

## LEGAL NOTICE

### PUBLIC AUCTION OF REAL PROPERTY BY THE BOARD OF EDUCATION OF THE REVERE LOCAL SCHOOL DISTRICT

**Notice.** Notice is hereby given that the Board of Education of the Revere Local School District, Ohio (the “Board”), will offer for sale at public auction the real property identified in the records of the Summit County, Ohio Auditor as Parcel Identification No. 5000323 (the “Property”). The public auction for the Property will be conducted on August 31, 2022 at the Board of Education Office, 3496 Everett Road, Richfield, Ohio, 44286 and shall commence at 12:00 noon, Eastern Time.

**Method of Sale.** The public auction for the Property will be conducted and all bids and payments related thereto, including payment of the security deposit, shall be made in accordance with and subject to the “Conditions of Sale” referred to below, copies of which may be obtained as described below. The Property may be offered as entire tracts, separate parcels, or some combination thereof. Subject to the right of the Board in its sole discretion to reject any and all bids, the Board intends to accept the highest bid, but any such sale shall not be final until written notification of bid acceptance is given to that bidder in accordance with the authorizing resolution adopted by the Board.

**Additional Information and Conditions of Sale.** Additional information concerning the public auction, the Property, and a copy of the Conditions of Sale may be obtained from

Richard Berdine, Treasurer  
Revere Local School District  
E-Mail: [rberdine@revereschools.org](mailto:rberdine@revereschools.org)

This Legal Notice and the Conditions of Sale and any amendments to the Conditions of Sale may also be accessed on the Board’s internet website at

<https://www.revereschools.org/revere>.

**CONDITIONS OF SALE  
FOR PUBLIC AUCTION OF  
CERTAIN PROPERTY  
BY THE  
BOARD OF EDUCATION OF THE  
REVERE LOCAL SCHOOL DISTRICT  
(REVERE ROAD VACANT LAND)**

The Board of Education of the Revere Local School District, Ohio (the “*Board*”) has published notice that the property described in Section 1 herein will be offered for sale at a public auction commencing at 12:00 noon, Eastern Time, on August 31, 2022 (the “*Auction Date*”). The auction shall be conducted at the Board of Education Office, 3496 Everett Road, Richfield, Ohio, 44286. The conditions of sale, in accordance with and subject to which the auction will be conducted, bids received from a bidder (“*Bidder*”) and the sale made, are as follows:

Section 1. Description of Property. The real property is identified in the records of the Summit County, Ohio Auditor as Parcel Identification No. 5000323 and is described in Exhibit 1 attached hereto and made a part hereof (the “*Property*”).

Section 2. No Representations/Warranties. The Board makes no representation, covenant or warranty whatsoever, express or implied, regarding the Property, including, without limitation, the Property’s compliance with the requirements of any law, rule, specification or contract pertaining thereto; any information or reports provided by the Board related to the Property; the applicable zoning requirements; the propriety of any proposed uses or the continuation of uses thereof, former or present; the title thereto and the condition thereof; or the physical or sub-surface condition thereof. Bidder agrees that it shall not rely on any information or reports provided by the Board regarding the conditions of the Property and that the Bidder shall be solely responsible for conducting its own due diligence in order to satisfy itself as to the condition of the Property, both surface and subsurface. Bidder shall also be responsible for obtaining any variance, zoning changes or other governmental approvals as are necessary for the Bidder’s intended use of the Property.

By submitting a bid for the Property, each Bidder acknowledges and agrees that (a) the Bidder is bidding for the Property “AS IS”, “WHERE IS” and “WITH ALL FAULTS” and (b) that the Board shall not be responsible for, and that the Bidder shall indemnify and hold the Board harmless against, any injury or damage arising from the physical or subsurface condition of the Property.

Section 3. Tour of Property. Bidders may arrange to tour the Property prior to the Auction Date by contacting the individual named in Section 12 herein.

Section 4. Transfer of Title to Property. The Board will transfer title to the Property to the purchaser or purchaser’s nominee by quitclaim deed. If the purchaser wishes to designate a nominee to be named in the deed, the purchaser shall do so by written notice thereof (identifying the nominee) not less than ten (10) days prior to the date of Closing (as defined herein).

Section 5. Security Deposit. The highest Bidder at the auction for the Property must provide to the Board, immediately following the completion of the bidding, a bid deposit in the form of a certified, cashier’s, business or personal check payable to the Board in an amount equal to ten

percent (10%) of the final bid price for the Property as security that the payment of the purchase price for the Property will be made in accordance with the bid. Failure to do so shall invalidate the bid and any acceptance thereof. No interest will be paid on the bid deposit.

Section 6. Execution of Bid and Offer Form. All bids shall be unconditional and without qualification to these Conditions of Sale. The highest bid shall be reduced to writing immediately upon completion of the bidding on an offer form to be provided by the Board and immediately delivered to the Board. The highest Bidder must state on that form the full name of each individual, corporation, partnership, or other entity interested in the bid. The Board reserves the right to reject any or all bids and to waive any or all informalities or irregularities. A copy of the offer form will be made available for inspection upon request.

Section 7. Acceptance, Rejection and Withdrawal of Bids. The highest Bidder for the Property at the auction may not withdraw its bid for a period of forty-five (45) days following the Auction Date, during which period the Board shall have the right to accept or reject such highest bid. This is not an “absolute auction” and acceptance of the highest bid requires Board approval; therefore, any statement that may be made at the auction by the auctioneer or by any other representatives of the Board to indicate a final sale or acceptance has occurred shall be of no force and effect and shall not be relied upon by the Bidder. The Board shall not be obligated to sell the Property or proceed to a Closing until a resolution accepting the highest bid for the Property is adopted and the offer form executed by the Board. The Board will have absolute discretion in determining whether or not to accept or reject the highest bid. It is presently anticipated that the Board will consider whether to accept or reject the highest bid at the Board’s next regularly scheduled meeting or such earlier special meeting.

Section 8. Closing. The purchase and sale of the Property will be completed not later than one hundred fifty (150) days following the Auction Date or on such earlier date as designated by the Board at the Board’s offices (the “*Closing*”). Such transaction shall be completed by payment of the balance of the purchase price to the Board by wire transfer or by certified, cashier’s, business or personal check payable to the Board and by delivery to the purchaser of a duly executed quitclaim deed conveying the Property to the purchaser or purchaser’s nominee. The security deposit will be applied as partial payment of the purchase price for the Property. The purchaser may request that the Closing be completed utilizing the services of a reputable title company doing business in the County where the Property is located, and acceptable to the Treasurer of the Board, provided that (i) such request is made by written notice thereof to the Board not less than ten (10) days prior to the Closing date, (ii) all costs and fees associated with any such title agency are paid by the purchaser, and (iii) the purchaser shall be solely responsible for the cost and expense of procuring closing protection insurance coverage in favor of and protecting the Board as described in Ohio Revised Code Section 3953.32. The purchaser shall pay all other expenses, closing costs, and recording costs. The Closing shall take place at the Board office unless the parties agree otherwise.

Section 9. Property Information/Evidence of Title. An interested Bidder may inspect, review or copy any information and/or reports relating to the Property that the Board may currently possess by contacting the Board office. The information and reports may not be complete, and the Board makes no representation regarding the accuracy or completeness of any information and reports relating to the Property. The Bidder shall not rely on any information and reports of the Board, and any further information and reports that a potential Bidder may desire must be secured by the Bidder at its sole cost and expense and without expense to the

Board. By submitting a bid, the Bidder represents and warrants that it has reviewed and is satisfied with the Board's information and reports, that the Bidder has conducted its own due diligence of the Property, and that the Bidder has satisfied itself with respect to the condition of the Property.

Section 10. Risk of Damage or Loss. All risk of loss to the Property shall remain upon the Board until the conclusion of the Closing except when caused by the Bidder, its agents and employees. If, prior to Closing, the Property or any part of the Property shall be damaged by fire or other casualty, then, the Board shall give the Bidder written notice thereof accompanied by reasonable supporting documentation. The Bidder shall then have the option to: (i) accept the Property and proceed to Closing subject to the casualty, whereupon the Board shall pay to the community school any insurance proceeds received by the Board and assign to the Bidder all of the Board's right, title, and interest in and to any such insurance; or (ii) terminate the purchase and receive a full refund of the security deposit, whereupon the parties shall have no further rights, duties, or obligations.

Section 11. Taxes and Utilities. The Board will pay utility charges relating to the Property to, but not including, the date of Closing. Unpaid real estate taxes and installments of special assessments, if any, which are a lien against the Property on the date of Closing shall be prorated as of that date on the basis of a 360day year and the amounts shown on the then latest available tax duplicate of the County where the Property is located. The purchaser shall be responsible for any taxes owed as a result of the conversion of the Property from a tax exempt to a taxable status.

Section 12. Inquiries. All requests for information regarding the Property should be directed by e-mail to the attention of:

Richard Berdine, Treasurer  
Revere Local School District  
E-Mail: rberdine@revereschools.org

The subject line of the e-mail should clearly read "Auction of Property".

Section 13. Notices. Any notice hereunder shall be in writing and may be given (i) by hand delivery (provided the deliverer provides proof of delivery); (ii) by commercial courier that provides proof of delivery provided that the commercial courier's regular business is delivery service; or (iii) by certified or registered mail (postage prepaid, return receipt requested). Notices shall be deemed to have been given upon actual receipt.

Notices to the Board shall be delivered to the Board office at:

Revere Local School District  
PO Box 340  
Bath, Ohio 44210  
Attention: Richard Berdine, Treasurer

Notices to the Bidder shall be delivered to the address on file with the Board.

Section 14. Legal Description. If necessary for purposes of the conveyance of title to the Property from the Board to the purchaser, the Board shall, at its sole cost and expense, obtain from a licensed surveyor or professional engineer a legal description and survey of the Property that meets the minimum requirements of the County where the Property is located. The description of the Property in the deed conveying the Property to the Bidder shall conform to the legal description obtained by the Board. The Board shall also secure at its expense any and all necessary lot split approvals from the applicable governmental and quasi-governmental authorities, and the Bidder shall cooperate with the Board as is necessary for the Board to carry forth the requirements of this Section. In the event that the Board is unable to secure the necessary approvals as required by this Section by the timeline set forth in these Conditions of Sale for the Closing, then the Board may terminate the agreement for the sale of the Property unless the timeline for the Closing is extended by mutual agreement of the parties..

Section 15. Default. If the successful Bidder fails to proceed to Closing by reason of Bidder's default, the Board shall have the right to terminate this Agreement by notifying the Bidder of such termination. The security deposit will be forfeited upon failure of the Bidder to Close, it being understood that forfeiture of the security deposit shall not relieve the Bidder of its obligation to pay the remaining balance of the purchase price, that the Board may pursue any additional remedies it may have in law or equity against the Bidder for recovery of the remaining balance of the purchase price, and that the Bidder shall be responsible for the Board's costs and expenses in the furtherance thereof.

Section 16. Governing Law. These Conditions of Sale shall be governed by the laws of the State of Ohio. Any legal proceedings related to these Conditions of Sale shall be brought in the Court of Common Pleas in the County where the Property is located, except when the U.S. District Court for that County is determined to have exclusive jurisdiction.

Section 17. Captions and Headings. The captions and heading in these Conditions of Sale are solely for convenience or reference and in no way define, limit, or describe the scope or intent of any sections, subsections, paragraphs, subparagraphs, or clauses hereof.

Section 18. Brokers/Agents. The Board and the purchaser shall be responsible for costs, and expenses related to its own broker or finder employed or engaged in connection with this transaction.

Section 19. Auction Procedure. The procedure for conducting the auction, if not otherwise addressed by these Conditions of Sale, shall be as determined by the Board in its sole discretion. Bidders intending to submit a bid are advised that they will be required on the Auction Date to register with the Board and provide suitable photo identification verifying the Bidder's name and address, and the Board reserves the right to decline registration if identification produced is not sufficient. The auctioneer is the only person allowed to determine if a bid has been placed, and if there is a dispute or discrepancy among two or more bids, the auctioneer in its sole discretion may determine the highest Bidder, or the bidding may be re-opened to determine the highest Bidder. In any case, the auctioneer's decision will be final in the auctioneer's sole discretion. Any informality in the manner or procedure under which the auction is held, and any inconsistency in the manner, procedure or order from that described, shall not affect the binding nature of the obligations of any Bidder.

Section 20. Amendment of Conditions of Sale. The Board reserves the right to amend these Conditions of Sale, including but not limited to the date, time and location for the auction, at any time prior to the public auction referred to above and to give notice of any amendment in any medium as determined by the Board. A Bidder desiring to receive amendments to the Conditions of Sale prior to the Auction Date is therefore encouraged to register with and provide its full contact information to the individual named in Section 12 herein. Each Bidder will be presumed to have actual knowledge of all information provided in these Conditions of Sale and any addenda to the Conditions of Sale, and Bidder shall not avail itself of incomplete knowledge and/or lack of familiarity of the Conditions of Sale and any addenda thereto resulting from the Bidder's failure to register. Interpretations, corrections and changes of the Conditions of Sale which are made in any manner other than a written addendum will not be binding when such interpretations, corrections and changes are inconsistent with these Conditions of Sale.

BOARD OF EDUCATION OF THE  
REVERE LOCAL SCHOOL DISTRICT

By: /s/ Richard Berdine  
Richard Berdine, Treasurer

July 28, 2022

**EXHIBIT 1**  
**DESCRIPTION OF THE PROPERTY**

Tax Id Number(s): 5000323

Land situated in the Township of Richfield, County of Summit and State of Ohio and known as being part of Lot 14, Tract 3 in Richfield Township, and further described as follows:

Beginning at a point in the south line of the Lot and the Township, and the center line of Everett Road, 677 feet west of the intersection with the center line of Revere Road, County Highway #114; thence West 1150.45 feet along the lot line and road center; thence North 4 deg. 05' west 117.60 feet, passing over an iron pin at the north line of the road, to an iron pin; thence West 90.10 feet to an iron pin; thence North 0 deg. 47' 16" West 1797.20 feet along the Grantor's West line and the East line of C.E. White and the Dorner Estates Subdivision to a post hole in concrete at the Grantor's northwest corner; thence North 89 deg. 20' 52" East 401.78 feet to an iron pin, formerly marked by a stake and stones; thence South 1 deg. 34' 32" West 361.86 feet to an iron pin at the southwest corner of M.E. Hastings; thence South 89 deg. 54' 33" E. 880.53 feet along Hastings south line to an iron pin; thence South 1 deg. 02' 23" West 451.89 feet to an iron pin at the southwest corner of M. T. and E.H. Olinger; thence South 1 deg. West 371.22 feet along the west line of the Richfield Local School property to an iron pin; thence S. 89 deg. 57' 50" East 253.55 feet to an iron pin; thence South 1 deg. West 345.46 feet along the School property to an iron pin; thence West 225.00 feet to an iron pin; thence South 1 deg. West 387.20 feet to the beginning and containing 49.69 acres of land.

HOWEVER EXCEPTING THEREFROM the premises which were conveyed to Edward F. Hoban, Bishop of Cleveland, by deed recorded in Summit County Records [Volume 4065, Page 482](#), to wit:

Situated in the Township of Richfield, County of Summit and State of Ohio, and known as being part of Lot 14, Tract 3 in said Township and more fully described as follows: Beginning at a point in the South line of said Lot 14 and centerline of Everett Road, C.H. #37; which is 677.00 feet West, along said line from its intersection with the centerline of Revere Road, North from Everett Road; Thence West, along the centerline of Everett Road, 400.00 feet; thence N. 1 deg. 00' E., 907.24 feet to an iron pipe; Thence East, 371.46 feet to an iron pipe; Thence S. 1 deg. 00' W., 174.42 feet to an iron pipe; Thence S. 89 deg. 57' 50"E, 253.55 feet to an iron pipe; Thence S 1 deg. 00' W., 345.46 feet to an iron pipe; Thence West, 225.00 feet to an iron pipe; Thence S. 1 deg. 00' W., 387.20 feet to the place of beginning and containing, as surveyed in June 1962 by Swigart & Moore, 10.00 acres of land.