

# *Greene County Career Center* **REAL ESTATE AUCTION**

**Wednesday, March 3rd, 2021 at 1:00 PM**



**45+ Acres • 4 Buildings • 243,400 Square Feet**



**PROPERTY  
& AUCTION LOCATION**

2960 W. Enon Road, Xenia, Ohio  
Xenia Township, Greene County

Join us at the property on March 3rd for this rare opportunity to purchase a quality and multi-functional property. Potential uses include religious, private or governmental institutions, elder care, owner-occupied or rentable commercial trade spaces, light industrial, light manufacturing and many other flexible uses.

**Online and Live Bidding**

Please pre-register for online bidding prior to the auction date at [www.SheridanTeam.com](http://www.SheridanTeam.com).



**SHERIDANS**  
LLC

**(937) 766-2300**

**[www.SheridanTeam.com](http://www.SheridanTeam.com)**



# Greene County Career Center

## REAL ESTATE AUCTION

A great opportunity for a growing business, church, private school, nursing home, manufacturer or other organization to purchase this well-maintained and multi-functional property.

- **Main building (1967):** Recent additions & remodeling in 2000 and 2010. Featuring over 217,500 SF including 3 commercial kitchens, 7 large shop areas, large front reception area, over 50 class and multi-purpose rooms, 13 bathrooms, large cafeteria, and many private offices and other spaces
- **Adult Education Building (1993):** Featuring 13,376 square feet with front reception offices, 13 large and small class and multi-purpose rooms, and 2 bathrooms.
- 4-acre freshwater pond
- Fiber Optic, Public Water & Natural Gas
- Geothermal HVAC with closed loop vertical 300-well system to main building (2012)
- 2 steel storage and maintenance buildings built in 1975/79 with 12,250 total SF
- Over 7 acres of asphalt parking and driveways
- Located in Xenia Township and adjacent to City of Fairborn
- Current Zoning IG (Institutional & Governmental District)

45+ Acres

4 Buildings

243,400 SF

On Wed, February 17th, we will separately conduct a Public Auction to sell all remaining contents including a nice selection of desks, chairs, office furniture, shop equipment, and other items.

Visit [www.SheridanTeam.com](http://www.SheridanTeam.com) for detailed information about this upcoming auction.

### REAL ESTATE SALE TERMS

**Bidding Procedure:** The property will sell in one lot to the highest bidder, subject to confirmation of the Owner.

**Acceptance of Bid Prices:** The successful bidder will sign a *Confirmation of Sale Agreement* at the auction site immediately following the close of bidding. Bidding IS NOT CONDITIONAL UPON FINANCING. At its next scheduled monthly Board of Education meeting, the Owner will vote to accept or reject the final bid price.

**Downpayment:** \$50,000 as down payment will be deposited with the Auction Company on the date of auction upon signing of *Confirmation of Sale Agreement*; balance due at closing.

**Real Estate Taxes:** Property is currently exempt from Real Estate taxes. Taxes will not be prorated at closing.

**Closing Date:**

- If Purchaser accepts current zoning, closing to occur on or before May 2, 2021.
- **Zoning Contingency Period:** If the current zoning is not acceptable to the Buyer, then the Buyer shall have the right to elect a 120-day "Zoning Contingency Period" to confirm the Buyer can obtain a zoning change for the Buyer's intended use. Owner agrees to cooperate with the Buyer with all reasonable zoning related requests and signatures.
  - If elected, the Buyer's intended use shall be documented in the Purchase Agreement and Buyer shall have up to 120 days beginning on the day following

**Directions to Property:** From I-675 near Fairborn, go SE on State Route 235 to left on W. Enon Road to the property.

the Owner's acceptance of the Purchase Agreement to either confirm the required zoning OR terminate the Purchase Agreement. Buyer's intended use must be different from Permitted Principal Uses under existing zoning.

- Buyer shall officially initiate the zoning change request with the proper authority(s) within 14 calendar days following the Owner's acceptance of the Purchase Agreement.
- If the Buyer's desired use cannot be obtained during the Zoning Contingency Period, then the Buyer shall terminate the Purchase Agreement no later than 5 days following the date of receipt of the final zoning notification from the proper government authority, with written proof of the rezoning rejection required, and shall automatically forfeit \$7,000 of the earnest money deposit to the Owner. Failure by the Buyer to initiate the zoning change request with the proper authority(s) by the above-stated deadline shall not constitute an acceptable reason to terminate the Purchase Agreement if the zoning change cannot be obtained within the time specified in the Purchase Agreement.
- If the Zoning Contingency Period is elected, the closing shall occur within 30 days following receipt of zoning approval from the proper government authority but not later than 150 following the date of Owner's acceptance of the Purchase Agreement, with written proof from the zoning approval required.

Visit us on the web or call for a FREE complete Bidder Package

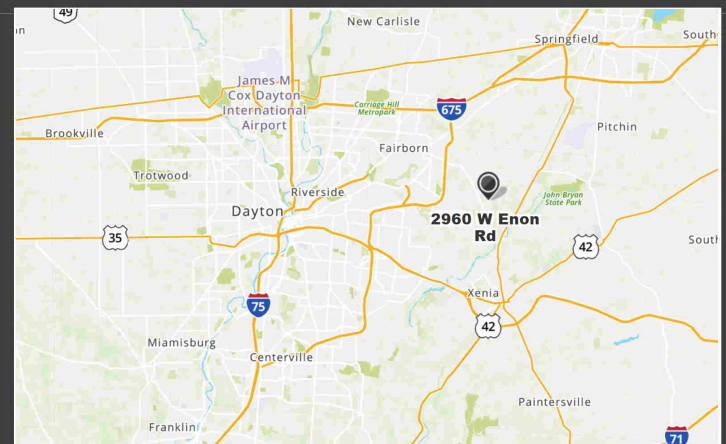




## PUBLIC VIEWINGS

Auction representatives will be available at the property on the following dates:

- February 17th (Wed) from 9:00 am to approximately 3:00 pm (during the personal property auction of the remaining building contents)
- February 23rd (Tues) from Noon to 5:30 pm
- Or by appointment



Located only minutes from I-675 & WPAFB.

- Purchaser will pay customary portion of closing costs at closing. Closing will be conducted by Chicago Title, Dayton, Ohio.

**Possession:** On or about date of closing.

**Personal Property Auction:** Owner reserves the right to use the property as desired, including the right to conduct a personal property auction, up to the date of closing. All classroom and office furniture, classroom & shop equipment, kitchen equipment & walk-ins, lockers, and other personal property will be sold separately at Public Auction and shall not be assumed to sell with the real estate.

**Agency:** Sheridans LLC and its representatives are Exclusive Sales Agents for the Owner.

**Disclaimer & Absence of Warranties** All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the *Confirmation of Sale Agreement*. Announcements made by the Auctioneer at the time of the Auction will take precedence over any previously printed or oral information. The property is sold on an "AS IS, WHERE IS" basis, and no warranties or representations, either expressed or implied, concerning the property are made by the Owner or the Auction Company. Each bidder is responsible for conducting his/her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is believed to be accurate, but is subject to verification by all parties relying on it. Neither the Owner nor the Auction Company assumes liability for its

accuracy, errors, or omissions. Conduct at the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Owner and the Auction Company reserve the right to preclude any person from bidding if there is any question as to the person's

credentials, fitness, legal capacity, etc. All decisions of the Auctioneer are final. **COVID-19 Statement:** Owner and Auction Company reserve the right to change the auction location and schedule if required due to changes in public gathering mandates. Up-to-date information will be provided at the auction website.

**Online Bidding** All online bidders must be pre-registered on auction company's website prior to the auction date. See additional online bidding terms at auction website.



**(937) 766-2300**

**www.SheridanTeam.com**

# SHERIDAN

## & ASSOCIATES

AUCTIONEERS, REAL ESTATE BROKER, APPRAISERS, LLC

(937) 766-2300

www.SheridanTeam.com



200 Parkview Ln.  
Cedarville, OH 45314  
(937) 766.2300 (Voice)  
(937) 766.0002 (Fax)

E-mail: [Info@SheridanTeam.com](mailto:Info@SheridanTeam.com)  
[www.SheridanTeam.com](http://www.SheridanTeam.com)

February 5, 2021

Dear Prospective Bidder:

We thank you for your interest in the upcoming Real Estate Auction of the **Greene County Career Center** property located at **2960 W. Enon Road, Xenia, Ohio**, located in **Xenia Township, Greene County, consisting of 45.44 acres selling in one (1) lot**. The auction method of marketing real property is an exciting sales method and one that has developed into a premier method of marketing all types of real property.

**The real estate sells via Public and Live Online Auction bidding beginning on Wednesday, March 3<sup>rd</sup> at 1:00 pm.** The information you will find in this package is information that will be useful in your evaluation of the real property. We have relied on publicly available data for the information presented in this Bidder Package and we believe it to be accurate and reliable. We recommend that you verify all information presented.

Sincerely,

Matt Sheridan  
Auction Manager

# ***WHAT YOU CAN EXPECT AS A BIDDER . . .***

## **1. *How do I bid?***

A simple nod of the head, a raise of your arm or bid card, or any other intentional movement will be accepted as a bid. Our best advice is to talk to one of the auctioneers prior to the auction and to express your desire to bid.

## **2. *What is the Property Worth?***

The Property is worth what a knowledgeable Buyer will pay and a willing Seller will accept. We will attempt to the best of our ability to provide you with the information needed to determine how the property compares to other properties that have sold in the area or similar market. Decide what the property is worth to you and be sure to have access to the funds necessary to complete the transaction, with a loan confirmation if necessary. Ultimately the public appraises the property on the day of the sale.

## **3. *What Can I Expect at a Real Estate Auction?***

You can typically expect the property to be sold. We will start the auction at the scheduled time and spend an appropriate amount of time making opening announcements and discussing the purchase terms of the auction. You should feel free at that time to ask any questions that you may have regarding the property, the method of auction, or any other matters pertaining to the sale. If you have a question during the auction, please address your question to one of the auction bid assistants and they will be happy to assist you. Buying real estate at auction is very similar to buying antiques at auction – just a little more money!

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**SHERIDANS LLC**



# Greene County Parcel Map



## Greene County Legend

1 inch = 400 feet

- |                    |             |                             |
|--------------------|-------------|-----------------------------|
| Interstate Highway | Schools     | Parcel Number<br>Lot Number |
| US Highway         | Parks       | Parcel Boundary             |
| State Route        | Buildings   | Corporation Lines           |
| Local Roads        | Hydrography | Topography                  |



0 240 480 Feet

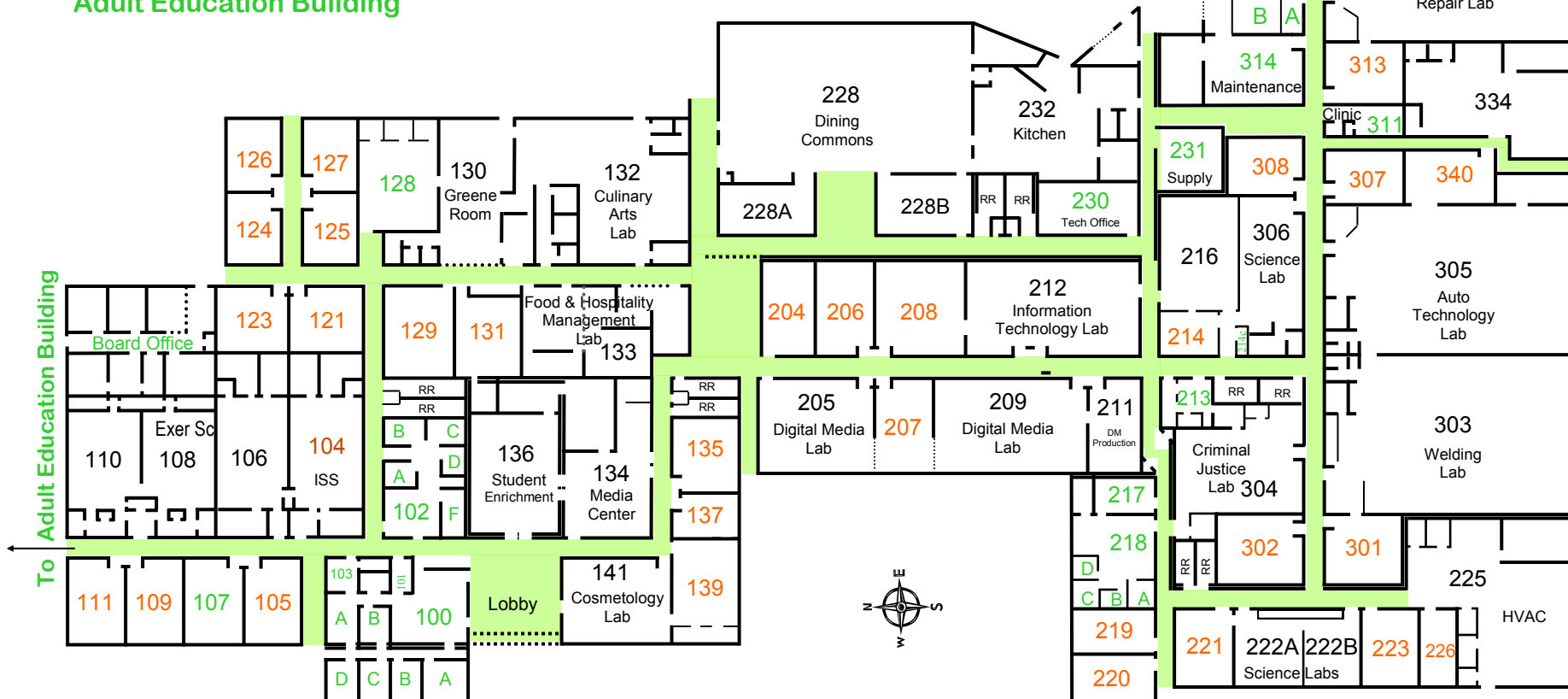
This map was prepared as the tax map for Greene County as prepared by the Greene County Engineer in accordance with Section 5713.09 of the Ohio Revised Code. Greene County assumes no legal responsibility for the information contained on this map. Users noting errors or omissions are encouraged to contact the Greene County GIS Department.

# Greene County Career Center

Rev. 8/12/2016



Adult Education Building





## Parcel #15

## Greene County, Ohio

1/12/2021 5:37:48 PM

**Parcel ID: M36-0001-0005-0-0015-00**

Tax Year: 2020

**Card: 1 of 6**

Owner: GREENE JOINT VOCATIONAL SCHOOL	Description: 7-4-35 & 36 NS NW 1/4 & SW 1/4 RD EASE .45A
Mailing Name/Address: GREENE JOINT VOCATIONAL SCHOOL 47 N GALLOWAY ST XENIA OH 45385	2960 W ENON RD Property Address: 2960 W ENON RD Class: E - EXEMPT PROPERTY OWNED BY BD OF EDUC. Map/Routing: 0005.00 002.00 Neighborhood: 00337.000
Tax District: M36 - XENIA TWP XENIA CSD	Parcel Tieback:



M36000100050001500 04/28/2018

## LAND DATA

LAND DATA		Effective		Square		
Desc	Type	Frontage	Depth	Footage	Acres	Value
Primary Site	ACREAGE				5.0000	\$200,000.00
Residual	ACREAGE				20.3830	\$163,060.00

## STRUCTURE DATA

Structure	612 - SCHOOL	Structure Value	\$5,934,500.00
Year Blt	1967	Total OBY Value	\$139,940.00
Eff Year		Total Card Value	\$6,074,440.00
# Units	1		
Ident Units	1		
Covered Parking			
Uncovered Parking			
Total Sq Feet	144539		

## PROPERTY FACTORS

Topography	Utilities	Street/Road	Traffic
LEVEL	ALL PUBLIC	PAVED	LIGHT

## OTHER BUILDING & YARD ITEMS

Description	Yr Blt	Area	Units	Value
PAVING ASPHALT PARKING	1967	60000	1.00	\$54,380.00
PAVING ASPHALT PARKING	1995	30000	1.00	\$27,190.00
PREFABRICATED STEEL BUILDING	1975	6400	1.00	\$27,290.00
PREFABRICATED STEEL BUILDING	1979	5856	1.00	\$25,400.00
FENCE CHAIN LINK	1995	3360	1.00	\$2,440.00
FENCE CHAIN LINK	1995	1920	1.00	\$1,390.00
FRAME UTILITY SHED	2010	220	1.00	\$1,850.00

## SALES DATA

Sale Date	Type	Amount	Source

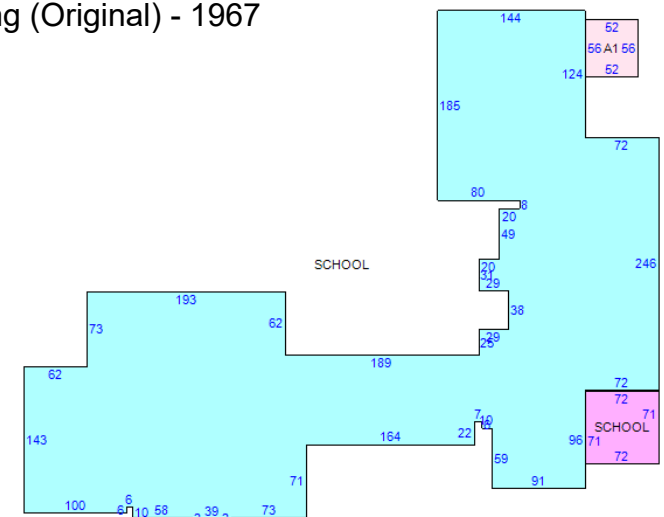
## VALUES

VALUES	Land Value	Bldg Value	Total Value	Value Date
Appraised	\$363,060.00	\$12,500,360.00	\$12,863,420.00	12/3/2020
Assessed (35%)	\$127,070.00	\$4,375,130.00	\$4,502,200.00	

## TAXES

TAXES	Delinquent	1st Half	2nd Half	Total
Real:	\$0.00			
Special	\$0.00			
Total:	\$0.00			
Total Tax:				\$0.00
Amount Due:				\$0.00

### Main Building (Original) - 1967





Parcel ID: M36-0001-0005-0-0015-00Tax Year: 2020Card: 2 of 6

Owner: GREENE JOINT VOCATIONAL SCHOOL  
Mailing Name/Address: GREENE JOINT VOCATIONAL SCHOOL  
47 N GALLOWAY ST  
XENIA OH 45385  
Tax District: M36 - XENIA TWP XENIA CSD

Description: 7-4-35 & 36 NS NW 1/4 & SW 1/4 RD EASE .45A  
2960 W ENON RD  
Property Address: 2960 W ENON RD  
Class: E - EXEMPT PROPERTY OWNED BY BD OF EDUC.  
Map/Routing: 0005.00 002.00  
Neighborhood: 00337.000  
Parcel Tieback:

LAND DATA		Effective		Square		
Desc	Type	Frontage	Depth	Footage	Acres	Value

STRUCTURE DATA

Structure	612 - SCHOOL	Structure Value	\$3,269,040.00
Year Blt	2000	Total OBY Value	
Eff Year		Total Card Value	
# Units	1		
Ident Units	1		
Covered Parking			
Uncovered Parking			
Total Sq Feet	44826		

PROPERTY FACTORS

Topography	Utilities	Street/Road	Traffic
LEVEL	ALL PUBLIC	PAVED	LIGHT

OTHER BUILDING & YARD ITEMS

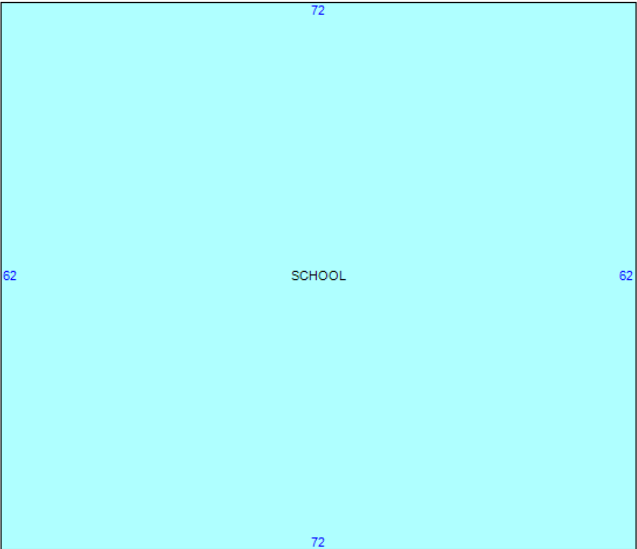
Description	Yr Blt	Area	Units	Value

SALES DATA			
Sale Date	Type	Amount	Source

VALUES	Land Value	Bldg Value	Total Value	Value Date
Appraised				
Assessed (35%)				

TAXES	Delinquent	1st Half	2nd Half	Total

Electrical Wiring Lab (Addition) - 2000



# Parcel #15

Greene County, Ohio

1/12/2021 5:37:57 PM

Parcel ID: M36-0001-0005-0-0015-00

Tax Year: 2020

Card: 3 of 6

Owner: GREENE JOINT VOCATIONAL SCHOOL Mailing Name/Address: GREENE JOINT VOCATIONAL SCHOOL 47 N GALLOWAY ST XENIA OH 45385 Tax District: M36 - XENIA TWP XENIA CSD	Description: 7-4-35 & 36 NS NW 1/4 & SW 1/4 RD EASE .45A 2960 W ENON RD Property Address: 2960 W ENON RD Class: E - EXEMPT PROPERTY OWNED BY BD OF EDUC. Map/Routing: 0005.00 002.00 Neighborhood: 00337.000 Parcel Tieback:
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## LAND DATA

Desc	Type	Effective Frontage	Depth	Square Footage	Acres	Value

## STRUCTURE DATA

Structure	612 - SCHOOL	Structure Value	\$993,120.00
Year Blt	2000	Total OBY Value	
Eff Year		Total Card Value	
# Units	1		
Ident Units	1		
Covered Parking			
Uncovered Parking			
Total Sq Feet	13749		

## PROPERTY FACTORS

Topography	Utilities	Street/Road	Traffic
LEVEL	ALL PUBLIC	PAVED	LIGHT

## OTHER BUILDING & YARD ITEMS

Description	Yr Blt	Area	Units	Value

## SALES DATA

Sale Date	Type	Amount	Source

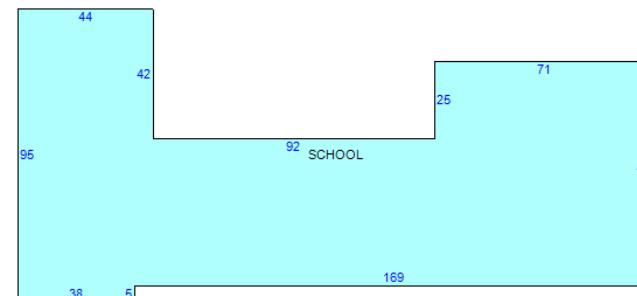
## VALUES

Land Value	Bldg Value	Total Value	Value Date
Appraised Assessed (35%)			

## TAXES

Delinquent	1st Half	2nd Half	Total

Science Labs (Addition) - 2000





# Parcel #15

Greene County, Ohio

1/12/2021 5:37:59 PM

Parcel ID: M36-0001-0005-0-0015-00

Tax Year: 2020

Card: 4 of 6

Owner: GREENE JOINT VOCATIONAL SCHOOL	Description: 7-4-35 & 36 NS NW 1/4 & SW 1/4 RD EASE .45A
Mailing Name/Address: GREENE JOINT VOCATIONAL SCHOOL	2960 W ENON RD
47 N GALLOWAY ST	Property Address: 2960 W ENON RD
XENIA OH 45385	Class: E - EXEMPT PROPERTY OWNED BY BD OF EDUC.
Tax District: M36 - XENIA TWP XENIA CSD	Map/Routing: 0005.00 002.00
	Neighborhood: 00337.000
	Parcel Tieback:

## LAND DATA

Desc	Type	Effective Frontage	Depth	Square Footage	Acres	Value

## STRUCTURE DATA

Structure	612 - SCHOOL	Structure Value	\$98,640.00
Year Blt	2000	Total OBY Value	
Eff Year		Total Card Value	
# Units			
Ident Units	1		
Covered Parking			
Uncovered Parking			
Total Sq Feet	1218		

## PROPERTY FACTORS

Topography	Utilities	Street/Road	Traffic
LEVEL	ALL PUBLIC	PAVED	LIGHT

## OTHER BUILDING & YARD ITEMS

Description	Yr Blt	Area	Units	Value

## SALES DATA

Sale Date	Type	Amount	Source

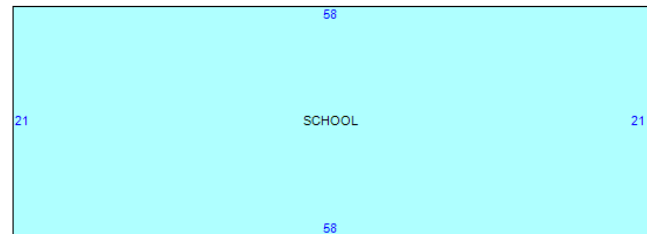
## VALUES

Land Value	Bldg Value	Total Value	Value Date
Appraised Assessed (35%)			

## TAXES

Delinquent	1st Half	2nd Half	Total

Entry Foyer (Addition) - 2000



# Parcel #15

Greene County, Ohio

1/12/2021 5:38:01 PM

Parcel ID: M36-0001-0005-0-0015-00

Tax Year: 2020

Card: 5 of 6

Owner: GREENE JOINT VOCATIONAL SCHOOL	Description: 7-4-35 & 36 NS NW 1/4 & SW 1/4 RD EASE .45A 2960 W ENON RD
Mailing Name/Address: GREENE JOINT VOCATIONAL SCHOOL 47 N GALLOWAY ST XENIA OH 45385	Property Address: 2960 W ENON RD Class: E - EXEMPT PROPERTY OWNED BY BD OF EDUC. Map/Routing: 0005.00 002.00 Neighborhood: 00337.000
Tax District: M36 - XENIA TWP XENIA CSD	Parcel Tieback:

## LAND DATA

Desc	Type	Effective Frontage	Depth	Square Footage	Acres	Value

## STRUCTURE DATA

Structure	612 - SCHOOL	Structure Value	\$852,050.00
Year Blt	1993	Total OBY Value	
Eff Year		Total Card Value	
# Units	1		
Ident Units	1		
Covered Parking			
Uncovered Parking			
Total Sq Feet	13376		

## PROPERTY FACTORS

Topography	Utilities	Street/Road	Traffic
LEVEL	ALL PUBLIC	PAVED	LIGHT

## OTHER BUILDING & YARD ITEMS

Description	Yr Blt	Area	Units	Value

## SALES DATA

Sale Date	Type	Amount	Source

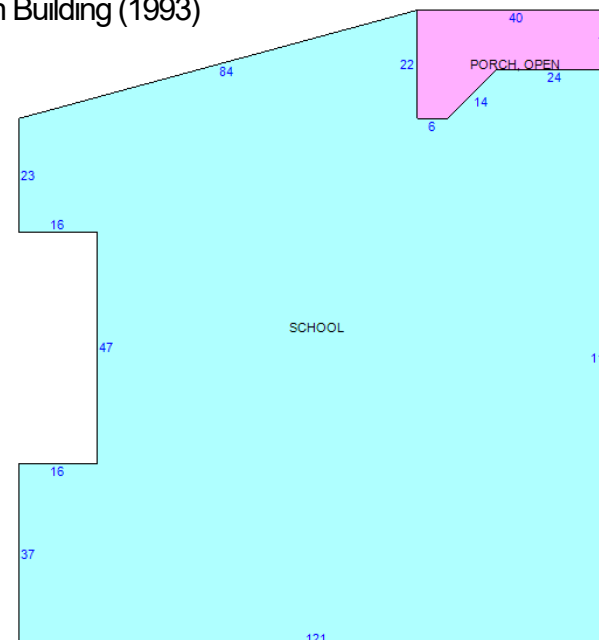
## VALUES

Land Value	Bldg Value	Total Value	Value Date
Appraised Assessed (35%)			

## TAXES

Delinquent	1st Half	2nd Half	Total

## Adult Education Building (1993)





# Parcel #15

Greene County, Ohio

1/12/2021 5:38:03 PM

Parcel ID: M36-0001-0005-0-0015-00

Tax Year: 2020

Card: 6 of 6

Owner: GREENE JOINT VOCATIONAL SCHOOL Mailing Name/Address: GREENE JOINT VOCATIONAL SCHOOL 47 N GALLOWAY ST XENIA OH 45385 Tax District: M36 - XENIA TWP XENIA CSD	Description: 7-4-35 & 36 NS NW 1/4 & SW 1/4 RD EASE .45A 2960 W ENON RD Property Address: 2960 W ENON RD Class: E - EXEMPT PROPERTY OWNED BY BD OF EDUC. Map/Routing: 0005.00 002.00 Neighborhood: 00337.000 Parcel Tieback:
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## LAND DATA

Desc	Type	Effective Frontage	Depth	Square Footage	Acres	Value
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## STRUCTURE DATA

Structure	612 - SCHOOL	Structure Value	\$1,213,070.00
Year Blt	2003	Total OBY Value	
Eff Year		Total Card Value	
# Units	1		
Ident Units	1		
Covered Parking			
Uncovered Parking			
Total Sq Feet	13212		

## PROPERTY FACTORS

Topography	Utilities	Street/Road	Traffic
LEVEL	ALL PUBLIC	PAVED	LIGHT

## OTHER BUILDING & YARD ITEMS

Description	Yr Blt	Area	Units	Value
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## SALES DATA

Sale Date	Type	Amount	Source
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## VALUES

Land Value	Bldg Value	Total Value	Value Date
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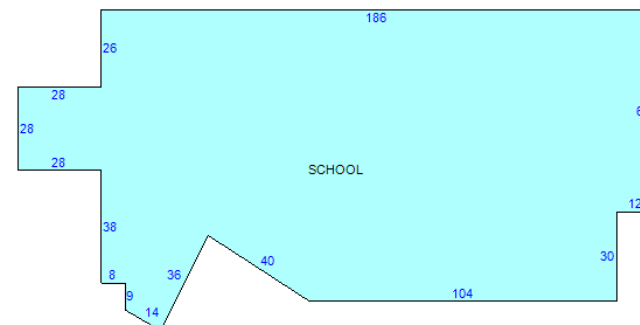
Appraised	
Assessed (35%)	

## TAXES

Delinquent	1st Half	2nd Half	Total
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Cafeteria/Dining Commons and Kitchen (2003)



# Parcel #36

Greene County, Ohio

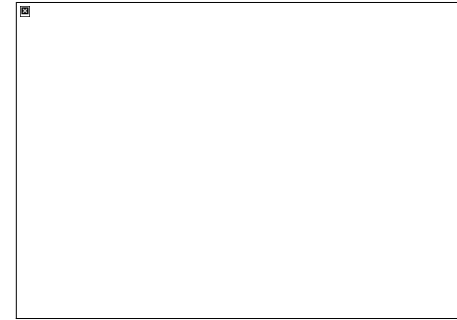
1/12/2021 5:42:41 PM

Parcel ID: M36-0001-0004-0-0036-00

Tax Year: 2020

Card: 1 of 0

Owner: GREENE COUNTY VOCATIONAL SCHOOL DISTRICT	Description: 7-4-36 EAST OF SR 235 W ENON RD
Mailing Name/Address: GREENE COUNTY VOCATIONAL SCHOOL DISTRICT 2960 W ENON RD XENIA OH 45385	Property Address: W ENON RD Class: E - EXEMPT PROPERTY OWNED BY BD OF EDUC. Map/Routing: 0004.00 010.09 Neighborhood: 00122.003
Tax District: M36 - XENIA TWP XENIA CSD	Parcel Tieback:



## LAND DATA

Desc	Type	Effective Frontage	Depth	Square Footage	Acres	Value
Secondary Site	ACREAGE				1.0000	\$36,000.00
Residual	ACREAGE				4.0570	\$36,510.00

## SALES DATA

Sale Date	Type	Amount	Source
01/05/2001	LAND	\$0.00	AGENT
01/05/2000	LAND	\$0.00	AGENT

## VALUES

	Land Value	Bldg Value	Total Value	Value Date
Appraised	\$72,510.00	\$0.00	\$72,510.00	12/3/2020
Assessed (35%)	\$25,380.00	\$0.00	\$25,380.00	

## STRUCTURE DATA

Structure	Structure Value
Year Blt	Total OBY Value
Eff Year	Total Card Value
# Units	
Ident Units	
Covered Parking	
Uncovered Parking	
Total Sq Feet	

## TAXES

	Delinquent	1st Half	2nd Half	Total
Real:	\$0.00			
Special	\$0.00			
Total:	\$0.00			
Total Tax:				\$0.00
Amount Due:				\$0.00



Sorry, no sketch available  
for this record

## PROPERTY FACTORS

Topography	Utilities	Street/Road	Traffic
LEVEL	NONE	PAVED	LIGHT

## OTHER BUILDING & YARD ITEMS

Description	Yr Blt	Area	Units	Value



# Parcel #14

Greene County, Ohio

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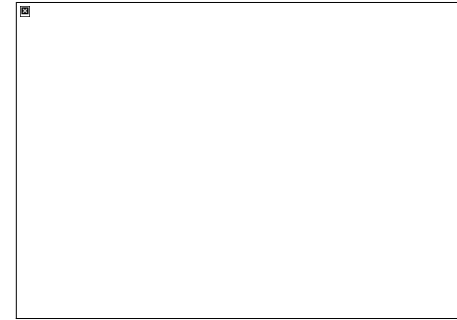
Parcel ID: M36-0001-0005-0-0014-00

Tax Year: 2020

Card: 1 of 0

Owner: GREENE JOINT VOCATIONAL  
SCHOOL  
Mailing Name/Address:  
GREENE JOINT VOCATIONAL  
SCHOOL  
47 N GALLOWAY ST  
XENIA OH 45385  
Tax District: M36 - XENIA TWP XENIA CSD

Description: 7-3-35 N 1/2 .258A  
RD EASEMENT BACK LANE  
W ENON RD  
Property Address: W ENON RD  
Class: E - EXEMPT PROPERTY OWNED BY BD OF EDUC.  
Map/Routing: 0005.00 003.00  
Neighborhood: 00337.000  
Parcel Tieback:



## LAND DATA

Desc	Type	Effective Frontage	Depth	Square Footage	Acres	Value
Residual	ACREAGE				15.0000	\$120,000.00

## STRUCTURE DATA

Structure	Structure Value
Year Blt	Total OBY Value
Eff Year	Total Card Value
# Units	
Ident Units	
Covered Parking	
Uncovered Parking	
Total Sq Feet	

## PROPERTY FACTORS

Topography	Utilities	Street/Road	Traffic
LEVEL		PAVED	LIGHT

## OTHER BUILDING & YARD ITEMS

Description	Yr Blt	Area	Units	Value
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## SALES DATA

Sale Date	Type	Amount	Source
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## VALUES

	Land Value	Bldg Value	Total Value	Value Date
Appraised	\$120,000.00	\$0.00	\$120,000.00	12/3/2020
Assessed (35%)	\$42,000.00	\$0.00	\$42,000.00	

## TAXES

	Delinquent	1st Half	2nd Half	Total
Real:	\$0.00			
Special	\$0.00			
Total:	\$0.00			
Total Tax:				\$0.00
Amount Due:				\$0.00



Sorry, no sketch available  
for this record



<b>City:</b>	Xenia	<b>Area:</b>	520 Greene County
<b>Zip:</b>	45385	<b>Property Type:</b>	Commercial Sale
<b>County:</b>	Greene	<b>Land Info:</b>	
<b>Parcel ID #:</b>	M36000100050001500	<b>Acres:</b>	45.44
<b>Township:</b>	Xenia	<b>Lot Size:</b>	45.44 Acres
<b>Subdivision:</b>	Xenia Township, neighboring City of Fairborn	<b>Year Built:</b>	1967
<b>Tax Year:</b>	2020	<b>Total SqFt:</b>	243,400
<b>Semi</b>			
<b>Annual Tax:</b>	\$0		
<b>Additional Tax Info:</b>	Additional Parcels		
<b>New</b>			
<b>Financing:</b>	Conventional		

**Directions:** From I-675 near Fairborn, go SE on State Route 235 to left on W. Enon Road to property. Located only minutes from I-675, I-70, and Wright Patterson AFB.

#### Property Description

**Business Type:** Adult Day Care; Auto Body; Auto Service; Cabinets; Candy/Cookie; Church; Commercial; Construction/ Contractor; Distribution; Education/School; Health Services; Industrial; Manufacturing; Medical; Mixed; Nursing Home; Warehouse; Wholesale; Other

**Occupant Type:** Owner

**Occupancy:** Close Of Escrow

**Exterior:** Brick

**Structure Type:** Business

**Basement:** Crawl Space

**Other Structures:** Outbuilding

**Possible Use:** Industrial; Manufacture; Professional; Special; Warehouse; Other

**Parking:** Parking Lot; Private

**Road Frontage Type:** County Road; Paved

**Road Surface Type:** Asphalt

**Utilities:** Natural Gas Connected

**Heating System:** Geothermal; Natural Gas

**Cooling:** Central Air

**Water Source:** Supplied Water

**Sewer:** Septic Tank

**Additional Tax Info:** Additional Parcels

**New Financing:** Conventional

**Special Listing Conditions:** Auction

**Public Remarks:** Multi-Functional Commercial Property will sell at Public Auction on Wed, March 3, at 1:00 at the property. Featuring 45+ acres with 4 buildings totaling 243,400 SF, 7+ acres of asphalt parking & driveways, fiber optics, natural gas, public water, 4+ acre pond, and more. The main building, with additions and remodeling in 2000 and 2012, includes 217,500 SF with 7 large high-bay shops, over 50 class & multi-purpose rooms, 3 commercial kitchens, 13 bathrooms, large cafeteria/ auditorium, and many private office & related spaces. The 2nd building (1993) is in like-new condition and includes 13,376 SF with front reception offices and 13 large & small class & multi-purpose rooms. The two remaining buildings include 2 steel storage bldgs with 12,250 SF primarily used for maintenance and storage. The property is located in Xenia Township, Greene County, and is adjacent to the City of Fairborn for multiple zoning options including Institutional & Government, light manufacturing, light industrial, private school, nursing home, and many other commercial & compartmental uses. Multiple entrances available to subdivide into many rentable commercial spaces. Contact Auction Agent for complete details.

**Virtual Tour** [Click to View Virtual Tour](#)

**Showing Instructions:** 24 Hour Notice

**Listing courtesy of:**

**Matt Sheridan**

**Bart K Sheridan**

Sheridan and Associates

937-766-2300

[info@sheridanteam.com](mailto:info@sheridanteam.com)

200 Parkview Lane Cedarville,  
OH 45314

<http://www.SheridanTeam.com>

## GREENE COUNTY CAREER CENTER REAL ESTATE TAX INFORMATION

Due to the property's current use as a public school, the property is exempt from real estate taxes. For this reason, the County's real estate tax assessment value has never been evaluated. The Greene County Auditor is aware of this and has recommended that the purchaser file a complaint with the Auditor's office to appeal the current assessed value immediately after the closing.

While there is no way to determine how the Greene County Auditor will re-value the property after a complaint is filed, below are estimated annual real estate taxes based on various potential values.

VALUE	ANNUAL REAL ESTATE TAX
\$ 500,000	\$ 10,795
\$ 750,000	\$ 16,192
\$ 1,000,000	\$ 21,589
\$ 1,500,000	\$ 32,384
\$ 2,000,000	\$ 43,179
\$ 2,500,000	\$ 53,973

Note: Real Estate taxes are assessed based on a property's status as of January 1<sup>st</sup>. Also, real estate taxes are paid in arrears, which means that real estate taxes for any given year are not due until the following year. Because the property was tax exempt on January 1, 2021, the property will retain its tax exempt status through the 2021 tax year. Therefore, if the property is purchased for non-tax exempt purposes in 2021, then the property will become taxable in 2022 and the first real estate tax bill will not be due until February 2023.



SHERIDANS LLC

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Fax: 937.767.1616

## **Geothermal / HVAC Systems:**

**Main Building:** The HVAC is a geo-thermal system. The well field consists of 300 vertical closed-loop wells. The pump house at the edge of the parking lot holds the 2 pumps that pump the glycol fluid through system. There are approximately 35 heat pump roof top units that provide both cooling and heating. In the Digital Media hallway, the rooms have a cassette in the ceiling that disperses the air. Those cassettes are fed from 6 Daiken/McQuay units located in a nearby closet. Three of the high bay labs have air handler units located in the lab instead of a rooftop unit. The Criminal Justice area has 7 units located above the ceiling throughout the space also being fed from the geo-thermal system.

**Adult Education Building:** This building was built in 1994. It uses a boiler for heat and a chiller, located on the roof, for cooling.

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## **Private Sewage System:**

The sewage system consists of 3 septic tanks, in series, which catch the solids. The liquid flows to a small catch pond with an aerator located in the pond. From there the liquid flows through pipes to 2 marsh fields and another catch pond, also with an aerator. The marsh fields have plants in them that pulls the nitrogen from the liquid. The liquid then flows into a greenhouse which has plants that perform the same duties as the plants in the marshes. From there the fluid is pumped to two leach fields as the final destination of the liquid. The system was designed by the owner of Freshwater Farms in Urbana, Ohio.

The sewage system is regulated by the Southwest Ohio office of the Ohio EPA and is periodically monitored by the Greene County Combined Health District. The EPA reviewed and approved the plans and issued a Permit to Install for the system upgrade design in 2007-2008.

This sewage system serves both educational buildings on campus. The second Educational Building north of the main school has a sewer line that drains to the sewage system at the main building complex.

*This information was provided by the Greene County Combined Health District and the maintenance department of the Greene County Career Center.*





# **Zoning Information**

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**Current Zoning**

**AND**

**Potential New Zoning Options**

**Xenia Township, Greene County, OH**



# Current Zoning:

## **SECTION 405 - IG - INSTITUTIONAL AND GOVERNMENTAL DISTRICT**

(Subject to Section 412 Flood Overlay and Section 413 Well Field Overlay)

### **405.1 Intent and Purpose**

This district is provided for the use of educational institutions, hospitals, residential social service facilities, and other institutions of a religious charitable or philanthropic or governmental agency nature. A minimum land area of one (1) acre if central water supply and offsite waste disposal are available or three (3) acres if they are not available. It is strongly recommended that such developments be Planned Unit Developments per Section 414.

### **405.2 Permitted Principal Uses**

Public uses, semi-public uses, public service facility, essential services and accessory uses.

1. Churches and similar places of worship, parish houses, convents in conjunction with churches or schools, schools and colleges for academic instruction;
2. Convalescent or Nursing Homes.
3. Hospitals, clinics & Sanitariums for human care;
4. Public libraries;
5. Community Center.

### **405.3 Accessory Uses**

Refer to Article II, Section 201 Accessory Use or Building: Is a use or building on the same lot with and of a nature customarily incidental and subordinate to, those of the main use or building.

### **405.4 Conditional Uses**

1. Agriculture and Airports
2. Agritourism

### **405.5 Yard Requirements**

Those yard requirements of the adjacent and surrounding Residential, B-2 and B-3 Districts.

### **405.6 Building Height Regulations**

Maximum permitted height for buildings in this District shall be 45 feet.

### **405.7 Maximum Percentage of Lot Coverage**

15%

### **405.8 Minimum Lot Size**

1 Acre.

### **405.9 Minimum Lot Frontage**

250 Feet

# Potential New Zoning:

## **SECTION 408 - B- 3 - HIGHWAY BUSINESS DISTRICT**

(Subject to Section 412 Flood Overlay and Section 413 Well Field Overlay)

### **408.1 Intent and Purpose**

This district is designed to provide for highway oriented uses and less intensive business types to serve the market of the urban area rather than the neighborhood and is typically mapped along major traffic arteries. The district regulations are designed to provide for properly located major shopping complexes which will be serviced with conveniently located off-street parking areas and safe pedestrian movement. Land to be placed in this district is intended to have level topography for safe ingress, egress and parking, public utilities, central water supply, offsite waste water disposal and major transportation facilities readily available. A Highway Business District should be not less than five (5) acres. Zoning of tracts smaller than this is discouraged. It is strongly recommended that such development be Planned Unit Development per Section 414.

### **408.2 Permitted Principal Uses**

1. Public and semi-public buildings such as or similar to:
  - a. Churches;
  - b. Fraternal organizations;
  - c. Library;
  - d. Municipal offices;
  - e. Community Center
2. Automobile service stations including light repairs accessory sales and installations; also bicycle repair;
3. Automobile sales and service (new or used), truck and recreational vehicles, boat sales;
4. Auto wash facilities which are at least partially enclosed in a building;
5. Bars and refreshment stands;
6. Building services and supplies, including lumber yard;
7. Carry-outs;
8. Drive-in service establishments as referred to in Section 521;
9. Farm implement sales;
10. Fruit, florist, nursery stock and produce sales;
11. Furniture and appliances, including rugs, floor coverings, draperies, sewing machine shops, used furniture, office equipment, supplies and similar uses;
12. Gift shops, camera shops, record shops, book and stationery stores, jewelry stores, and similar uses;
13. Hardware and related stores as paint, wallpaper and similar uses;
14. Household appliance repair;
15. Mortuary establishments (a caretaker's residence may be provided within the main building of mortuary establishment);
16. Motels and hotels;
17. Open air commercial amusements;
18. Parking garage;
19. Photographic studios;
20. Plumbing and heating shops;
21. Professional and other offices drawing a large number of clients and/or customers such as, but not restricted to:
  - a. Chamber of Commerce and automobile clubs;

- b. Doctors, Dentists, Lawyers, Architects;
- c. Insurance, Realtors, Unions;
- d. Post office;
- e. Utility office.
- 22. Publishing and printing;
- 23. Repair shops such as shoe and watch repair;
- 24. Restaurants;
- 25. Service shops such as barber, beauty, laundry, cleaner and similar uses including laundry pick-up service and coin operated washing and dry-cleaning facilities;
- 26. Travel agencies;
- 27. Utility trailer sales and rentals;
- 28. Variety stores.

#### **408.3 Accessory Uses**

Refer to Article II, Section 201 Accessory Use or Building: Is a use or building on the same lot with, and of a nature customarily incidental and subordinate to, those of the main use or building.

#### **408.4 Conditional Uses**

The following uses are allowed in any B-3 Highway Business District provided a conditional use is granted by the Board of Appeals as provided in Section 608 of this Resolution:

- 1. Any use of like nature of the permitted use in Districts B-1 and B-2 Business Districts.
- 2. Store & Lock /Mini-warehouse Facility provided the development meets the following requirements:
  - a. No activities other than rental of storage units and pick-up and deposit of storage shall be allowed on the store & lock facility premises. Examples of prohibited activities include but are not limited to the following:
    - (1) Auctions, commercial, wholesale or retail sales or miscellaneous or garage sales.
    - (2) The servicing, repair or fabrication of motor vehicles, boats, trailers, lawn mowers, appliances or other similar equipment.
    - (3) The operation of power tools, spray painting equipment, table saws, lathes, compressors, welding equipment, kilns or other similar equipment.
    - (4) Hazardous, explosives, radioactive, flammable: The storage of hazardous, explosive, radioactive and/or flammable materials as defined in the Fire Code, which could endanger the health, safety and welfare of Township residents shall not be allowed on the premises.
  - b. Outside Storage: Storage of goods and materials shall be confined in individual locker/stalls.
- 3. Scrap Tire Collection Facility
 

The Board of Zoning Appeals may consider a conditional Use if all of the following conditions are met:

  - a. The site has been approved by the Ohio EPA as a Class II Scrap Tire Storage Facility;
  - b. The site meets conditions for approval of the licensing authority for such a facility;
  - c. Tires are collected in a covered dumpster only;
  - d. Maximum one dumpster per site;



- e. Applicant provides a copy of the annual inspection report from the licensing authority for such a facility to the Township.

These conditions are in addition to those that may be required by the Board of Zoning Appeals.

4. Public garages, motor vehicle auto paint and body shops;
5. Agritourism

#### **408.5 Yard Requirements**

In a B-3 Highway Business District the following yard area shall be provided:

1. Front Yards: A 25-foot front yard shall be required excepting where the frontage on one side of the block is divided between B-3 Highway Business District and a Residential District, the Residential District setback shall apply.
2. Side Yards: Side yards shall not be required except a yard of not less than 10 feet in width shall be provided where a side lot line of the B-3 Highway Business District abuts a Residential District.
3. Rear Yards: Rear yards shall not be required except where a rear lot line of the B-3 Highway Business District abuts a residential district a rear yard of 30 feet shall be provided.

#### **408.6 Building Height Regulations**

No building in the B-3 Highway Business District shall exceed 2 1/2 stories or thirty-five (35) feet in height.

#### **408.7 Accessory Parking**

Space shall be provided in accordance with the provisions of Section 514.

#### **408.8 Off-Street Loading**

Spaces shall be provided in accordance with the provisions of Section 513.

#### **408.9 Signs**

See Section 517 for size and location of permitted signs.

#### **408.10 Screening**

See Section 515 for screening regulations for uses adjoining Residential Districts.

#### **408.11 Maximum Percentage of Lot Coverage**

20%

#### **408.12 Minimum Lot Size**

5 Acres

# Potential New Zoning:

## **SECTION 409 - M-1 RESTRICTED OR LIGHT INDUSTRIAL DISTRICT:**

(Subject to 412 Flood Plain Overlay and Section 413 Well Field Overlay)

### **409.1 Intent and Purpose**

The purpose of the Restricted or Light Industrial District is to provide space for those industrial uses which operate in a clean and quiet manner and generate only light to moderate amounts of traffic. This district is not intended for the use of industries which deal with hazardous elements or emit noise, glare, dust, odor, smoke, or possess other offensive characteristics detrimental to surrounding land uses such as large traffic generation. The intent is to create and protect efficient light industrial areas by insuring careful design, placement, and grouping of industries which will promote the protection of any adjacent residential or business activities. Land to be placed in this district is intended to have level topography, public utilities, and major transportation facilities readily available. An Industrial District should contain at least fifty (50) acres adjacent to a major transportation corridor, with zoning of smaller tracts strongly discouraged unless factual information is presented that the proposed industry is consistent with maintaining rural character of the Township. It is strongly recommended that such development be Planned Unit Development per Section 414.

### **409.2 Permitted Principal Uses**

1. Assembly plants which do not involve the use of hazardous material or create large amounts of waste materials or hazardous materials, i.e., electronic assembly;
2. Automobile repair, but no commercial wrecking, dismantling or salvage yard;
3. Auto service station;
4. Automobile, truck sales;
5. Bottling works;
6. Builders' supply store;
7. Building and trades, including contractor's yard and utilities storage yard;
8. Carpet cleaning, dry cleaning and dyeing, laundry;
9. Cold storage plant;
10. Commercial greenhouse;
11. Dairy products manufacture;
12. Fabrications, processing, packaging and/or manufacture of food products and condiments excluding fish products, slaughter houses and rendering and refining of fats, oils, fish, vinegar, yeast and sauerkraut;
13. Fabrication, processing, packaging and/or manufacture of cosmetics, drugs, perfumes, pharmaceuticals, and toiletries;
14. Fabrication, processing, packaging and/or manufacture of ice, cold storage plant, bottling plant;
15. Farm implements and contractor equipment sales and service;
16. Foundry casting light weight non-ferrous metals, or electric foundry, not causing noxious fumes or odors;
17. Furniture reupholstering and repair;
18. Industrial research laboratories;
19. Machine shops;
20. Monument sales including incidental mechanical operations;
21. Painting, varnishing shops;
22. Plumbing supply and contracting shops including storage yards;
23. Public garages, motor vehicle auto paint and body shops;
24. Repair, rental and servicing for appliances and equipment;

25. Sign contractor;
26. Storage yard for building supplies and equipment, contractor's equipment, food, fabrics, hardware and similar goods when located entirely within a building, provided such buildings shall not be used for wrecking or dismantling of motor vehicles;
27. Tool and die shop, wrought iron shop, blacksmith or machine shop, and punch presses;
28. Trailer rental and sales;
29. Veterinary clinic, animal hospital, provided that all animals are housed in buildings or enclosures which are at least two hundred (200) feet from any "R" District.;
30. Warehouses;
31. Wholesale distributors.

#### **409.3 Accessory Uses**

Refer to Section 201.

#### **409.4 Conditional Uses**

The following uses are allowed in any M-1 Restricted or Light Industrial District provided a conditional use is granted by the Board of Appeals as provided in Section 600.8 of this Resolution:

1. Planned Development (See Article IV, Sec. 414).
2. Agritourism

#### **409.5 Yard Requirements**

In an Industrial District the following yards shall be required:

1. Front yards shall not be less than twenty-five (25) feet in depth, excepting where an Industrial District is adjacent or across the street from any Residential District, the required front yard shall be not less than fifty (50) feet.
2. Side yards shall be not less than 15 feet in width on each side except where the side yard abuts a Residential District; it shall be not less than 100 feet. Any portion of a side yard which is in excess of 15 feet from a side property line may be used for parking.
3. Rear yards shall be not less than 15 feet in depth except where the rear yard abuts an alley, it shall be less than 30 feet or where the rear yard abuts a Residential District, it shall be not less than 100 feet.

#### **409.6 Building Height Regulations**

In this District, no building shall exceed three stories or 45 feet in height.

#### **409.7 Accessory Parking**

In an Industrial District, parking shall be provided as required in Section 514.

#### **409.8 Off-Street Parking**

Space shall be provided in accordance with the provisions of Section 514.

#### **409.9 Signs**

See Section 517.4 for size and location of permitted signs.

#### **409.10 Screening**

See Section 515 for screening regulations for uses adjoining Residential District.

#### **409.11 Maximum Percentage of Lot Coverage**

25%

#### **409.12 Minimum Lot Size**

50.00 Acres

#### **409.13 Minimum Lot Frontage**

200 Feet

# **REAL ESTATE TERMS**

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## **& CONTRACT DOCUMENTS**





## **BIDDING TERMS**

**Bidding Procedure:** The property will sell in one lot to the highest bidder, subject to confirmation of the Owner.

**Acceptance of Bid Prices:** The successful bidder will sign a Confirmation of Sale Agreement at the auction site immediately following the close of bidding. Bidding IS NOT CONDITIONAL UPON FINANCING. The Seller shall have 30 calendar days following the Purchaser's signing of this Agreement to accept or reject this Offer. Rescission or Revocation of this Offer by the Buyer during these 30 days shall result in the Buyer's forfeiture of the earnest money deposit. If the Board does not resolve to accept or reject Buyer's offer within thirty (30) days after the date of the Auction, then Buyer may rescind his or her offer by written notice to the Board, provided that such notice is given prior to the Board's determination of whether to accept or reject Buyer's offer.

**Downpayment:** \$50,000 as down payment will be deposited with the Auction Company on the date of auction upon signing of Confirmation of Sale Agreement; balance due at closing.

**Real Estate Taxes:** Property is currently exempt from Real Estate taxes. Taxes will not be prorated at closing.

**Closing Date:**

- If Purchaser accepts current zoning, closing to occur on or before May 2, 2021.
- **Zoning Contingency Period:** If the current zoning is not acceptable to the Buyer, then the Buyer shall have the right to elect a 120-day "Zoning Contingency Period" to confirm the Buyer can obtain a zoning change for the Buyer's intended use. Owner agrees to cooperate with the Buyer with all reasonable zoning related requests and signatures.
  - If elected, the Buyer's intended use shall be documented in the Purchase Agreement and Buyer shall have up to 120 days beginning on the day following the Owner's acceptance of the Purchase Agreement to either confirm the required zoning and close on the transaction OR terminate the Purchase Agreement. Buyer's intended use must be different from Permitted Principal Uses under existing zoning.
  - Buyer shall officially initiate the zoning change request with the proper authority(s) within 14 calendar days following the Owner's acceptance of the Purchase Agreement.
  - If the Buyer's desired use cannot be obtained during the Zoning Contingency Period, then the Buyer shall terminate the Purchase Agreement no later than 5 days following the date of receipt of the final zoning notification from the proper government authority, with written proof of the rezoning rejection required. Failure by the Buyer to initiate the zoning change request with the proper authority(s) by the above-stated deadline shall not constitute an acceptable reason to terminate the Purchase Agreement if the zoning change cannot be obtained within the time specified in the Purchase Agreement.
  - If the Zoning Contingency Period is elected, the closing shall occur on or before 30 calendar days following receipt of final zoning notification from the proper government authority(s) but not later than 150 days following the date of Owner's acceptance of this Agreement. Written proof showing the date of zoning approval is required.
- Purchaser will pay customary portion of closing costs at closing. Closing will be conducted by Chicago Title, Dayton, Ohio.

**Possession:** On or about date of closing.

**Personal Property Auction:** Owner reserves the right to use the property as desired, including the right to conduct a personal property auction, up to the date of closing. All classroom and office furniture, classroom & shop equipment, kitchen equipment & walk-ins, lockers, and other personal property will be sold separately at Public Auction and shall not be assumed to sell with the real estate.

**Agency:** Sheridans LLC and its representatives are Exclusive Sales Agents for the Owner.

**Disclaimer & Absence of Warranties:** All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Confirmation of Sale Agreement. Announcements made by the Auctioneer at the time of the Auction will take precedence over any previously printed or oral information. The property is sold on an "AS IS, WHERE IS" basis, and no warranties or representations, either expressed or implied, concerning the property are made by the Owner or the Auction Company. Each bidder is

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**SHERIDANS LLC**

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Fax: 937.767.1616

responsible for conducting his/her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is believed to be accurate, but is subject to verification by all parties relying on it. Neither the Owner nor the Auction Company assumes liability for its accuracy, errors, or omissions. Conduct at the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Owner and the Auction Company reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, legal capacity, etc. All decisions of the Auctioneer are final.

**COVID-19 Statement:** Owner and Auction Company reserve the right to change the auction location and schedule if required due to changes in public gathering mandates. Up-to-date information will be provided at the auction website.

### **Additional Online Bidding Terms**

**PLEASE NOTE:** All online bidders agree that they have read and fully understand these terms and agree to be bound thereby:

**No Online Bidding Fees:** No buyer premiums or other online bidding fees will be charged for online bidding.

**Bidder Registration:** All online bidders must register on the Online Portal prior to the beginning of the auction and all registered bidders must be authenticated by the Auction Company prior to activation of their account.

**Online Bidding:** No pre-bidding will be permitted prior to the auction. Bids will be accepted in real time once the auction has started. Auctioneer retains full discretion to modify these terms at any time prior to or during the auction. Bidders' use of online bidding option and bid placement shall be deemed a live bid and constitutes acceptance and agreement to adhere to these terms. All bidders are responsible for reading all terms and conditions. Lack of knowledge of Auction Terms and Conditions will not release bidders from their obligations. Auctioneer is not responsible for the failure of any part of the bidding process or internet bidding. Bidding increments are at the discretion of the Auctioneer.

**Modifications and Technical Difficulties:** Auctioneer retains full discretion to modify the date, time, order, and details of the auction for any reason or no reason at all, including but not limited to technical issues, emergencies, and convenience of Auctioneer or the Seller.

In the event that there are technical difficulties related to the server, software or any other online auction-related technologies, Sheridan and the Seller reserve the right to extend bidding, continue the bidding, or close the bidding. Neither Sheridan nor the Seller shall be held responsible for a missed bid or the failure of the software to function properly for any reason. Email notifications may be sent to registered bidders with updated information as deemed necessary.

**Bidder's Agreement:** Any use of this online bidding option constitutes your acceptance and agreement to adhere to these terms. Please print a copy for your records. All bidders are responsible for reading all terms and conditions carefully. Lack of knowledge of Auction Terms and Conditions will not release bidders from their obligations.



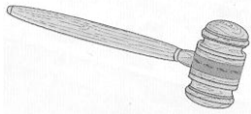
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SHERIDANS LLC

Phone: 937.767.2021

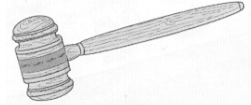
[www.SheridanTeam.com](http://www.SheridanTeam.com)

Fax: 937.767.1616



# SHERIDAN

**& ASSOCIATES** AUCTIONEERS, REAL ESTATE BROKER, APPRAISERS, LLC  
**(937) 766-2300**  
**www.SheridanTeam.com**



## AUCTION COMMISSION PARTICIPATION FORM

### \*\*\*FOR LICENSED REAL ESTATE AGENTS ONLY\*\*\*

1. The licensee must be actively licensed in the state in which the auction takes place. No commission will be shared with a non-licensed individual or firm.
2. The participating licensee **must register** his/her prospective bidder, on this approved form, prior to the prospective bidder's inspecting the property or making contact concerning the auction through SHERIDAN & ASSOCIATES, Auctioneers, Real Estate Broker, Appraisers, LLC.
3. The participating licensee must attend all viewings of property and the Auction with the prospective bidder and follow through to closing, to share a commission.
4. The participating licensee must register the prospective bidder at least **24 hours prior** to the Auction.
5. The participating licensee acknowledges receipt of this Agreement and of Auction Bidder Package.
6. This Agreement must include a signed **Agency Disclosure Statement** showing participating licensee as a buyer-broker. No Sub-Agency Disclosure Forms will be accepted.
7. The participating licensee must submit on this form on Item 8 below an **opening bid** on his/her client's behalf. If no opening bid is submitted with this form, a one percent (1%) commission (less pro-rated share of advertising and promotion expenditures) will be paid to the participating licensee.
8. Commission participation on this property will be offered to the successful bidder's representative based on the following scale:  
**1% OF THE STARTING BID AND ½% OF EVERY DOLLAR THEREAFTER**, if the prospective bidder becomes the successful bidder and closes promptly subject to the terms and conditions as announced or amended on Auction day.  
**BUYER'S OPENING BID IS \$ \_\_\_\_\_ (THIS LINE MUST BE COMPLETED, no exceptions)**

**PLEASE NOTE:** SHERIDAN & ASSOCIATES is happy to split a commission with any Broker who develops a purchaser for this auction; however, we do reserve the right to disallow commission participation for any purchaser with whom we have already developed contact prior to the submission of this form, and, in particular, when the purchaser (during communications with Sheridan & Associates) did not declare representation by a qualified Agent or Broker.

**Property Identification: 2960 W. Enon Road, Xenia, OH 45385**

**Auction Date: WEDNESDAY, MARCH 3, 2021 @ 1:00 PM (at the property)**

(please indicate)

Prospective Bidder \_\_\_\_\_ (Print)

Prospective Bidder \_\_\_\_\_ (Signature)

Participating Licensee \_\_\_\_\_ (Print)

Participating Licensee \_\_\_\_\_ (Signature)

Real Estate Company \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

This agreement accepted by SHERIDAN & ASSOCIATES, Auctioneers, Real Estate Broker, Appraisers, LLC this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_, Member

# CONSUMER GUIDE TO AGENCY RELATIONSHIPS

(Effective 9/29/2011)

We are pleased you have selected **SHERIDAN & ASSOCIATES** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **SHERIDAN & ASSOCIATES** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you:

## Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may also offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

## Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

## Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

## Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

## Working With Sheridan & Associates

**SHERIDAN & ASSOCIATES** does represent both buyers and sellers. Sheridan & Associates lists property for sale all agents in the brokerage represent the seller. Likewise when a buyer is represented by a **SHERIDAN & ASSOCIATES** agent, all of the agents represent that buyer. Therefore, when a buyer represented by a **SHERIDAN & ASSOCIATES** agent wishes to purchase property listed by our company, the agent(s) involved act as dual agents. This is true whether one agent is representing both parties or two separate agents are involved. In the event that both the buyer and seller are represented by **SHERIDAN & ASSOCIATES** agents these agents and **SHERIDAN &**



**ASSOCIATES** will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that will place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can seek representation from another brokerage. As a buyer, you may also choose to represent yourself on properties **SHERIDAN & ASSOCIATES** has listed. In that instance **SHERIDAN & ASSOCIATES** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

## Working With Other Brokerages

**SHERIDAN & ASSOCIATES** does offer representation to both buyers and sellers. When **SHERIDAN & ASSOCIATES** lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. **SHERIDAN & ASSOCIATES** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **SHERIDAN & ASSOCIATES** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead that company will be looking out for the buyer and **SHERIDAN & ASSOCIATES** will be representing your interests. When acting as a buyer's agent, **SHERIDAN & ASSOCIATES** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

## Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

**Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this consumer guide. Your signature will not obligate you to work with our company if you do not choose to do so.**

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Printed Name

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Signature

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Date

---

Printed Name

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Signature

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Date





# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Seller(s): \_\_\_\_\_

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_.  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_.  
AGENT(S) BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_.

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_ will

- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_.
- ☐ represent only the (check one) ☐ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

## CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

BUYER/TENANT \_\_\_\_\_ DATE \_\_\_\_\_

SELLER/LANDLORD \_\_\_\_\_ DATE \_\_\_\_\_

# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

**As a dual agent, the agent(s) and brokerage shall:**

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

**As a dual agent, the agent(s) and brokerage shall not:**

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licensees:** Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100



# SHERIDAN

**& ASSOCIATES** AUCTIONEERS, REAL ESTATE BROKER, APPRAISERS, LLC  
(937) 766-2300  
www.SheridanTeam.com



## CONFIRMATION OF SALE

THIS MEMORANDUM OF SALE AND AGREEMENT ("Agreement") made and entered into at (City) Xenia, Ohio, this 3<sup>rd</sup> day of MARCH, 2021,  
by and between (Seller): Greene County Vocational School District Board of Education, hereinafter called the Seller, and (Purchaser):

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY/ST/ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_  
E-MAIL \_\_\_\_\_

hereinafter called the Purchaser.

WITNESSETH:

THAT WHEREAS, the Seller has offered for sale and contracted with Purchaser through SHERIDAN & ASSOCIATES, AUCTIONEERS, REAL ESTATE BROKER, APPRAISERS, LLC, Cedarville, Ohio, (Broker) the following described premises: 2960 W. Enon Road, Xenia, OH 45385; Parcels M36000100050001400, M36000100050001500, and M36000100040003600 containing 45.44 acres ("Property"), together with all appurtenances and hereditaments thereunto belonging, but subject to all legal highways and existing easements, and WHEREAS, the Purchaser has this day bid at public sealed bid auction ("Auction") and has purchased all of said property for the sum of \$ \_\_\_\_\_.

NOW THEREFORE, it is agreed as follows:

- Price:** That Purchaser agrees to pay the total sum of \$ \_\_\_\_\_ as follows:
  - \$ 50,000 as down payment;
  - \$ \_\_\_\_\_ (THE BALANCE DUE) on delivery of deed.
- Earnest Money:** Upon presentation of this offer, Purchaser has delivered to SHERIDAN & ASSOCIATES, AUCTIONEERS, REAL ESTATE BROKER, APPRAISERS, LLC, the sum of \$ 50,000 as earnest money, the receipt of which is hereby acknowledged by the Seller, to be deposited in the Broker's trust account promptly after acceptance of this offer. The earnest money shall be applied to the purchase price at the closing of this transaction. If the closing does not occur because of Seller's default or because any condition of this Contract is not satisfied or waived, Purchaser shall be entitled to the earnest money. If Purchaser defaults, Seller shall be entitled to the earnest money. The parties acknowledge, however, that the Broker will not make a determination as to which party is entitled to the earnest money. Instead, the Broker shall release the earnest money from the trust account only (a) in accordance with the joint written instructions of Seller and Purchaser, or (b) in accordance with the following procedure: if the closing does not occur for any reason (including the default of either party), the Broker holding the earnest money may notify Seller in writing that the earnest money will be returned to Purchaser unless Seller makes a written demand for the earnest money within 20 days after the date of the Broker's notice. If the Broker does not receive a written demand from the Seller within the 20-day period, the Broker shall return the earnest money to Purchaser. If a written demand from Seller is received by the Broker within the 20-day period, the Broker shall retain the earnest money until (i) Seller and Purchaser have settled the dispute; (ii) disposition has been ordered by a final court order; or (iii) the Broker deposits the earnest money with the court pursuant to applicable court procedure. If within two years from the date the Earnest Money was deposited in the broker's trust account, the parties have not provided the broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker shall return the earnest money to the Buyer with no further notice to the Seller. Payment or refund of the earnest money shall not prejudice the rights of the Broker(s) or the non-defaulting party in an action for damages or specific performance against the defaulting party.
- Balance Due (at Closing):** The balance of the purchase price will be delivered by Purchaser to Broker on or before (Buyer to Initial one):
  - \_\_\_\_\_ On or before May 2, 2021 (if accepting the property's current zoning), or
  - \_\_\_\_\_ According to the terms of the Zoning Contingency Period, if elected.
- Acceptance:** The Seller shall have 30 calendar days following the Purchaser's signing of this Agreement to accept or reject this Offer. If the Board does not resolve to accept or reject Buyer's offer within thirty (30) days after the date of the Auction, then Buyer may rescind his or her offer by written notice to the Board, provided that such notice is given prior to the Board's determination of whether to accept or reject Buyer's offer. Rescission or Revocation of this Offer by the Buyer during these 30 days shall result in the Buyer's forfeiture of the earnest money deposit.

5. **Zoning Contingency Period:** The Purchaser may elect a 120-day "Zoning Contingency Period" to confirm the property's current zoning allows the Purchaser's intended use or to confirm the Purchaser can obtain a zoning change for the Purchaser's intended use.
- By electing the Zoning Contingency Period, the Purchaser acknowledges the intended use of the property is \_\_\_\_\_, which shall be the use documented in any zoning inquiry or change requests to the proper government authority(s) by the Purchaser. If elected, the Purchaser's intended use must be different from the Permitted Principal Uses under the current Institutional and Governmental (IG) zoning district for Xenia Township.
  - The Purchaser shall initiate the zoning change request within 14 calendar days following the date of Owner's acceptance of this Agreement. Failure by the Purchaser to initiate the zoning change request with the property authority(s) by this required deadline shall not constitute an acceptable reason to terminate this Agreement if the zoning change cannot be obtained within the time specified in this Agreement.
  - If the Purchaser's stated use cannot be approved by the proper authority(s) during the Zoning Contingency Period and the Purchaser elects to terminate this Agreement, then the Purchaser shall terminate this Agreement no later than 5 calendar days following the date of receipt of the final zoning notification from the proper government authority, with written proof of the zoning rejection required.
  - Purchaser shall automatically forfeit \$7,000 of the earnest money deposit if this Agreement is terminated due to this Zoning Contingency, which shall immediately be paid by the Broker to the Owner upon the Purchaser's termination.
  - The Purchaser shall have up to 120 calendar days following the date of Owner's Acceptance of this Agreement to (a) obtain zoning approval for the Purchaser's intended use OR (b) terminate this Agreement if zoning for the stated use cannot be obtained.
  - If the Zoning Contingency Period is elected, the closing shall occur on or before 30 calendar days following receipt of final zoning notification from the proper government authority(s) but not later than 150 Days following the date of Owner's acceptance of this Agreement. Written proof showing the date of zoning approval is required.
  - Seller agrees to cooperate with the Purchaser on all reasonable zoning related requests.
6. **Possession:** On or about Date of Closing.
7. **As Is:** Seller and Purchaser acknowledge that Purchaser has bid on the property at Public Auction and is entering into this contract based on the property's current "AS IS, WHERE IS" condition, and that Seller makes no warranties, expressed nor implied, about the property. This Agreement shall be unconditional and specifically shall not be subject to the bidder securing financing
8. **Continuing Insurance:** The Seller agrees to maintain existing windstorm and hazard insurance covering all property and equipment that is subject to this transaction until delivery of deed.
9. **Notice of Personal Property Liquidation Auction:** The Seller reserves the right to use the property as desired up to the date of closing, including conducting a public auction of remaining contents at the property. No personal property contents, including but not limited to all kitchen equipment, office counters and furniture, classroom equipment, lockers, and other non-real estate related items and equipment shall be considered to convey with the property. Notwithstanding the preceding statement, any personal property remaining at the property on the date of closing will convey with the property.
10. **Other:** No other terms, conditions, or qualifications pertaining to this sale transaction were made or expressed except \_\_\_\_\_
- \_\_\_\_\_
11. **Binding Arbitration:** The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim, or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted in Greene County, Ohio, unless otherwise mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own cost and expenses and an equal share of the third arbitrator's expenses and the administrative fees of arbitration.
12. **Licensing:** Broker and Auction Co. are licensed by the Ohio Department of Agriculture and are bonded in favor of the State of Ohio.

IN WITNESS WHEREOF, the parties hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_.

Seller: \_\_\_\_\_

Purchaser: \_\_\_\_\_

We acknowledge the receipt and escrow holding of \$ \_\_\_\_\_ as indicated in items 1 and 2 above.

**SHERIDAN & ASSOCIATES, Auctioneers, Real Estate Broker, Appraisers, LLC**

By: \_\_\_\_\_, Member

# Notes

[illegible]

**Fax: 937.767.1616**