

CITY OF FRANKLIN, OHIO
RESOLUTION 2025-20

**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 0431132019**

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: 0431132019 (400 South Main 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: April 7, 2025

ATTEST: Khristi Dunn
Khristi Dunn, Clerk of Council

APPROVED: Brent W. Centers
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 April 7, 2025.

Khristi Dunn
Khristi Dunn, Clerk of Council

REAL PROPERTY PURCHASE AGREEMENT

This **REAL PROPERTY PURCHASE AGREEMENT** (this “Agreement”) is made and entered into as of April __, 2025 (the “Effective Date”), by and between **Malhotra Family, 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 in the City of Franklin, Ohio and identified as Warren County parcel number 0431132019, 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 Two Hundred Twenty Thousand and No/100 Dollars (\$220,000.00) and shall be paid by Buyer to Seller on the Closing Date 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 and Approval Period.** The obligation of Buyer to purchase the Property shall be conditioned upon the satisfaction of each of the following, either of which may be waived by Buyer in its sole and absolute discretion.

(a) Buyer, at Buyer’s expense, may obtain a title commitment satisfactory to Buyer and in favor of Buyer (the “Title Commitment”) from a national title insurance company of Buyer’s choice (the “Title Company”) with respect to the Property no later than thirty (30) days following the Effective Date hereof, in such amounts as may be determined by Buyer. The Title Policy shall insure in Buyer good and marketable fee simple title, free and clear of all liens and encumbrances and standard title policy exceptions, except as may be approved or deemed approved or accepted by Buyer hereunder. 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.

(b) Within ten (10) days after the Effective Date hereof, Seller shall deliver or cause to be delivered copies of the following documents and materials pertaining to the Property to the extent within Seller’s possession or control: leases, title commitments/policies, surveys, site plans and specifications, architectural plans, inspections, environmental/hazardous material reports, soils reports, governmental permits/approvals, tax information and utility letters, and other similar materials relating to the physical and environmental condition of the Property, and any other documents relating to the Property reasonably requested by Buyer (collectively, the “Seller Deliverables”). Buyer must be satisfied with the condition of the Seller Deliverables, including the terms of the leases for any and all tenants in the Property.

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

(a) Closing Date. Closing of the sale of the Property (the “Closing”) shall be held on a date to be selected by Buyer and Seller (the “Closing Date”), which date is intended to be within fifteen (15) days after Buyer’s receipt and approval of the Title Commitment.

(b) Closing Time and Place. The Closing shall be held on the Closing Date at a time and place that is mutually agreed upon by Buyer and Seller.

(c) Closing Costs. Buyer shall be responsible for all closing costs, including the recording fee for the deed, any stamp or transfer tax due with respect to the transfer of the Property, any closing or escrow fee associated with the transfer of the Property and all title examination fees and title insurance premiums necessary to provide Buyer with an owner’s policy of title insurance. Buyer and Seller shall each be responsible for the payment of their own attorneys’ fees and expenses.

(d) Limited Warranty Deed. On the Closing Date, Seller shall convey to Buyer good and marketable fee simple title to the Property by recordable deed of Limited Warranty, with release of dower rights, if applicable, (i) subject to easements, conditions and restrictions of record, (ii) zoning, building laws, and regulations, (iii) taxes and assessments not yet due and payable, and (iv) legal highways and rights of way, free and clear of all monetary liens and encumbrances.

(e) 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 Date 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.

(f) Rents and Security Deposits. All rents associated with any tenants in possession shall be prorated as of the Closing Date.

(g) Tenant Estoppel and Assignment of Leases. On the Closing Date, Seller shall deliver to Buyer tenant estoppel letters and assignments of leases, in a form prepared by Buyer, for each lease and each tenant in possession of the Property.

(h) Affidavit of Title. On the Closing Date, Seller shall deliver to Buyer an affidavit of title reasonably satisfactory to Seller and Buyer’s title insurance company, and any other documents that may reasonably be requested by the title insurance company to convey good title to the Buyer and provide a title insurance commitment free and clear of the so called “standard exceptions” other than those standard exceptions which the title company will only delete with an appropriate survey.

(i) Gap Indemnity. On the Closing Date, Seller shall deliver a title gap indemnity for title insurance purposes as may be required by the Title Company.

(j) FIRPTA. On the Closing Date, Seller shall deliver a certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder (collectively, the "**Code**"), which certification shall be signed under penalty of perjury.

5. Possession. Buyer shall be given possession of the Property at closing, subject to any leases disclosed by Seller pursuant to Section 3(b) hereof.

6. Tests, Engineering Studies and Inspections. Upon the execution of this Agreement, Buyer and any agent or representative of Buyer shall have the right, with reasonable notice to Seller, at any reasonable time prior to the Closing Date, to enter the Property to conduct any examinations, tests, and studies which Buyer deems appropriate. Any provision of this Agreement to the contrary notwithstanding, Buyer shall promptly repair any damage caused by Buyer or Buyer's agents or representatives resulting from the entry onto the Property of Buyer, its agents or representatives.

7. Representations, Warranties and Covenants of Seller. In order to induce Buyer to execute, deliver and perform this Agreement, Seller represents, warrants and covenants to Buyer that:

(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 Purchaser has specifically approved in writing. There are no encroachments of buildings or improvements on the Property from adjacent property and there are no encroachments of improvements from the Property onto the adjacent property; there are no boundary line disputes or other matters affecting title or the description of the Property.

(c) No lease or right to occupy or use the Property affects all or any part of the Property and no persons occupy all or any part of the Property, except as has been disclosed to Buyer in the Seller Deliverables.

(d) Seller has received no notice of any action, suit or proceeding that is pending or threatened before or by any judicial body or any governmental agency or authority, against or affecting all or any part of the Property.

(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) Seller has received no notice of any eminent domain or similar condemnation proceeding affecting all or any part of the Property is now pending or, threatened.

(g) No special assessment exists or is pending as to all or any part of the Property.

(h) Purchaser shall have sole possession of the Property on the date of closing except as disclosed in the Seller Deliverables.

(i) The Property is in material compliance with all applicable local, state and federal building code, zoning, land use and other laws.

(j) 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.

(k) The individual signing this Agreement on behalf of Seller has the authority to bind Seller to the terms hereof.

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.

8. 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.

9. Non-Assumption of Liabilities. Buyer shall not assume, pay or perform any liabilities or obligations of Seller of any kind whatsoever, known or unknown, contingent or accrued, including, but not limited to, any tort liabilities of Seller or any obligations of Seller with respect to any federal, state and local income, ad valorem, occupational or other taxes, resulting from, or in any way connected with, Seller's ownership or operation of the Property prior to the Closing Date.

10. 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 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.

11. 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.

12. 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 12 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 12.

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: Malhotra Family LLC

7500 Industrial Row Drive, Suite 300
Mason, Ohio 45040

A notice or consent given in accordance with this Paragraph 12 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.

13. 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.

14. 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.

15. Survival of Covenants. The terms, covenants, conditions, representations and warranties contained in this Agreement shall survive the closing and delivery of the deed.

16. Time of the Essence. Time is of the essence for this Agreement.

17. 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.

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

19. 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.

20. 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:

MALHOTRA FAMILY, LLC, an Ohio limited liability company,

By:

<i>Ramesh Malhotra</i>	dotloop verified 03/27/25 2:21 PM EDT GGUA-LPMX-IK08-OASU
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Print Name: Ramesh Malhotra
Its: Owner
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

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