



LEGISLATIVE COVER MEMO

Introduction: June 2, 2025

Agenda Item: **Resolution 2025-30**

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 0431137007

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 510 S. River Street.

Budget Impact: \$110,000. 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 2025-30

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 0431137007

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: 0431137007 (510 S. River 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 \$110,000;

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 \$110,000, 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: June 2, 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 June 2, 2025.

Khristi Dunn, Clerk of Council

REAL PROPERTY PURCHASE AGREEMENT

This **REAL PROPERTY PURCHASE AGREEMENT** (this “Agreement”) is made and entered into as of June __, 2025 (the “Effective Date”), by and between **M.A.T.H. Investments LLC**, an Ohio limited liability company (“Seller”) and **The City of Franklin, Warren County, Ohio**, an Ohio municipal corporation whose address is 1 Ben Franklin Way, Franklin, Ohio 45005 (“Buyer”), upon the following terms and conditions:

1. **The Property.** The “Property” consists of the real property located at 510 S. River St., Franklin, Ohio 45005, and identified as Warren County parcel number 0431137007, together with any and all improvements now existing or hereafter located thereon, and all rights, privileges, 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.** The purchase price (the “Purchase Price”) for the Property shall be One Hundred Ten Thousand and No/100 Dollars (\$110,000.00) and shall be paid by Buyer to Seller on the Closing Date (as defined below) by wire transfer of immediately available funds to such account as Seller may designate, subject to prorations and credits as provided herein.

3. **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 twenty (20) days following the Effective Date (the “Due Diligence Period”).

(a) 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.

(b) 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 elect 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.

(c) 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.

(d) 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. Closing of the sale of the Property (the "Closing") shall take place at such time and place as is mutually agreed by the Parties that is no later than five (5) days after the expiration or Buyer's earlier waiver of the Due Diligence Period (the "Closing Date").

(b) Closing Costs. At Closing, Buyer shall pay all transfer taxes and title examination fees and title insurance premiums necessary to provide Buyer with an owner's policy of title insurance insuring fee simple title ownership to the Property. Buyer and Seller shall equally divide the 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) Real Property Taxes. All real property ad valorem taxes, and assessments against or on the Property shall be prorated between Seller and Buyer as of the Closing on a calendar year or fiscal year basis, whichever is appropriate. All real property ad valorem taxes and assessments against or on the Property for any year prior to the year of closing shall be paid by Seller at closing.

(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; (iii) governmental laws, restrictions and ordinances affecting the Property; and (iv) liens where Seller has delivered sufficient funds to the title company to satisfy the liens, but the lien has not yet been removed.

(e) Possession. Seller shall deliver exclusive possession of the Property to Buyer on the Closing Date pursuant to the terms and conditions set forth herein.

(f) Other Closing Documents from Seller. At Closing, in addition to the above-referenced 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.

5. Representations, Warranties and Covenants of Seller. 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) Seller possesses full right, power and authority to execute, deliver and perform this Agreement, and when executed Seller shall be lawfully bound pursuant to the terms, covenants and conditions of this Agreement.

(b) Seller has and will have on the Closing Date good and marketable fee simple title to all of the Property, and the same are or will be unencumbered at Closing, except for matters to which Buyer has specifically approved in writing.

(c) 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.

(d) No party other than the Parties to this Agreement will be in possession of the Property on the Closing date.

(e) No mechanic's lien, materialman's lien or lis pendens action affects the Property, and, as of the Closing, all taxes, sewer, water and other utility bills that are then due will be paid in full.

(f) There are not now, nor shall there be on the date of the Closing, any unrecorded easements, options, rights of first refusal or offer, leases, licenses, agreements relating to purchase or development of the Property, or other agreements of any kind encumbering the Property.

All representations and warranties of Seller contained in this Agreement shall be true, correct and complete as of the Closing Date as if they were made at such time and shall survive Closing.

6. Risk of Loss. All risk of loss with respect to the Property shall remain with Seller until the closing and delivery of the deed to Buyer.

7. Cooperation. Buyer and Seller shall cooperate fully with each other to carry out and effectuate the purchase and sale of the Property 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. Casualty and Condemnation. If at any time prior to the Closing Date, all or any part of the Property is damaged by fire or other casualty, taken or appropriated by virtue of eminent domain or similar proceedings, or is condemned for any public or quasi-public use, then Buyer may terminate this Agreement. If Buyer terminates this Agreement, then Seller shall be entitled to receive all insurance proceeds or condemnation proceeds paid for that portion of the Property damaged or taken. If Buyer elects to purchase the Property, then (a) Buyer shall be entitled to receive all insurance proceeds or condemnation proceeds paid for that portion of the Property

damaged or taken and not expended for repairs, or (b) if the insurance proceeds or condemnation proceeds have already been paid to Seller, then Buyer shall receive a credit against the Purchase Price equal to the amount of insurance proceeds or condemnation proceeds paid to Seller and not expended for repairs.

9. Default. If, following the full execution of this Agreement, either party defaults in the performance of its duties or obligations under this Agreement, or any representation or warranty hereunder is untrue or incomplete, then:

(a) If Buyer defaults on any obligations 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 thereafter remains in default, then Seller's sole remedy is to either (i) terminate this Agreement and thereafter neither party will have any further obligations hereunder, or (ii) pursue the remedy of specific performance; and

(b) If Seller is the party in default, Buyer must give Seller written notice of the default and a ten (10) day opportunity to cure said default. If Seller thereafter remains in default, then Buyer shall have the right to (i) to pursue specific performance against Seller; or (ii) pursue any other remedy available at law or equity.

10. Notice.

(a) Delivery. Any notice or consent authorized or required by this Agreement shall be in writing and (i) delivered personally, (ii) sent by a nationally recognized overnight carrier that guarantees next business day delivery, directed to the other party at the address set forth in this Paragraph 11 or such other parties or addresses as may be designated by either Buyer or Seller by notice given from time to time in accordance with this Paragraph 10.

To Buyer: City of Franklin, Ohio
Attn: Jonathan Westendorf
One Ben Franklin Way
Franklin, Ohio 45005

With a copy to: Austin W. Musser, Esq.
Bricker & Eckler LLP
amusser@bricker.com

To Seller: M.A.T.H. Investments LLC
Attn: Adam Coggeshall
4818 Cedar Brook Ct.
Liberty Township, Ohio 45011

A notice or consent given in accordance with this Paragraph 10 shall be considered received (i) one day after giving it to a nationally recognized overnight carrier, (ii) otherwise upon actual delivery (or rejection) at the address noted above or upon the addressee's (or its authorized agent's) written acknowledgement of receipt.

11. Real Estate Commission. 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. Benefit and Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their respective heirs, legal representatives, successors and assigns.

13. Time of the Essence. Time is of the essence for 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.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to the matters to which it pertains, and may be amended only by written agreement signed by both Buyer and Seller.

15. 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.

16. Drafting. This Agreement was drafted by Buyer for convenience purposes only, and shall not be construed for or against Seller on such basis.

17. Assignment. Buyer may assign this Agreement and all of its rights hereunder to any third party upon the provision of written notice to Seller of such assignment.

18. Execution of Agreement. This Agreement may be executed in any number of counterparts and signature to any counterpart shall constitute signature to all such counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have duly executed this Agreement as of the date first set forth above, but actually on the dates set forth below.

SELLER:

M.A.T.H. INVESTMENTS LLC, an Ohio limited liability company,

By: _____

Print Name: _____

Its: _____

Date: _____, 2025

BUYER:

CITY OF FRANKLIN, OHIO
an Ohio municipal corporation

By: _____

Jonathan Westendorf, City Manager

Date: _____, 2025

Approved as to form:

Benjamin J. Yoder, Law Director