RECORD OF RESOLUTIONS

Resolution No. 22-2025

Passed: May 27 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE, TO ENTER INTO, AND TO EXECUTE AN EXCLUSIVE RIGHT TO SELL LISTING CONTRACT WITH MARK LANGDON OF HENKLE SCHUELER & ASSOCIATES, INC.

WHEREAS, over the course of many years, the City of West Carrollton has strategically acquired a portfolio of properties in order to ensure that they are developed or redeveloped for the highest and best use possible; and

WHEREAS, it has been the policy directive of the West Carrollton City Council and administrative staff to ensure that marketable city-owned properties are held by the organization and only transferred when such a sale will result in growing the local economy and improving quality of life for the City's residents, corporate citizens, and visitors in accordance with the City's adopted strategic planning documents; and

WHEREAS, on December 7, 2023, the City entered into an exclusive right to sell agreement with Mr. Langdon of Henkle Schueler & Associates, Inc. for the sale of select commercial properties within the city-owned real estate portfolio; and

WHEREAS, the exclusive right to sell agreement with Mr. Langdon has since lapsed; and

WHEREAS, the City of West Carrollton is working with Woodard Development to market the city-owned properties within the River District; and

WHEREAS, Mr. Langdon has honorably represented the City's interests in accordance with generally accepted professional standards in his industry and local laws and ordinances, and in compliance with the administrative direction that has been provided by City of West Carrollton staff members; and

WHEREAS, Mr. Langdon is a long-time community member, who is interested in contributing to the long-term development of West Carrollton, and wishes to continue marketing the City's commercial properties that are generally outside of the River District; and

WHEREAS, the exclusive right to sell agreement is advantageous to the City of West Carrollton because Mr. Langdon has a specialized skill set that supplements the strengths of the City's administrative team, he does not charge a fee for his services until a closing occurs, and Mr. Langdon is able to market the City's commercial real estate portfolio using top analytics platforms; and

WHEREAS, additional consideration and legislative action will be required by the West Carrollton City Council in order for the sale of city-owned property to take place for any given parcel; and

WHEREAS, Mr. Langdon is a longtime community member, who is interested in contributing to the most optimal long-term development of the City of West Carrollton, and is a licensed agent who has effectively represented the City of West Carrollton with land sales, land assembly, and assignment of contracts upon approval of the legislative body; and

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WHEREAS, Mr. Langdon is an experienced real estate professional who successfully represents several other municipalities in the Dayton Metropolitan Area; and

WHEREAS, City staff is recommending that the City of West Carrollton continue leveraging the professional services of Mr. Langdon and Henkle Schueler by entering into an exclusive right to sell agreement attached here to and incorporated here in as Exhibit A, subject to occasional revision as mutually agreed to by Mr. Langdon and the City Manager or her designee, effective upon execution, and continuing on a month-to-month basis thereafter unless canceled by either party in writing with 30 days of notice.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST CARROLLTON, MONTGOMERY COUNTY, OHIO:

Section 1. The City Manager is hereby authorized to negotiate, to enter into, and to execute the exclusive right to sell agreement with Henkle Schueler & Associates, Inc., attached hereto and incorporated herein as Attachment A in substantially the form as attached hereto and made a part hereof; with any changes or amendments thereto not inconsistent with this Resolution and said changes or amendments will not alter the material terms of the Agreement nor adversely impact the City as determined by the City Manager.

Section 2. The list of city-owned commercial properties to be marketed by Henkle Schueler & Associates, Inc. is attached hereto and incorporated herein as Attachment B.

Section 3. The City Manager or her designee is authorized to update the list of city-owned commercial properties to be marketed subject to mutual agreement with Henkle Schueler & Associates, Inc.

Section 4. The City Manager or her designee is authorized to direct sale proceeds of city-owned properties to Henkle Schueler & Associates, Inc. subject to terms of Attachment A.

Section 5. It is hereby found and determined that all formal actions of Council concerning and relating to the passage of this resolution were adopted in an open meeting of Council, and that all deliberations of Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. Section 121.22.

Section 6. This resolution shall be effective immediately upon passage or at the earliest time as allowed by law.

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Resolution No. <u>22-2025</u>	Passed: May 27, 2	20 <u>25</u>
Passed: May 27, 2025 Attest: Way Moore Clerk of Council Effective Date: May 27, 2025	Fuil Flat Mayor	
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HENKLE SCHUELER & ASSOCIATES, INC.

3000 G Henkle Drive Lebanon, Ohio 45036 Lebanon Tel: (513) 932-6010

Exclusive Right to Sell Listing Contract Commercial-Industrial-Investment

Fax: (513) 932-1237

Henkle Schueler—CORFAC International , Lebanon , Ohio May 27

NAME OF LISTING REALTOR® FIRM DATE

1	Henkle Schueler—CORFAC International NAME OF LISTING REALTOR® FIRM	_, <u>Lebanon</u>	, Ohio	May 27 , 20 DATE	25
2 as Se Estat	APPPOINTMENT OF REALTOR®: The undersigned Seller eller's sole exclusive agent and grants REALTOR® the sole and ete") together with all improvements and fixtures thereon, and with West Carrollton (City) Montgomery (Control of the control of the co	r ("Seller") hereby en xclusive right to sell o all appurtenant rights	nploys the undersigor exchange the following privileges and ease	ned REALTOR® (lowing described R ements located in _	"REALTOR®"), eal Estate ("Real
Selle Said	tiple Listings - Per attached signed addendum with most recent dat or may remove any listed real estate parcel from the attached adde Inotice effective immediately. Any new client introduced to a listin ntive offer regarding sale price, broker commission will be based t	endum at any time afte ng that is removed wi	er providing a writt	en notice to remove	to REALTOR®. In the event of an
3 best	REALTOR® ACCEPTANCE: REALTOR® accepts employ efforts to sell the Real Estate.	ment and agrees, in c	onsideration of the	agreements by the	Seller, to use its
4 cond	INCLUDED IN THE SALES: The Real Estate shall include litioning equipment, if any, except:	, without limitation, t	he following: all e	electrical, plumbing	, heating and air
5	PERSONAL PROPERTY: The following items of personal pr	operty shall be includ	ed:		
presente pre	SELLER'S CERTIFICATION: The Real Estate is zoned	is () is not (x) loc would adversely affer arding defects, advers	eated in a flood plane ect or materially im e conditions, and the	in. Seller further contains the fitness of to Seller agree to presence and location.	ertifies that there the real estate for s to disclose to ation of asbestos,
7 <u>both</u>	PRICE: The purchase price shall be \$ Per addendum payar parties.	able as follows:	Cash at closing	z unless otherwise	agreed upon by
days	CONVEYANCE: At the time of Closing ("Closing"), the Real to the Real Estate shall be conveyed by deed of general warranty, from the date of acceptance of an offer to purchase and, at Closictions and easements of record and except:any listing on a	in fee simple absolut osing, title shall be m	e, with release of do arketable and free,	ower, if any, on or t	pefore 30
9	POSSESSION: Possession shall be given, subject to tenant's rig	ghts, upon Closing.			
10 Clos	PRORATIONS: Real estate taxes, installments of assessmenting.	ts, if any, rents and	operating expenses	shall be prorated	as of the date of
11 REA whice	REALTOR'S® FEE: In consideration of REALTOR'S® effort the Real Estate may be sold or exchanged by REALTOR®. The Real Estate may be sold or exchanged by REALTOR®.	% of the gro	ss selling price, reg	gardless of agency	relationships, for

- which the Real Estate may be sold or exchanged by REALTOR®. The Commission shall be deemed earned when a binding contract for sale has been executed and/or when REALTOR® has produced a Buyer, ready, willing and able to buy the Real Estate pursuant to the terms of this Contract. Sellers have sole discretion to reject any offer. In the event the Seller enters into an agreement to lease the Real Estate during the term of this Contract, Seller agrees to pay REALTOR® a Commission of 6% of first five years of the gross aggregate rent and renewals, if any, when a binding lease has been executed.

 12. TERM OF ACENCY: Seller agrees that REALTOR® shall have the exclusive right to sell or exchange the Real Estate until Midnight.
- 12 **TERM OF AGENCY:** Seller agrees that REALTOR® shall have the exclusive right to sell or exchange the Real Estate until Midnight CINCINNATI TIME <u>upon execution of the this agreement shall continue on a month-to-month basis</u> thereafter unless canceled by either party in writing with thirty (30) days of notice, and REALTOR® shall be entitled to its Commission if the Real Estate is sold or exchanged by REALTOR® or by Seller or by any other person at a price acceptable to the Seller during the existence of this Contract, except for names listed as "exceptions" on the attached agenda or otherwise mutually agreed upon by both parties.

<u> </u>
PROTECTION PERIOD: The sale or exchange of the Real Estate to any person(s) to whom REALTOR® offered the same during the term of this Contract, if such contract for the sale or exchange is executed within 180 days from the termination of this Contract, shall be considered a sale effected by REALTOR® and shall entitle REALTOR® to the Commission herein agreed to be paid by Seller provided: (a) REALTOR® has furnished Seller a written list of such persons; (b) REALTOR® submits said list of such persons to Seller no later than 30 days after expiration of the term; and, (c) REALTOR® continues consistent written or verbal contact with such person(s) during the Protection Period. Seller acknowledges and understands that this list should be provided by the Seller to any other REALTOR® with whom Seller may enter into another Exclusive Right to Sell subsequent to the expiration of the term of this Contract. This clause shall remain in full effect in the event that Seller signs an Exclusive Right to Lease Listing Contract with another REALTOR®.
14 EXTENSION: If a purchase contract is signed before this Contract expires, the terms hereof shall continue until final disposition of the contract to purchase.
15 SIGNS: REALTOR® is authorized to place its sign(s) on the Real Estate and to promote its sale as permitted by local Ordinance.
16 LISTING SERVICE AUTHORITY: REALTOR® is authorized to place information about the Real Estate in informational or listing service(s) at REALTOR's® discretion. The REALTOR® and the designated service(s) may disclose information pertaining to the Real Estate to other participants authorized to receive such information.
17 COOPERATION WITH OTHER BROKERS: The REALTOR® may cooperate with other brokers and their agents to procure a Buyer and, accordingly, the REALTOR® is authorized to offer compensation to cooperating brokers through a separate agreement between Seller's and Buyer's Brokers. Seller further authorizes REALTOR® to compensate Subagency () Buyer Agency () or both Subagency & Buyer Agency (x).
18 KEY AUTHORIZATION: Seller authorizes REALTOR® to conduct or allow cooperating REALTORS® to conduct key-entry showings of the Real Estate until acceptance of a purchase contract. Seller represents that adequate insurance will be kept in force to protect Seller in the event of any damage, losses or claims arising from entry to the Real Estate by persons through the above use of the key and hereby holds harmless the REALTOR®, its agents and employees, from any loss, claim or damage resulting therefrom. Escorted showings only allowed.
POSSIBLE DUAL AGENCY: Under a dual agency relationship, REALTOR® can legally be the agent of both Buyer and Seller of the property in a purchase, lease, exchange or other transaction to acquire real property, but only with the knowledge and consent of both Buyer and Seller. A dual agency relationship would arise when Buyer wishes to purchase, lease, exchange or otherwise acquire on of the properties listed with REALTOR®, which property is owned by a person who is REALTOR'S® Client. Under a dual agency relationship, REALTOR®, with the agreement of both Buyer and Seller, limits the REALTOR'S® role by not disclosing any confidential information. For example, REALTOR® could not, without the express written permission of the respective party, disclose to Buyer that Seller will accept a purchase price or rent less than the listing price or rent. Nor could REALTOR® disclose to Seller that Buyer will accept a purchase price, different terms or rent greater that the initial offer. In the event of a possible dual agency relationship, Buyer and Seller are advised to seek independent legal counsel.
EARNEST MONEY DEPOSIT: REALTOR® is authorized to act as a trust agent to accept and deposit in a trust account upon acceptance of said offers, earnest money deposits from prospective Buyers making written offers to purchase the Real Estate. At closing, REALTOR® may apply as much of the earnest money deposit as may be necessary to pay the Commission specified. In the event that any contract to purchase does not close for any reason other than as agreed, the deposit shall be held by REALTOR® until Seller, Buyer and REALTOR® mutually agree in writing to its disposition or until such disposition is directed by a court of competent jurisdiction.
21 ADDENDUM: Additional terms and conditions are (x) are not () set forth as an Addendum attached hereto and made a part hereof.
22 CIVIL RIGHTS: The Real Estate is available to any person regardless of race, color, religion, sex, handicap, familial status, national origin or ancestry.
23 INFORMATION DISCLOSURE: Seller recognizes that the REALTORS® involved in the sale are relying on all information provided herein or supplied by Seller or Seller's sources and/or Buyer or Buyer's sources in connection with the Real Estate. The following will be stated on all marketing: "All information furnished is from sources deemed reliable and is subject to errors, omissions and changes prior to sale as withdrawal without notice."
SOLE CONTRACT: This Contract constitutes the entire agreement between the parties hereto, and no oral or implied agreement, representation, or understanding shall cancel or vary the terms of this Contract. Seller acknowledges that Seller has read and received a completed copy of this Contract and the information contained herein is true and accurate to the best to Seller's knowledge.
25 EXCLUSIONS: In the event a Contract to purchase any Real Estate identified in the attached Addendum, is executed by Kettering Health Network or their affiliates, RG Properties or their affiliates and/or Dillon Group or their affiliates REALTOR® shall NOT be entitled to receive any costs, fees or commission as a result of said sale as these potential Buyers are expressly excluded from the terms provided herein.
26. SIGNATURES:
Accepted, 20 SELLER:
For: Henkle Schueler & Associates (Listing REALTOR® Firm)

(Listing Agent)

By: ____ Mark R. Langdon

Parcel ID:	Street #	Street	Former Business	Zoning	Acreage	Owner per Auditor	Lot / Building	Notes	Marketed By	Expedited Foreclosure
K48 00509 0037	1100- 1192	E. Dixie Dr.	Carrollton Plaza	C-C	10.287	City Owned		River District PH 1A	Woodard	
K48 00509 0002	1000	E. Dixie Dr.	DBI Flack Bldg	C-C	2.05	City Owned	Vacant Lot	River District PH 1A	Woodard	
K48 00111 0048 K48 001110049 K48 001110052 K48 00111 0067 K48 00111 0071	932	E. Dixie Dr.		C-C	1.035	City Owned	Vacant Lot	River District PH 1A	Woodard	
	936	E. Dixie Dr.		C-C	0.3	City Owned	Residential Property	River District PH 1A	Woodard	
K48 00111 0057 K48 00111 0059 K48 001110060	942	E. Dixie Dr.		C-C	0.1188	City Owned	Vacant Lot	River District PH 1A	Woodard	
	5449	Marina Dr.	Profile Digital Print	C-C	0.32	City Owned	Vacant Lot		Woodard	
K48 00509 0042	5641	Marina Dr.	Green River Sales	C-C	0.167	City Owned	Vacant Lot		Woodard	
K48 00509 0043	5641	Marina Dr.		C-C	0.234	MCLRC (Land Bank)	Vacant Lot		Woodard	
K48 00509 0041	5649	Marina Dr.	Joe's Garage	C-C	0.52	City Owned	Vacant Lot		Woodard	
K48 00509 0005	5655	Marina Dr.		C-C	1.68	City Owned	Vacant Lot		Woodard	
K48 00509 0003	5657	Marina Dr.		C-C	0.79	City Owned	Vacant Lot		Woodard	
K48 00509 0004	5665	Marina Dr.		C-C	0.58	City Owned	Vacant Lot		Woodard	
K48 00104 0100	19	W. Central		PUD	0.25	City Owned	Vacant Lot	mid-block Walnut & Elm	Henkle Schueler	Yes
K48 00109 0148	1	S. Elm St.	Senior Center Area	PUD	0.879	City Owned	Vacant Lot	South of Senior Center S. Elm - Slonaker - S. Locust	Henkle Schueler	
K48 00109 0124 K48 00109 0144 K48 00109 0153 K48 00109 0154	10	E. Central Ave.	Senior Center	PUD	1.3477	City Owned	Senior Center and Lot	Senior Center and Lot	Henkle Schueler	

K48 00111 0089 K48 00111 0099	440	E. Dixie Dr.		B-2	0.484	City Owned	Vacant Lot	0.186 ac. N. of Dixie 0.298 ac. S. of Dixie EB Dixie Split Vacant Lot	Schueler	
K48 00111 0090	456	E. Dixie Dr.	Marsh Auto Lot	B-2	0.372	City Owned	Vacant Lot	Marsh Auto Lot	Henkle Schueler	
K48 00110 0029 K48 00110 0050	518	E. Dixie Dr.	Bubble Car Wash	B-2	0.569	MCLRC (Land Bank)	Vacant Lot	Bubble Car Wash	Henkle Schueler	Yes
K48 00111 0100	439	E. Dixie Dr.	Barber Shop	B-2	0.1528	WCCIC	Commerical Property	Barber Shop	Henkle Schueler	
K48 00106 0082	1	Elm St.	Water Tower	PUD	4.9185	City Owned	Vacant Lot	Water Tower Lot	Henkle Schueler	
K48 00105 0068 K48 00105 0070	20	N. Miami		PUD	0.128	MCLRC (Land Bank)	Vacant Lot	0068 / 0070 Combined	Henkle Schueler	Yes
K48 00105 0099	227 / 231	W. Central		PUD	0.433	MCLRC (Land Bank)	Vacant Lot	W. Central / N. Miami		Yes
K48 00105 0075	211	W. Central		PUD	0.155	City Owned	Vacant Lot	mid-block N. Smith & N. Miami	Henkle Schueler	Yes
K48 00105 0076	211	W. Central		PUD	0.25	City Owned	Vacant Lot	mid-block N. Miami & W. Central	Henkle Schueler	Yes
K48 00105 0077	19	N. Smith		PUD	0.25	MCLRC (Land Bank)	Vacant Lot	Corner W. Central / N. Smith	Henkle Schueler	
K48 00416 0032	1450	S. Elm St		PUD	5.35	City Owned	Vacant Lot	Alex Rd Behind Subway / Shopping Ctr	Henkle Schueler	
K48 00106 0080	51	S. Elm St	Fraser Paper	PUD	7.4356	City Owned	Vacant Lot	Salt Storage	Henkle Schueler	
	219	W. Central Ave		PUD	0.155	City Owned	Vacant Lot	mid-block N. Smith & N. Miami	Henkle Schueler	
K48 00105 0076	211	W. Central Ave		PUD	0.25	City Owned	Vacant Lot	mid-block N. Smith & N. Miami	Henkle Schueler	

K48 00105 0099	231	W. Central Ave		PUD	0.433	MCLRC (Land Bank)	Vacant Lot		Henkle Schueler	Yes
		W. Central Ave		B-2	0.379	MCLRC (Land Bank)	Vacant Lot		Henkle Schueler	Yes
	in the second	W. Central Ave		B-2	0.1136	City Owned	Vacant Lot	mid-block Kendall & Squire	Henkle Schueler	
K48 00113 0007		W. Central Ave		B-2	0.17	City Owned	Vacant Lot	Corner Central / Kendall	Henkle Schueler	Yes
K48 00113 0010		W. Central Ave		B-2	0.0861	City Owned	Vacant Lot	Adjoines 545 Central	Henkle Schueler	
	545	W. Central Ave		B-2	0.1722	City Owned	Vacant Lot	Corner Central / Weir	Henkle Schueler	
K48 00104 0097		W. Central Ave		PUD	0.075	City Owned	Vacant Lot	Corner Central / Walnut	Henkle Schueler	Yes
K48 00415 0006 K48 00415 0007 K48 00415 0014 K48 00415 0042	975	Watertower Ln	Lyons Property	M-1	16.59	City Owned	Vacant Lot		Henkle Schueler	
K48 00104 0102	11	W. Central Ave		PUD	0.1591	City Owned	Vacant Lot	Access, Parking behind Hull	Henkle Schueler	
K48 00712 0006		Bowman Ln.	Bowman Property	С-С	0.1933	City Owned	Vacant Lot	Woody's Mkt River District PH III	City	
K48 00111 0026 K48 00111 0015 K48 00111 0124 K48 00111 0144	1	Bowman Ln.	Bowman Property	C-C	5.447	City Owned	Vacant Lot	Woody's Mkt River District PH III	City	
K48 00712 0003	833	E. Central Ave.	Old McDonald's	C-C	0.879	City Owned	Vacant Lot	Woody's Mkt River District PH III	City	
K48 00115 0079	127	Allen Place		R-2		MCLRC (Land Bank)	Vacant Lot		City	Yes
K48 00104 0118	121	E. Central Ave		Н	0.223	MCLRC (Land Bank)	Vacant Lot		City	
	429	E. Dixie Dr.	Point	B-2	0.191	City Owned	Vacant Lot		City	
K48 00229 0002		Heincke Rd.		R-1	9.07	City Owned	Vacant Lot	Slope, Grade Challenges	City	Yes

K48 00101 0018	123	Home Ave.		R-2	0.0839	City Owned	Residential Lot	Habitat for Humanity?	City	
K48 00917 0004	4000	Hydraulic Rd.	Appvion WWTP	LD	27.2	City Owned	Vacant Lot	Appvion	City	
K48 00106 0064	4967	Hydraulic Rd.		LD	0.974	City Owned	Vacant Lot	Whitewater Park	City	Yes
K48200925 0002	4134	Infirmary Rd.		LD	0.46	City Owned	Vacant Lot	Limited Development	City	Yes
K48 00511 0201	5302	Manchester			0.11	City Owned	Vacant Lot	Limited Development	City	
K48 00217 0030	34	Maplehill Cir		R-2		City Owned	Residential Property		City	
K48 00217 0023	11	Maplehill Dr		R-2		City Owned	Vacant Lot	Habitat for Humanity?	City	Yes
K48 00111 0002	214	N. Alex Rd.		C-C	0.4876	City Owned	Vacant Lot	White Water Park Service	City	
K48 001110001	218	N. Alex Rd.		C-C	0.2225	City Owned	Vacant Lot	White Water Park Service	City	
K48 00104 0133	33	N. Elm St.		PUD	0.0458	City Owned	Vacant Lot	Carrollton Centre - Narrow	City	
K48 00104 0134	35	N. Elm St.		PUD	0.0497	City Owned	Vacant Lot	Carrollton Centre - Narrow	City	
K48 00104 0104	38	N. Walnut		PUD	0.2515	MCLRC (Land Bank)	Vacant Lot		City	Yes
K48 00111 0088	101	Pierce		M-1	4.59	City Owned	Commerical Property	Parks - Water Plant	City	
K48 001110084 K48 001110085	101	Pierce		M-1	1.57	City Owned	Commerical Property	Parks - Water Plant	City	
K48 00101 0204	236	Robert Dr.		R-2		City Owned	Vacant Lot	Habitat for Humanity?	City	Yes
K48 00219 0010	402	S. Elm St.		R-2		City Owned	Residential Property		City	
K48 00217 0021	403	S. Elm St.		R-2		City Owned	Residential Property		City	
K48 00114 0006	204	S. Smith St.	Proposition and the value	R-2	0.1082	City Owned	Vacant Lot		City	
K48 00702 0016	1201	Sherwood Forest		R-1		City Owned	Vacant Lot		City	Yes

Updated: April 2, 2025

K48 00229 0003	1	Skyview	Maplehille Exposure	R-1	41.9969	City Owned	Vacant Lot	Slope, Grade Challenges	City	
K48 00105 0085	22	Smith		PUD	0.1591	City Owned	Parking Lot		City	
K48 00113 0013 K48 00113 0016	29- 31	Squire St.		R-2		City Owned	Vacant Lot	Habitat for Humanity? - Too Narrow?	City	Yes
K48 00105 0034	235 - 237	W. Main St.		R-2	0.1726	City Owned	Vacant Lot		City	Yes
K48 00104 0008		W. Pease		R-2	0.0826	City Owned	Vacant Lot		City	
K48 00105 0013		W. Pease		R-2	0.1618	City Owned	Vacant Lot		City	