



# LEGISLATIVE COVER MEMO

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**Introduction:** May 18, 2026

**Agenda Item:** **Resolution 2026-32**

ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF FRANKLIN, OHIO, PURSUANT TO AN EXPEDITED TYPE 1 ANNEXATION PETITION FILED WITH AND GRANTED BY THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO, AS PROVIDED FOR IN OHIO REVISED CODE SECTION 709.022

**Submitted by:** Jonathan Westendorf, City Manager

**Scope/Description:** On February 23, 2026, a petition was filed with Warren County for the annexation of approximately 118.9524 acres in Franklin Township to the City of Franklin. On March 3, 2026 the Warren County Commissioners approved the proposed annexation. Passage of this resolution accepts the annexation.

**Exhibits:** Exhibit A: Annexation Petition, Map/Legal Description.

Exhibit B: Resolution of the Warren County Board of Commissioners Granting the Annexation Petition

**Recommendation:** Approval

CITY OF FRANKLIN, OHIO  
RESOLUTION 2026-32

**ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF FRANKLIN, OHIO, PURSUANT TO AN EXPEDITED TYPE 1 ANNEXATION PETITION FILED WITH AND GRANTED BY THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO, AS PROVIDED FOR IN OHIO REVISED CODE SECTION 709.022**

Whereas, on February 23, 2026, a petition was filed with the Board of County Commissioners of Warren County, Ohio pursuant to Ohio Revised Code 709.022, for the annexation of 118.9524 +/- acres of territory in Franklin Township to the City of Franklin (City"), a copy of which petition and accompanying map/legal description is attached hereto as Exhibit A; and

Whereas, on March 3, 2026 the Warren County Board of Commissioners approved the proposed annexation pursuant to Board of County Commissioners Resolution 26-0299, a copy of which is attached hereto as Exhibit B; and

Whereas, a certified copy of the annexation proceedings was provided by Warren County to the Clerk of Franklin City Council on March 12, 2026; and

Whereas, pursuant to Ohio Revised Code 709.04, the Clerk of Council has placed before Franklin City Council the resolution of the Warren County Board of Commissioners granting the petition, as well as the annexation petition and accompanying map/plat and legal description at this next regular meeting following the expiration of sixty (60) days from receipt by the Clerk of the same; and

Whereas, Franklin City Council is authorized under Ohio Revised Code 709.04 to accept or reject the Petition for annexation at this time.

Now, therefore, be it Resolved by the Franklin City Council, County of Warren, State of Ohio, With a Majority of Duly Elected Members Thereof Concurring as Follows:

Section 1. The proposed annexation of 118.9524 +/- acres from Franklin Township, Warren County, Ohio to the City of Franklin, a petition for which was filed with the Board of Commissioners, Warren County, Ohio on February 23, 2026 and approved by the Board of County Commissioners on March 3, 2026 is hereby accepted. The petition and accompanying map/plat and legal description are attached hereto as Exhibit A, which graphically depicts and describes the territory that is the subject of the annexation.

Section 2. The Clerk of Council is hereby authorized and directed, pursuant to Ohio Revised Code 709.06, to make three (3) copies of this Resolution, to each of which shall be attached: a copy of the annexation petition and accompanying map/plat/legal description; the transcript of the proceedings of the Warren County Board of Commissioners; and all other resolutions and/or ordinances relating to the annexation, with a certificate as to the correctness of each of the three (3) copies, signed by the Clerk of Council and authenticated by the seal of the City, if any. The Clerk of Council shall forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Ohio Secretary of State. The Clerk of Council shall provide notice of this annexation in writing, along with a copy of the map/plat/legal description, to the Board of Elections of Warren County within thirty (30) days

after it becomes effective. The Clerk of Council shall do all other things with respect to the action taken by this Resolution as may be required by law.

Section 3. All formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council, and all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED: May 18, 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 a resolution passed by that body on May 18, 2026.

\_\_\_\_\_  
Khristi Dunn, Clerk of Council

PETITION FOR ANNEXATION – EXPEDITED TYPE 1

We, the undersigned, being all of the owners of real estate in the territory hereinafter described, hereby petition for the annexation of the following described territory to the City of Franklin, Warren County, Ohio, being filed under Sections 709.021 & 709.022 of the Revised Code of Ohio. Petitioners have attached hereto and made a part of this petition a legal description of the perimeter of the territory sought to be annexed, marked as Exhibit "A". The number of owners of real estate as defined in R.C. 709.02 in the territory is three (3) and the number of petitioners signing this Petition is three (3). All petitioners have been authorized to sign this Petition. The described territory is contiguous with the City of Franklin, Ohio.

Petitioners have attached hereto and made a part of this petition, an accurate map of the territory sought to be annexed, labeled "Map of Area to Be Annexed to the City of Franklin, Ohio" and marked Exhibit "B".

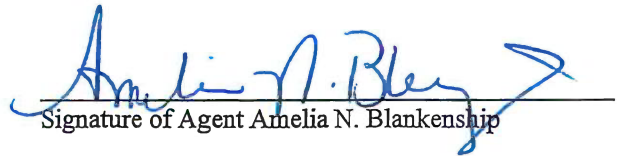
Petitioners have also attached hereto and make a part of this Petition a certified copy of the Annexation Agreement dated December 2, 2025, between the Board of Trustees of Franklin Township and the Council of the City of Franklin, Ohio with respect to the described territory, marked as Exhibit "C". Petitioners have also filed a list of all parcels adjacent to and across the road from the annexation territory in accordance with R.C. 709.02 (D).

Amelia N. Blankenship, of Bricker Graydon Wyatt LLP, Annexation Attorney for City of Franklin, is hereby appointed agent for the undersigned Petitioners as required by Revised Code Section 709.02(C)(3), with full power and authority hereby granted to said agent to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this Petition. Said amendment, alteration, change, correction, withdrawal, refile, substitution, compromise, increase or deletion or other things or action for granting of this Petition shall be made in the Petition, description and plat by said agent without further expressed consent of the Petitioners.

RECEIVED

2025 FEB 23 PM 3:00

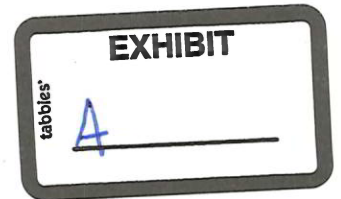
WARREN COUNTY  
COMMISSIONERS

  
Signature of Agent Amelia N. Blankenship

2 East Mulberry Street; Lebanon, OH 45036  
Address

513-870-6579  
Phone Number

ablankenship@bricker.com  
Email Address (if applicable)



**"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY."**

SIGNATURE OF PETITIONER, NAME, AND ADDRESS

DVAF, LLC  
3675 ANTHONY LANE  
FRANKLIN, OH 45005

HDC VI, LLC  
0 BEAL RD  
FRANKLIN 45005

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*R Todd Henderson*

*R. Todd Henderson*

*Sole owner*

*Feb 4 2026*

THE ROBERT TODD HENDERSON REVOCABLE TRUST  
0 BEAL RD  
FRANKLIN 45005

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*R. Todd Henderson*

*R Todd Henderson*

*Trustee*

*Feb 4 2026*

**"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY."**

SIGNATURE OF PETITIONER, NAME, AND ADDRESS

DVAF, LLC  
3675 ANTHONY LANE  
FRANKLIN, OH 45005

HDC VI, LLC  
0 BEAL RD  
FRANKLIN 45005

Timothy E DeHart  
Signature

\_\_\_\_\_  
Signature

Timothy E DeHart  
Printed Name

\_\_\_\_\_  
Printed Name

President  
Title

\_\_\_\_\_  
Title

2/6/26  
Date

\_\_\_\_\_  
Date

THE ROBERT TODD HENDERSON REVOCABLE TRUST  
0 BEAL RD  
FRANKLIN 45005

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Date: November 10, 2025  
 Description: 118.9524 Acres  
 To be annexed to the City of Franklin  
 Location: Franklin Township  
 Warren County, Ohio



Situated in Section 24, Town 3, Range 4, Between the Miamis, Franklin Township, Warren County, Ohio and being all of Robert Todd Henderson, Trustee of the Robert Todd Henderson Revocable Trust Agreement dated January 20, 2023 (46.4880 Acres) as recorded in Document Number 2025-008784; all of HDC VI, LLC (5.0021 Acres) as recorded in Document Number 2022-016629; and part of DVAF, LLC (73.518 Acres—Tract 4) as recorded in Official Record 5369, Page 794 of the Warren County Recorder's Office, containing 118.9524 acres and further described as follows:

Commencing at the northwest corner of Lot 1 of Rolling Acres Subdivision as recorded in Plat Book 3, Page 247 and being on the south line of Mark V. & Robyn A. Donisi (3.6089 Acres) as recorded in Document Number 2015-028715; thence, with the north line of said Rolling Acres Subdivision and the south line of said Mark V. & Robyn A. Donisi, South 81° 45' 51" East, 191.84 feet to the southeast corner of said Mark V. & Robyn A. Donisi and being the **True Point of Beginning**;

thence, from the True Point of Beginning thus found, departing said Rolling Acres Subdivision and with said Mark V. & Robyn A. Donisi extended, North 05° 35' 19" East, 655.97 feet to the centerline of Anthony Lane dedicated by Plat Book 6, Page 72 and being on its east terminus;

thence, departing the centerline of said Anthony Lane and through said DVAF, LLC (Tract 4), North 07° 35' 00" East, 593.42 feet to the southwest corner of DVAF, LLC (128.241 Acres—Tract 1) as recorded in Official Record 5369, Page 794 and being the southeast corner of DVAF, LLC (41.6442 Acres—Tract 3) as recorded in Official Record 5369, Page 794;

thence, departing said DVAF, LLC (Tract 3) and with said DVAF, LLC (Tract 1) extended, South 81° 05' 00" East, 2967.31 feet to a southwesterly corner of City of Springboro land (41.6234 Acres) as recorded in Official Record 3467, Page 335;

thence, with said City of Springboro land for the following three courses:

- 1) South 12° 21' 20" East, 673.17 feet;
- 2) South 41° 12' 42" East, 299.78 feet;
- 3) South 81° 32' 04" East, 653.48 feet to the northwest corner of Linda L. Eckert (1.868 Acres) as recorded in Document Number 2025-015696;

thence, departing said City of Springboro land and with said Linda L Eckert (1.868 Acres), South 06° 44' 15" West, 398.03 feet to the southwest corner of said Linda L Eckert (1.868 Acres) and being on Linda L. Eckert (12.757 Acres) as recorded in Document Number 2025-015698;

thence, departing said Linda L Eckert (1.868 Acres) and with said Linda L Eckert (12.757 Acres) extended, North 81° 19' 12" West, 1444.68 feet to the northwest corner of Jacqueline S. & Gary A. Matthews (4.380 Acres—Parcel II) as recorded in Official Record 5908, Page 56;

thence, with said Jacqueline S. & Gary A. Matthews (Parcel II) and Jacqueline S. & Gary A. Matthews (3.623 Acres—Parcel I) as recorded in Official Record 5908, Page 56, South 04° 58' 28" West, 1576.65 feet to the southwest corner of said Jacqueline S. & Gary A. Matthews (Parcel I) and being on the centerline of Beal Road (60' R/W);

thence, departing said Jacqueline S. & Gary A. Matthews (Parcel I) and with the centerline of said Beal Road for the following two courses:

- 1) South 81° 23' 39" West, 426.27 feet;
- 2) North 65° 32' 16" West, 297.16 feet to the southeast corner of Shawn M. & Tonya M. Acrey (6.8875 Acres) as recorded in Document Number 2015-027196;

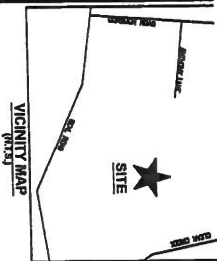
thence, departing the centerline of said Beal Road and with said Shawn M. & Tonya M. Acrey for the following three courses:

- 1) North 04° 58' 27" East, 847.92 feet;
- 2) South 85° 01' 33" East, 244.50 feet;
- 3) North 04° 58' 27" East, 756.31 feet to the northeast corner of said Shawn M. & Tonya M. Acrey;

thence, with said Shawn M. & Tonya M. Acrey extended, North 81° 45' 51" West, 2163.04 feet to the **True Point of Beginning** containing 118.9524 acres of land, more or less to be annexed to the City of Franklin, Ohio.

Basis of Bearings: Assumed Meridian.

The above description was prepared from existing deeds and surveys of record and does not represent a boundary survey.



CITY OF FRANKLIN CLERK  
THIS PLAT WAS APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024

CITY CLERK \_\_\_\_\_

COUNTY COMMISSIONERS  
THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO  
DO HEREBY APPROVE THIS PLAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.  
COMMISSIONERS \_\_\_\_\_

COUNTY AUDITOR  
TRANSMITTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024, AT \_\_\_\_\_ M.  
COUNTY AUDITOR \_\_\_\_\_ DEPUTY \_\_\_\_\_  
FRANKLIN TOWNSHIP \_\_\_\_\_

COUNTY RECORDER  
FILE NO. \_\_\_\_\_  
RECORDED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024, AT \_\_\_\_\_ M.  
RECORDED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024, AT \_\_\_\_\_ M.  
RECORDED IN PLAT BOOK NO. \_\_\_\_\_ ON PAGE NO. \_\_\_\_\_  
FEB. \_\_\_\_\_

COUNTY RECORDER  
DEPUTY \_\_\_\_\_  
FRANKLIN TOWNSHIP \_\_\_\_\_

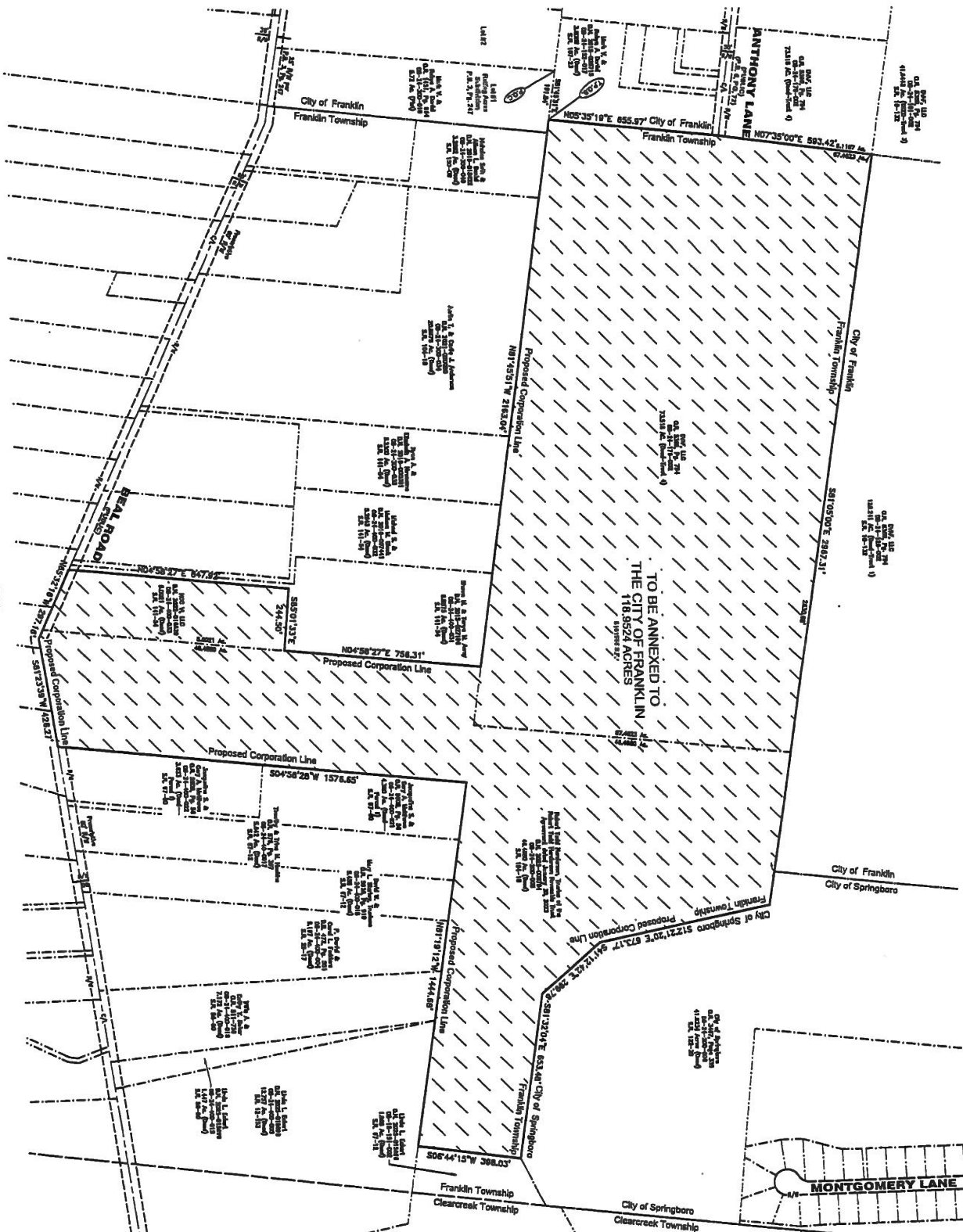
NOTES

1. BASIS OF FEES: ASSAILED RECORD.
2. DEED REFERENCES: OFFICIAL RECORD 2384, PAGE 734 DOCUMENT NUMBER 2023-00934
3. ALL DOCUMENTS USED AS SHOWN.
4. A CURRENT TITLE EXAMINATION REPORT IS NECESSARY TO DETERMINE ANY ADDITIONAL EASEMENTS, RESTRICTIONS, OR ENCUMBRANCES THAT MAY AFFECT THE LAND HEREIN PLATTED.
5. COMPANION LOTS WERE DETERMINED FROM DEEDS AND SURVEYS OF RECORD.

CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM DEEDS AND RECORDS AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME.

TROUBLE AT COUNCILS  
PROFESSIONAL SURVEYOR #8941  
DATE \_\_\_\_\_



ANNEXATION ACREAGE BREAKDOWN

TOTAL ACRES OF DEEDS	125,028.1 AC.
04-24-03-033	5,082.1 AC.
04-24-03-035	6,418.0 AC.
04-24-03-045	4,112.0 AC.
04-24-12-002 (PLOT TRACT #1)	4,112.0 AC.
TOTAL ACRES OF PROPOSED ANNEXATION TERRITORY	118,852.4 AC.
TOTAL ACRES OF RIGHT OF WAY	0.879 AC.

PERCENTAGE OF ANNEXATION TERRITORY  
CONTIGUOUS BOUNDARY WITH THE CITY OF FRANKLIN 41.01 FT  
CONTRIBUTY WITH THE CITY OF FRANKLIN 2.85%

LEGEND



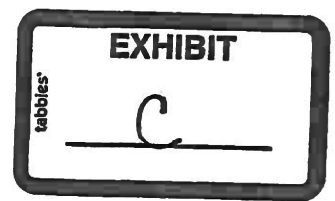
MAP OF AREA TO BE ANNEXED TO THE CITY OF FRANKLIN, OHIO  
118,852.4 ACRES  
SECTION 24, TOWN 3, RANGE 4 8TH  
FRANKLIN TOWNSHIP  
WARREN COUNTY, OHIO  
ANNEXATION PLAT

Item	Revision Description	Date	Drawn	Chk



DATE	11/10/23
SCALE	1" = 100'
PROJECT	23-0408 AX
DESIGNER	PHM
CHECKER	THE
DATE	11-10-23
SCALE	1" = 100'
PROJECT	23-0408 AX
DESIGNER	PHM
CHECKER	THE
DATE	11-10-23





## ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made by and between the **FRANKLIN TOWNSHIP BOARD OF TRUSTEES**, the legislative authority of and for Franklin Township, Warren County, Ohio ("Township"); and the **CITY OF FRANKLIN, OHIO**, the legislative authority of and for the City of Franklin, Warren County, Ohio ("City"); effective as of the date it becomes fully executed below ("Effective Date"), pursuant to Ohio Revised Code Section 709.192.

WHEREAS, the Township and City are political subdivisions located adjacent and contiguous to each other and having, to a certain extent, overlapping jurisdictions within Warren County, Ohio; and

WHEREAS, the Township and City (each a "party" or together the "parties") have cooperated in numerous matters in the past, including but not limited to, cooperation in the development and provision of services to citizens and properties within the Township and the City in order to foster and promote harmony and development within each of the parties' respective jurisdictional areas; and

WHEREAS, certain landowners have expressed a desire to pursue annexation of approximately 118.9524 acres of property located in the Township contiguous to the City, as more specifically identified in Exhibit A hereto ("Annexation Parcels"); and

WHEREAS, the annexation of the Annexation Parcels will, if successful, facilitate its orderly development, to the mutual benefit of both parties; and

WHEREAS, the City met during a public meeting on December 1, 2025, and adopted Resolution No. 2025-84 approving the terms of this Agreement, and authorizing the City Manager to execute this Agreement on behalf of the City; and

WHEREAS, the Township Trustees met during a public meeting on November 26, 2025, and passed Resolution No. 01-11262025 approving the terms of this Agreement.

NOW, THEREFORE, concerning the annexation of the approximately 118.9524 acres known as the Annexation Parcels, the Township and City agree as follows:

### ARTICLE I ANNEXATION AND LIMITATIONS

**Section 1.1: Designation of the Annexation Parcels.** This Agreement shall apply only to the annexation of the Annexation Parcels described in Exhibit A hereto.

**Section 1.2: Annexation of Annexation Parcels.** The Township, the City, and the undersigned property owners agree and consent to the annexation of the Annexation Parcels to the City in accordance with the terms of this Agreement.

**A. Procedure:** The petitioners for the annexation of the Annexation Parcels to the City shall file the annexation petition pursuant to and shall comply with the provisions of the 'Type 1' expedited

annexation procedure as contained in Sections 709.021 and 709.022 of the Ohio Revised Code. Any such annexation of the Annexation Parcels shall also comply with the terms of this Agreement.

**B. Scope of Petition:** The agent for the annexation petitioner(s) shall process the annexation of the Annexation Parcels under one annexation petition which includes the entirety of the Annexation Parcels.

**C. Cooperative Efforts:** Upon the filing of any petition for the annexation of the Annexation Parcels to the City in accordance with the terms of this Agreement, the Township and the City shall cooperate in good faith to facilitate the approval and success of such petition. In such an instance, each party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the Warren County, Ohio Board of Commissioners.

**D. De-Annexation:** If the Annexation Parcels are not developed, or in the process of being developed, by December 31, 2027, the City and Township will have the option to cooperate in de-annexation/detachment process to have all or a portion of the Annexation Parcels detached from the City.

## **ARTICLE II ZONING, UTILITIES, AND SERVICES**

**Section 2.1: City Responsibilities.** Upon completion of the annexation, as between the Township and the City, the City shall provide police and fire services, zoning, land use and building matters, including, land use, plan review, inspections, permitting, law enforcement, income tax collection and other municipal services, with the exception of utilities, to the Annexation Parcels. City may extend utilities to the Annexation Parcels if owner or developer incurs the cost of extension of water and sewer lines. "Land use and building matters" as used herein shall also include, but not be limited to, zoning, site plan approval, landscape plan approval, development standards, plan check review, permitting, civil engineering plan review, inspections, issuance of certificates of use or occupancy, storm water management, transportation, environmental and historic matters and any other rules, ordinances, regulations and enforcement pertaining to the development, construction, use and operation of any project on the Annexed Parcels. The Township shall have no further right, duty, or obligation with respect to any such matters as they pertain to the Annexation Parcels. If a street or highway will be divided or segmented by the boundary line between the Township and the City as to create a road maintenance problem, the City agrees as a condition of the annexation to assume the maintenance of that street or highway or to otherwise correct the problem.

**Section 2.2: Township Responsibilities.** The City shall not exclude the Township from any portion of the Annexation Parcel by initiating a change to the Township boundaries under Ohio Revised Code Section 503.07, so that the Annexation Parcels remain subject to the Township's real property taxes, with the possible sole exception of the Township's road and bridge millage which may only be levied in the unincorporated portion of the Township.

**Section 2.3: Zoning.** Upon the acceptance by City Council of the annexation, per Section 1115.03 of the City's Zoning Code, the annexation territory will be zoned in the same zoning district as land already within the City and adjacent to the land to be annexed. Within 3 months of annexation, Planning Commission shall recommend the appropriate zoning district to Council.

**Section 2.4: Limitations.** Nothing in this Agreement shall be construed as obligating either party to provide a particular service, level of service, or financial commitment. Such matters shall be left to the further mutual agreement of the parties if necessary.

### **ARTICLE III GENERAL PROVISIONS**

**Section 3.0: Support of Agreement.** In the event that this Agreement, or any of its terms, conditions, or provisions, are challenged by any third party or parties in a court of law, the parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

**Section 3.1: Signing Other Documents.** The parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, and to take such other actions as either party may reasonably request in order to effectuate the purposes of this Agreement.

**Section 3.2: Mediation.** In the event the parties have a dispute as to any of the terms of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any party filing a lawsuit. Each party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the parties. If a mediator has not been selected by the parties within sixty (60) days after one of the parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other party, then any of the parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the parties.

**Section 3.3: Default.** A failure to comply with the terms of this Agreement shall constitute a default hereunder. The party in default shall have ninety (90) days, after receiving written notice from the other party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Agreement or for damages or both; or may pursue such other remedies as may be available.

**Section 3.4: Amendments.** This Agreement may be amended only by a writing approved by the legislative authorities of all of the parties by means of appropriate legislation authorizing such amendment passed by each of the parties.

**Section 3.5: Immunities Preserved.** By entering into this Agreement, none of the parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Ohio Revised Code Chapter 2744.

**Section 3.6: No Personal Liability.** All covenants, obligations and agreements of the parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any party or any present or future member, officer, agent or employee of any party shall be liable personally by reason of the covenants, obligations or agreements of the parties contained in this Agreement.

**Section 3.7: Powers Preserved.** This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to townships under any provisions of the Ohio Revised Code, except as set forth herein.

**Section 3.8: Beneficiaries.** This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

**Section 3.9: Agreement.** The parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 of the Ohio Revised Code.

**Section 3.10: Liberal Construction.** The parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the parties to enter into annexation agreements, the parties further agree that this Agreement shall be liberally construed in order to facilitate the desires of each of the parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the parties allowed by Section 709.192 of the Ohio Revised Code.

**Section 3.11: Captions and Headings.** The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.

**Section 3.12: Counterparts.** This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

**Section 3.13: Governing Law and Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Warren County, Ohio.

**IN TESTIMONY WHEREOF,** the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on or as of the date identified below.

CITY OF FRANKLIN, WARREN COUNTY, OHIO

By: [Signature]

Jonathan Westendorf, City Manager

Date: 12/2/2025

FRANKLIN TOWNSHIP, WARREN COUNTY, OHIO

By: [Signature]  
Darryl Cordrey - Township Administrator

Date: 11/26/2025

APPROVED AS TO FORM:

By: [Signature]  
Ben Yoder, Law Director  
City of Franklin, Ohio

Date: 12/2/2025

APPROVED AS TO FORM:

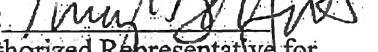
By: [Signature]  
APA, Legal Counsel  
for Franklin Township

Date: 12/10/25

R-25-80  
Exhibit A

**PROPERTY OWNER'S CONSENT AND AGREEMENT**

The undersigned Property Owner hereby acknowledges and agrees to the provisions of the foregoing Agreement and agrees to take such steps as may be reasonably necessary to affect the terms contemplated herein.

By:   
Authorized Representative for  
DVAFL, LLC DVAFL, LLC.

**PROPERTY OWNER'S CONSENT AND AGREEMENT**

The undersigned Property Owner hereby acknowledges and agrees to the provisions of the foregoing Agreement and agrees to take such steps as may be reasonably necessary to affect the terms contemplated herein.

By: R. Todd Henderson  
Authorized Representative for  
the Robert Todd Henderson  
Revocable Trust

**PROPERTY OWNER'S CONSENT AND AGREEMENT**

The undersigned Property Owner hereby acknowledges and agrees to the provisions of the foregoing Agreement and agrees to take such steps as may be reasonably necessary to affect the terms contemplated herein.

By:   
Authorized Representative for  
HDC VI, LLC

**EXHIBIT A**

Parcels Included in Annexation Territory:

#	Owner	Parcel Number	Account #	Acreage
1	DVAF, LLC	824176002	1407767	67.4623
2	Robert Todd Henderson Revocable Trust	824200005	1412507	46.488
3	HDC VI, LLC	824400033	1442599	5.0021
			Total	118.9524

CLERK OF COUNCIL CERTIFICATION OF ANNEXATION AGREEMENT  
BETWEEN CITY OF FRANKLIN AND FRANKLIN TOWNSHIP

I, the Clerk of Council of the City of Franklin, Ohio do hereby certify pursuant to Ohio Revised Code Section 709.022 as follows:

1. The Annexation Agreement between the City of Franklin and Franklin Township dated December 10, 2025, has been duly executed by the City of Franklin, following Franklin City Council passage of Resolution 2025-84.
2. The Annexation Agreement between the City of Franklin and Franklin Township dated December 10, 2025, has been duly executed by the Franklin Township Board of Trustees following passage of Franklin Township Resolution 01-11262025.
3. I hereby certify that the Annexation Agreement between the City of Franklin and Franklin Township is complete and fully executed by both parties.

City of Franklin, Ohio

By: Khristi Dunn  
Printed Name: Khristi Dunn  
Title: Clerk of Council

February 12, 2026

Parcels to Annex

DVAF LLC  
3677 Anthony Ln.  
Franklin, OH 45005  
0824176002

Henderson R Todd Trustee  
2705 W. Pekin  
Springboro, OH 45066  
0824200005

HDC VI LLC  
2705 W. Pekin Rd.  
Springboro, OH 45066  
0824400033

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Adjacent Parcels:

DVAF, LLC  
3677 Anthony Ln.  
Franklin, OH 45005  
0824126002, 0824101002

Kenneth R Lafferty  
3912 Anthony Ln.  
Franklin, OH 45005  
0824151006

Randy S Bishop  
3871 Anthony Ln.  
Franklin, OH 45005  
0824152010

Sandra L Donisi  
3833 Anthony Ln.  
Franklin, OH 45005  
0824152016

Cathi A Brooks  
3819 N. Anthony Ln.  
Franklin, OH 45005  
0824152013

Mark V & Robyn A Donisi  
3800 Beal Rd.  
Franklin, OH 45005  
0824152017, 0824300010

Nicholas S & Allison L Donisi  
3800 Beal Rd.  
Franklin, OH 45005  
0824300040

Justin T & Carlie J Anderson  
3720 Beal Rd.  
Franklin, OH 45005  
0824300034

Ryan & Elizabeth A Newsome  
3444 Beal Rd.  
Franklin, OH 45005  
0824300035

Michael S & Melissa M Black  
3440 Beal Rd.  
Franklin, OH 45005  
0824400032

Shawn M & Tonya M Acrey  
3436 Beal Rd.  
Franklin, OH 45005  
0824400031

David & Kelly Yukon  
3405 Beal Rd.  
Franklin, OH 45005  
0824400008

Ricky Lee & Cynthia B Alexander  
3389 Beal Rd.  
Franklin, OH 45005  
0824400019

Joyce M. Wilson  
3353 Beal Rd.  
Franklin, OH 45005  
0824400020

Patricia C Simpson  
3317 Beal Rd.  
Franklin, OH 45005  
0824400010

Jacqueline & Gary Matthews  
3280 Beal Rd.  
Franklin, OH 45005  
0824400022, 0824400021

Timothy & Trina Hoskins  
3250 Beal Rd.  
Franklin, OH 45005  
0824400017

Dan Fedders  
3160 Beal Rd.  
Franklin, OH 45005  
0824400004

Linda L Eckert  
3000 Beal Rd.  
Franklin, OH 45005  
0824400015, 0824400005, 0818151002

David W & Mary L Starkey  
3200 Beal Rd.  
Franklin, OH 45005  
0824400018

Willis A & Cathy V Baker  
3100 Beal Rd.  
Franklin, OH 45005  
0824400016

City Of Springboro  
320 W. Central Ave.  
Springboro, OH 45066  
0824200006

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# Resolution

Number 26-0299

Adopted Date March 03, 2026

APPROVING ANNEXATION OF 118.9524 ACRES TO THE CITY OF FRANKLIN,  
AMELIA N. BLANKENSHIP AGENT, PURSUANT TO OHIO REVISED CODE SECTION  
709.022 [A.K.A. EXPEDITED TYPE 1 ANNEXATION]

WHEREAS, this Board is in receipt of an annexation petition from Amelia N. Blakenship, Agent to annex 118.9524 acres to the City of Franklin filed on the 23<sup>rd</sup> day of February 2026; and

WHEREAS, said petition for annexation was filed pursuant to and specifically requests that the Board follow ORC §709.022 [a.k.a. Expedited Type 1 Annexation]; and

WHEREAS, said petition has been determined to contain the following matters required by law:

- Signatures of all of the property owners in the territory proposed to be annexed.
- Accurate legal description of the perimeter of the territory proposed to be annexed.
- Accurate map and plat of the territory
- Name of person or persons to act as the agent for the petitioners.

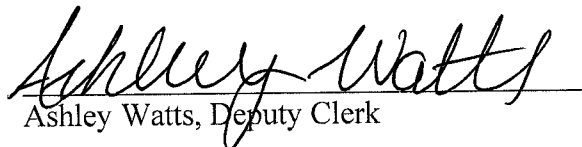
NOW THEREFORE BE IT RESOLVED, that the prayer of said petition be approved.

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mrs. Jones - yea  
Mr. Young - yea  
Mr. Grossmann - yea

Resolution adopted this 3<sup>rd</sup> day of March 2026.

BOARD OF COUNTY COMMISSIONERS

  
Ashley Watts, Deputy Clerk

/kh

cc: Amelia N. Blankenship Agent  
RZC  
Auditor \_\_\_\_\_  
City of Franklin

RPC  
Map Room  
Annexation file  
Franklin Township