

Commercial Real Estate

# AUCTION

325 Carr Dr, Brookville, OH 45309



61,900 ± SF industrial building | 49,400 SF manufacturing | 12,500 SF office | 4.96 AC lot

**Published Reserve Price: \$695,000 (\$11.22/SF)**

Auction: June 15, 2021 from 11 a.m. (reg. @ 10 a.m.)

Open house Thursdays: May 27, June 3, June 10, from  
11 a.m.-12:30 p.m.

All open houses held on-site  
325 Carr Dr, Brookville, Ohio

<http://colliersauction.listinglab.com/325CARR>

OH Auctioneer, OH RE Salesperson: Mark Abood

Broker: Colliers International | OH RE Salesperson Todd Cochran and Joe Bauhof

**216.239.5060**

[www.colliers.com](http://www.colliers.com)



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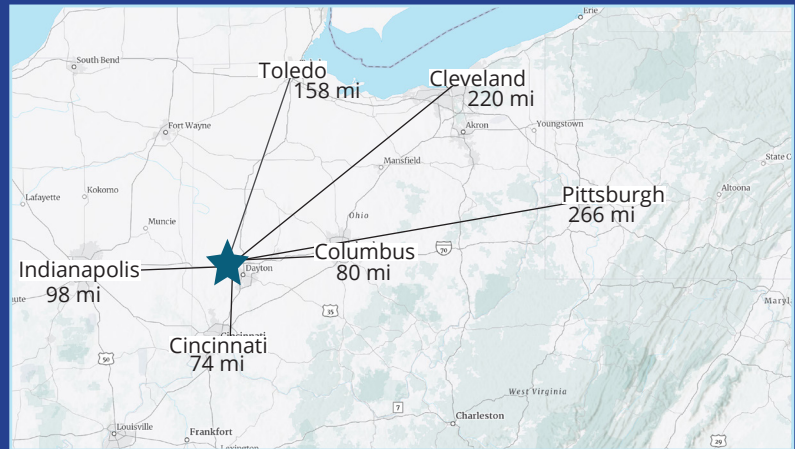
# 325 Carr Dr, Brookville, OH 45309



Located in the heart of Brookville, OH, this impressive 61,900+/- square foot, single-story industrial manufacturing facility was constructed circa 1973 and is situated on approximately 4.96+/- acres of land. The building was last home to a prominent engineering tenant and consists of roughly 49,000+/- sf of manufacturing including 2 drive-ins, 1 dock door and a 1-ton crane, as well as 12,500+/-sf of updated office space. 14-foot ceiling heights throughout. The building is served by both wet and dry sprinkler systems. Multiple entrances, cafeteria/breakroom as well as locker rooms for employees. The property's roof was replaced in 2016. 280 volts of power coming into the building. Zoned I-2 General Industrial in the county of Montgomery, Ohio. Located just 1.7 miles off I-70, 9 miles from Dayton International Airport, and 14 miles from the convergence of I-70/75. Short drives from multiple major cities such as Dayton, Cincinnati, Columbus, Indianapolis, and Cleveland. Perfect opportunity for a user or investor to acquire a clean, well-maintained industrial/manufacturing facility starting at only \$695,000, do not miss this once in a lifetime opportunity!



<b>Real Estate Tax Valuation:</b>	<b>\$1,751,000.00</b>
<b>Published Reserve Price</b>	<b>\$695,000.00</b>
<b>Permanent Parcel Number</b>	<b>C05-00501-0001</b>
<b>2020 Est. Tax Bill</b>	<b>\$52,595.14</b>
<b>Cashier's Check Required to Bid:</b>	<b>\$50,000.00</b>



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# Terms of Sale | June 15, 2021 | Auction

**AUCTION PROCEDURE AND FORMAT:** This is a live, public, open-outcry auction. To bid, a participant must be a registered bidder and must raise their hand, shout out their bid or notify a bidder's assistant of their bid. A bid shall not be valid unless or until the auctioneer recognizes the bidder and their respective bid. The authorized signatory of each bidder will be at the auction. The final High Bid will be accepted at the time and place of the auction provided such High Bid is equal to or greater than the Published Reserve Price (as may be reduced at any time during the Auction). The Auctioneer reserves the right to seek an opening bid below the Reserve Price. In the event the bidding level does not reach the Reserve Price, the High Bid will be considered an offer and the Property will be offered With Reserve, Subject to Acceptance. The final High Bid must be irrevocable until 4:00 P.M., Eastern Time, five business days after the actual date of auction. Pounding and knocking of a gavel is a common occurrence at an auction. Such occurrences shall not be deemed to indicate a sale or that a parcel has been sold unless or until the auctioneer announces verbally that said parcel has been sold.

**METHOD OF BIDDING:** THE ABOVE REFERENCED PARCEL SHALL BE OFFERED SUBJECT TO A PUBLISHED RESERVE PRICE/MINIMUM BID OF \$695,000.00. IN THE EVENT SUCH PUBLISHED RESERVE PRICE IS MET OR EXCEEDED, THE PROPERTY SHALL BE SOLD.

**BIDDER INFORMATION PACKAGE:** A Bidder's Information or Due Diligence Package must be obtained by all registered bidders prior to the auction. The Bidder's Information Package shall contain information pertaining to the property being offered, however, bidders should undertake to perform their own due diligence prior to the auction. **ATTORNEY REVIEW RECOMMENDATION:** All information contained in the brochure and all other auction-related material, such as the Bidder's Information Package should be carefully reviewed by an attorney prior to the auction and is subject to and may be superseded by the Real Estate Purchase Agreement to be signed at the auction and announcements made from the podium prior to the commencement of bidding.

**AUCTION REGISTRATION:** All participants interested in bidding at the auction shall register at the registration counter by providing the following items: (1) valid state issued identification; (2) proof that participant has inspected the Property; (3) presentation of certified or cashier's check in the amount of \$50,000.00 made payable to NORTHSTAR TITLE; and (4) an acknowledgment that the bidder has received, reviewed and understands the Terms of Sale, Purchase and Sale Agreement, Bidder's Information Package and is capable of closing if they are the successful bidder.

**REQUIREMENTS OF THE HIGH BIDDER:** The High Bidder in the auction shall be required to: (1) Immediately tender a certified or cashier's check in the amount of \$50,000.00 made payable to NORTHSTAR TITLE; (2) Execute the Purchase and Sale Agreement; (3) Execute the appropriate Ohio Agency Disclosure Forms and Property Disclosure Forms; and (4) Increase their money deposit to ten percent (10%) of the Purchase Price via wire transfer within five (5) days of the auction. In the event the High Bid meets or exceeds the Published Reserve Price, such money deposits shall immediately become non-refundable.

**NON-REFUNDABLE MONEY DEPOSITS:** All money deposits submitted by the successful high bidder shall become immediately non-refundable. This sale is not subject to Purchaser obtaining financing, any contingencies, inspections or other reasons except as noted herein. If Purchaser fails to perform within the time limitations specified, any and all money deposits shall be forfeited as liquidated damages. **TITLE AND ESCROW INSTRUCTIONS:** Title and Escrow services shall be provided by: Northstar Title, a Division of Stewart Title Services, 20445 Emerald Parkway, Suite 200, Cleveland, OH 44135; 216.920.2723; atn. Megan Moore; megan.moore@stewart.com. All money deposits shall be deposited with the Title Company. The total money deposit shall be increased to ten percent (10%) of the Purchase Price via wire transfer on or before June 22, 2021. Title and escrow fees and costs shall be split equally between the Seller and the Purchaser, with specific expense allocation set forth in the Purchase and Sale Agreement (a copy of which is included in the Bidder Information Package).

**CLOSING DATES:** The Closing Date shall be July 16, 2021 at the office of the Title Company. At such time, Purchaser shall tender or have already tendered the balance of the Purchase Price. **TIME IS OF THE ESSENCE IN THIS TRANSACTION.**

**BUYER'S PREMIUM:** A Buyer's Premium in an amount equal to Ten Percent (10%) of the High Bid shall be paid by the Purchaser and added to the High Bid amount in order to calculate the Total Purchase Price for all parcels in this auction. Purchaser acknowledges and accepts that such amount shall be added to the High Bid and such amounts shall be the responsibility of the Purchaser.

**FINANCING:** The Parcels offered at auction are not subject to or contingent upon the Purchaser obtaining financing.

**AGENCY DISCLOSURE:** AWS Commercial, LLC d/b/a Colliers International, OH RE Broker; Mark Abood, OH RE salesperson and OH Auctioneer, and Joe Bauhof, OH RE salesperson, all represent the Seller in this transaction.

**BUYER BROKER PARTICIPATION:** A Buyer Broker meeting the following requirements is eligible to receive an amount equal to one percent (1%) of the High Bid Amount paid by the Seller out of the Seller's proceeds at Closing. To qualify, the Buyer Broker must: (1) be an active licensed OH RE salesperson or broker in good standing; (2) register their client in writing via email to mark.abood@colliers.com on or before June 1, 2021; (3) attend a scheduled open house or property inspection with their client; (4) attend the auction with their client; and (5) their client must be the successful High Bidder and close on the sale of the property. No Buyer Broker will be recognized for a buyer who has previously contacted or been contacted by the Seller, their representatives or Auctioneer. Referral fees will be paid upon closing by Seller and receipt of all commissions by Auctioneer. No referral fees will be paid by the Seller, if the Buyer Broker, its agents, or a member of its immediate family is participating in the purchase of the property. An affidavit will be required certifying that the Buyer Broker is not participating in any way as a principal. No sub-agency shall be offered to any broker by Auctioneer. No oral registrations will be accepted. Buyer Brokers are hereby notified that the Seller has provided a dual commission arrangement for the sale of the property.

**CONDUCT OF THE AUCTION:** Neither Seller nor Auctioneer is permitted to bid at the auction. Conduct of the auction and increments of bidding are at the sole direction and discretion of the Auctioneer. Auction Day Announcements made from the podium supersede printed material. The Auction is open to registered bidders and invited guests. In the event of a dispute between bidders, the Auctioneer shall make the final decision to either accept the final bid, to re-offer/re-sell the property, or to remove the property from the auction. If any disputes should arise following the auction, the Auctioneer's records shall be conclusive.

**AS-IS CONDITION - BINDING SALE.** The property is being sold in its present condition with no warranties, whatsoever, except for title, which is to be clear and marketable. It is being sold "as is where is - in its present condition, with all faults." Each bidder is relying on his/her own independent inspection of the real estate for its physical conditions, character, and suitability and fitness for purchaser's intended use and is not relying upon any representation of Sellers, Colliers International, AWS Commercial, LLC, Mark Abood, or any of their agents, representatives, personnel or staff.

**DISCLAIMER:** THE INFORMATION CONTAINED HEREIN IS SUBJECT TO INDEPENDENT INSPECTION AND VERIFICATION BY ALL PARTIES RELYING ON IT. THIS SALE IS BEING CONDUCTED SUBJECT TO THE TERMS OF SALE AND THE REAL ESTATE PURCHASE AGREEMENT. NO LIABILITY FOR ITS INACCURACY, ERRORS OR OMISSIONS IS ASSUMED BY THE SELLER OR BROKER/AUCTIONEER. ALL ACREAGE, SQUARE FOOTAGE, AND DIMENSIONS ARE APPROXIMATE. THIS OFFERING MAY BE WITHDRAWN, MODIFIED, OR CANCELED WITHOUT NOTICE AT ANY TIME. PROPERTY IS SUBJECT TO PRIOR SALE. THIS IS NOT A SOLICITATION OR OFFERING TO RESIDENTS OF ANY STATE OR JURISDICTION WHERE PROHIBITED BY LAW.

**COVID-19 RELEASE FROM LIABILITY:** THE NOVEL CORONAVIRUS, COVID-19, HAS BEEN DECLARED A WORLDWIDE PANDEMIC BY THE WORLD HEALTH ORGANIZATION. COVID-19 IS REPORTED TO BE EXTREMELY CONTAGIOUS. EVIDENCE HAS SHOWN THAT COVID-19 CAN CAUSE SERIOUS AND POTENTIALLY LIFE-THREATENING ILLNESS AND EVEN DEATH. I ACKNOWLEDGE THAT I FEEL IN GOOD HEALTH TODAY, HAVE CHECKED MY TEMPERATURE AND DO NOT HAVE ANY SYMPTOMS ASSOCIATED WITH COVID-19. I HEREBY FOREVER RELEASE AND WAIVE MY RIGHT TO BRING SUIT AGAINST OWNER, TRUSTEE, COLLIERS INTERNATIONAL, MARK ABOOD, AWS COMMERCIAL, LLC, GUTH & ASSOCIATES, LLC AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, OFFICIALS, TRUSTEES, AGENTS, ATTORNEYS, EMPLOYEES, OR OTHER REPRESENTATIVES IN CONNECTION WITH EXPOSURE, INFECTION, AND/OR SPREAD OF COVID-19 RELATED TO MY PRESENCE ON THE PREMISES. I UNDERSTAND THAT THIS WAIVER MEANS I GIVE UP MY RIGHT TO BRING ANY CLAIMS INCLUDING FOR PERSONAL INJURIES, DEATH, DISEASE OR PROPERTY LOSSES, OR ANY OTHER LOSS, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE AND GIVE UP ANY CLAIM I MAY HAVE TO SEEK DAMAGES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN.

ALL POTENTIAL PURCHASERS WHO BECOME BIDDERS AT THIS AUCTION HAVE RECEIVED COPIES OF THESE TERMS OF SALE, HAD THEM ORALLY PRESENTED TO THEM ON AUCTION DAY, AND BY PLACING THEIR BIDS AGREE TO BE BOUND.

THE BIDDER CERTIFIES THAT THEY HAVE READ THE CONTRACT, THE TERMS OF SALE, THE BIDDER INFORMATION PACKAGE, AND HAS INSPECTED THE PROPERTY THEY ARE BIDDING UPON AND ACKNOWLEDGE THAT THEY ARE BIDDING ON THE PROPERTY IN ITS AS-IS, WHERE-IS, WITH ALL FAULTS CONDITION. THE BIDDER ALSO WARRANTS THAT THEY WILL ADHERE TO ALL AUCTIONEER INSTRUCTIONS AND REQUIREMENTS AND, IF SUCCESSFUL, THE BIDDER WILL CLOSE AS CONTRACTED.

## BIDDER INFORMATION PACKAGES FOR JUNE 15, 2021 REAL ESTATE AUCTION

The package includes important due diligence information about the property, the offering and the auction program. Including but not limited to: property overview, photos, real estate tax information, property disclosures, legal description, preliminary title commitment, purchase and sale agreement and terms of sale. Bidder information packages may be obtained in person at any of the Property Inspection Dates or by logging on to:

[HTTP://COLLIERSAUCTION.LISTINGLAB.COM/325CARR](http://colliersauction.listinglab.com/325carr)

Would you like to receive more information regarding other auctions? Please contact Kris Walsh at kris.walsh@colliers.com



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I CERTIFY THAT I HAVE READ THE CONTRACT, THE TERMS OF SALE, THE BIDDER INFORMATION PACKAGE, AND I HAVE INSPECTED THE PROPERTY THAT I AM BIDDING UPON AND I ACKNOWLEDGE THAT I AM BIDDING ON THE PROPERTY IN ITS AS-IS, WHERE-IS, WITH ALL FAULTS CONDITION. I ALSO WARRANT THAT I WILL ADHERE TO ALL AUCTIONEER INSTRUCTIONS AND REQUIREMENTS AND, IF THE SUCCESSFUL BIDDER, I WILL CLOSE AS CONTRACTED.