



LEGISLATIVE COVER MEMO

Introduction: January 22, 2025

Agenda Item: **Resolution 2025-06**

AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND OTHER DOCUMENTS FOR THE CITY OF FRANKLIN'S PURCHASE OF CERTAIN REAL PROPERTY IDENTIFIED AS WARREN COUNTY AUDITOR'S PARCEL ID NUMBER 0431137017

Submitted by: Karisa Steed, Assistant City Manager/Econ. Development

Scope/Description: To allow the City Manager to execute a purchase and sale agreement for the City's purchase of 35 W 6th Street.

Budget Impact: \$220,000. The purchase of this real property described in this Resolution is expected to be in the best interests of the general welfare of City of Franklin residents by furthering economic development, growth, and stability in the City's downtown area.

Exhibits: Exhibit A: Purchase and Sale Agreement

Recommendation: Approval

CITY OF FRANKLIN, OHIO
RESOLUTION 2025-06

AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND OTHER DOCUMENTS FOR THE CITY OF FRANKLIN’S PURCHASE OF CERTAIN REAL PROPERTY IDENTIFIED AS WARREN COUNTY AUDITOR’S PARCEL ID NUMBER 0431137017

WHEREAS, Section 3.03(i) of the City Charter grants the Franklin City Council with the authority to acquire title or interest in real property;

WHEREAS, the City of Franklin desires to purchase a parcel of real property located in the City’s corporate boundaries, more particularly identified as Warren County Auditor’s Parcel ID number: 0431137017 (35 W Sixth Street) (the “Property”); and

WHEREAS, the current owners of the Property have agreed to sell the Property to the City for a total purchase price of \$220,000;

WHEREAS, the City of Franklin City Council finds it to be in the best interests of the City and its residents to proceed with the purchase of the Property for \$220,000, pursuant to the terms and conditions of the Purchase and Sale Agreement negotiated by the City and Property owners, attached as Exhibit A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of the members present concurring, that:

Section 1. The City Manager is authorized to execute a Purchase and Sale Agreement in substantially the same form as the agreement attached hereto as Exhibit A, along with all other documents necessary to consummate the City’s purchase of the Property.

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 Section 121.22 of the Ohio Revised Code, and the Rules of Council.

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

ADOPTED: January 22, 2025

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 January 22, 2025.

Khristi Dunn, Clerk of Council

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is made and entered into as of the date the last party has executed this Agreement (the “**Effective Date**”), by and between **THE CITY OF FRANKLIN, OHIO**, an Ohio municipal corporation having an address of 1 Benjamin Franklin Way, Franklin, Ohio 45005 (“**Buyer**”), and **PREVAIL SOFTWASH LLC**, an Ohio limited liability company, (the “**Seller**”). In consideration of the mutual representations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer (the “**Parties**”) covenant and agree as follows:

1. Purchase and Sale. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, the real property and all improvements thereon located at 35 W 6th Street, Franklin, OH 45005, and identified as Warren County Auditor’s Parcel ID No. 0431137017 and depicted on the attached **Exhibit A** (the “**Property**”). The Property includes all improvements, easements, rights-of-way and appurtenances belonging or in any way appertaining thereto, and all rights, licenses, privileges and benefits which relate thereto, of every kind, character and description, now existing or existing at the Closing (as defined below), whether tangible or intangible, real, personal or mixed.

2. Purchase Price. Buyer shall purchase the Property for a price of Two Hundred Twenty Thousand and no/100 Dollars (\$220,000.00) (the “**Purchase Price**”). The Purchase Price shall be paid at Closing by wire transfer, subject to adjustments set forth herein.

3. Due Diligence.

(a) Due Diligence Period. Buyer’s obligations hereunder are subject to Buyer being satisfied regarding the condition and suitability of the Property in all respects, in Buyer’s sole discretion. Buyer shall have the opportunity and right to inspect and investigate the Property’s condition and suitability for a period of up to sixty (60) days following the Effective Date (the “**Due Diligence Period**”). Buyer has the option to extend the Due Diligence Period up to one (1) time for an additional sixty (60) day period by giving written notice to Seller prior to expiration of the initial Due Diligence Period.

(b) Due Diligence Materials. Seller shall provide to Buyer within ten (10) business days after the Effective Date copies of (i) documents responsive to any diligence list previously provided by Buyer to Seller and (ii) all surveys, studies, architectural plans, topographical and engineering plans or studies, environmental reports, assessments, studies, tests, and analyses, soils tests, zoning information, current title work, subdivision and planned unit development plats, approvals and plans, TIF information and documentation, if applicable, and all other information studies, reports, permits, any correspondence related to any of the foregoing, and all other data and information relating to the Property, or any portion thereof, or any proposed development or operation thereof, which Seller has in Seller’s possession or control, which were prepared for or on behalf of Seller, or are readily available to Seller. If Seller fails to deliver any of the requested items required to be delivered to Buyer within the Due Diligence Period, then the Due Diligence Period shall be extended on a day-for-day basis (extended one business day for

each day of delay in receipt of the requested item or items) until Seller has delivered all such requested items and/or written statements to Buyer.

(c) Tests and Inspections. Buyer shall have the right during the Due Diligence Period to commence physical tests and inspections of the Property and to undertake any engineering, environmental, soils, or other studies on the Property (all at Buyer's sole cost); provided, however, Buyer shall give Seller reasonable advance notice of any proposed entry onto the Property for such purposes. Seller shall cooperate with Buyer in its Property inspections, and shall not unreasonably restrict Buyer's access to the Property during the Due Diligence Period. Matters subject to Buyer's review may include, by way of example and without limitation, title, surveys, review of physical conditions, financial feasibility, development costs, utility availability, sanitary and storm water facilities, soil and subsurface conditions, environmental conditions and restrictive covenants.

(d) Objections. If Buyer notifies Seller of any title defects, exceptions or survey objections (collectively, "**Objections**") prior to the expiration of the Due Diligence Period, Seller shall have ten (10) days from its receipt of such notice in which to either: (i) cure such Objection(s) or commit to cure them on or before the Closing Date; or (ii) notify Buyer in writing that Seller is unable or unwilling to cure such Objection(s). If Seller notifies Buyer that Seller is unable or unwilling to cure any Objection, Buyer shall have ten (10) days from its receipt of such notice in which to elect in writing to either: (i) accept such title as Seller is willing and able to convey; or (ii) terminate this Agreement, in which case the Parties will have no further obligations to one another.

(e) Assumption of Agreement. Seller shall deliver to Buyer a copy of any contracts, leases or agreements affecting or relating to the Property subject to this Agreement, and all amendments or modifications thereto, which Seller or its agents or affiliates have entered into in connection with or related to the ownership, development, construction, operation or use of the Property and of all guarantees and warranties extended or assigned to Seller in connection therewith which are currently in effect. Buyer shall inform Seller, not less than ten (10) days prior to the date of the Closing, which of the contracts and agreements delivered to Buyer, if any, that Buyer desires to have assigned to it by Seller. To the extent assignable, Seller shall assign to Buyer all of Seller's rights, title and interests in, to and under any and all such contracts and agreements so designated by Buyer, and Seller shall use commercially reasonable efforts to obtain any and all required consents to the assignments of such contracts and agreements prior to the date of the Closing. Any other such contracts and agreements not expressly assumed by Buyer shall be terminated by Seller prior to Closing, at Seller's sole cost and expense.

(f) Seller's Actions Prior to Closing. Notwithstanding the foregoing, Seller shall be responsible for causing all matters of a monetary nature arising from the act or omission of Seller to be released at or prior to Closing, including, without limitation, mortgages, judgment liens, mechanic's liens, penalties, and the like; and Buyer shall have no obligation to notify Seller that any such matters are objectionable or otherwise must be released prior to Closing.

(g) Buyer's Right to Terminate. Nothing in this Agreement shall be construed as imposing any limitations upon the reasons for which Buyer may decide not to purchase the

Property. Buyer shall have the right, in its sole discretion, for any reason or no reason, to terminate this Agreement by providing Seller with written notice of Buyer's decision to terminate at any time prior to the expiration of the Due Diligence Period and the parties shall thereafter have no rights or obligations with respect to one another under this Agreement except those which expressly survive Closing or termination hereof.

4. Closing; Closing Adjustments and Costs; Closing Documents.

(a) Closing Date. The closing of the purchase contemplated herein shall be on a date selected by the Parties that is no later than ten (10) days after the expiration or Buyer's earlier waiver of the Due Diligence Period (the "**Closing**"). The Closing shall take place at such time and place as is mutually agreed by the Parties.

(b) Closing Costs. At Closing, Buyer shall pay all transfer taxes. Seller shall pay all title examination fees and title insurance premiums necessary to provide Buyer with an owner's policy of title insurance from a title insurance company of Buyer's choice, insuring fee simple title ownership to the Property. The Seller shall pay costs associated with preparation of the General Warranty Deed, recording costs, and all other closing costs. Buyer and Seller shall each be responsible for the payment of their respective attorneys' fees and expenses.

(c) Prorated Real Estate Taxes. Buyer and Seller shall prorate all real property taxes and assessments related to the Property as of the date of Closing (collectively, "**Taxes**"), with the date of Closing being treated as the first day of ownership by Buyer. Seller shall be responsible for payment of all Taxes accruing prior to Closing. If the final tax bill for the Property is not available at Closing, the Taxes shall be prorated based upon the latest available tax duplicate(s) for the Property using the method customary in Warren County, Ohio.

(d) Deed. At Closing, Seller shall convey to Buyer good and marketable fee simple title to the Property by recordable General Warranty Deed, with release of dower where applicable, free and clear of all liens and encumbrances by any party claiming by, through or under Seller, except: (i) liens for Taxes not yet due and payable as of Closing; (ii) easements and restrictions of record; and (iii) governmental laws, restrictions and ordinances affecting the Property. Seller shall deliver exclusive possession of the Property to Buyer at Closing pursuant to the terms and conditions set forth herein.

(e) Other Closing Documents from Seller. At Closing, in addition to the above-referenced executed General Warranty Deed, Seller shall deliver to Buyer all documents that may be reasonably requested by the closing agent or title company to ensure that good and marketable title is transferred to Buyer including: (i) satisfactory evidence of the authority of the persons executing the conveyance documents to sign such documents and consummate the transaction on behalf of Seller, together with a certified resolution authorizing the transaction contemplated by this Agreement; and (ii) all other documents which may be reasonably required by the Title Company to insure Buyer of good and marketable title to the Property.

5. Seller Representations and Warranties. Seller hereby covenants, represents and warrants to Buyer, to the best of Seller's actual knowledge, as of the Effective Date and again as of the Closing Date:

(a) Authority. Seller has all requisite power and lawful authority to enter into and perform the obligations required of Seller under this Agreement, and for Seller to execute and deliver a General Warranty Deed conveying title to the Property to Buyer.

(b) Title to Property. Seller is the sole fee simple owner of the Property, or designated agent thereof, and has or otherwise can readily obtain good and marketable fee simple title to the Property subject only to ad valorem taxes, existing liens, easements, restrictions and other matters of record and zoning ordinances, and Seller is fully authorized to enter into this Agreement. Seller has not entered into any unrecorded agreements to lease, sell, mortgage or otherwise encumber or dispose of any interest in the Property, except for this Agreement. No person or entity has any right or option to acquire all or any portion of the Property subject to and described within this Agreement, other than Buyer pursuant to this Agreement and there are no recorded or unrecorded sale or purchase contracts, options, nor rights of first refusal, to which Seller is a party pertaining to or affecting the sale of the Property, or any part thereof. Seller is not a party to, and the Property is not subject to, any lease or agreement of any kind whatsoever, written or oral, with respect to the Property, other than this Agreement, and other matters of record as of the date of this Agreement.

(c) Possession. No party, person or entity is or will be in possession of the Property or any portion thereof, and, no party, person or entity has any interest in the Property, or any portion thereof, except Seller.

(d) Violations of Law. To Seller's knowledge (i) the condition of the Property does not and will not as of Closing violate any zoning, building, health, fire or similar statute, ordinance, regulation or code, and the Seller has not received any notice, written or otherwise, from any governmental agency alleging any such violations and (ii) Seller has received no notice of any unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.

(e) Litigation. Seller has not received notice of any action, suit or proceeding that is pending or threatened, before or by any judicial body, any governmental agency or authority, against or affecting all or any part of the Property.

(f) Condemnation. Seller has not received any notice of any pending and, to Seller's knowledge, there is not contemplated any eminent domain, condemnation or other governmental taking of the Property or any part thereof.

(g) All Required Actions Taken. All actions required pursuant to this Agreement and necessary to effectuate the transaction contemplated herein has been or will be taken promptly and in good faith by Seller and its representatives and agents.

(h) Protected Lands and Wetlands. To the best of Seller's knowledge (i) the

Property is not in violation of any federal, state or local archeological or historic preservation laws, other laws relating to Indian burial grounds, or federal, state or local environmental restrictions such as flood plain restrictions; and (ii) no portion of the Property is in violation of any restrictions because of the presence of endangered species on or in the vicinity of the Property, and Seller has no knowledge that any such restrictions are being contemplated by any federal, state or local body or agency having jurisdiction over the Property or any portion thereof. Further, Seller acknowledges that, to Seller's knowledge, no part of the Property is in a wetland designated by the United States Army Corp of Engineers or other federal state or local body or agency having jurisdiction over the Property or any portion thereof. To the best of Seller's knowledge, the Property is not located within an indicated flood plain that would adversely affect the Property.

(i) Compliance with Laws. Seller has received no notice of any violation of any applicable law (whether federal, state, county, city or otherwise, and whether statutory, common law or otherwise) regarding health or welfare, landfill and solid waste disposal, environmental protection, water and air pollution, composition of substances, Hazardous Materials (as defined below), occupational health and safety, and/or nuisance, trespass and negligence relating to the Property.

(j) Environmental. Seller has not generated, treated, stored, injected, deposited, dumped, placed, discharged or disposed of, and is not aware of any leakage, spillage or escape of Hazardous Materials in, under or upon the Property (above or below ground), or any portion thereof, or used any Hazardous Materials in or on the Property, or any portion thereof, in violation of any Environmental Laws; and no prior owner and no prior or current occupant generated, treated, stored, injected, deposited, dumped, placed, discharged or disposed of, and Seller is not aware of any leakage, spillage or escape of such Hazardous Materials in, under or upon the Property by Seller, or used any Hazardous Materials in or on the Property, or any portion thereof, in violation of any Environmental Laws; to the Seller's knowledge, no Hazardous Materials are present in, under or upon the Property, or any portion thereof; no portion of the Property has ever been used as a sanitary landfill or dump; no underground storage tank or tanks are located on or under the Property; and no Hazardous Materials or underground storage tanks are present in, under or upon any parcel of property adjacent to the Property. No environmental or other disclosure is required in connection with the transactions contemplated by this Agreement. For purposes of this Agreement, "**Hazardous Materials**" means and includes any waste material or other substance defined as hazardous in 42 U.S.C. Sec. 9601(14) or any related or applicable federal, state or local statute, law, regulation or ordinance, pollutants or contaminants (as defined in 42 U.S.C. Sec. 9601(33)), petroleum (including crude oil or any fraction thereof), any form of natural or synthetic gas, sludge (as defined in 42 U.S.C. Sec. 6903(26A)), radioactive substances, hazardous waste (as defined in 42 U.S.C. Sec. 6903(27)) and any other hazardous wastes, hazardous substances, contaminants or pollutants as defined or described in any of the Environmental Laws. For the purposes of this Agreement, "**Environmental Laws**" means all federal, state and local environmental laws, and any rule or regulation promulgated thereunder and any order, standard, interim regulation, moratorium, policy or guideline of or pertaining to any federal, state or local government, department or agency, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and

Health Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Marine Protection, Research, and Sanctuaries Act, the National Environmental Policy Act, the Noise Control Act, the Safe Drinking Water Act, the Resource Conservation and Recovery Act (RCRA), as amended, the Hazardous Material Transportation Act, the Refuse Act, the Uranium Mill Tailings Radiation Control Act and the Atomic Energy Act and regulations of the Nuclear Regulatory Agency, and all state and local counterparts or related statutes, laws, regulations, and order and treaties of the United States. Seller shall defend, indemnify, release and hold harmless Buyer from and against any and all damages, liabilities, costs and expenses (including reasonable attorney's fees) arising in connection with any release directly by Seller of Hazardous Materials occurring during Seller's ownership of subject Property. The obligations of Seller hereinabove provided shall survive Closing.

(k) Conduct Prior to Closing. From and after the Effective Date of this Agreement, and while this Agreement is in effect: (i) Seller will not enter into or amend any agreements affecting the Property subject to this Agreement, without the prior written consent of Buyer; and (ii) Seller will not solicit, initiate or negotiate a sale, lease or rights in or to all or any of the Property subject to this Agreement with any person other than Buyer.

The truth and accuracy of the foregoing representations and warranties shall be a condition precedent to the Closing. The provisions, warranties, representations, and agreements of this Section 5 and made pursuant to this Agreement shall survive Closing.

6. Risk of Loss. Seller agrees that it will deliver the Property to Buyer at Closing in substantially the same condition and repair as of the date of this Agreement. All risk of loss with respect to the Property shall remain with Seller until Closing.

7. Cooperation. Buyer and Seller shall cooperate fully with each other to carry out and effectuate the purchase and sale of the Premises in accordance herewith and the satisfaction and compliance with all of the conditions and requirements set forth herein. Wherever the approvals of Buyer and Seller as herein set forth are so required, such approvals shall not unreasonably be withheld.

8. Damage and Condemnation. If, at any time prior to Closing, all or any part of the Property is damaged by casualty, or taken or appropriated by virtue of eminent domain or similar proceedings, or is condemned for any public or quasi-public use, then Buyer may, in its sole discretion, terminate this Agreement and thereafter none of the Parties will have any further obligations hereunder. If Buyer terminates this Agreement in accordance with this provision, Seller shall be entitled to receive all insurance proceeds and/or condemnation proceeds payable for the affected portion of the Property. If Buyer instead elects to maintain this Agreement in full force and effect: (i) Buyer shall be entitled to receive all insurance proceeds and/or condemnation proceeds payable for that portion of the Property damaged or taken, and Seller shall execute such assignments or other instruments as are necessary to transfer such proceeds to Buyer; or (ii) Buyer shall receive a credit against the Purchase Price equal to the amount of the insurance or condemnation proceeds actually paid to Seller with any remaining proceeds to be transferred to Buyer at Closing.

9. Default. If, following the full execution of this Agreement, any Party defaults in the performance of its duties or obligations hereunder, or any material representation or warranty hereunder is otherwise untrue or incomplete, the following terms and conditions shall apply:

(a) If Buyer defaults on any obligation contained in this Agreement, Seller must give Buyer written notice of the default and a ten (10) day opportunity to cure said default. If Buyer remains in default following the ten (10) day cure period, Seller's sole remedy shall be to terminate this Agreement, and thereafter none of the Parties will have any further obligations hereunder.

(b) If Seller defaults on any obligations contained in this Agreement, Buyer must give Seller written notice of the default and a ten (10) day opportunity to cure said default. If Seller remains in default following the ten (10) day cure period, then Buyer shall have the right to: (i) pursue specific performance against Seller and recover from Seller all attorney fees or other costs incurred in connection therewith; or (ii) terminate this Agreement and recover all damages incurred by Buyer in connection with this Agreement and the Property.

10. Notices. Any notices delivered to a Party pursuant to this Agreement shall be delivered to the recipient-Party at the address listed below (or such other address that may be designated in writing by the Party following the Effective Date) by: (i) personal delivery; or (ii) or by a nationally recognized overnight courier service. A copy of the notice shall also be sent to the recipient-Party's designated e-mail address listed below (or such other e-mail address that may be designated in writing by the Party following the Effective Date). A notice properly addressed to the recipient-Party shall be deemed given and effective upon receipt by the recipient-Party.

IF TO SELLER:

Name: Prevail Softwash LLC
Attn: Joseph Horvath
Address: 5741 Bentwood Dr, Middletown, OH 45042
Email: _____

IF TO BUYER:

Name: City of Franklin
Attn: Jonathan Westendorf, City Manager
Address: 1 Benjamin Franklin Way, Franklin, Ohio
E-mail: jwestendorf@franklinohio.org

11. Brokers. The Seller and Buyer shall each be liable for and pay for their own respective attorneys, engineering, appraisal and other professional fees. Seller and Buyer each warrant and represent to the other that neither has engaged any real estate agent or broker in connection with the transaction contemplated by this Agreement.

12. Miscellaneous.

(a) Time is of the Essence. Time is of the essence with respect to the completion and fulfillment of all terms and conditions set forth in this Agreement. The time in which any act provided by this Agreement is to be done shall be computed by excluding the first day and including the last day, unless the last day is a Saturday, Sunday, or legal holiday, in which event the last day shall also be excluded.

(b) Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Ohio.

(c) Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the purchase and sale of the Property, and no other agreement, statement or promise made by any Party, or any officer, representative, employee or agent of any Party, whether express or implied, oral or written, that is not contained in this Agreement shall be binding or valid. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto, their respective heirs, legal representatives, successors and assigns.

(d) Counterparts and Amendment. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument. This Agreement may only be amended by written amendment signed by Buyer and Seller.

(e) Assignment. Buyer shall have the right to assign this Agreement to any entity or affiliated with Buyer without consent of Seller. In the event of such an assignment, all the terms and conditions of this Agreement shall be binding on the assignee and Buyer shall remain liable for performance of the assignee hereunder. All other assignments shall require the consent of Seller, which consent shall not be unreasonably denied or delayed.

(f) Headings and Captions. The several headings and captions of the Sections and Subsections used herein are for convenience or reference only and shall, in no way, be deemed to limit, define or restrict the substantive provisions of this Agreement.

(g) No Waiver. No failure by either Party to insist upon the strict performance of the other Party's obligation under any covenant, agreement, term or condition set forth herein, 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 Agreement, and each and every covenant, condition, agreement and term of this Agreement 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.

(h) Enforcement. If any term, covenant or condition contained in this Agreement is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, the rights and obligations of the Parties hereunder shall be construed and enforced

with such term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if such term, covenant or condition is totally invalid, illegal or unenforceable, the rights and obligations of the Parties hereunder shall be construed and enforced as if such term, covenant or condition was never contained herein, and all other terms, covenants and conditions set forth in this Agreement shall continue on, unchanged.

[signature page follows]

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

BUYER:

CITY OF FRANKLIN, OHIO

Jonathan Westendorf, City Manager
Date: _____

Approved as to form:

Benjamin Yoder, Law Director
Date: _____

SELLER:

PREVAIL SOFTWASH LLC

Name: _____
Title: _____
Date: _____

EXHIBIT A
THE PROPERTY

