

RESOLUTION NO. 2022-155
Special Meeting, September 28, 2022

**A RESOLUTION AUTHORIZING THE SALE OF THE TOWNSHIP'S
INTEREST IN REAL PROPERTY PURSUANT TO O.R.C. 505.10(A)(6)**

RECITALS

WHEREAS, the Board of Trustees of Franklin Township, Franklin County, Ohio, on behalf of Franklin Township (the "Township"), has an interest in title to a piece of real property by virtue of a deed of conveyance of record as Instrument No. 201409110120282 records of the Recorder's Office, Franklin County, Ohio (hereafter the "Premises"); and

WHEREAS, the Board of Township Trustees desires to sell, transfer, and convey the Township's interest in the Premises to NCJC Housing & Development Foundation (the "Buyer"), pursuant to its authority under Ohio Revised Code Section 505.10(A)(6); and

WHEREAS, the Buyer has offered to purchase the Township's interest in the Premises; and

WHEREAS, the Township desires to accept, transfer and convey the Premises to the Buyer based on the certain terms and conditions set forth within a Real Estate Purchase Agreement (the "Agreement") currently on file with the Township; and it is in the best interest of the Township and its residents to do so. (See Exhibit)

RESOLUTION

NOW THEREFORE, upon motion of (please check)

Horn Leezer Fleshman, seconded by Horn Leezer Fleshman, be it resolved by the Board of Trustees of Franklin Township (the "Board") that the following Resolutions be and hereby are adopted:

RESOLVED, that the Board hereby adopts and approves the form Agreement currently on file with the Township, together with any such changes therein and amendments thereto not inconsistent with this Resolution and not adverse to the Township. The Board hereby authorizes, empowers, and appoints, on behalf of the Board and the Township, Steve Mazer (the "Representative") to execute the

(continued on next page)

Agreement in substantially that form, along with any changes or amendments thereto, provided that the approval of those changes and amendments by the Representative and the character of those changes and amendments are not being inconsistent with this Resolution or adverse to the Township, and shall be evidenced conclusively by the Representative's execution of the Agreement.

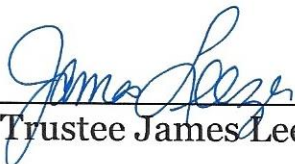
RESOLVED, that the Board hereby authorizes the Representative to take any and all action, and/or execute any and all documents, on behalf of the Township that are necessary for the Township to meet its obligations under the Agreement and to effectuate the sale, transfer, and conveyance of the Premises.

BE IT FURTHER RESOLVED, that the Board finds and determines that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board that resulted in such formal action were in meetings open to the public, in compliance O.R.C. 121.22, and with all legal requirements.


BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

Adopted: 09/28/2022

FRANKLIN TOWNSHIP BOARD OF TRUSTEES



Trustee James Leezer, 2022 Chair



Trustee Ralph Horn, 2022 Vice-Chair

Trustee John Fleshman

Attested on September 28, 2022 by:



Fiscal Officer Nick Dunn

REAL ESTATE PURCHASE CONTRACT

Date: SEPTEMBER 28, 2022

1. **PROPERTY DESCRIPTION:** Buyer offers to purchase from Seller the following described real property including, without limitation, all improvements, fixtures, appurtenant rights, privileges, and easements ("Property") located in the County of Franklin, and the State of Ohio known as: **1963 Harrisburg Pike, Grove City, Ohio 43123, being Franklin County Auditor Parcel No. 140-000527-00.**

2. **PRICE AND TERMS:** The purchase price is: **\$125,000.00**. Payable as follows: **Cash at closing.**

3. **ADDITIONAL TERMS:** **This contract may be assigned to an affiliate of Buyer at or before closing.**

4. **CONTINGENCIES:**

(a) **Environmental Inspection:** (This paragraph 4(a) not applicable if number of days not inserted.) Within ___ days after the acceptance hereof, Seller agrees to permit Buyer, Buyer's lender(s) and the qualified, professional environmental consultant of either of them to enter the Property to conduct, at the expense of Buyer, an environmental site assessment. Buyer agrees to indemnify the Seller from and against any physical damage to the Property arising out of any inspection performed on Buyer's behalf.

If such assessment is obtained and the consultant recommends further inspection to determine the extent of suspected contamination or recommends remedial action, Buyer, at Buyer's option, may notify Seller in writing, within the above-specified period, that the contract is terminated, but Buyer's obligations under this paragraph 4a shall survive. The parties agree that the Buyer's earnest money deposit shall be disbursed pursuant to paragraph 11.

(b) **Property Inspection:** (This paragraph 4(b) not applicable if number of days not inserted.) Buyer, at Buyer's expense, shall have ___ days after the acceptance hereof to have the Property and all improvements, fixtures, and equipment inspected. Seller shall cooperate in making the Property reasonably available for such inspection(s). Buyer agrees to indemnify the Seller from and against any physical damage to the Property arising out of any inspection performed on Buyer's behalf.

If Buyer is not satisfied with the condition of the Property as disclosed by such inspection(s), Buyer may terminate this contract by delivering written notice of such termination to Seller within the above specified period that the contract is null and void. The parties agree that the Buyer's earnest money deposit shall be disbursed pursuant to paragraph 11.

Buyer is aware that any reference to the square footage of the premises, both the real property (land) and improvements thereon, is approximate. If square footage is a material matter to the Buyer, it must be verified during the inspection period.

(c) Other Contingencies: Not Applicable.

(d) If Buyer does not give written notice to Seller within the time frames set forth above that the contingencies have been satisfied or that Buyer wishes to terminate this transaction, then the above contingencies are deemed to have been waived.

(e) Within this inspection period, Seller to provide for Buyer's review, any active and current service contracts related to this Property.

(f) Buyer shall be responsible for the repair of any damages caused by the Buyer's inspections and tests; repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

5. RENTS, INTEREST, CONDOMINIUM CHARGES, INSURANCE, UTILITIES AND SECURITY DEPOSITS: Adjustments shall be made through date of closing for: (a) rents; (b) interest on any mortgage assumed by Buyer; (c) condominium or other association periodic charges; (d) transferable insurance policies, if Buyer so elects; and (e) any community development charge applicable to the premises that was created by a covenant in an instrument recorded at Franklin County, Vol. ____/Page No. ____ or Instrument No. _____.
[Note: if the preceding blanks are not filled in and a community development charge affects the Property, this contract may not be enforceable pursuant to R.C. 349.07.] Security deposits, if any, shall be transferred to Buyer. Seller shall pay, through date of possession, all accrued utility charges and any other charges that are or become a lien.

6. FIXTURES AND EQUIPMENT: The consideration shall include fixtures owned by Seller including, but not limited to: heating, ventilating, air conditioning (HVAC) and humidifying equipment and their control apparatus, window coverings and awnings, internal wire for communication system, telecommunication wiring and cables, whether now in or on the Property or in storage, security systems and controls, smoke alarms and the following: **None.**

6.1 The following leased items shall be excluded: **None.**

7. DAMAGE OR DESTRUCTION OF PROPERTY: Risk of loss to the Property and appurtenances shall be borne by Seller until closing. If any part of the Property covered by this contract is substantially damaged or destroyed before this transaction is closed, Seller shall give a written notice to Buyer and/or Buyer's Broker that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the Property that has been damaged or destroyed. The written notice shall be delivered within forty-eight (48) hours from discovery of the event causing the damage or destruction. Buyer may (a) proceed with the transaction and be entitled to all insurance proceeds, if any, payable to Seller under all policies covering the Property, or (b) rescind the contract, by giving written notice to Seller and/or Seller's Broker within ten (10) calendar days after Broker has received written notice of such damage or destruction. If Buyer elects to rescind, then all parties are released from liability and the earnest money deposit shall be disbursed to Buyer pursuant to paragraph 11. Failure by Buyer to so notify Seller or Broker shall constitute an election to proceed with the transaction.

8. **CONDITION OF IMPROVEMENTS:** Buyer expressly agrees, understands, and accepts that the Property is being sold by the Seller in "as is, where is, and with all faults" condition, and with absolutely no representations or warranties of any kind, express or implied, arising out of the operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, tentability, or fitness for a particular purpose.

9. **EVIDENCE OF TITLE:** Star Title Agency LLC shall be the title company and escrow agent for this transaction. Seller shall furnish and pay for an owner's title insurance commitment and an ALTA owner's title policy in the amount of the purchase price. Within 15 days after acceptance the title company shall deliver to Buyer, a copy of the Commitment with copies of the source deed and all title exception documents. At closing, title evidence shall be certified to within thirty (30) days prior to closing with endorsement not before 8:00 a.m. on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association. The title evidence shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this contract; (c) zoning ordinances; (d) legal highways; and (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use, (or Buyer's intended use which is a **food bank and office space**). Buyer shall pay any additional costs incurred in connection with mortgage title insurance issued for the protection of Buyer's lender. If Buyer desires a survey, Buyer shall pay for it. Seller shall provide copies of any prior surveys. If title to all or part of real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions, or encroachments other than those excepted in this contract, Seller shall, within thirty (30) days after a written notice thereof, remedy or remove any such lien, etc. or obtain title insurance without exception therefore. In the event Seller is unable to remedy or insure against the defect within the thirty (30) day period, Buyer may declare this contract null and void. At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements or the deletion of any standard exceptions.

10. **TAXES AND ASSESSMENTS:** At closing, Seller shall pay or credit on purchase price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of contract and all agricultural use tax recouplements for years prior to the year of closing. At closing, Seller shall also pay or credit on purchase price all other unpaid real estate taxes that are a lien for years prior to closing and a portion of such taxes and agricultural use tax recouplements for year of closing, prorated through date of closing and based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. Seller has received no written notification from public authority or owners association of future improvements that would result in costs being assessed against the real estate. Real estate taxes and assessments are subject to retroactive change by government authority. The real estate taxes for the Property for the current tax year may change as a result of the transfer or as a result of a change in the tax rate.

11. EARNEST MONEY DEPOSIT: Within 3 days of the contract being fully executed, Buyer shall deposit with Star Title Agency LLC (the "Holder") earnest money of \$5,000.

11.1 Holder shall maintain the earnest money until one of the following occurs:

- (a) The transaction closes, at which time Holder shall disburse the earnest money to the closing agent or pursuant to the terms of the purchase contract;
- (b) The parties direct the Holder, pursuant to written instructions signed by both parties, how the earnest money is to be disbursed;
- (c) The Holder is directed by court order how the earnest money is to be disbursed; or
- (d) The earnest money becomes unclaimed funds, as defined in R.C. 169.02(M)(2). After providing notice as required by R.C. 169.03(D), Holder shall report the earnest money to the director of commerce, pursuant to R.C. 169.03, and remit the earnest money to the director.

11.2 If Holder holds the earnest money for two years, and the parties have failed to provide Holder with written instructions, signed by both parties, or a court order that directs Holder how to disburse the earnest money deposit, then Holder shall as soon as possible return the earnest money to Buyer without notice to Seller. If Holder cannot locate Buyer, Holder shall report the earnest money to the director of commerce, pursuant to R.C. 169.03, and remit the earnest money to the director.

11.3. The return of the earnest money deposit shall in no way prejudice the rights of Seller, Buyer or Broker in any action for damages or specific performance.

12. CLOSING AND POSSESSION: This contract shall be performed and this transaction closed on or before NOVEMBER 30, 2022 or within 20 days after all contingencies are removed if sooner unless the parties agree in writing to an extension. Buyer is entitled to possession at closing, subject to tenant's rights, if any, unless otherwise specified. At the time Seller delivers possession, the Property will be in the same condition as the date of acceptance of this contract, except as provided in the Damage or Destruction of Property paragraph 7, normal wear and tear excepted; and personal property not included in this contract and all debris shall be removed by Seller. At closing, Seller shall pay transfer taxes and deed preparation and shall convey to Buyer marketable title (as described in paragraph 9) to the real estate by deed in fee simple by transferable and recordable general warranty deed in fee simple, with release of dower, if any.

13. DISCLOSURES: This contract constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this contract shall be in writing, signed by Buyer and Seller and copies provided to them. This contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. If this contract involves Seller financing, it may not be assigned. Time is of the essence of all provisions of this contract. All provisions of this contract shall survive the closing.

13.1 Seller has not transferred, conveyed, or reserved any coal, oil, gas, or other mineral rights or interests in the Property, except for the following (none if nothing inserted): None.

13.2 The Buyer, during the period of this contract, will be given the opportunity to examine the Property and upon closing shall rely solely upon the Buyer's inspections and/or tests with reference to the condition, character, and size of the Property.

14. OHIO FAIR HOUSING LAW: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations;; refuse to negotiate for the sale or rental of housing accommodations;; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

15. 1031 EXCHANGE: If requested by either party, both parties will cooperate in effecting the transaction contemplated by this Agreement as a like kind exchange through a qualified intermediary in accordance with 1031 of the Internal Revenue Code. The party requesting the 1031 Exchange shall be solely responsible for the qualification of the transaction as a 1031 Exchange at no expense or delay to the other party.

16. PROVISIONS REGARDING THE BROKERS:

(a) Buyer is relying solely upon Buyer's own examination of the Property and inspections herein required, if any, concerning physical condition, character, size and suitability for Buyer's intended use. Buyer is not relying upon any representations by Broker(s).

(b) The parties acknowledge that Broker(s) have made no independent investigation to determine whether hazardous materials exist in, on or about the Property. Buyer and Seller understand that any such determination requires the expertise of a specialist in hazardous materials, the retaining of which is the responsibility of Buyer and/or Seller and not that of the Broker.

(c) The parties acknowledge that the purchase of any real estate encompasses many professional disciplines. While brokers possess considerable general knowledge, brokers are not experts on matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. For these reasons, the parties are encouraged to seek professional advice. If the brokers provide the parties with referrals for such advice, the parties acknowledge that the brokers do not warrant the services and/or products of those referrals.

(d) The parties acknowledge that there are no other Broker(s) involved in this transaction except as follows: **None.**

(g) Seller's broker shall receive a commission per the listing agreement.

17. CLOSING, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et seq., commonly known as "FIRPTA"). If either the sale price of the property exceeds \$300,000.00, or the Buyer does not intend to use the premises as a primary residence, then, at closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, required under FIRPTA signed under penalty of perjury, containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of FIRPTA. Buyer and its agents agree to keep Seller's social security number or other taxpayer identification number confidential.
18. HOLIDAYS AND WEEKENDS: Should any date of a period of time or deadline set forth in the contract expire upon a weekend or government observed holiday, that date shall automatically be extended to the next business day, unless otherwise noted in the contract.
19. MISCELLANEOUS: Not Applicable.
20. SIGNATURES: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. Only original, manual signed documents shall be valid for deeds or other documents to be delivered at closing. For the purposes of this provision, "contract documents" do not include voice mail or email messages.

[Remainder of page intentionally left blank.]

21. DURATION OF OFFER AND ACCEPTANCE: Buyer's offer shall be open for acceptance through 5:00 pm EST on OCTOBER 3, 2022.

Buyer:

NCJC HOUSING & DEVELOPMENT FOUNDATION

By: Kevin Hill Vice Pres.

Print Name: Kevin Hill

Title: Vice Pres.

Phone: 614-679-0574

Email: khill@ncjc.com

Seller accepts this offer on 9-28, 2022

Seller:

FRANKLIN TOWNSHIP BOARD OF TRUSTEES

By: Ralph Horn

Print Name: RAIph HORN

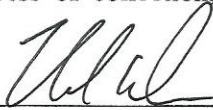
Title: V Chairman

Phone: 614-769-2835

Email: RHORN1610@GMAIL

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the amount required to meet the foregoing contract obligation has been lawfully appropriated for such purpose, and is in the treasury or in the process of collection, free from any outstanding obligation or encumbrance.

By: 
Nick Dunn, Fiscal Officer
Franklin Township, Franklin County, Ohio