

AN ORDINANCE NO. 23-22

Authorizing the City Manager to enter into a Purchase Agreement (Real Estate) with Punjasahib Investment Company for the purchase of certain real property located at 325 West Columbia Street, for an amount not to exceed \$2,000,000.00; and authorizing the City Manager, Law Director and the Director of Finance to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said Agreement to Purchase and to comply with all relevant local, state and federal legal requirements.

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WHEREAS, the City wishes to acquire certain real property located at 325 West Columbia Street, Springfield, Ohio, and more fully described in Attachment A to the Agreement attached to this Ordinance, to assist in the countywide effort to prevent and assist the homeless and displaced population; and

WHEREAS, acquiring this asset will permit the City to directly impact the population of displaced individuals and families in the City of Springfield, by ensuring safe shelter and centralized access to services that will directly affect the health, safety and welfare of the citizens of Springfield, Ohio, accomplishing a proper public purpose for the preservation of the public peace, health and safety; and

WHEREAS, this Commission finds that the purchase price of Two Million Dollars (\$2,000,000.00), utilizing funding allocated during the COVID-19 Pandemic, is a reasonable purchase price for the subject real property; NOW, THEREFORE:

BE IT ORDAINED by the City Commission of The City of Springfield, Ohio:

Section 1. That this Commission hereby adopts the findings set forth in the recitals to this Ordinance and makes them a part hereof.

Section 2. That the City Manager is authorized to enter into a Purchase Agreement (Real Estate) with Punjasahib Investment Company, a copy of which is attached hereto and is hereby approved, to purchase certain real property located at 325 West Columbia Street, for an amount not to exceed \$2,000,000.00.

Section 3. That the City Manager, Law Director and the Finance Director are authorized to perform all acts and execute all documents they consider necessary to fulfill the City's obligations under said Purchase Agreement and to comply with all relevant local, state and federal legal requirements.

Section 4. That this Ordinance shall take effect and be in force from and after fourteen (14) days from the date of its passage.

PASSED this 17th day of January, A.D., 2023.

Mcarran R. Copeland
PRESIDENT OF THE CITY COMMISSION

Gene R. Pierce
CLERK OF THE CITY COMMISSION

**Purchase Agreement
(Real Estate)**

This Agreement (the "Agreement") is made on _____, 2022 (the "Effective Date"), between The City of Springfield, Ohio ("Buyer"), an Ohio Municipal Corporation and Punjasahib Investment Company, an Ohio Corporation ("Seller") and is for the purchase of real property located in Springfield, Ohio and further described below.

1. Property Description:

- a. The Seller owns the following real property, known as "The Executive Inn" located at 325 W Columbia St., Springfield, OH 45504, consisting of Clark County, Ohio parcel numbers (collectively, the "Property"):
 - i. The Executive Inn, consisting of parcels:
 - 1. 340-070-003-5320-001;
 - 2. 340-070-003-5320-002;
 - 3. 340-070-003-5320-003;
 - 4. 340-070-003-5320-004;
 - 5. 340-070-003-5320-005;
- b. The Property is further described in "Attachment A" attached to this Agreement and included herein as if fully rewritten.

2. Purchase Price and Payment:

- a. Buyer agrees to pay Seller a sum of Two Million Dollars (\$2,000,000.00) (the "Purchase Price") for the Property;
- b. The Purchase Price will be paid as follows:
 - i. The Buyer will then certify the full Purchase Price to be paid in cash or certified funds on the date of closing.
 - ii. Buyer agrees to pay the actual settlement costs associated with this transaction.
- c. Seller is responsible for obtaining and utilizing a qualified intermediary if Seller is intending to close this transaction via a 1031 exchange, any services provided by a qualified intermediary are not considered settlement costs for the purposes of 2(b)(ii) above.
- d. Included in the Purchase Price are all fixtures (other than those which constitute Improvements), furniture, furnishings, equipment, machinery, tools, vehicles,

appliances, art work and other items of tangible personal property which are located at the Hotel and used exclusively in the Business, or ordered for future use at the Hotel as of the Closing, other than the Supplies, IT Systems, F&B, Retail Merchandise, Books and Records and Plans and Specifications (the "FF&E")

3. Closing:

- a. The closing of the purchase of the Property will occur on a date picked at Ohio Real Estate Title located at 1111 N Plum St., Ste 9, Springfield, Ohio.
- b. Buyer and Seller agree to execute all documents required and necessary for closing to complete.
- a. At closing, Seller will convey the Property to Buyer by General Warranty Deed(s) subject to existing easements. Possession of the Property shall be given to Buyer on the date of closing.
- c. Unless extended by agreement of the parties, the closing for the delivery of Seller's deed for the Property, payment of the purchase price, and delivery of any other instruments provided for in this Agreement, shall be held within a reasonable timeframe of the execution of this Agreement at a date, time and place in Springfield, Ohio, mutually agreeable to Buyer and Seller with a goal to close in January of 2023.
- d. Seller will provide copies and assist in the transfer of all leases currently active for entities leasing on the Property.

4. Taxes and Assessments:

- a. If there are any real property taxes or assessments due or delinquent at the time of the closing shall be paid at the closing out of the funds due to Seller.
- b. The taxes on the property shall be prorated up to the date of the closing and paid by Seller out of the funds due to Seller at closing.

5. Inspection:

- a. Buyer represents that its agents will have inspected the Property to the extent Buyer deems necessary and appropriate, and will rely solely upon its inspection and investigation of the Property for all purposes whatsoever, including, but not limited to, the determination of the condition of the soils, subsurface, drainage, surface and groundwater quality, and all other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments;

hazardous materials or other environmental contamination or hazards; acreage and other survey matters; and the character and suitability of the Property.

- b. There have been no other representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to Buyer by Seller or any employee or agent of Seller, except as specifically set forth in this Agreement.

6. Notice:

- a. Any notice required or permitted to be given to a party under this Agreement shall be deemed given if mailed by U.S. certified or registered mail, postage prepaid, addressed as indicated in this section.
- b. Either party may change its mailing address by written notice to the other party at its then-current mailing address.
- c. The Parties may agree to permit for notification via receipt confirmed email at email listed in this section.

To Buyer: The City of Springfield, Ohio c/o City Manager, Bryan Heck bheck@springfieldohio.gov 76 East High Street Springfield, Ohio 4550	To Seller: Avtar Singh, President: 441 Aberfelda Dr. Springfield, OH 45504 Singh937@aol.com 937-206-4674
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7. Assignment:

This Agreement shall not be assignable by either of the Parties without the written consent of the other party.

8. Property Maintenance:

- a. Until physical possession is delivered to the Buyer, Seller shall continue to maintain the Property including the grounds and improvements, in good condition.
- b. If, prior to closing, the real property or residue is damaged or destroyed by fire or other casualty and the properties are not repaired or restored by and at the Seller's expense, to the condition it was prior to the damage, Buyer may terminate this Agreement.
- c. Upon closing, Buyer shall be responsible for any risk of loss and for insurance for the Property.

9. Seller Covenants:

- a. **Information.** Seller covenants that they have no knowledge of any undisclosed information affecting the Property that has or would have a material adverse impact on the Buyer's ability to use, lease and operate the Property.
- b. **Legal Compliance.** Seller covenants that they have no knowledge of any past or continuing violation or alleged violation of any legal requirements affecting the Property.
- c. **Litigation.** Seller covenants that they have no knowledge of any litigation currently pending or threatened affecting the Property.
- d. **Other Agreements.** Seller covenants that there are no agreements or understandings, oral or written, with any other entity, or governmental authority affecting the Property would give rise to conflicting claims to the Property.
- e. **Liens and Debts.** Seller covenants that they are not aware of any undisclosed liens or debts currently existing on the Property that would affect the Property's conveyance.
- f. **Government Actions.** Seller covenants that they have no knowledge of any threatened or pending condemnation of eminent domain proceeding, special assessment, rezoning, moratorium or deed restrictions affecting the Property.
- g. **Authorization to Convey.** Seller covenants that they have the legal authority to bind Seller to this Agreement and to convey the Property to the Buyer.

10. Additional Clauses:

- a. **Severability.** In the event that any word, phrase, clause, sentence or other provision of this Agreement shall violate any applicable statute, ordinance, regulation or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement
- b. **Jurisdiction.** This Agreement shall be governed by the Laws of the State of Ohio.
- c. **Furniture and Fixtures.** Seller covenants that it will, included in the Purchase Price, leave all furniture and fixtures associated with the rooms on the Property.
- d. **Headings.** All headings and titles are for the convenience of the parties of this Agreement and shall not be considered a part of this Agreement.
- e. **Exhibits.** All Exhibits to this Agreement are incorporated by reference herein.
- f. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes any prior arrangements, written or oral.

Attachment A – Property Description

The property at 325 W Columbia St., Springfield, Ohio 45504 consists of the encircled blue area, more accurately depicted as follows:

3400700035320001	PUNJASAHIB INVESTMENT COMPANY	325 W COLUMBIA ST; SPRINGFIELD 45504	410 MOTELS AND TOURIST CABINS	0	Y	100
3400700035320002	PUNJASAHIB INVESTMENT COMPANY	30 N PLUM ST; SPRINGFIELD 45504	456 PARKING GARAGE STRUCTURE & LOTS	0	Y	100
3400700035320003	PUNJASAHIB INVESTMENT COMPANY	W COLUMBIA ST; SPRINGFIELD 45504	456 PARKING GARAGE STRUCTURE & LOTS	0	Y	100
3400700035320004	PUNJASAHIB INVESTMENT COMPANY	26 N PLUM ST; SPRINGFIELD 45504	456 PARKING GARAGE STRUCTURE & LOTS	0	Y	100
3400700035320005	PUNJASAHIB INVESTMENT COMPANY	22 N PLUM ST; SPRINGFIELD 45504	400 COMMERCIAL VACANT LAND	0	Y	100

