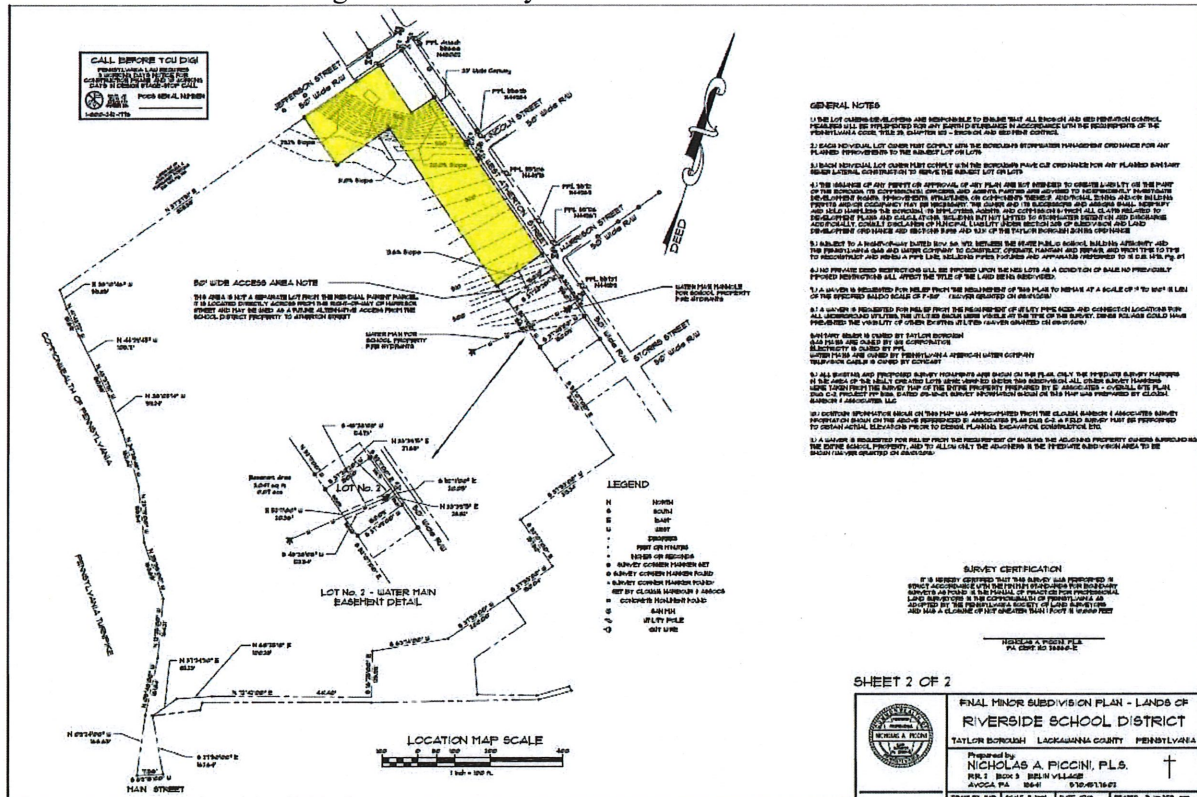


PUBLIC NOTICE

NOTICE IS GIVEN that the Riverside School District will hold a public auction of unused and unnecessary real estate in accordance with Section 7-707(1) of the Public School Code of 1949. A copy of the Riverside School District Resolution No. 14 of February 2020 and the bidder registration form are available on the Riverside School District website www.riversidesd.com. Auction will be held at the Riverside School District Administrative Office, located at 300 Davis Street, Taylor, Pennsylvania 18517 at 10:00 a.m. on March 2, 2020. The District reserves the right to refuse any and all bids.



The above parcel contains 118,121 sq ft or 2.71 acres of land, more or less, and is all of Lot No. 1 as shown on a map entitled “Final Minor Subdivision Plan – Lands of the Riverside School District”, prepared by Nicholas A. Piccini, P.L.S., dated 07/18, revised 15 Jan 2019, and intended to be recorded in the Lackawanna County Recorder of Deeds Office.

The above described parcel is also a portion of lands previously described in R.B. 1479 at Pg. 83.

PART OF TAX MAP #: 16618-010-001

RIVERSIDE SCHOOL DISTRICT

Barbara Fedor, Secretary

RESOLUTION NUMBER 14 OF FEBRUARY 2020

BOARD OF SCHOOL DIRECTORS OF THE

RIVERSIDE SCHOOL DISTRICT

BY THE BOARD OF DIRECTORS OF THE RIVERSIDE SCHOOL DISTRICT

WHEREAS, Section 7-707(1) of the Public School Code of 1949, as amended, authorizes the Board of School Directors to dispose of unused and unnecessary lands by public auction; and

WHEREAS, the Board of School Directors of the Riverside School District has determined that certain land now owned by the District is not being used and is unnecessary for School District purposes; and

WHEREAS, The Real Property is not located where it will be useful to the School District for any other educational use, based on its current short and long term capital improvement and facilities development plans; and

WHEREAS, the Board of School Directors desires to sell certain of its real property described in Exhibit "A", and desires to set a date and time in which to auction the same; and

NOW THEREFORE BE IT RESOLVED THAT:

1. The following real estate is, and the same is hereby declared to be, unused and unnecessary for School District purposes:

All that certain piece or parcel of land situate in the Borough of Taylor, County of Lackawanna, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

Beginning at a concrete monument found in place along the southeasterly line of Jefferson Street, also being the northwesterly corner of lands N/F of Michael P. & Lisa M. Gretz;

Thence along said Gretz lands, the following two (2) courses and distances:

1.) *South 52°-11'-00" East, one hundred fifty-seven and thirty-four hundredths (157.34) feet to a concrete monument found in place;*

2.) *North 37°-49'-00" East, seventy-four and ninety-one hundredths (74.91) feet to a concrete monument found in place along the southwesterly line of West Atherton Street;*

Thence along said West Atherton Street, South 52°-11'-00" East, five hundred twenty-four and twenty-six hundredths (524.26) feet to an iron rebar set in place;

Thence through the lands of the Grantor herein (Riverside School District), the following four (4) courses and distances:

1.) South 37°-20'-20" West, one hundred fifty and ten hundredths (150.10) feet to an iron rebar set in place;

2.) North 52°-11'-00" West, five hundred twenty-five and sixty-six hundredths (525.66) feet to an iron rebar set in place;

3.) South 37°-37'-51" West, one hundred seventy-four and eighty-two hundredths (174.82) feet to an iron rebar set in place;

4.) North 52°-11'-00" West, one hundred fifty-seven and thirty-four hundredths (157.34) feet to an iron rebar set in place along lands N/F of John & Margaret Fortuna;

Thence along said Fortuna lands, North 37°-37'-51" East, one hundred seventy-five and no hundredths (175.00) feet to an iron pipe found in place along said southeasterly line of Jefferson Street;

Thence along said Jefferson Street, North 37°-55'-52" East, seventy-five and no hundredths (75.00) feet to the point and place of beginning.

The above parcel contains 118,121 sq ft or 2.71 acres of land, more or less, and is all of Lot No. 1 as shown on a map entitled "Final Minor Subdivision Plan – Lands of the Riverside School District", prepared by Nicholas A. Piccini, P.L.S., dated 07/18, revised 15 Jan 2019, and being recorded in the Lackawanna County Recorder of Deeds Office in Map Book 6AM at Pages 9725 et seq. .

The above described parcel is also a portion of lands previously described in R.B. 1479 at Pg. 83.

PART OF TAX MAP #: 16618-010-001

2. The above parcel will be sold according to the public auction method prescribed in Section 7-707(1) of the Public School Code of 1049, as amended.

3. The public auction will be held at the Riverside School District Administrative Office, located at 300 Davis Street, Taylor, Pennsylvania 18517 at 10:00 a.m. on March 2, 2020. The Riverside School District shall establish a Minimum Bid Price for the property at or prior to the sale. No sale shall be made unless a bid equal to or higher than said Minimum Bid price is

received. Payment shall be in the form of a Cashiers' check or certified check made payable to "Riverside School District".

4. The successful bidder will be awarded, or will be rejected, at a regular meeting of the Board of School Directors held within forty-five (45) days of the public auction. Upon acceptance by the Board of School Directors, these Term and Conditions shall be deemed a valid and binding contract with the successful bidder. **THE SCHOOL DISTRICT RESERVES THE RIGHT TO WAIVE ANY TECHNICALITIES REQUIRED FOR THE BEST INTERESTS OF THE SCHOOL DISTRICT. THE BOARD EXPRESSLY RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO REJECT ANY AND ALL BIDS FOR ANY REASON.**

5. The purchase price shall be payable as follows:

a. Earnest Money Deposit in an amount equivalent to ten (10%) percent of the total bid, by certified check, cashier's check or money order, by 3:00 PM on February 2, 2020;

b. The balance in full upon closing.

6. Bidders are encouraged to conduct their appropriate due diligence prior to bidding on the Property. All requests to tour the Property prior to bidding shall be directed to William Drazdowski, Business Manager, at the address listed in Paragraph 3 above.

7. Settlement shall be held within sixty (60) days of the acceptance of the bid, at the District's Administration Office located at 300 Davis Street, Taylor, Pennsylvania 18512.

8. The Property will be conveyed by special warranty deed, which will contain the notice set forth below.

NOTICE - - THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATE OTHERWISE CREATED, TRANSFERRED, ACCEPTED OR RESERVED BY THE INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.).

9. The successful bidder shall be responsible for the payment of all local and Pennsylvania realty transfer tax stamps.

10. All recording fees shall be the responsibility of the successful bidder. The successful bidder shall be responsible for the cost of any title examination or due diligence examinations conducted by or on behalf of the successful bidder.

11. The successful bidder shall take title to the Property SUBJECT to the following: (a) building, zoning and use restrictions of record; (b) vehicular or pedestrian easements of record affecting the property and being contiguous to the front, rear or side lot lines; (c) water, sewer, gas, electric, cable television and telephone lines or easements therefor of record or as presently installed; (d) prior grants, reservations or leases of coal, oil, gas or other minerals as shown by instruments of record; and (e) all exceptions, reservations, conditions, restrictions, leases, liens and easements and rights of way of record or apparent upon inspection of the property, including but not limited to any easements or rights of way of record in favor of Riverside School District.

12. The following restrictive covenants shall run with the land:

a. There shall not be erected on any portion of the above-described property conveyed by this deed any building in which shall be carried on any business offensive, noxious, or detrimental to the use of the land in the vicinity of the conveyed property, nor shall the conveyed property be used for any purposes that, as a matter of common experience, tend to create a nuisance.

b. No store, grocery or convenience business, bar, or other establishment engaged in the sale of alcoholic beverages shall be conducted on the above-described property conveyed by this deed; neither shall any alcoholic beverages be manufactured, sold, kept for sale, or otherwise dealt with on a commercial basis on such property.

c. Grantee, his or her heirs, legal representatives, or assigns, or any of them, shall not, make, establish, carry on, permit, or cause or suffer to be erected, made, established, or carried on in any manner, on any part of the above-described premises, children's daycare facilities, schools or similar uses.

13. The School District shall convey title free of any liens in favor of the School District.

14. The Property is offered AS IS, WHERE IS, and the School District makes no representations or warranties, expressed or implied, with respect to the physical condition of the Property, the title to the Property, or the useability of the Property for any particular purpose.

15. Interested bidders are advised to investigate all applicable portions of any relevant Taylor Borough Ordinances and other local, state and federal codes, regulations, ordinances and laws which may be applicable, specifically including, but not limited to, any subdivision, land development and zoning ordinances.

16. Possession of the Property for which a bid is accepted shall be delivered upon closing.

17. Should settlement not be completed within sixty (60) days of the acceptance of the bid as above-stated, the successful bidder and the School District shall each thereafter have the right, upon written notice to the other, to declare Time to be of the Essence and to fix a date, time and place of final settlement. Such notice shall be given not less than ten (10) days before the date fixed.

18. In the event of default:

a. By a Bidder: The School District may, at its option, elect to:

i. maintain an action for specific performance, to which action bidders consent;

ii. retain the earnest money and all monies paid on account of the purchase price as liquidated damages, in which event the bid and acceptance shall become null and void and all parties shall thereupon be released of all further liability hereunder. It is hereby agreed that, without resale, the School District's damages will be difficult to ascertain and that the earnest money and all monies paid on account of the purchase price constitute a reasonable liquidation thereof and not a penalty, or

iii. apply said monies toward the District's damages, including, but not limited to, loss of bargain, consequential damages and attorney's fees, provided, however, that no such election of (iii) hereof shall be final or exclusive until full satisfaction shall have been received.

b. By the District: Bidder may, at Bidder's option, elect to:

i. waive any claim for loss of bargain, in which event Seller hereby agrees to repay to Buyer the earnest money and all monies paid on account, or

ii. institute and maintain an action for specific performance.

19. Formal tender of deed and purchase price shall be waived as a requirement hereof.

20. Advertisement of this sale is to be published, and posted on the Property in accordance with 24 P.S. § 7-707(1).

21. Copies of this Resolution, including the Bid Form, shall be made available to prospective bidders upon request.

22. The proper officers and agents of the School District are authorized to take all actions necessary to effectuate this offering and any consequent sale.

23. The moneys derived from sale of real estate shall be used for capital expenditures.

24. If any sentence, clause, section or part of this Resolution is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or part of this Resolution. It is hereby declared as the intent of the School District that is Resolution would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

25. All prior resolutions or parts of resolutions are hereby repealed to the extent inconsistent with this present resolution.

RESOLVED and ENACTED this 10th day of February, 2020.

ATTEST:

RIVERSIDE SCHOOL DISTRICT

BY: Barbara Fedor
Barbara Fedor, Secretary

BY: Carol Armstrong
Carol Armstrong, President

**RIVERSIDE SCHOOL DISTRICT
BIDDER FORM
AFFIDAVIT OF BIDDER**

I, _____ (print name), having been duly sworn according to law, depose and state as follows:

1. I am over the age of eighteen (18) and am a citizen of the United States.

2. I hereby certify to the Riverside School District that I, any corporation or business entity that I own or control or the entity I represent herein are not delinquent in paying real estate taxes to the Riverside School District.

3. Pursuant to Pennsylvania Anti bid-Rigging Act, 73 P.S. 1611 et seq., I am aware that governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

I state that:

(a) The price(s) and amount of my bid has been arrived at independently and without consultation, communication or agreement with any other bidder or potential bidder.

(b) Neither the price(s) nor the amount of my bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder.

(c) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this real estate.

(d) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(e) _____, its affiliates,
(Name of My Firm)

subsidiaries, and officers directors and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands
(Name of My Firm)

and acknowledges that the above representations are material and important, and will be relied on by the Riverside School District in awarding the successful bid. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Riverside School District of the true facts relating to the submission of bids.

5. I received a copy of and have reviewed the terms and conditions for the sale in which I am participating. I understand it is my obligation as a responsible bidder to read and abide by said terms and conditions and am aware that the terms and conditions of sale are available on the Riverside School District website (www.riversidesd.com).

6. I understand that the Riverside School District reserves the right to reject any and all bids.

The undersigned verifies that he/she has read this Affidavit and that the facts contained therein are true and correct to the best of his/her knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

Signature _____ Date _____

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF LACKAWANNA)

On this, the _____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within affidavit, and acknowledge that _____ executed that same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

By: _____
Notary Public