

REVISED

TERMS AND CONDITIONS FOR THE SALE OF PROPERTY OWNED BY PINE GROVE BOROUGH, SCHUYLKILL COUNTY, PENNSYLVANIA

1. The property being offered for sale by Pine Grove Borough is described as follows:

Approximately .35 acres situate on S. Tulpehocken Street, Pine Grove Borough, Schuylkill County, Pennsylvania, bearing Schuylkill County Uniform Parcel Identification No. 58-07-0147.000, and being more fully described in that certain deed dated August 18, 2015 and recorded in the Office of the Recorder of Deeds in and for Schuylkill County, Pennsylvania as Record Book 2540, Page 1633, attached hereto as Exhibit "A" and incorporated herein by reference (the "Property"). The Property is being sold subject to any and all easements, conveyances, and encumbrances of record, as well as any existing leases which shall be honored through the end of the respective lease terms.

2. All sealed bids for the Property shall be delivered to Melissa Dyer, Secretary, Pine Grove Borough, One Snyder Avenue, Pine Grove, PA 17963, no later than **Wednesday, June 10, 2020 at 3:30 p.m., prevailing time**. All sealed bids will be opened and read aloud during the Borough Council meeting, beginning at 7:00 p.m. on Thursday, June 11, 2020, at the above address. The successful bids will be awarded, or some or all bids will be rejected, at such meeting or at a regular meeting of the Borough Council held within forty-five (45) days of receipt of bids. Upon acceptance by the Borough Council, these Terms and Conditions shall be deemed a valid and binding contract with the successful bidder. **The Borough Council expressly reserves the right, in its sole and absolute discretion, to reject any and all bids.**
3. If accepted, the bid will be awarded to the highest responsive and responsible bidder, provided, herein. In the event of a tie bid, the Borough reserves the right to request that the tie bidders ONLY submit their highest and best offer through a second sealed bid to the Borough by a date and time set by the Borough Council and bids shall be awarded per the aforementioned standard.
4. All sealed bids must be accompanied by a down payment or deposit in the form of a bidder's certified check, bank treasurer's check, bank money order, or a cashier's check, drawn on a bank authorized to do business within the Commonwealth of Pennsylvania in an amount of not less than ten (10%) percent of the proposed purchase price for each lot and made payable to "Pine Grove Borough" (the "Deposit"). The Deposit shall be retained by the Borough as liquidated damages, and not as a penalty, should the successful bidder(s) fail to make settlement on the transaction within the time and on the terms and conditions herein specified. All deposits of unsuccessful bidders may be picked up by the same within, or shall be returned by U.S. First Class Mail posted within seven (7) business days after the awarding of the bid(s) to the successful bidder(s) by the Borough in public meeting or after the rejection of all bids by the Borough, as applicable.
5. Settlement on the sale of the Property shall be held within sixty (60) days after a successful bid has been awarded by the Borough Council, time being of the essence. Notwithstanding

the foregoing, the period during which settlement must occur may be extended upon written agreement between the successful bidder and the Borough Council, with Berkshire Hathaway HS Realty, Inc. acting as Transaction Licensee in the preparation of the written contract between the parties on standard PA Realtor forms, any such extensions to be granted only in sole discretion of the Borough Council.

6. All state and local realty transfer taxes imposed upon the transaction shall be paid by the successful bidder.
7. IT IS UNDERSTOOD AND AGREED THAT NEITHER THE BOROUGH NOR THE BOROUGH COUNCIL IS MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL BIDDERS ACKNOWLEDGE AND AGREE THAT UPON SETTLEMENT THE SELLER SHALL SELL AND CONVEY TO THE BUYER AND THE BUYER SHALL ACCEPT THE PROPERTY “AS-IS, WHERE IS, WITH ALL FAULTS.” ALL BIDDERS ACKNOWLEDGE THAT THEY HAVE NOT RELIED ON AND WILL NOT RELY ON, AND NEITHER THE BOROUGH NOR THE BOROUGH COUNCIL IS LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO, OR ANY AGENT REPRESENTING OR PURPORTING TO REPRESENT THE BOROUGH OR THE BOROUGH COUNCIL, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING.

ALL BIDDERS AGREE, ACKNOWLEDGE AND REPRESENT THAT PRIOR TO SUBMITTING A BID, THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH DUE DILIGENCE, INVESTIGATIONS, INSPECTIONS AND TESTING OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE STATE OF TITLE AND THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE PROPERTY, ALL AS THE BIDDERS DEEMS NECESSARY OR DESIRABLE TO SATISFY THEMSELVES AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO THE PROPERTY, AND WILL RELY SOLELY UPON THE SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF THE BOROUGH OR THE BOROUGH COUNCIL OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. ARRANGEMENTS FOR INSPECTION OF THE PROPERTY CAN BE MADE AS SET FORTH IN SECTION 10 BELOW. UPON SETTLEMENT, THE BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS (IF DEVELOPED) AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT BE REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON SETTLEMENT, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED THE BOROUGH AND THE BOROUGH COUNCIL (AND ITS AGENTS, SUCCESSORS AND ASSIGNS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION

(INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST THE BOROUGH OR THE BOROUGH COUNCIL (AND ITS AGENTS, SUCCESSORS AND ASSIGNS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY.

8. Conveyance shall be by **Special Warranty Deed**.
9. Interested bidders are advised to investigate all applicable portions of any relevant Pine Grove Borough Codes, 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.
10. Any interested party may inspect the Property by appointment by contacting Eric Seitzinger, Berkshire Hathaway at 570-385-3456, ext. 166, eric-seitzinger.homesale.com. Any questions regarding these Terms and Conditions should be directed to Berkshire Hathaway HS Realty, Inc at 570-385-3456, Agent Eric Seitzinger ext. 166, eseitzinger@homesale.com or by visiting the Borough's website at www.pinegroveborough.org.
11. The attached Bid Form must be used when submitting bids.

This solicitation for "sealed bids" for sale of the aforesaid real estate, including any building or buildings thereon, by Pine Grove Borough, is as provided and authorized by Section 1201.1 of the Pennsylvania Borough Code, as amended (8 Pa. C.S. 1201.1).

BID FORM

Borough Council
Pine Grove Borough
One Snyder Avenue
Pine Grove, PA 17963

Re: Offer to Purchase
143 South Tulpehocken Street, UPI: 58-07-0147.000

Dear Borough Council:

The undersigned hereby offers to purchase the following in accordance with the Terms and Conditions of Sale for the sum of:

_____ Dollars (\$_____).

in words

in numbers

Enclosed please find the required bid security in the amount of Ten percent (10%) of the bid price offered above, which will be applied to the purchase price if this bid is accepted.

By: _____
(Signature)

Name: _____
(Print name of individual signing)

Title: _____
(Print title of person signing if on behalf of
business entity)

Company: _____
(if applicable)

Address: _____

Telephone Number: _____

Email Address: _____