

## RECORD OF PROCEEDINGS

Minutes of **MIFFLIN TOWNSHIP BOARD OF TRUSTEES** Meeting

OPS Center, 400 W Johnstown Rd, Gahanna OH 43230

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Held **January 13,** **2025**

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Chair Kevin Cavener called the Special Meeting of the Mifflin Township Board of Trustees to order at 12:00 p.m. with Vice Chair Jamie Leeseberg, Trustee Richard Angelou, Assistant Fiscal Officer Cynthia Lampkins, Police Chief David Briggs, Assistant Fire Chief Scott Davis, and Deputy Fire Chief Tom Lee present. Administrative Communications Coordinator Becky Swingle also attended. Fiscal Officer Kelly Cararo was absent.

Chief Briggs requested a resolution to proceed with the submission of the question of levying an additional tax in excess of the ten-mill limitation for the purpose of police services pursuant to Ohio Revised Code Section 5705.19(J) (Additional).

**Res. 20-25 Adopt a resolution to proceed with the submission of the question of levying an additional tax in excess of the ten-mill limitation for the purpose of police services pursuant to Ohio Revised Code Section 5705.19(J) (Additional).**

Chair Cavener moved to adopt a resolution to proceed with the submission of the question of levying an additional tax in excess of the ten-mill limitation for the purpose of police services pursuant to Ohio Revised Code Section 5705.19(J) (Additional). Mr. Leeseberg seconded the motion. All voted yea. Motion carried.

Chair Cavener moved to go into a resolution to proceed with the submission of the question of levying an additional tax in excess of the ten-mill limitation for the purpose of police services pursuant to Ohio Revised Code Section 5705.19(J).o an Executive Session per ORC §121.22(G)(2) to consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property in accordance with section 505.10 of the Revised Code, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest. Mr. Angelou seconded the motion. All voted yea. Motion carried.

At 12:05 p.m., all attendees except Chief David Briggs went into an Executive Session. At 12:30 p.m., they came out of the Executive Session.

**Res. 21-25 Accept a commercial real estate contract for the purchase of township property on Stelzer Road.**

Chair Cavener moved to accept a commercial real estate contract for the purchase of township property on Stelzer Road. Mr. Leeseberg seconded the motion. All voted yea. Motion carried.

**Res. 22-25 Approve, if needed, a \$15,000 extension to the purchasing price of property at 4301 Johnstown Road.**

Chair Cavener moved to approve, if needed, a \$15,000 extension to the purchasing price of property at 4301 Johnstown Road. Mr. Angelou seconded the motion. All voted yea. Motion carried.





**MIFFLIN TOWNSHIP**  
**Peace. Safety. Welfare.**

**TRUSTEES SPECIAL MEETING AGENDA**

**Monday, January 13, 2025, 12:00 p.m.**

**OPS Center**

**400 W Johnstown Rd**

**2<sup>nd</sup> Floor, EOC Conference Room B**

1. Call Meeting to Order
2. Prayer and Pledge
3. Roll Call
  
4. Police
  - To discuss placing a police levy on the May 2025 ballot
  
5. Fire
  - Request to go into an Executive Session per ORC §121.22(G)(2) to consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property in accordance with section 505.10 of the Revised Code, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest.
  
6. Adjourn

Reminders:

1. January 20, 2025 – Martin Luther King, Jr. Birthday – Offices Closed
2. January 21, 2025 - Trustees Regular Meeting, 1:30 p.m., OPS Center
3. January 28 – Public Hearing, TIF Incentive District 1, 3:00 p.m., OPS Center
4. January 29 – 31, 2025, OTA Winter Conference & Trade Show, Greater Columbus Convention Center

RESOLUTION NO. 20-25

RESOLUTION TO PROCEED WITH THE SUBMISSION OF THE QUESTION OF  
LEVYING AN ADDITIONAL TAX IN EXCESS OF  
THE TEN-MILL LIMITATION FOR THE PURPOSE OF POLICE SERVICES  
PURSUANT TO OHIO REVISED CODE SECTION 5705.19(J)

(ADDITIONAL)

**WHEREAS**, the Board of Trustees of Mifflin Township, Franklin County, Ohio (the “Board”) created a police district pursuant to Ohio Revised Code Section 505.48 which consists of the unincorporated area of the Township (the “Police District”); and

**WHEREAS**, the Police District provides police services to the unincorporated portions of Mifflin Township, Franklin County, Ohio (the “Township”); and

**WHEREAS**, the Board is the taxing authority for the Police District; and

**WHEREAS**, on December 17, 2024, the Board passed a resolution declaring the necessity to levy a tax in excess of the ten-mill limitation pursuant to R.C. 5705.19(J), for the purpose of providing and maintaining motor vehicles, communications, other equipment, buildings, and sites for such buildings used directly in the operation of a police department, for the payment of salaries of permanent or part-time police, communications, or administrative personnel to operate the same, including the payment of any employer contributions required for such personnel under section 145.48 or 742.33 of the Revised Code, for the payment of the costs incurred by townships as a result of contracts made with other political subdivisions in order to obtain police protection, for the provision of ambulance or emergency medical services operated by a police department, or for the payment of other related costs pursuant to Section 5705.19(J) of the Ohio Revised Code. The sections of the Ohio Revised Code authorizing submission of the question of the tax are Sections 5705.03, 5705.19(J), 5705.191, and 5705.25; and

**WHEREAS**, on December 30, 2024, the Franklin County Auditor certified that:

1. The property tax revenue that will be produced with a 3.48 mill levy, assuming the taxable value of the Township remains constant through the life of the levy, is calculated to be \$250,000.
2. The total taxable value of the Township used in calculating the estimated property tax revenue is \$71,933,530.
3. The millage for the requested levy is 3.48 mills per \$1 per taxable value, which amounts to \$122 for each \$100,000 of the county auditor’s appraised value.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Mifflin Township, Franklin County, Ohio, two-thirds of all of the members elected thereto concurring, that:

**Section 1.** The Board desires to proceed with the submission of the question of an additional tax levy for the purpose of providing and maintaining motor vehicles, communications, other equipment, buildings, and sites for such buildings used directly in the operation of a police

department, for the payment of salaries of permanent or part-time police, communications, or administrative personnel to operate the same, including the payment of any employer contributions required for such personnel under section 145.48 or 742.33 of the Revised Code, for the payment of the costs incurred by townships as a result of contracts made with other political subdivisions in order to obtain police protection, for the provision of ambulance or emergency medical services operated by a police department, or for the payment of other related costs pursuant to Ohio Revised Code Section 5705.19(J).

**Section 2.** The additional levy shall be at the rate of 3.48 mills for each dollar of valuation, which amounts to \$122.00 for each \$100,000 of valuation, to the electors residing in the Police District (the unincorporated area of the Township only).

**Section 3.** The additional levy will be for a continuing period of time.

**Section 4.** The sections of the Ohio Revised Code authorizing submission of the question of the tax are Sections 5705.03, 5705.19(J), 5705.191, and 5705.25.

**Section 5.** The additional levy shall be placed upon the current year's tax list, commencing 2025, for collection in 2026 if approved by a majority of the electors voting thereon.

**Section 6.** The territory where the tax will be levied is the unincorporated area of the Township. The Township is located entirely within Franklin County.

**Section 7.** The question of such additional levy shall be placed upon the ballot of the primary election to be held on May 6, 2025, and submitted to the entire territory of Police District (the unincorporated areas of the Township).

**Section 8.** The Fiscal Officer is hereby directed to certify, not less than 90 days prior to the election, to the Board of Elections, Franklin County, Ohio, a copy of the resolution declaring it necessary to levy a tax in excess of the ten-mill limitation and a copy of this resolution, together with the certification of the Auditor, and to notify the Board of Elections to cause notice of election on the question of levying the tax to be given as required by law.

**Section 9.** It is found and determined that all formal actions of this Board of Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board of Trustees, and that all deliberations of this Board of Trustees and of any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

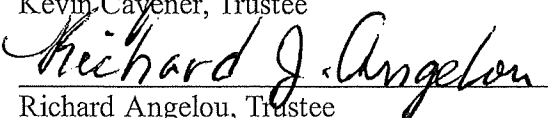
This Resolution shall take effect and be in force from and after the earliest time provided by law.

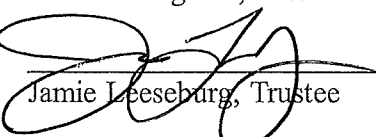
Adopted: January \_\_\_\_, 2025

**BOARD OF TRUSTEES  
MIFFLIN TOWNSHIP,**

FRANKLIN COUNTY, OHIO

  
Kevin Cayener, Trustee

  
Richard Angelou, Trustee

  
Jamie Leeseburg, Trustee

Attest and Certified

  
Kelly Cararo, Township Fiscal Officer

**FISCAL OFFICER CERTIFICATION**

The State of Ohio, Franklin County,

I, Kelly Cararo, Fiscal Officer of Mifflin Township, Franklin County, Ohio do hereby certify that the foregoing is taken and copied from the Record of the Proceedings of said Mifflin Township; that the same has been compared by me with the Resolution on said Record and that it is a true and correct copy thereof and further that I am duly authorized to make this certification.

Witness my signature, this \_\_\_ day of January, 2025.

  
Kelly Cararo, Township Fiscal Officer



Department of Commerce  
Division of Real Estate & Professional Licensing



## AGENCY DISCLOSURE STATEMENT

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: Parcel# 191-000046-00 and 191-000047-00 Franklin County Ohio consisting of 9.107+- acres

Buyer(s): Metro Development III LLC

Seller(s): The Board of Trustees of Mifflin Township

### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

### II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Danny Messmer and real estate brokerage The Messmer Company will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

- represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

### CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

[Signature] 1/14/25  
BUYER/TENANT DATE  
[Signature] 01/14/25  
BUYER/TENANT DATE

SELLER/LANDLORD DATE  
SELLER/LANDLORD DATE



# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

## As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

## As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licensees:** Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this: The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to: attorney or to:

Ohio Department of Commerce

Division of Real Estate & Professional Licensing

77 S. High Street, 20<sup>th</sup> Floor

Columbus, OH 43215-6133

(614) 466-4100

**Ohio**

**Department  
of Commerce**

Division of Real Estate  
& Professional Licensing





## COMMERCIAL REAL ESTATE PURCHASE CONTRACT

This Commercial Real Estate Purchase Contract (the "Agreement") is entered into this 14 day of January, 2025 by and between Metro Development III LLC, (the "Buyer"), and The Board of Trustees of Mifflin Township (the "Seller" and together with the "Buyer", collectively, the Parties").

### RECITALS

WHEREAS, Seller is the owner of certain real property consisting of approximately 9.107 +/- legal acres of Franklin County Tax Parcels 191-000046-00 and 191-000047-00 as generally shown on Exhibit A attached hereto and incorporated herein by reference, together with all privileges, easements, rights of way and appurtenant rights relating to or benefiting such land (the "Premises"); and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Premises upon the terms and conditions hereinafter set forth.

NOW, THEREFORE in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals hereto are incorporated herein as part of this Agreement.
2. Purchase Price: The Purchase Price shall be \$1,900,000.00 (the "Purchase Price").
3. Evidence of Title: Buyer shall pay for an owner's title insurance commitment and policy ALTA form B (1970 REV. 10-17-70 & REV. 10-17-84) in the amount of the Purchase Price from Westar Title Agency, LLC as agent for First American Title Company. Seller shall provide Buyer with a copy of its title insurance policy. The Title Commitment from Westar Title Agency, LLC as agent for First American Title Company (the "Title Company") shall be delivered to Buyer by Title Company within 30 days after the date of this Agreement. The Title Commitment shall be updated as of 8:00 a.m. on the day of Closing, all in accordance with the standards of First American Title Company, and shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or specifically assumed by Buyer; (b) those specifically set forth in this Agreement; (c) legal highways, and (d) covenants, restrictions, conditions, and easements of record as approved by Buyer. Buyer shall pay any additional costs incurred in connection with mortgagee insurance for the protection of Buyer's lender.

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 written notice thereof from Buyer, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction,

or encroachment, or obtain title insurance without exception therefore, or Buyer has the right to void contract. At Closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

4. Due Diligence Materials: Within ten (10) business days after the Effective Date, Seller shall deliver to Buyer or make available to Buyer complete and accurate copies of all documents and materials which Seller has in Seller's possession with respect to the Property, including but not limited to the title insurance policy, survey, soil reports, wetland evaluations, environment reports, tree surveys, utility information, traffic studies, and engineering reports.
5. Deed: Seller shall convey to Buyer marketable title in fee simple by transferable and recordable General Warranty Deed, or fiduciary deed, as appropriate, free, and clear of all liens and encumbrances not excepted by this Agreement.
6. Taxes and Assessments: On the date that the Parties close this transaction (the "Closing"), Sellers shall pay or credit on Purchase Price all delinquent taxes, including penalty and interest, all assessments which are a lien on the date of Closing and all agricultural use tax recoupments for years prior to the year of Closing. At Closing, Sellers shall also pay all other unpaid real estate taxes which are a lien for years prior to Closing and a portion of such taxes and agricultural use tax recoupments for the 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 Purchase Price. Real Estate Tax proration is final at Closing.

Seller warrants that no improvements or service (site or area) have been installed or furnished or notification received from public authority or owner's association of future improvement of which any part of the costs may be assessed against the real estate.

7. Survey: Buyer, at Buyer's expense, shall obtain an acceptable boundary survey of subject property, prepared by a licensed surveyor, showing dimensions and locations of all recorded easements affecting, or appurtenant to the Premises, and showing the legal description of the Premises, (the "Survey") within 60 days after the date of this Agreement.
8. Utilities: Buyer's agreement to purchase the Premises is contingent upon Buyer's satisfaction of the availability of standard utility connections for water, sanitary sewer, storm sewer, gas and electricity being located in a public street or right of way, or other form of public utility easement adjoining the subject Premises at the property line, within 90 days after the date of this Agreement. Said utilities shall be available in sufficient quantities and size for the development of the Premises without further cost to the Buyer except for the normal or standard costs of connection to such lines, which must be acceptable to the Buyer.
9. Feasibility: Buyer's agreement to purchase the Premises is also contingent upon Buyer having determined to its sole satisfaction, at Buyer's expense, that Buyer's intended development is financially feasible including, without limitation, Buyer's approval to all site preparation costs. Financial feasibility studies and all site preparation costs must be approved by Buyer within one year from the date of this Agreement.

10. Environmental Assessment: Buyer's agreement to purchase the Premises is also contingent upon Buyer receiving, at Buyer's expense, a satisfactory soils report and a satisfactory Phase 1 Environmental and Archaeological Study (Clear SHPO letter) and Wetlands Report, within 90 days after the date of this Agreement. Buyer shall have the right to enter upon the Premises at reasonable times to make such tests.
  
11. Annexation and Assemblage: Buyer's agreement to purchase the Premises is also contingent upon Buyer using commercially reasonable efforts to cause the Premises, to be annexed to the City of Columbus, with such annexation action by the City of Columbus being final and unappealable, within one year after the date of this Agreement. The Buyer shall, at Buyer's sole expense, prepare an annexation petition to the City of Columbus. The Seller shall sign the annexation petition and any other documentation necessary to annex the Premises to the City of Columbus. All costs and expenses in prosecuting the annexation will be borne by the Buyer. The Seller agrees that it cooperate with Buyer in such will not remove its name from the annexation petition and that it will continue to support the annexation to the City of Columbus through the entire process, including any appeal or court action. The Seller will provide affidavits for the presentation to the Franklin County Board of County Commissioners in support of the annexation and, if necessary, will testify at the request of the Buyer regarding the merits of the annexation. Nothing contained herein, however, shall require the Buyer to pursue any appeal or other litigation if annexation is denied by the Franklin County Board of County Commissioners.
  
12. Zoning & Permits: Buyer's agreement to purchase the Premises is also contingent upon Buyer obtaining: (i) a zoning and zoning compliance plan approval from all applicable authorities and satisfactory to Buyer; and (ii) Buyer obtaining all necessary permits, agreements, approval (site plan/building permits), within one year after the date of this Agreement or as may be extended by the Parties pursuant to Section 16 hereof.
  - a. Any and all costs related to the Buyer obtaining such zoning, zoning compliance plan approval, and/or variances (if necessary) and other permits, agreements, approvals, and licenses shall be borne by Buyer. To accommodate Buyer's efforts, Seller shall execute any applications as requested by Buyer and shall cooperate with Buyer in obtaining said approvals. Seller shall not be required to personally attend any meetings.
  
  - b. It is a condition precedent to Buyer's obligation to Close the purchase of the Premises that as of the date of Closing, the Premises shall not be subject to any governmental or quasi-governmental moratorium that prohibits Buyer from securing permits needed for the development, construction or occupancy of the proposed development of the Premises or causes Buyer to incur additional expense in developing the Premises. In the event of any such moratorium, Buyer shall have the right to terminate this Agreement.
  
  - c. Seller hereby grants to Buyer and its respective successors and assigns (including but not limited to county, township and city governments and/or public or private utility companies), non-exclusive, appurtenant easements upon, access under and over the Premises as is necessary for Buyer to obtain the decisions and approvals set forth in

this Agreement and will execute all documents necessary to provide evidence of such easements within ten (10) days of receipt.

13. Financing: It is a condition precedent to Closing on this transaction that the Buyer obtain financing satisfactory to Buyer in its sole discretion within one year after the date of this Agreement.
14. Closing: If all the above conditions, requirements and contingencies are either satisfied or waived (i.e., Sections 7 through 13) by Buyer, then Buyer and Seller hereby agree to Close this transaction within thirty days after the last item has been satisfied or waived (including the zoning referendum time period). If Buyer does not satisfy or waive all the conditions, requirements and contingencies set forth above within the allotted time periods and any extensions thereof, then this Agreement shall terminate and be of no further effect in law or equity and Buyer's Initial Deposit shall be immediately returned. However, if, after 12 months, the transaction has not closed (and Seller has not failed or refused to perform), the Initial Deposit shall become non-refundable.
15. Possession: Buyer shall be entitled to possession of the Premises on the date of Closing and transfer of General Warranty Deed.
16. Deposit: Within five days of execution of this Agreement by both Parties, Buyer shall deposit ("Initial Deposit") with Talon Title Agency LLC, (the "Escrow Agent"), a deposit in the amount of One Hundred Thousand Dollars (\$100,000.00) which shall be held in trust and disbursed as follows: (a) If Seller fails or refuses to perform, or if any of the Seller's or Buyer's contingencies are not fulfilled, the Initial Deposit (and any Additional Deposits) shall be returned to Buyer (b) upon Closing, the Initial Deposit (and any Additional Deposits) shall be applied to the Purchase Price, if applicable; (c) if Buyer fails or refuses to perform pursuant to the terms of this Agreement, the Initial Deposit (and any Additional Deposits) shall be retained by Seller as liquidated damages, which shall be Seller's sole remedy in law or equity. If this offer is accepted and Seller fails or refuses to perform, the Initial Deposit and any Additional Deposits shall be returned to Buyer. Such return of the Initial Deposit and any Additional Deposits shall not, however, in any way prejudice the rights of Buyer to bring an action for damages or specific performance.
17. Extension: In the event Buyer has not removed or waived all contingencies set forth in this Agreement within the time frames specified allotted in Sections 7 through 13, Buyer shall have the option to extend the time in which to remove or waive all of Buyer's contingencies, as set forth in Paragraphs 7 through 13, for two (2) 60-day extension periods by depositing with the escrow agent the sum of \$20,000.00 for each 60-day extension period required, and by giving written notice to Seller of the required extension. The Additional Deposit(s) shall be non-refundable and credited against the Purchase Price at Closing. All written notices by Buyer to Seller and Additional Deposits made by Buyer to Escrow Agent made shall be given to Seller prior to the end of the term that is being extended.
18. Disclosure: Buyer and Seller hereby acknowledge that Buyer is a licensed real estate broker in the State of Ohio, acting as principal.

19. Damage, Destruction or Eminent Domain: In the event that any portion of the Premises, or the personal property or improvements located thereon shall be damaged or destroyed by fire, environmental casualty or other casualty between the date of this Agreement and the date of Closing, Buyer shall have the option to: (a) elect to proceed to Close the purchase of the Premises in accordance with the terms of this Agreement, in which event the Buyer shall be entitled to all insurance proceeds received or receivable by the Seller as a result of such damage or destruction under any and all insurance policies covering that portion of the Premises so damaged or destroyed; or (b) elect to terminate this Agreement, in which event the Seller shall retain all insurance proceeds, the Initial Deposit (and any Additional Deposits) shall be returned to Buyer, and both Parties shall be released from further liability or obligation hereunder. Seller agrees that it shall give notice to Buyer of any such damage or destruction within ten (10) days after the occurrence thereof, and upon receiving of such notice, Buyer shall have 10 days within which to exercise such options granted herein. If Buyer fails to so exercise such options within said 10-day period, this Agreement shall terminate, and Buyer shall be released from further liability or obligation hereunder.

If, prior to the date of Closing, eminent domain proceedings shall be threatened or commenced against all or any part of the Premises, Buyer may: elect to proceed to Close the purchase of the Premises in accordance with the terms of this Agreement, in which event the Buyer shall be entitled to all payments payable to Seller on account of such taking as is applicable to the portion of the Premises being purchased; or (b) elect to rescind this Agreement, in which event the Initial Deposit (and any Additional Deposits) shall be forthwith returned to the Buyer and thereafter both Parties shall be released from all further liability or obligation hereunder. If Buyer elects to rescind the Agreement, it shall so notify Seller in writing within 20 days after Buyer has received written notice from Seller of such taking. Failure to so notify Seller shall constitute a termination of this Agreement, and Buyer shall be released from further liability or obligation hereunder. Seller represents and warrants that it has no knowledge of any threatened taking, which would affect, involve, or be adverse to the Premises.

20. Brokerage Commission and Transaction Costs: Buyer and Seller acknowledge that Buyer is represented by Danny Messmer of the Messmer Company. Buyer is responsible for payment of a 3.0% commission to the Messmer Company at closing. No other Brokers shall be involved in this transaction.

21. 1031 Exchange: If Buyer or Seller desires to make provision for the possibility of a Section 1031 like-kind exchange of real estate, each agree to cooperate, so long as neither party incurs additional expense or liability.

22. Notices: All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing, by electronic mail, or by overnight express delivery service, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by electronic mail, and when sent by overnight express delivery service, with receipt confirmed by recipient's signature, addressed as follows in case of Buyer and Seller, or to such other address as may be hereafter notified by the respective parties.



If to Seller: The Board of Trustees of Mifflin Township  
400 W Johnstown Road  
Suite 200  
Gahanna, OH 43230  
Attn:  
With a copy to: Brian P. Dunlevy  
Email: [Dunlevyb@mifflin-oh.gov](mailto:Dunlevyb@mifflin-oh.gov)  
With a copy to: Tom H. Lee  
Email: [Leet@mifflin-oh.gov](mailto:Leet@mifflin-oh.gov)

With copy to: Greenberg Traurig, LLP  
500 Campus Drive  
Suite 400  
Florham Park, NJ 07962  
Attn: Diane D. Reynolds  
Email: [diane.reynolds@gtlaw.com](mailto:diane.reynolds@gtlaw.com)

If to Buyer: METRO DEVELOPMENT III LLC - C/O Joe Thomas  
470 Olde Worthington Road, Suite 100  
Westerville, OH 43082  
Email: [jthomasjr@drkmetro.com](mailto:jthomasjr@drkmetro.com)

With copy to: Jill Tangeman, Esq.  
Vorys, Sater, Seymour, and Pease  
52 E. Gay ST.  
Columbus, OH 43215  
Email: [jstangeman@vorys.com](mailto:jstangeman@vorys.com)

23. Miscellaneous: Buyer has examined the Premises involved and, entering into this Agreement, is relying solely upon such examination with reference to the condition, character and size of land, improvements, and fixtures, if any. This Agreement constitutes the entire agreement and there are no representations, oral or written, which have been incorporated herein. Time is of the essence for all provisions of this Agreement. All provisions of this Agreement shall survive the Closing for a period of one year.

Each of the Parties hereby represents and warrants to the other that it has all requisite power to enter into this Agreement and to perform the terms, covenants and conditions hereof; that the execution and delivery of this Agreement has been duly authorized by all necessary persons or entities, and when executed and delivered, this Agreement will be a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, and that its

signatory is duly authorized and empowered to execute this Agreement on its behalf. Whenever a date specified herein shall fall on a weekend or legal holiday, the date shall be extended to then next business day. Buyer may assign all or part of this Agreement to allow for the purchase of all or part of the Premises by another entity. Notwithstanding and other provision of this Agreement, Seller agrees that Buyer's failure, at any time or from time to time, to perform Buyer's obligations hereunder may be inadvertent and the result of an oversight on Buyer's part. Therefore, as a precondition to declaring void or otherwise terminating this Agreement, Seller must give Buyer written notice of the alleged failure to perform Buyer's obligations hereunder, and if, within five (5) business days Buyer has corrected said alleged failure, then this Agreement shall remain in full force and effect as if the lapse or failure had never occurred. The utilization by Buyer of the curative privilege herein will in no manner or way affect the beginning or end of any contingency period described in this Agreement.

24. Law and Jurisdiction. The Parties agree that this Agreement shall be governed by the law of the State of Ohio. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be brought in any federal or state court located in the County of Franklin and State of Ohio.
25. Confidentiality and Non-Disclosure. The Parties hereto acknowledge that the terms of this Agreement are and shall remain confidential following full execution of the Agreement. The Parties hereto each hereby agrees (a) not to disclose the terms of this Agreement to any third party without the prior written consent of the other Party, and (b) to safeguard the terms of this Agreement with at least the same degree of care to avoid disclosure as such Party uses to protect its own proprietary and confidential information, which, in any event, shall be no less than reasonable care. Each Party may disclose the terms of this Agreement only to those of its employees, agents, lenders, brokers, and prospective purchasers who do or may need-to-know the same for the purpose of performing this Agreement and as otherwise required by law.
26. Duration of Offer: This Agreement shall be open for acceptance to 4:00 p.m., January 24, 2025.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

**“BUYER”:**

**Metro Development III LLC**

By: 

Name: R.S. Giller III

Title: President

**“SELLER”:**

**The Board of Trustees of Mifflin Township**

By: 

Name: Kevin Cavener

Title: Chairperson

**EXHIBIT A**  
**Real Property**

Approximately 9.107 +/- legal acres of real property located at  

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in Franklin County Tax Parcels 191-000046-00 and  
191-000047-00 as more specifically described below: