, as an owner of a structure, to make annual service payments in lieu of taxes, as provided under Section 5709.42 of the Revised Code of Ohio in the same manner and amount as if the "improvement," as that term is defined in Section 5709.41 of the Revised Code of Ohio, were not exempt from real property taxation. Further, it is understood that Lessee shall pay real property taxes levied against the premises and that portion of the improvements, as defined by Section 5709.41 of the Revised Code of Ohio, that is not exempted under said Section 5709.41 of the Revised Code of Ohio. This lease does not require Lessee by way of contractual obligation to make service payments in lieu of taxes, but does recognize the statutory right of the Lessor to require Lessee to make service payments in lieu of taxes as provided under Section 5709.42 of the Revised Code of Ohio and related statutes.

(2) Lessee shall pay during the lease Term or any extension thereof:

(a) All real property taxes for the premises and improvements thereon; service charges in lieu of taxes that may be permitted or required by law, including but not limited to Section 5709.42 of the Revised Code of Ohio and related statutes; and other governmental charges of any kind whatsoever upon or with respect to the premises and improvements thereon, other than special assessments excepted in §4.02(2)(c)(ii) of this lease.

(b) All property taxes on personal property located on the

premises, levied or assessed upon or against the premises or improvements thereon.

(c) All assessments, special assessments and charges lawfully made by any governmental body for public improvements or services that may be secured by a lien on the premises; provided that:

(i) With respect to special assessments or governmental charges that may be lawfully paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the lease Term, and

(ii) The following public improvements will be made by Lessor to or for the benefit of the premises and for which improvements no special assessment shall be made or levied against the premises: The Lessor will, at its own sole cost and expense, furnish all labor, material, equipment and supervision and anything else which may be required to design, provide access for (through property of others, if necessary), construct, complete and put into operation, maintain, repair and replace all of the following, all in conformity with applicable statutes, ordinances, rules and regulations of the State of Ohio and the City of Gahanna:

a. a permanent road, as a public thoroughfare to provide ready and easy access from other public roads to and from the premises and to and from the site of Lessee's proposed building;

b. subsurface facilities, pipes, connections, drains, culverts and other equipment and structures necessary for drainage of the premises and the improvements thereon;

c. subsurface facilities, pipes, connections, valves and structures for the furnishing of water services and sanitary sewer services to and from the premises;

d. a temporary road from a public road to and from the premises for the use by Lessee, its contractors, subcontractors, permittees, licensees and employees, during the period of construction of one or more buildings and improvements on the premises; and

e. a permanent draining system for the railroad system described in §2.04 hereof for the purpose of carrying away any water which might collect in, on or about said railroad line.

In addition, Lessor shall cooperate with the Columbus and Southern Ohio Electric Company, and any and all other utility companies as may be necessary, to enable those companies to provide Lessee with such utility services as Lessee may require for its proposed building or

buildings, said services and service lines for same to extend to a point not less than 250 feet from any such building.

(3) Lessee's Right to Contest. Lessee shall have the right to contest the amount or validity of any tax, service payment demand, or governmental charge by appropriate legal proceedings.

(4) Separate Assessment of Lessor's Property. If Lessor's tax bills, prior to the commencement of the date of the lease term, includes property other than that covered by this lease, Lessor agrees to petition the taxing authorities to have the premises separately assessed and to use its best efforts to accomplish any such separation.

(5) Lessee to Pay Utility Charges. Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewer, and any and all other utilities used upon the premises throughout the term of this lease including any connection fees only for services to the buildings and improvements placed on the premises by Lessee.

(6) Lessee to Keep Premises Insured. Lessee, upon commencement of the construction of buildings and improvements, shall at all times keep the property fully insured, shall show to Lessor proof thereof upon demand, and shall designate the Lessor as an additional insured or beneficiary of any proceeds thereof to the extent of the Lessee's obligations under the terms of this Lease.

§4.03 Lessee to Pay Part of Taxes. Lessor may, at its option, require the Lessee to pay one-twelfth (1/12) of all taxes, payments in lieu of taxes, special assessments, assessments or other governmental charges which are a lien on the premises, utilities and insurance payments directly to the Lessor, on a monthly basis, and Lessor shall when due and payable remit the monies to the appropriate party.

§4.04 Required Rental Fee. Lessee's obligation to pay the rent and other costs described above shall continue, regardless of any acts of God or negligence or any cause whatsoever including and without limitation fire, floods, strikes, riots, insurrections, or other similar or different causes including those beyond the control of the Lessee.

§4.05 Prepayment of Rent. Lessee shall have the right to prepay all but $100.00 of the rent, only upon the terms and conditions and according to the prepayment schedule in Exhibit C; provided that any renegotiated amount of rental under the provisions of §4.01(2) of this lease shall prevail over said prepayment schedule.

ARTICLE V

USE OF PREMISES

§5.01 Primary Use. Lessee shall have the right to use the leased premises for only the following purposes:

All uses permitted under City of Gahanna M-1 Zoning.

In the event that the Lessee desires to use the premises for any other purpose during the lease term, it must obtain written permission from the Lessor before engaging in such uses.

§5.02 Signs. Lessee shall have the right to erect and maintain upon the improvements and on the premises one sign of a standard and design approved by the City Engineer, and such other signs as the City Engineer may deem appropriate and useful.

ARTICLE VI

CONSTRUCTION BY LESSEE

§6.01 General Conditions. Lessee shall have the right to build those improvements described in Exhibit B, as are approved in writing by the Lessor's City Engineer. Lessee may alter, improve, remodel, erect, reconstruct, rebuild, replace, and remove buildings and other improvements on the premises only after receiving approval of the City Engineer, whose approval shall not be unreasonably withheld. Lessor's City Engineer shall approve any such plans for replacement or remodeling if the buildings or improvements substantially conform as to use, construction, and exterior appearance with those previously constructed by Lessee. Any alterations or improvements to the premises shall further be subject to the following conditions:

(1) The cost of any such alteration, improvement, remodeling, erection, reconstruction, rebuilding, replacement, and removal of

buildings and other improvements on the premises or of any change, alteration, or improvement (hereinafter referred to as "work") shall be borne and paid for by Lessee and shall in no way obligate the Lessor.

(2) The premises shall be at all times kept free of mechanics' and materialmen's liens, hereinafter more specifically provided.

(3) Lessor's City Engineer shall receive copies of any and all architects' drawings, plans, and specifications showing all such work on the premises and shall approve the same prior to construction thereof, or require reasonable changes prior to granting approval or may condition his approval on the Lessee making reasonable changes during the term of the lease.

(4) Lessor may at its option require the Lessee to coordinate the commencement of construction or any part thereof for the benefit of all lessees within the area, but shall not delay Lessee's commencement of construction.

(5) Lessor may withhold permission to continue construction without proper assurances from the Lessee that financing is adequate to complete the project and that all mechanics and materialmen are compensated, or that the Lessee has the wherewithal to complete the project.

§6.02 Construction Delay is No Excuse. Lessee expects to commence construction within 45 days after possession is delivered to Lessee or after issuance of all necessary permits and authorizations whichever is later. Lessee shall not be excused from its performance under this contract by reason of its inability to begin construction when authorized. Lessee shall complete construction either within 365 days after possession is delivered or after all necessary permits and authorizations are issued, whichever is later.

§6.03 Lessee's Ownership of Improvements and Fixtures.

(1) It is expressly understood and agreed that any and all buildings, improvements, machinery and equipment of whatever nature at any time constructed, placed, or maintained upon any part of the premises shall be the property of the Lessee or its sub-lessees as their interests may appear. Lessee shall have the right at any time during Lessee's occupancy of the premises or within a reasonable time thereafter to remove any and all buildings, improvements, fixtures, equipment, and other property owned or placed thereon by Lessee, provided it does not at the time of removal owe any money to the City by reason of this lease. Upon expiration of this lease, Lessee, if it

desires, though it is not obligated to do so, may remove the buildings, improvements, and fixtures, equipment, and other property from the property within 45 days of termination. Upon expiration of the lease, Lessee has the option either of leaving the premises without removing any of the said buildings, improvements, and fixtures, or removing all of the same and returning the property to its original contour. It may not remove part of the buildings, fixtures, improvements and leave the remaining parts to be removed by the Lessor.

(2) In the event that this lease is terminated by mutual agreement, other than for reasons of a breach by the Lessee or by operation of law, before the end of the lease term, Lessor may as its option to be exercised within 30 days after termination by written notice to the Lessee purchase the improvements and fixtures from the Lessee at their fair market value. Fair market value shall be determined by three appraisers chosen in the following manner:

(a) Lessee shall select one appraiser, the Lessor shall select one appraiser, and the two appraisers shall select the third appraiser.

(b) The appraisers of Lessor and Lessee shall first appraise the buildings, improvements, and fixtures and determine their then fair market value within thirty days after receiving their instructions from the Lessor and Lessee.

(c) In the event that said appraisers are unable to agree as to the fair market value, then the third appraiser shall appraise the buildings, improvements, and fixtures, whose decision shall be final and binding.

ARTICLE VII

ASSIGNMENT, SUBLETTING AND MORTGAGING

§7.01 Assignments and Subleases. With the prior written consent of the Lessor, which will not unreasonably be withheld, Lessee may sublet all or any portion of the premises or assign its interest hereunder in part or in whole, provided that each sublease and assignment shall expressly be made subject to the provisions hereof. No such assignment or sublease shall modify or limit any right or power of Lessor nor relieve Lessee from any obligations hereunder.

§7.02 Leasehold Lendor's Rights. Lessee, its successors or assigns, shall have the right to mortgage to any financial institution without the consent of the Lessor, all or any part of Lessee's interest under this lease for the purpose of constructing buildings and improvements on the premises and shall have the further rights thereafter to refinance any such mortgage or mortgages. At the request of Lessee, the Lessor shall deliver in writing to the Lessee or at the Lessee's direction, waivers of Lessor's rights as to any personal property brought on the premises and to subordinate its claims to those lending funds to Lessee in connection with the purchase of any property brought upon the premises and to security interests any such lenders might have in any such property. The term "leasehold lender" as used hereinafter shall include any such mortgagee. Leasehold Lender may not assign its interest in this lease, other than to a financial institution, without the consent of Lessor. Lessee shall provide Lessor a copy of any mortgage prior to execution.

§7.03 Leasehold Lender's Rights. If Lessee shall default, written notice to that effect shall be sent by Lessor to the Lessee and to the Leasehold Lender, and if the Lessee does not cure any rent default within 30 days thereof, or if the default is other than rent default and Lessee does not commence to cure the same within 45 days and prosecute such curing with due diligence, then this lease shall terminate and Lessor may proceed to recover possession unless:

(a) If such event of default shall be a default in the payment of rent or additional rent, the Leasehold Lender shall remedy such default not later than 30 days after receipt of such notice; or

(b) If such event of default shall be a default in observing or performing any other covenant or condition to be observed or performed by Lessee hereunder, and such default can be remedied by the Leasehold Lender without obtaining possession of the premises, the Leasehold Lender shall commence to remedy such default not later that 30 days after the giving of such notice and shall prosecute such remedying with due diligence; or

(c) If such event of default shall be a default which can only be remedied by the Leasehold lender upon obtaining possession of the premises, the Leasehold Lender shall seek to obtain such possession with diligence and continuity, through a receiver, foreclosure, or otherwise, and shall remedy such default within 60 days after obtaining possession.

Upon compliance with the foregoing, any notice of Lessor advising of any such event of default or any action of Lessor to terminate this lease or to interfere with the occupancy, use or enjoyment of the premises by reason thereof shall be deemed rescinded and this lease shall continue in full force and effect; or if the Leasehold Lender cannot comply within time specified, then Lessor may terminate this lease and recover possession.

§7.04 Termination of Lease By Lessee, Lender's Rights. If this lease shall terminate following a default, as that term is used in §11.01, by Lessee, which is not cured in accordance with this lease, or if this lease be rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, a Leasehold Lender, or a person designated by a Leasehold Lender, shall have the right, exercisable by notice to Lessor within sixty (60) days after the effective date of such termination, to enter into a new lease of the premises with Lessor. The term of said new lease shall begin on the date of the termination of this lease and shall continue for the remainder of the term of this lease. Such new lease shall otherwise contain the same terms and conditions as those set forth herein, except for requirements which are no longer applicable or have already been performed, provided that such Leasehold Lender shall have remedied all defaults on the part of the Lessee hereunder which are susceptible of being remedied by the payment of money, and provided further that such new lease shall require the Lessee thereunder promptly to commence, and expeditiously to continue, to remedy all other defaults on the part of Lessee hereunder to the extent susceptible of being remedied. It is the intention of the parties hereto that such new lease shall have the same priority relative to the other rights or interests to or in the fee estate in the premises as this lease and Lessor covenants to discharge or cause to be subordinated to such new lease any lien or encumbrance which is subject to this lease. The provisions of this clause shall survive the termination of this lease and shall continue in full force and effect thereafter to the same extent as if this clause were a separate and independent contract among Lessor, Lessee, and each Leasehold Lender. From the date on which any Leasehold Lender shall serve upon Lessor the aforesaid notice of the exercise of its rights to a new lease, such Leasehold Lender may use and enjoy the premises without hindrance by Lessor.

Upon commencement of a bankruptcy or reorganization proceeding, assignment for the benefit of creditors, liquidation proceeding or any like or similar proceeding either under state or federal law against Lessor or by Lessor as debtor, the Lessee may exercise immediately the option to purchase granted it under §3.01.

§7.05 Attornment.

(1) Lessor hereby agrees to accept payment and performance by an assignee or sublessee of Lessee where the assignment or sublease was consented to by the Lessor, as payment or performance by Lessee and shall not disturb the occupancy of such assignee or sublessee so long as the obligations of Lessee under this lease are performed by it.

(2) In the event a Leasehold Lender shall obtain possession of the premises following an event of default, Lessor shall thereafter accept payment and performance by such Leasehold Lender, its successors or assigns, as payment or performance by the Lessee under this lease and shall not disturb the occupancy of such Leasehold Lender, its successors or assigns so long as the obligations of Lessee under the lease are performed by it. Such Leasehold Lender shall have all the rights and duties of Lessee hereunder after obtaining possession.

ARTICLE VIII

REPAIRS AND RESTORATIONS

§8.01 Lessee's Duty to Repair. Lessee, at Lessee's own cost and expense at all times during the term of this lease, agrees to keep and maintain, or cause to be kept and maintained, all buildings and improvements which may be erected upon the premises in a good state of appearance and repair, reasonable wear and tear excepted, so as to cause said buildings and improvements to conform in appearance and general state of repair with other buildings and improvements in the project area which are of the same approximate age.

§8.02 Damage or Destruction--Option to Repair or Replace. If the premises, Lessee's building and improvements, or any part thereof are damaged or destroyed other than by Lessee's willful acts, Lessee may either:

(1) Repairs. Within 60 days commence and diligently pursue to completion the repair or reconstruction of the premises pursuant to the plans as set forth in Exhibit B and modifications made

or in accordance with §6.01 hereof and approved by the City Engineer; or

(2) Replacement. Submit to the Lessor's City Engineer within 90 days plans to modify the existing plans as previously agreed to for his study and approval which shall not be unreasonably withheld. His approval shall not be withheld if the plans, as modified, are in substantial conformance with the former buildings and improvements as to use, construction, and exterior appearance, and upon such approval, proceed to replace the said buildings and improvements; or

(3) Remove Damage Without Replacement. Remove all buildings and improvements which were damaged and restore the premises to their condition as of the time of execution hereof to the extent Lessee reasonably can, but without any obligation with respect to changes made by Lessor, other than to repair damages thereto caused by Lessee's removal. It is mutually agreed that under no condition does the damage or destruction of the premises constitute cause for termination of this lease or waive the duty of the Lessee to continue lease payments. All proceeds of any insurance on the premises; the buildings and the improvements paid for by Lessee shall be the property of Lessee, but the insurer shall withhold sufficient funds to cover Lessee's obligations under the lease.

ARTICLE IX

MECHANIC'S LIENS

§9.01 Prohibition of Liens on Fee or Leasehold Interest. Lessee shall not suffer or permit any mechanic's liens or other liens to be filed against the fee of the premises nor against Lessee's leasehold interest in the land nor any buildings or improvements on the premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the premises or any part thereof through or under Lessee.

ARTICLE X

CONDEMNATION

§10.01 Lessee's Right to Award. Lessor hereby assigns to Lessee any award or compensation to which Lessor may become entitled by reason of its interest in the premises if the use, occupancy, or title of the premises or any part thereof is taken, requisitioned or

sold in, by or on account of any actual or threatened eminent domain proceeding or other title action by any person, firm, or corporation other than one having the power of eminent domain; conditioned upon the full amount of rent and other sums due to Lessor under this lease throughout its term being paid immediately or secured to be paid to the satisfaction of the Council of the City of Gahanna acting for the Lessor. In these events, Lessee is hereby authorized and empowered in the name and on behalf of Lessor to appear in any such proceeding or action, to negotiate, prosecute, and adjust any claim for any award, compensation, or insurance payment on account of any such taking, requisition, or sale, and to collect any such award or compensation, and Lessee shall pay attorney and other fees as may be necessary without reimbursement from Lessor. Lessor shall be entitled to participate in any such proceedings, action, negotiation, prosecution, or adjustment. All amounts paid in connection with any such taking, requisition or sale shall be applied pursuant to this paragraph. Nothing herein contained shall be construed as allowing Lessor to sell the premises to anyone other than Lessee during the terms of this lease except that, in the event of an actual eminent domain proceeding, Lessor may sell the premises to the condemning authority.

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ARTICLE XI

DEFAULT AND REMEDIES

11.01 Acts of Default. Any of the following occurrences or acts shall constitute an event of default under this lease:

(a) If Lessee shall fail to pay any rent or additional rent and such failure shall continue for 30 days after notice to Lessee of such failure, or fail to observe or perform any other provisions hereof and such failure shall continue for 30 days after notice to Lessee of such failure, or in the case of any such default which cannot be cured by the payment of money and cannot with diligence be cured within such 30-day period and Lessee does not proceed with due diligence to cure the said default; or

(b) If Lessee shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law, or shall be adjudicated a bankrupt or become insolvent or shall make any assign-

ment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due; or

(c) If a petition or answer proposing the adjudication of Lessee as a bankrupt or its reorganization pursuant to any federal or state bankruptcy law or any similar federal or state law shall be filed in any court and Lessee shall consent to or acquiesce in the filing thereof or such petition or answer shall not be discharged or denied within 90 days after the filing thereof; or

(d) If a receiver, trustee or liquidator of Lessee or of all or substantially all of the assets of Lessee or of the premises shall be appointed in any proceedings brought by Lessee; or

(e) If any such receiver, trustee or liquidate shall be appointed in any proceeding brought against Lessee and shall not be discharged within 90 days after such appointment; or

(f) If Lessee shall consent to or acquiesce in such appointment; or

(g) If Lessee shall be in default of any provisions of any mortgage of the leasehold interest and does not cure the same within the time specified therein.

§11.02 Notice. If an event of default shall have happened and be continuing beyond the period set forth in §11.01(a), Lessor may give Lessee and the Leasehold Lender notice of Lessor's intention to terminate the term of this Lease on a date not less than 30 days after the date of such notice. Upon the effective date described in such notice, unless the default has been corrected, the term of this Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease, and all rights of Lessee hereunder shall expire and terminate, but Lessee shall remain liable as hereinafter provided.

§11.03 Lessor's Remedies.

(a) If an event of default shall have happened and be continuing beyond the period set forth in §11.01(a), Lessor shall have the immediate right, whether or not the term of this Lease shall have been terminated pursuant to the above paragraph, to reenter and repossess the premises by summary proceedings in forcible entry, ejectment, or in any manner Lessor determines to be necessary or desirable and the right to remove all persons and property therefrom

subject to the rights of the creditors of Lessee described in §7.02 without liability by reason of any such reentry, repossession or removal. No such reentry or repossession of the premises shall be construed as an election by Lessor to terminate the term of this lease unless a notice of such intention is given to Lessee and the Leasehold Lender pursuant to the above paragraph, or unless such termination is decreed by a court of competent jurisdiction.

(b) At any time or from time to time after the reentry or repossession of the premises pursuant to §11.03(b), whether or not the term of this lease shall have been terminated pursuant to the first paragraph of §11.02, Lessor may (but shall be under no obligation to) relet the premises for the account of Lessee, in the name of Lessee or Lessor or otherwise, without notice to Lessee, for such term or terms and on such conditions and for such uses as Lessor, in its absolute discretion, may determine. Lessor may collect and receive any rents payable by reason of such reletting and credit such payments to the account of the Lessee. Lessor shall not be liable for any failure to relet the premises or for any failure to collect any rent due upon any such reletting.

§11.04 Reentry Does Not Relieve Lessee of Liabilities. No expiration or termination of the term of this lease pursuant to §11.02, by operation of law or otherwise, and no reentry or repossession of the premises pursuant to §11.03(a) or otherwise, and no reletting of the premises pursuant to §11.03(b) or otherwise, shall relieve Lessee of its liabilities and obligation hereunder, all of which shall survive such expiration, termination, reentry, repossession or reletting.

§11.05 Lessee's Duties Upon Expiration or Termination. In the event of any expiration or termination of the term of this lease or reentry or repossession of the premises by reason of the occurrence of an event of default, Lessee will pay to Lessor all rent and additional rent and other sums required to be paid by Lessee to and including the date of such expiration, termination, reentry or repossession; and thereafter, Lessee shall, until the end of what would have been the term of this lease in the absence of such expiration, termination, reentry or repossession, and whether or not the premises shall have been relet, be liable to Lessor for and shall pay to Lessor as liquidated and agreed current damages: all rent and additional rent and other sums which would be payable under this lease by Lessee in the absence

of such expiration, termination, reentry or repossession; less the net proceeds, if any, of any reletting effected for the account of Lessee pursuant to §11.03(b); after deducting from such proceeds all Lessor's expenses in connection with such reletting (including all repossession costs, brokerage commissions, reasonable attorneys' fees and expenses, interest, employees' expenses, alteration costs and expenses of preparation of such reletting).

§11.06 Damages. At any time after any such expiration or termination of the term of this lease or reentry or repossession of the premises by reason of the occurrence of an event of default, whether or not Lessor shall have collected any current damages pursuant to §11.05, Lessor shall be entitled to recover from Lessee, and Lessee shall be entitled to require Lessor to accept, and Lessor shall accept on demand, as and for liquidated and agreed final damages for Lessee's default and in lieu of all current damages beyond the date of such demand (it being agreed that it would be impracticable or extremely difficult to fix the actual damages), an amount equal to the excess, if any, of all rent and additional rent and other sums which would be payable under this lease from the date of such demand (or, if it be earlier, the date to which Lessee shall have satisfied in full its obligations under paragraph §11.04 to pay current damages) for what would be the then unexpired term of this lease in the absence of such expiration, termination, reentry or repossession, discounted at the rate of 3% per annum over the then fair rental value of the premises (determined by applying a discount rate of 3% per annum) for the same period. If any law shall limit the amount of such liquidated final damages to less than the amount above agreed upon, Lessor shall be entitled to the maximum amount allowable under such law. Upon payment of the said sum by the Lessee to the Lessor, Lessee shall have the free and unrestricted right to remove from the premises all of the buildings, improvements and fixtures placed on the premises by Lessee provided that Lessee thereafter restores the said premises to the condition it was in at the time of the execution of this lease except for such changes or improvements as are made by the Lessor subject to the provisions of §6.04.

§11.07 Additional Rights of Lessor. No right or remedy hereunder shall be exclusive of any other right or remedy, but shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing. Failure to insist upon the strict performance of

any provision hereof or to exercise any option, right, power or remedy contained herein shall not constitute a waiver or relinquishment thereof for the future. Receipt by Lessor of any rent or additional rent or other sum payable hereunder with knowledge of the breach of any provisions hereof shall not constitute a waiver of such breach, and no waiver by Lessor of any provision hereof shall be deemed to have been made unless made in writing. Lessor shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any of the provisions hereof, or to a decree compelling performance of any of the provisions hereof, or to any other remedy allowed to Lessor by law.

ARTICLE XII

GENERAL PROVISIONS

§12.01 Estoppel Certificate. Lessor and Lessee will, from time to time, upon 20 days' prior request by the other execute, acknowledge, and deliver to the other a certificate stating that this lease is unmodified and in full effect (or, if there have been modifications, that this lease is in full effect as modified, and setting forth such modifications) and the dates to which rent and additional rent and other sums payable hereunder have been paid, and either stating that to the knowledge of the signer of such certificate no default exists hereunder or specifying each such default of which the signer has knowledge. Any such certificate may be relied upon by any prospective mortgagee or purchaser of the premises.

§12.02 No Merger. Unless the Lessee purchases the property pursuant to §3.01, there shall be no merger of this lease or of the leasehold estate hereby created with the fee estate in the premises by reason of the fact that the same person acquires or holds, directly or indirectly, this lease or the leasehold estate hereby created or any interest herein or in such leasehold estate as well as the fee estate in the premises or any interest in such fee estate.

§12.03 Surrender. Upon the expiration or termination of the term of this lease, Lessee shall surrender the premises to Lessor in the condition in which the premises were originally received from the Lessor, except as repaired, rebuilt, restored, altered or added to as permitted hereby and except for ordinary wear and tear. Lessee shall remove from the premises within 30 days after the expiration or termina-

tion all property situated thereon which is not owned by Lessor, and shall repair any damage caused by such removal. Property not so removed shall become the property of Lessor, and Lessor may cause such property to be removed from the premises and disposed of, but the cost of any such removal and disposition and of repairing any damage caused by such removal shall be borne by Lessee.

§12.04 Separability; Binding Effect. Each covenant hereof shall be separate and independent and the breach of any covenant by Lessor shall not discharge or relieve Lessee from its obligations to perform each and every covenant to be performed by Lessee hereunder, unless any such breach by Lessor shall preclude Lessee's occupancy and/or use of the premises as authorized by §2.03 and §5.01 hereof or shall render it onerous for such Lessee to perform its covenants hereunder. If any provision hereof other than Lessee's right to occupy, use or to have the premises transferred pursuant to §3.01, the premises or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provisions to persons or circumstances other than those as to which they are invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforceable to the extent permitted by law. All provisions contained in this lease shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of Lessor and Lessee to the same extent as if each such successor and assign were named as a party hereto. This lease may not be changed, modified, or discharged except by a writing signed by Lessor and Lessee.

Nothing in this §12.04 shall be construed as denying Lessee a right to seek a recovery of damages or other legal or equitable relief for injuries it sustains as a result of any such breach by Lessor of its covenants hereunder. In the event Lessor commits an act or acts or omits to perform an act or acts which commission or omission Lessee contends (i) is a breach of one or more of Lessor's covenants hereunder and (ii) that said breach renders it onerous for Lessee to perform its covenants hereunder, Lessee shall so advise Lessor in writing. If Lessor does not cure said breach or denies the existence of any such breach within a reasonable time after receipt of such notice, Lessee shall have the right to pursue such legal or equitable remedies as it

may have with respect to said contended breach; provided, however, that Lessee nevertheless shall continue to pay to Lessor, at the usual periodic times, the rent, taxes or service payments it is required to pay to Lessor hereunder unless and until Lessee commences and thereafter pursues, without unreasonable delay, a proceeding in an appropriate court with respect to said contended breach. In that latter event, Lessee shall be required to continue to make the said payments at the same times but into an escrow account, rather than to Lessor, to be maintained for the benefit of the parties at the Ohio National Bank in Gahanna, Ohio, or its successor, until such time as the dispute is finally resolved by the parties or ordered distributed by the court having jurisdiction thereof. Any such resolution shall include a provision that the funds so escrowed shall be used to pay any damages which Lessee is found or is mutually agreed to have sustained and the balance shall be delivered to Lessor. Any such payment made to Lessee shall be credited against the amount which Lessee would otherwise have been required to pay as rent, taxes or service payments during the time the said funds were held in escrow. In the event that Lessor and Lessee mutually agree that Lessor was not in default or Lessor is found not to have been in default, all monies in escrow shall be remitted to Lessor plus Lessee shall pay to Lessor all costs and damages it suffered as a result of Lessee's actions. The said escrow fund shall be invested by the said bank and the interest earned thereon shall be paid, periodically, but at least semi-annually, to Lessee.

§12.05 Successors and Interest. Each and all the covenants, conditions, and restrictions in this lease shall inure to the benefit and shall be binding upon the successors and interests of Lessor and Lessee including Lessee's mortgagee and sublessees and all such agreements made between Lessee and others relating to matters of concern as expressed in this lease shall be made subject to this lease.

§12.06 Computation of Time. Time is of the essence in this lease and of each and every provision thereof. The time in which any act provided by this lease is to be done is computed by excluding the first day and including the last day, unless the last day is a Saturday, Sunday, or legal holiday and then it is also excluded.

§12.07 Notices, Demands, and Other Instruments. All notices, demands, designations, certificate, requests, offers, consents, approvals and other instruments given pursuant to this lease shall be in writing and shall be validly given when mailed by prepaid registered or

certified mail, (a) if to Lessor, addressed to Lessor at its address set forth hereinafter, and (b) if to Lessee, addressed to Lessee at its address set forth hereinafter. Lessor and Lessee each may from time to time specify any address in the United States as its address for purposes of this lease by giving 15 days' notice to the other party.

§12.08 Entire Agreement. This lease contains the entire agreement of the parties with respect to the matters covered by this lease and no other agreement, statement, or promise made by any party or to any employee, officer, or agent of any party which is not contained in this lease shall be binding and valid.

§12.09 Signature of the Lessor. All agreements made in the name of the Lessor shall be signed only by the Mayor or his authorized designate. No modification of this agreement except as otherwise provided here shall be made unless the Mayor is so authorized by the council of the City of Gahanna pursuant to ordinance.

§12.10 Relationship of Lessor and Lessee. Nothing contained in this lease shall be deemed or construed by the parties or any third person to create the relationship of principal and agent or partnership or joint-venture or any association between Lessor and Lessee, and neither the method of computation of the rent nor any provision contained in this lease nor any actions of the parties shall be deemed to create any relationship between Lessor and Lessee, other than the relationship of Lessor and Lessee.

§12.11 Mandatory and Permissive Words. "Shall," "will," and "agrees" are mandatory provisions and "may" is a permission provision.

§12.12 Attorney Fees. In the event either Lessor or Lessee shall bring any action or proceedings for damages for an alleged breach of any provision of this lease, to recover rent or to enforce, protect, or establish any right to remedy of either party, the prevailing party shall be entitled to recover as part of such action or proceedings reasonable attorney fees and costs.

§12.13 Interest. Any sum accruing to Lessor or Lessee under the provisions of this lease which shall not be paid when due shall bear interest at the rate of 10 percent per annum or such higher amount as is permissible by law but not to exceed the current New York prime loan rate of interest by more than two percent from the date written notice specifying nonpayment is served upon the defaulting party until paid.

§12.14 Notices. All notices, demands, or requests from Lessee to Lessor shall be given to Lessor at the office of the Mayor, City Hall, Gahanna, Ohio. All notices, demands, or requests from Lessor to Lessee shall be given to Lessee at 5847 Riverton Rd Cols. 43227. Each party shall have the right, from time to time, to designate a different address by notice given in conformance with this paragraph.

§12.15 Broker's Commissions.

§12.16 Recording. The parties shall, concurrently with the execution of this lease, execute, acknowledge, and record the memorandum lease attached as Exhibit D and made a part of this lease. Following recording, the memorandum shall be reattached to this lease.

§12.17 Titles. Titles and subtitles as used in this agreement are for description only and do not constitute a part of this agreement nor are they to be used for purposes of interpreting this agreement.

IN WITNESS WHEREOF, the parties have executed this lease on 8th day of Jan, 1979.

LESSEE

By: Michael D. Craft

Sharon S. Craft

LESSOR

By: Charles A. Leavitt
CHARLES A. LEAVITT, MAYOR

APPROVED:

Thomas L Welch
~~ARNOLD S. WHITE~~, LAW DIRECTOR

Signed and Acknowledged in the presence of:

John W. Breen

Margaret Cunningham

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

Before me, a Notary Public in and for said County, personally appeared the above-named MICHAEL D CRAFT & SHARON S. CRAFT, Lessee, and CITY OF GAHANNA OHIO, Lessor, in the foregoing lease, and acknowledged the signing thereof to be a voluntary act and deed of each of them personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 8th day of January, 1979.

Margaret Cunningham
(Notary Public)
MARGARET CUNNINGHAM
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES MAY 15, 1979

This instrument was prepared by: _____

EXHIBIT "A"

DESCRIPTION
OF
LOT 19
GAHANNA INDUSTRIAL PARK

Situate in the State of Ohio, County of Franklin, City of Gahanna and being in Section 3, Township 1 North, Range 16 West United States Military Lands and being a part of that 8.00 acre tract as conveyed to The Columbus Clay Manufacturing Company of record in Deed Book 459, Page 578, and being a part of that original 40.00 acre tract as conveyed to The Columbus Clay Manufacturing Company of record in Deed Book 459, Page 577 records of the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning, for reference, at the southeasterly corner of that original 231.05 acre tract as conveyed to Elizabeth Pizzurro of record in Deed Book 1662, Page 303, said point being in the northerly line of the B. & O. Railroad and Penn Central Transportation Company and being at the southwesterly corner of the aforesaid 8.00 acre tract;

Thence N 81° 32' 33"E, a distance of 306.42 feet along the southerly line of the aforesaid 8.00 acre tract and the northerly line of the aforesaid B. & O. Railroad and Penn Central Transportation Company to the true point of beginning for the herein described tract;

Thence the following four (4) courses and distances crossing the aforesaid 8.00 acre tract and the aforesaid original 40.00 acre tract;

(1) Thence N 00° 56' 59"W, a distance of 455.82 feet to a point;

(2) Thence S 81° 41' 50"E, a distance of 413.51 feet to a point;

(3) Thence S 00° 56' 59"E, a distance of 335.55 feet to a point;

(4) Thence S 81° 32' 33"W, a distance of 384.66 feet (passing the southeasterly corner of the aforesaid 8.00 acre tract and the southwesterly corner of the aforesaid original 40.00 acre tract at a distance of 303.43 feet) to the true point of beginning and containing 3.707 acres, more or less, subject to all easements, restrictions and rights-of-way of record.

R. D. ZANDE & ASSOCIATES, Ltd.

January 3, 1979
Job No. 934
Drwg. No. E-574
JET/ekb

EXHIBIT C

Prepayment Schedule

		$42,000 BASE
End of Lease Year	1	$40,774.43
	2	39,548.27
	3	38,422.51
	4	37,196.29
	5	35,970.33
	6	34,644.28
	7	33,518.67
	8	32,192.33

Prepayment Formula for end of lease year

9 to 29 = 32,192.33 - (y x 1192.23)

Y = number of years past the eighth year of the lease

re: Year 9 would make y = 1; Year 10 y = 2; Year 11 y = 3, etc.

FRANKLIN COUNTY, OHIO
Recorded: JUN 25 1984 Time: 8:33 A.
PALMER C. McNEAL, Recorder
Recorder's Fee $ 11.00

04416B09

55173

ADDENDUM TO LEASE

REF 4416 A-01

WHEREAS, the parties have entered into a ground lease for property in the Gahanna Industrial Zone referred to in Exhibit A of the ground lease as "premises;" and

WHEREAS, the parties have agreed to certain modifications of that lease; and

WHEREAS, it is the desire of the parties to modify that lease in the following way such as if the lease were originally so worded;

NOW, THEREFORE, in consideration of the mutual promises of the parties, the following changes in the ground lease are agreed to:

1. Article I, ¶2, Line 4, after the word "Engineer" add "which approval will not be unreasonably withheld or delayed."

2. Article IV, §4.02(4) add at the end "it being understood that lessee shall pay taxes or service fees only on its premises."

3. Article VI, §6.01, Line 3, after the word "Engineer" add "which will not be unreasonably withheld."

4. Article VI, §6.01(2), at the end add "Lessee shall have the right to bond any liens."

5. Article VI, §6.01(3), Line 3, after the word "specifications" add ", if any,."

6. Article VI, §6.02, after the last word add ", subject to a force majeur."

7. Article VII, §7.01, after the last word add ", except the lessee shall be permitted to assign this lease to an affiliate, subsidiary, or shareholder of lessee with the approval of lessor, which shall not be unreasonably withheld."

8. Article VII, §7.03(a), last Line, after "such" add "written."

9. Article IX, §9.01, after the last sentence add "Lessee shall have the right to bond off any mechanic's liens placed on the premises."

10. Article XI, §11.01(a), second Line, after the word "after" add "written."

11. Article XI, §11.02, Line 5, after "such" add "written."

12. Article XI, §11.05, Line 10, after "Lessor" add "on a monthly basis."

IN WITNESS WHEREOF, the parties have executed this Addendum to

04416B10

Lease on this 8th day of Jan, 1979.

Signed and Acknowledged in the presence of:

John W Breen

Margaret Cunningham

LESSEE, METALCO, INC.

By: Michael D Craft

Sharon S. Craft

Signed and Acknowledged in the presence of:

John W Breen

Margaret Cunningham

LESSOR, CITY OF GAHANNA, OHIO

By: Charles A Leavitt
CHARLES A. LEAVITT, MAYOR

APPROVED:

ARNOLD S. WHITE
Law Director, City of Gahanna

STATE OF OHIO,

COUNTY OF FRANKLIN, SS:

Before me, a Notary Public in and for said County, personally appeared the above-named MICHAEL D CRAFT & SHARON S. CRAFT, representatives of the Lessee, Metalco, Inc., and acknowledged the signing thereof to be a voluntary act and deed of Metalco, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 8TH day of January, 1979.

Margaret Cunningham

MARGARET CUNNINGHAM
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES MAY 15, 1979

STATE OF OHIO,

COUNTY OF FRANKLIN, SS:

Before me, a Notary Public in and for said County, personally appeared the above-named Charles A. Leavitt, Mayor for the City of Gahanna, Ohio, Lessor, and acknowledged the signing thereof to be a voluntary act and deed on behalf of the City of Gahanna, Ohio.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 19____.

_____

CITY OF GAHANNA

Michael & Sharon Craft
32 Parkview
Pawleys Island, SC 29585

February 7, 2007

Notice of Default and Termination of Lease Agreement
(For Lease dated January 8, 1979, Lot #19 of the Industrial Zone)

Please be advised that you have failed to comply with Articles I, IV, and IX of the above stated original Lease and Amendments thereto.

Specifically, the property is not being used consistent with Gahanna City Building and Zoning Codes and required rental and tax payments are in delinquency.

The Lease Agreement is in default and shall be terminated under Article XI of the Lease no later than thirty (30) days after this Notice of Default, dated February 7, 2007 at a date and time certain of March 9, 2007 at 12:00 a.m. Eastern Standard Time.

Please contact Sadicka White, Director of the Gahanna Department of Development with any questions at (614) 342-4015.

City of Gahanna

By: Rebecca W. Stinchcomb
Rebecca W. Stinchcomb, Mayor

Sadicka White
Sadicka White, Director of Development

Thomas L Weber
Thomas L. Weber, City Attorney

"HERB CAPITAL OF OHIO"
200 SOUTH HAMILTON ROAD · GAHANNA, OHIO 43230
614-342-4000 PHONE · 614-342-4100 FAX · WWW.GAHANNA.GOV

200 South Hamilton Road
Gahanna, Ohio 43230

City of Gahanna

Signature

Ordinance

File Number: ORD-0144-2012

Date Passed: 7/16/2012

TO AUTHORIZE THE MAYOR TO ENTER INTO REAL ESTATE PURCHASE CONTRACT WITH REKLAMATION, LLC TO PURCHASE CITY OWNED PROPERTY AT 960 BRICKLAWN AVENUE.

WHEREAS, the owner of Reklamation, LLC would like to purchase 3.707+/- acres of vacant City owned land located at 960 Bricklawn Avenue, in the Industrial Zone; and

WHEREAS, the land at 960 Bricklawn Avenue has been appraised at $25,000 and the City is willing to enter into purchase contract to sell the property;

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

Section 1. That the Mayor is hereby authorized to enter into Real Estate Purchase Contract with REKLAMATION, LLC, 1000 Bricklawn Avenue, Gahanna, Ohio 43230, for purchase of 3.707+/- acres of vacant City owned land at 960 Bricklawn Avenue in the Industrial Zone; Purchase Contract attached as EXHIBIT A, and made a part herein.

Section 2. That Reklamation, LLC will pay the City of Gahanna $25,000 for purchase of the land.

Section 3. 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.

This Ordinance was Adopted, this 16th day of July, 2012.

Brian D. Larick
President

ATTESTED to and PRESENTED to the Mayor;
this 17th day of July, 2012.

Isobel L. Sherwood, MMC
Clerk of Council

APPROVED by the Mayor, this
16th day of July 2012.

Rebecca W. Stinchcomb
Mayor

Approved as to form:

Shane W. Ewald
City Attorney

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract (hereafter "contract") is made by and between the City of Gahanna, Ohio, a municipal government, with its main offices located at 200 S. Hamilton Road, Gahanna, Ohio 43230 (hereinafter "Seller") and Reklamation, LLC, with its main offices located at 1000 Bricklawn Avenue, Gahanna, Ohio 43230 (hereinafter "Buyer').

1. **PROPERTY DESCRIPTION**: the undersigned Buyer offers to purchase from the Seller the following described real estate including, without limitation, all improvements, appurtenant rights, privileges and easements located in the County of Franklin and the State of Ohio known as 960 Bricklawn Road, The Industrial Zone, 3.707 Acres Lot 19, Gahanna, Ohio 43230 (being Franklin County Auditor's Parcel Number 025-006160-00) (the "Real Property").

2. **PRICE AND TERMS**: the purchase price is Twenty-Five Thousand Dollars ($25,000.00) cash at closing.

3. **SELLER'S CONTINGENCIES**:

   (a) This contract is contingent upon Seller securing such approvals as may be necessary in order for the City of Gahanna to sell the Real Property to Buyer.

   (b) Within sixty (60) days of acceptance hereof, Seller shall take such actions as may be necessary and proper to satisfy the contract. In the event Seller fails to meet the terms within 60 days of the execution of this Contract, this contract shall be null and void.

4. **POSSESSION**: Possession shall be given to Buyer upon closing.

5. **DAMAGE OR DESTRUCTION OF PROPERTY**: Risk of physical loss to the real estate and improvements shall be borne by Seller until closing, provided that if any property covered by this contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the property, or (b) rescind the contract and thereby release all parties from liability hereunder by giving written notice to Seller and Broker within ten (10) days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller and Broker shall constitute an election to proceed with the transaction.

6. **CONDITION OF IMPROVEMENTS**: N/A

7. **EVIDENCE OF TITLE**: Seller shall convey a General Warranty deed to Buyer. The title evidence shall be certified to within thirty (30) days prior to closing with endorsement not before 8:00 a.m. on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except:

EXHIBIT A

a) those created or assumed by the Buyer;
b) those specifically set forth in this contract;
c) zoning ordinances;
d) legal highways; and
e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use

Buyer shall pay any additional costs incurred in connection with mortgage title insurance issued for the protection of Buyer's lender. If Buyer desires a survey, Buyer shall pay the cost thereof. If title to all or part of real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted in this contract, Seller shall, within thirty (30) days after a written notice thereof, remedy or remove any such defect or obtain title insurance without exception thereof. In the event Seller is unable to remedy to insure against the defect within the thirty (30) day period, the Buyer may declare this contract null and void. At closing, Seller shall sign an affidavit with respect to off record title matters in accordance with the community custom.

8. **CONVEYANCE AND CLOSING**: At closing, Seller shall pay transfer taxes, if any, and deed preparation and shall convey, at closing, marketable title (as described in paragraph 9) to the real estate by deed of general warranty (or appropriate fiduciary deed if seller is a fiduciary) in fee simple, with release of dower, if any. The date of closing shall be as soon as possible, or within sixty (60) days of this agreement

9. **TAXES AND ASSESSMENTS**: At closing, Seller shall pay or credit on purchase price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of the contract and all agricultural use tax recoupments for years prior to the year of closing. At closing, Seller shall also pay or credit on purchase price all other unpaid real estate taxes that are a lien for years prior to closing and a portion of such taxes and agricultural use tax recoupments for year of closing, prorated through date of closing and based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuations, etc., whether or not certified. With regard to further assessments, Seller warrants that, as of the acceptance hereof, no improvements or services to the site or area have been installed or furnished that would result in the costs being assessed against the real estate, and no written notification has been received by Seller from public authority or owner's association of future improvements that would result in costs being assessed against the real estate. **Real estate taxes and assessments are subject to retroactive change by governmental authority. The real estate taxes for the property for the current tax year may change as a result of the transfer or as a result of a change in the tax rate.**

10. **BUYER'S EXAMINATION**: Buyer is relying solely upon his own examination of the real estate and inspections herein required, if any, for its physical condition, character, and suitability for buyer's intended use and is not relying upon any representations by the broker(s), except for those made by broker(s) directly to the buyer in writing. Buyer accepts the condition of the land and any remediation for possible contaminates on the property.

11. **MISCELLANEOUS**: This contract constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this contract shall be in writing, signed by Buyer and Seller and copies provided to them. This contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. If this contract involves Seller financing, it may not be assigned. Time is of the essence of all provisions of this contract. All provisions of this contract shall survive the closing. In compliance with fair housing laws, no party shall in any manner discriminate against any Buyer because of race, color, religion, sex, familial status, handicap or national origin. Paragraph captions are for identification only and are not a part of this contract.

12. **EXPIRATION AND ACCEPTANCE**: This offer shall remain open for acceptance until 6:00 p.m. Columbus, Ohio time on _____, 2012 and a signed copy shall be returned to all parties upon acceptance.

Buyer hereby makes the foregoing offer this _____ day of _____, 2012.

Reklamation, LLC

By: _____
Steven M. Geiger, Member
1780 Reynoldsburg-New Albany Road
Blacklick, OH 43004
(614) 778-5870

Deed to: Reklamation, LLC

Name of Buyer's Attorney: Michael N. Schaeffer (614) 224-2678

Seller agrees to accept this foregoing offer this ____ day of _____, 2012.

City of Gahanna

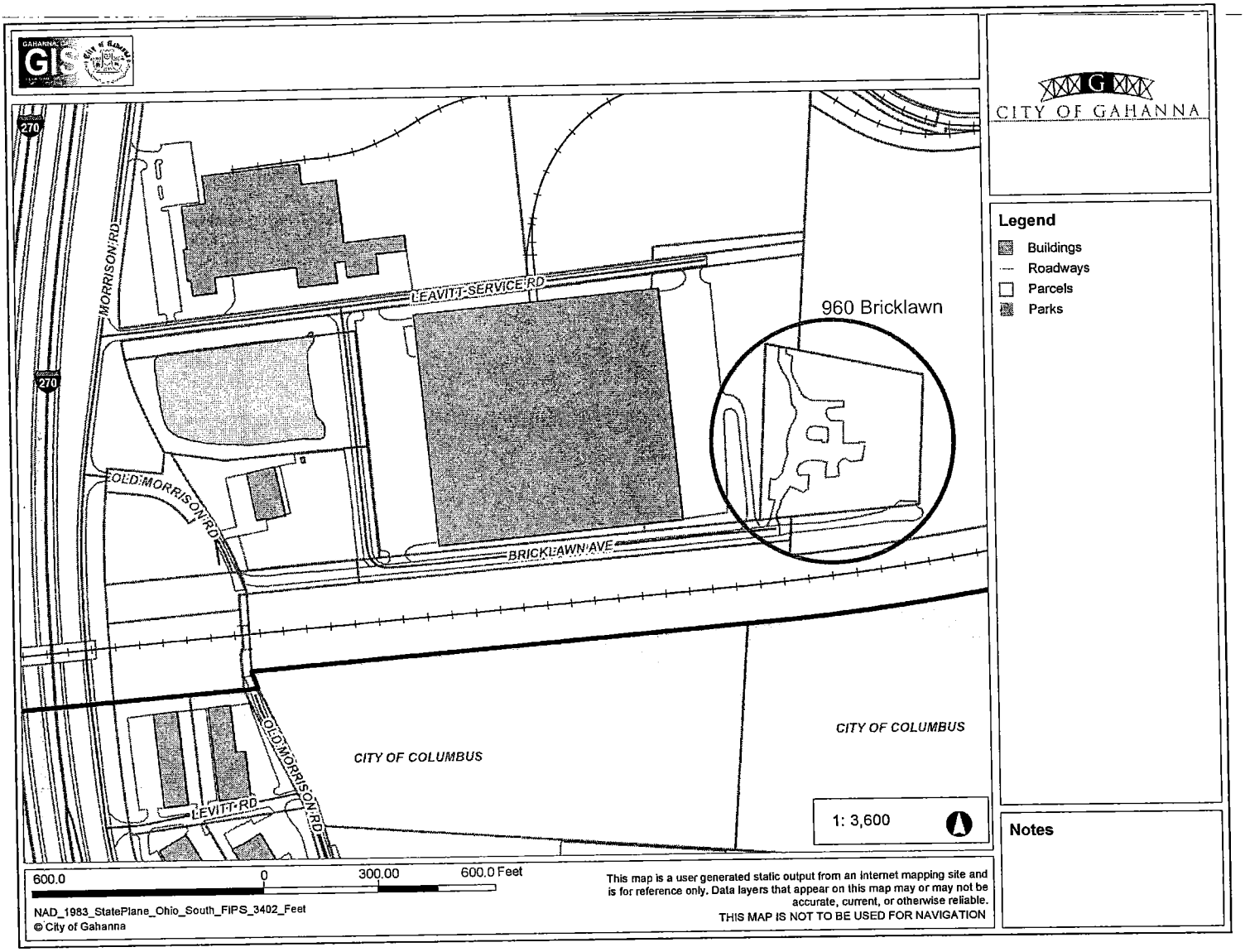
By: _____
Print Name: _____
Title: _____

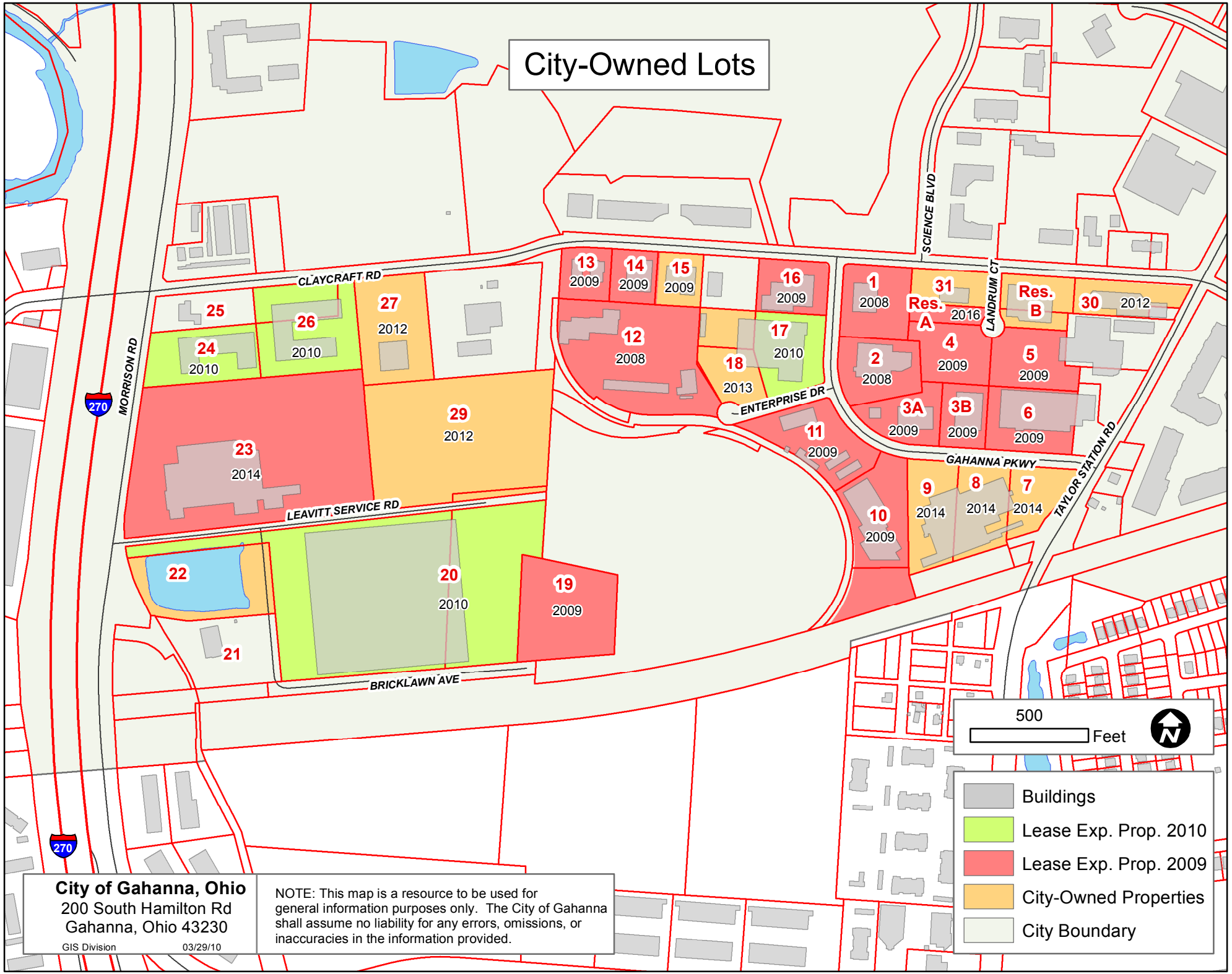
200 S. Hamilton Road
Gahanna, OH 43230
(614) 342-4000

Name of Seller's Attorney: _____

NOTE: AGENCY DISCLOSURE STATEMENT: Buyer and Seller acknowledge having reviewed and signed the attached Agency Disclosure Statement as required by Ohio law.

ALL PARTIES TO THIS CONTRACT MUST BE PROVIDED WITH A COPY


GIS
CITY OF GAHANNA
270
MORRISON RD
LEAVITT SERVICE RD
960 Bricklawn
270
OLD MORRISON RD
BRICKLAWN AVE
CITY OF COLUMBUS
CITY OF COLUMBUS
OLD MORRISON RD
LEVITT RD
1: 3,600
Legend
Buildings
Roadways
Parcels
Parks
Notes
600.0
0
300.00
600.0 Feet
NAD_1983_StatePlane_Ohio_South_FIPS_3402_Feet
© City of Gahanna
This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION


City-Owned Lots
CLAYCRAFT RD
MORRISON RD
SCIENCE BLVD
LANDRUM CT
ENTERPRISE DR
GAHANNA PKWY
TAYLOR STATION RD
LEAVITT SERVICE RD
BRICKLAWN AVE
270
1 2008
2 2008
3A 2009
3B 2009
4 2009
5 2009
6 2009
7 2014
8 2014
9 2014
10 2009
11 2009
12 2008
13 2009
14 2009
15 2009
16 2009
17 2010
18 2013
19 2009
20 2010
21
22
23 2014
24 2010
25
26 2010
27 2012
29 2012
30 2012
31 2016
Res. A
Res. B
500
Feet
Buildings
Lease Exp. Prop. 2010
Lease Exp. Prop. 2009
City-Owned Properties
City Boundary
City of Gahanna, Ohio
200 South Hamilton Rd
Gahanna, Ohio 43230
GIS Division 03/29/10
NOTE: This map is a resource to be used for general information purposes only. The City of Gahanna shall assume no liability for any errors, omissions, or inaccuracies in the information provided.