



LEGISLATIVE COVER MEMO

Introduction: May 4, 2026

Agenda Item: **Resolution 2026-28**

AUTHORIZING THE CITY MANAGER TO EXECUTE A GROUND LEASE AGREEMENT WITH RESPECT TO CITY-OWNED REAL PROPERTY LOCATED AT 0 DEARDOFF ROAD, FRANKLIN, OHIO 45005 (WARREN COUNTY AUDITOR'S PARCEL ID 0426200024)

Submitted by: Steve Inman, Public Works Director

Scope/Description: This Resolution authorizes the City's lease of open land it owns on Deardoff Road to Chad Tryon for agricultural/crop farming purposes.

Exhibits: Exhibit A – Ground Lease Agreement

Recommendation: Approval

CITY OF FRANKLIN, OHIO
RESOLUTION 2026-28

**AUTHORIZING THE CITY MANAGER TO EXECUTE A GROUND LEASE AGREEMENT
WITH RESPECT TO CITY-OWNED REAL PROPERTY LOCATED AT 0 DEARDOFF ROAD, FRANKLIN, OHIO 45005
(WARREN COUNTY AUDITOR'S PARCEL ID 0426200024)**

WHEREAS, the City of Franklin's Codified Ordinances (including but not limited to Sections 115.01 and 115.03 therein) empower City Council to lease City-owned real property to another party upon such terms and conditions Council deems reasonable when Council determines the involved property is not presently needed for the City's public use thereof;

WHEREAS, the City owns certain real property that it does not currently require for active public use, consisting of approximately 6.4 acres located at 0 Deardoff Road, Franklin, Ohio 45005, and designated Warren County Auditor's Parcel ID 0426200024 (the "Property"); and

WHEREAS, City Council desires to lease the Property to Chad Tryon for agricultural/crop farming purposes pursuant to the terms and conditions set forth in the Ground Lease Agreement attached as Exhibit A to this Resolution (the "Lease Agreement").

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, at least five (5) members concurring, that:

Section 1. The City Manager is hereby authorized to execute the Lease Agreement with Chad Tryon in substantially the same form as the attached Exhibit A. The City Manager is further authorized to execute any and all additional documentation, and take any other actions, necessary to consummate the City's lease of the Property in accordance with the terms and intent of this Resolution.

Section 2. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Chapter 121 of the Ohio Revised Code, and the Rules of Council.

Section 3. This Resolution shall be effective immediately upon its passage.

ADOPTED: May 4, 2026

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of Resolution 2026-28 passed by City Council on May 4, 2026.

Khristi Dunn, Clerk of Council

GROUND LEASE AGREEMENT

This **GROUND LEASE AGREEMENT** (this "Lease") is entered into as of the date of the last Party's signature below (the "Effective Date") by and between the **CITY OF FRANKLIN, OHIO**, with an address at 1 Benjamin Franklin Way, Franklin, Ohio 45005 (the "City") and _____, a/an _____ with an address at _____ ("Lessee") (the City and Lessee may each be referred to herein individually as a "Party" and collectively as the "Parties").

- A. The City owns approximately 6.4 acres of real property located at 0 Deardoff Road, Franklin, Ohio 45005, and designated Warren County Auditor's Parcel ID 0426200024 (the "Property"). The City does not presently require the Property for any active public use.
- B. Lessee is engaged in agricultural crop farming activities, and has determined the Property consists of land suitable for such activities.
- C. The City hereby agrees to lease the Property to Lessee, and Lessee agrees to lease the Property from the City, for certain agricultural purposes in accordance with the terms and conditions of this Lease.

1. Exclusive Lease of Premises; Non-Exclusive Access to Park Facilities.

(a) Leased Premises; Permitted Activities. The City hereby grants Lessee a ground leasehold interest in the Property, together with all appurtenant rights, privileges and other benefits belonging to the Property. Lessee shall solely use the Property for crop farming purposes involving the planting, maintenance, growing, and harvesting of traditional crops such as soybeans, wheat, barley, corn, and other vegetables (the "Permitted Activities"). The Permitted Activities shall not include: (i) any agricultural activities not expressly set forth in this Section 1(a), including but not limited to animal husbandry; or (ii) the storage of any vehicles, equipment, materials, products, or other items Lessee may use when engaging in the Permitted Activities. The Permitted Activities shall be conducted at Lessee's sole cost and expense, and Lessee shall be solely responsible for providing all vehicles, equipment, materials, products, and labor to perform the Permitted Activities. The City shall have no responsibility or obligation to aid, assist, or participate in the Permitted Activities, nor to ensure the Property is suitable for the Permitted Activities, at any time during the Term (defined herein). The Permitted Activities shall not prohibit, impede, or interfere with the right of the City or the public to access and use any area surrounding the Property. Lessee warrants that, at all times while this Lease is in effect, Lessee and its officers, representatives, employees, agents, contractors, and invitees shall conduct the Permitted Activities in compliance with all federal, state, and local laws, regulations and rules, as they may be amended from time to time (collectively, "Applicable Law"), and in accordance with all terms and conditions of this Lease.

(b) City Right to Enter Premises. Nothing in this Lease shall be construed as prohibiting or restricting the City's rights to enter the Property for the purpose of addressing any

emergent situation, performing any governmental inspection, ensuring Lessee is abiding by the Lease terms and conditions, and/or taking any governmental action as the City deems reasonable and necessary in its sole discretion. The City shall have a continuing right during the Term to enter upon and inspect the Property to ensure Lessee's compliance with the terms and conditions of this Lease. The City shall use all reasonable efforts to: (i) provide Lessee with at least twenty-four (24) hours' prior notice of any planned entry onto the Property (provided, lesser or no advance notice shall be required in the event the City reasonably believes person(s) or property are in imminent danger on the Property); and (ii) ensure its entry onto the Property does not unreasonably interfere with, impair, or disturb Lessee's performance of the Permitted Activities thereon.

2. Lease Term.

(a) Term. This Lease shall commence on the Effective Date and shall continue until _____, unless earlier terminated pursuant to the other provisions of the Lease (the "Term"). The Parties may agree in writing to renew the Lease at the end of the Term.

(b) Restoration of Premises. Within seventy-two (72) hours following expiration or earlier termination of the Term, Lessee shall remove all Lessee vehicles, equipment, materials, and other personal property from the Property, and take reasonable measures to return the Property to the condition on which the land generally existed at the commencement of the Term. Within thirty (30) days of Lessee vacating the Property, the City may inspect the Property and notify Lessee if the City observes any remaining personal property, or damage to any land, improvements or other City property, thereon. Within ten (10) days of the City's provision of any aforementioned notice, Lessee shall, at its sole cost and expense, retrieve remaining personal property, and/or repair or replace damaged City property. If Lessee fails or refuses to timely perform its obligations under this Section 2(b), the City may perform the removal, repair, or replacement work itself and invoice Lessee for the City's costs associated with such work. Lessee shall pay the invoice in full within thirty (30) days of its receipt thereof. The City shall have no duty to store, secure, or protect any vehicles, equipment, or other property left on or removed from the Property, but shall instead have the right to dispose of such property in any manner in the City's sole discretion. If the City elects to store removed personal property, any associated storage costs shall be an item for which the City may invoice Lessee hereunder.

3. Termination.

(a) Mutual Termination. The Lease may be terminated for any reason or no reason upon mutual written agreement of the Parties.

(b) City Termination. The City may terminate this Lease prior to its natural expiration, with at least fourteen (14) days' prior written notice to Lessee, in the event: (i) Lessee violates any Applicable Law; (ii) Lessee violates any term or condition set forth in this Lease; or (iii) the City requires the Property for any public purpose. If the City terminates the Lease due to Lessee's violation of Applicable Law or other breach of the Lease, Lessee shall have the opportunity to cure its breach within the fourteen (14) day notice period in order to avoid termination.

(c) Lessee Termination. Lessee shall be entitled to terminate this Lease for any reason or no reason upon at least thirty (30) days' prior written notice to the City.

4. **Rent**. In exchange for Lessee's use of the Property hereunder, Lessee shall pay monthly rent to the City during the Term in the amount of _____ (\$ _____) ("Rent"). Rent shall be paid on or before the first day of each month during the Term; provided, the first Rent installment payment shall be paid within five (5) days following the Effective Date.

5. **Maintenance Responsibilities**.

(a) Maintenance of Premises. Lessee shall be solely responsible, at Lessee's cost and expense, for maintaining the Property in good condition and repair, in a clean and orderly condition, and free from trash and debris during the Term. All such maintenance shall be performed by Lessee or contractors of Lessee's sole choosing, with the standard of care ordinarily exercised by professional contractors performing the same work under similar circumstances.

(b) Repair of Damage. In the event any portion of the Property, or any City improvements thereon or City personal property therein, is/are damaged by Lessee or any of Lessee's officers, representatives, employees, agents, contractors, or invitees, Lessee shall be responsible, at its sole cost and expense, for promptly repairing the damage, and/or replacing the improvements or personal property (a replacement shall be of equivalent or better quality than the original property, as determined by the City in its reasonable discretion). If the City elects to perform the repair or replacement work itself, the City may invoice Lessee for the City's associated costs, and Lessee shall pay the invoice in full within thirty (30) days of its receipt thereof. This provision shall not apply to ordinary "wear and tear" associated with performance of the Permitted Activities. Lessee's obligations under this Section shall survive the expiration or earlier termination of the Lease.

(c) Signage. Lessee shall be entitled to erect on the Property reasonable signage indicating Lessee's use of the Property for the Permitted Activities, and generally restricting third-party access to the Property. All signage shall comply with all applicable provisions of the City of Franklin's Codified Ordinances, and shall otherwise be subject to the City's prior approval before its erection.

6. **Use of Contractors; No Liens**. Lessee shall be entitled to engage contractors of Lessee's choosing, and at Lessee's sole cost and expense, to perform any of Lessee's rights and responsibilities under the Lease. The City shall have no right or responsibility to direct, supervise, or manage such contractors. Lessee shall not cause or allow a lien to be filed against all or any portion of the Property, whether filed by a third-party contractor engaged by Lessee or any other party. Nor shall Lessee cause or allow the Property to be used as collateral to secure any loan or other benefit for Lessee. Should a prohibited lien be filed against the Property, Lessee shall promptly remove the lien at Lessee's sole cost and expense. Lessee's obligations under this Section shall survive the expiration or earlier termination of the Lease.

7. **Liability Insurance**. Lessee shall keep and maintain, at all times during the Term, general liability insurance coverage for bodily injury and property damage in not less than the following

amounts: (i) \$2,000,000 in the general aggregate; (ii) \$1,000,000 per occurrence; and (iii) \$1,000,000 in automobile liability coverage. Such insurance shall cover all Lessee officers, representatives, staff, agents, employees, members, volunteers, participants, guests, and invitees on the Property, and shall name the City as an additional insured. Lessee shall also maintain all Workers' Compensation insurance coverage required by Ohio law. Prior to Lessee's commencement of the Permitted Activities on the Property, Lessee shall provide the City with a certificate or certificates evidencing Lessee's maintenance of the insurance coverage required hereunder. Lessee shall immediately notify the City in the event all or any portion of the requisite insurance coverage is canceled, revoked, or lapses during the Term. Cancellation, revocation, or lapse of all or part of the insurance coverage shall be grounds for the City's immediate termination of the Lease.

8. "As-Is" Condition; Assumption of Risk. Lessee acknowledges and agrees that: (i) it accepts the Property on the Effective Date in their "AS IS" condition, subject to any and all faults therein and hazards thereon, whether known or unknown; (ii) the City shall have no liability for any defects in the Property, whether latent or apparent; and (iii) the City makes no representations or warranties as to the fitness of the Property for any purpose (including but not limited to for performance of the Permitted Activities), and shall have no duty to ensure the Property is suitable or safe for Lessee's use thereof. Lessee waives any implied warranties of habitability or fitness for a particular purpose. Lessee acknowledges and agrees that the Permitted Activities pose certain inherent risks, dangers, and hazards which may arise from foreseeable and unforeseeable causes, and which cannot be fully eliminated. Lessee freely and voluntarily agrees to assume all risks, dangers and hazards, and all liability for any and all loss, injury, and/or damage sustained by any individual arising out of, or in any way related to, the Permitted Activities. All personal property kept, stored, or maintained on the Property by Lessee or any third party shall be at such party's sole risk. The provisions of this Section 8 shall survive the expiration or earlier termination of the Lease.

9. Waiver; Release; Indemnification.

(a) General Indemnification. Lessee hereby agrees to indemnify, defend, and hold harmless the City and all of the City's officers, representatives, agents, employees, successors, and assigns (collectively, the "Released Parties") from and against any and all claims, actions, losses, damages, fines, penalties, liability, and expense (including reasonable attorneys' fees) in connection with damage to real or personal property, loss of life, and/or personal injury arising out of, or in any way related to, the Permitted Activities or Lessee's other use of the Property pursuant to this Lease. Lessee hereby knowingly and voluntarily waives any and all claims against the Released Parties for any damage to real or personal property, loss of life, and/or personal injury arising out of, or in any way related to, the Permitted Activities or Lessee's other use of the Property. The provisions of this Section 9(a) shall survive the expiration or earlier termination of the Lease.

(b) Environmental Indemnification. Lessee hereby agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, actions, losses, damages, fines, penalties, liability, and expense (including reasonable attorneys' fees) in connection with damage to real or personal property; loss of life; personal injury; any investigation or monitoring

of site conditions; any clean-up, removal, remediation, or restoration work by any governmental authority; and/or any residual contamination of the Property, or any other property or natural resources, arising out of, or in any way related to, Lessee's use, transport, storage, or disposal of any Hazardous Materials on the Property; and/or any allegation that Lessee has failed to comply with any federal, State, or local environmental laws. For the purposes of this Lease, "Hazardous Material" means any substance, waste, or material that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is, or becomes, regulated by any governmental authority, including any agency, department, commission, board, or instrumentality of the United States, the State of Ohio, or any political subdivision thereof. The provisions of this Section 9(b) shall survive the expiration or earlier termination of the Lease.

10. Utility Charges; Taxes.

(a) Utility Services. To the extent Lessee requires any utility services for the Permitted Activities, Lessee shall be solely responsible for establishing and paying for such utility services during the Term. Lessee shall obtain the City's express written consent before establishing any new utility services on the Property (which consent shall not be unreasonably withheld).

(b) Taxes. Lessee agrees to be solely responsible for timely and full payment of any real estate taxes and assessments which may accrue against the Property during the Term. If either Party questions the taxability of the Property, the City agrees to cooperate with Lessee to prepare and file any necessary applications and documentation to challenge the taxability of the Property. Lessee agrees to be solely responsible for any personal property taxes which may be assessed against any improvements or personal property within the Property and owned by Lessee during the Term.

11. Notices. Any notice, consent and demand given hereunder shall be in writing and shall be delivered to the recipient-Party at the below address (or such other address as the Party may designate during the Term) by personal delivery; overnight courier or certified mail (return receipt requested); or email (with confirmed delivery receipt). Notices and demands shall be deemed given upon confirmed delivery to the recipient-Party.

If to the City:	City of Franklin, Ohio Attn: _____ 1 Benjamin Franklin Way Franklin, Ohio 45005 Email: _____
If to Lessee:	_____ Attn: _____ _____ Email: _____

12. Miscellaneous.

(a) Entire Agreement; Modification. The Parties hereby acknowledge that this Lease constitutes the entire agreement and understanding between the Parties, and supersedes any prior representations, warranties, promises, covenants, agreements, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, between the Parties. This Lease may only be modified in a writing signed by both Parties.

(b) No Presumptions Against Either Party. No provision of this Lease shall be construed for or against a Party because such Party drafted the provision in whole or in part. Each Party represents and warrants that it has had a reasonable opportunity to review the terms of this Lease with independent legal counsel of its choosing, and is freely and voluntarily entering into the Lease with full understanding of all terms and conditions contained herein.

(c) Severability. Any provision(s) of the Lease later held by a court of competent jurisdiction to be unenforceable for any reason shall be deemed severed and void, and all remaining provisions shall continue in full force and effect.

(d) Force Majeure. If either Party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, pandemic, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause, without fault and beyond the reasonable control of the Party obligated, performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, this provision shall not excuse either Party from prompt payment in full of any Rent, taxes, costs, or other charges required to be paid by such Party pursuant to the terms and conditions of this Lease.

(e) No Assignment. Lessee may not assign this Agreement, in whole or in part, to any person or entity without the City's prior written consent.

(f) Governing Law. This Lease and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws principles. All actions or proceedings arising out of, or in any way related to, this Lease shall be instituted in a State court of competent jurisdiction located in Warren County, Ohio.

(g) Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent between the City and Lessee, or of employment, partnership, joint venture or any similar association between the Parties, and no act on the part of either Party shall be deemed to create any relationship between the Parties other than the relationship of lessor and lessee with respect to the Property.

(h) No Waiver of Breach. No failure by either Party to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement and term of this Lease

shall continue in full force and effect with respect to any other then existing or subsequent breach. No waiver of any breach shall in any event be effective unless the same is in writing, signed by the non-breaching party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

CITY OF FRANKLIN, OHIO

LESSEE

Jonathan Westendorf
City Manager

By: _____

Name: _____

Title: _____

Date

Date