

# ***BID PACKAGE***

***AUTHORIZED MAY 13, 2013***

***STARBRICK PLAYGROUND***

***CONEWANGO TOWNSHIP  
WARREN COUNTY, PENNSYLVANIA***

## **GENERAL INFORMATION**

***(The Information Set Forth Below, Although Believed to be Accurate, Should be Confirmed by the Bidder and is Not to be Considered a Representation or Guarantee to be Relied Upon by the Bidder)***

Conewango Township ( the “Township”) property known as the Starbrick Playground, which property was formerly part of the premises of the Starbrick School in Conewango Township, which property is described more specifically at Warren County Deed Book 428, Page 565, and is identified in the Tax Assessment Records of Warren County as Tax Parcel No. WN-484-9412 (hereinafter the “Property”). The Property consists of approximately 2.09 acres. Pursuant to 24 P.S. 7-707, the Warren County School District (the “District”) holds a statutory reverter relative to the Property.

The Township and District are soliciting bids for the sale of the Property, consisting of the land and a small storage building located thereon.

## **GENERAL INSTRUCTIONS**

The Township and District will accept sealed bids until 10:00 a.m. on June 5, 2013. If you wish to submit a sealed bid you should complete the PROPOSAL PAGE contained in this packet. You should enclose with the PROPOSAL PAGE a check in the amount of ten (10%) percent of your bid payable to Conewango Township. Your PROPOSAL PAGE and check should be placed inside a sealed envelope marked on the outside with the words "Starbrick Playground Bid." The sealed bids should be mailed or hand-delivered to Conewango Township, 4 Fireman Street, Warren, PA 16365.

The bids will be opened at Conewango Township office, located at 4 Fireman Street, Warren, PA 16365 on June 6, 2013, at 9:00 a.m. All bidders are invited to attend the bid opening.

By signing the PROPOSAL PAGE and submitting a bid, you acknowledge and agree that your bid will be subject to the terms of these instructions, bid specifications, and the terms of the ARTICLES OF AGREEMENT contained in this BID PACKET and that your your bid shall remain good for one hundred twenty (120) days from the bid submission deadline. The Township and District reserve the right to reject any and all bids. If your bid is accepted by the Township and District you will, within ten (10) days of that acceptance, be required to sign, without revision, the ARTICLES OF AGREEMENT that are contained in this packet.

Any questions that you have about the bid submission process should be directed to Christopher M. Byham, Esquire, Stapleford & Byham, LLC, 600 Market Street, Warren, PA 16365 or Timothy R. Bevevino, Esquire, Swanson, Bevevino & Gilford P.C., 311 Market Street Warren, PA 16365.

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**STARBRICK PLAYGROUND TERMS OF SALE**  
**(Approved by the Board of Supervisors and Board of School Directors May 13, 2013)**

1. A check in the amount of ten (10%) percent of the bid must accompany the bid.
2. The Township and District reserve the right to reject any and all bids.
3. The Township and District reserve the right to waive informalities, technicalities, and irregularities.
4. In the event that a bid is accepted by the Township and District, the closing shall occur within sixty (60) days of acceptance of the successful bid.
5. Payment of the balance of the purchase price shall be due at closing.
6. Possession of the Property shall be delivered to the buyer at closing.
7. All bidders, upon their request, shall be afforded an opportunity to inspect the Property, and the Property will be sold **AS IS** – with any and all defects, and it is acknowledged and agreed that the bidder has not relied upon the statements, representations, assurances, comments or warranties of the Township or the District, their employees, officers, members or their attorneys, whether concerning the condition, quality, state of repair or status of the Property.
8. All real property taxes associated with the Property, if any, will be borne by buyer.
9. All transfer taxes, if any, will be borne by buyer.
10. Subject only to the exception contained in Section 4 of ARTICLES OF AGREEMENT contained in this packet, the check in the amount of ten (10%) percent submitted with the bid of the successful bidder shall, in all events, be retained by the Township and District in the event that the successful bidder shall fail to close for any reason. In the event that the successful bidder fails to close for any reason other than the reason specified in Section 4 of ARTICLES OF AGREEMENT contained in this packet, then the Township and District (in addition to being entitled to retain the ten (10%) percent amount) shall be entitled to any and all remedies available at law or in equity, and shall also be entitled to recover its reasonable attorney's fees.
11. The bid proposal shall remain firm and available for acceptance for a period of one hundred twenty (120) days from the date of the bid submission deadline.
12. Conveyance will be made by Special Warranty Deed.
13. The execution of the unrevised Articles of Agreement contained in this packet must occur within (10) days of the Township's and District's acceptance of the bid.

**ARTICLES OF AGREEMENT**

**THIS AGREEMENT** made and concluded the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between **CONEWANGO TOWNSHIP**, a Second Class Township organized within the Commonwealth of Pennsylvania, and the **WARREN COUNTY SCHOOL DISTRICT**, a School District organized within the Commonwealth of Pennsylvania, hereinafter referred to as ----- **“SELLERS,”**

**A N D**

\_\_\_\_\_, of \_\_\_\_\_, hereinafter referred to as ----- **“BUYER.”**

**WITNESSETH**, that the Sellers, in consideration of the covenants and agreements hereinafter contained, on the part of the Buyer to be kept and performed, has agreed and does hereby agree to sell and convey unto the Buyer, Buyer’s heirs and assigns, all the land and premises hereinafter mentioned (the “Premises”) and fully described, for the sum of \_\_\_\_\_ (\$\_\_\_\_\_).

**AND** upon the payment of said sum, Sellers will, at Sellers’ own proper cost and charge, make, execute and deliver to Buyer a good and sufficient Deed for the proper conveying of said Premises, such conveyance to be a Special Warranty Deed.

**IT IS FURTHER AGREED** by and between the Parties hereto, for themselves, their respective heirs, executors, administrators and assigns, as follows:

1. The total purchase price or consideration is \_\_\_\_\_ (\$\_\_\_\_\_) to be paid as follows:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) of the purchase price shall have been submitted to the Sellers with the bid of the Buyer. The balance of the purchase price shall be paid to the Sellers at closing.

2. The real property which is the subject of this Agreement was deemed to be unused and unnecessary property by the Warren County School District prior to the sale of the property by the School District to Conewango Township, is identified as Warren County Tax Parcel No. WN-484-9412, and is described at Warren County Deed Book 428, Page 565, as follows:

**ALL THAT CERTAIN** piece or parcel of land situated in the Township of Conewango, Warren County, Pennsylvania, , being more particularly described as follows:

BEGINNING at an iron pipe which is situate on the easterly right-of-way line of the Yankee Bush Road where it is intersected by the northerly right-of-way line of Knapp Avenue; thence south 81 degrees 27 minutes east, 126.35 feet to an iron pipe; thence north 21 degrees 43 minutes east, 239.3 feet to an iron pipe situate in the northerly boundary of the Warren County School District Property; thence south 84 degrees 51 minutes east along premises belonging to others, 289.26 feet to an iron pipe; thence south 21 degrees 43 minutes west along the premises belonging to Hepler & Hanna a distance of 351.5 feet to an exposed iron pipe situate on the northerly right-of-way line of Knapp Avenue; thence north 68 degrees 17 minutes west along the northerly right-of-way line of Knapp Avenue, 400 feet to an iron pipe which marks the place of beginning.

3. The sale of the Premises was authorized by vote of the Board of Directors of the Warren County School District and the Board of Supervisors of Conewango Township at their regular meetings held on May 13, 2013.

4. **THIS CONVEYANCE IS MADE UNDER AND SUBJECT TO** all existing rights-of-way, easements, restrictions, ordinances, covenants, leases, servitudes, building restrictions, exceptions, reservations, interests, and rights of others, including rights for utility and transmission lines, and rights and privileges of public service companies that appear of record or that are apparent upon inspection of the above-described Premises, and any state of facts an accurate survey would show.

5. All trees, shrubbery and plants now in or on the Premises being conveyed, unless specifically excepted in this Agreement, are included in this sale, and shall become the property of the Buyer.

6. It is hereby agreed and understood between Buyer and Sellers that the Buyer or Buyer's authorized agent, has been afforded the opportunity to inspect the Premises and that Buyer has agreed to purchase the Premises in its present condition ("AS IS" -- with any and all defects). It is further acknowledged and agreed by Buyer that Buyer's decision to purchase the Premises is not based on the reliance upon any statements, comments or representation made by the Sellers or any Director, employee, officer, attorney for, or member of Sellers. It is further agreed and understood between the Buyer and Sellers that this Agreement contains the entire agreement between the Sellers and Buyer and that there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. This Agreement shall not be altered, amended, changed or modified, except in writing executed by the Parties hereto.

7. This transaction shall close within sixty (60) days of Sellers' acceptance of the successful bid.

8. Possession of said Premises shall be delivered to Buyer on the date of closing, until which time the Sellers shall be entitled to have and receive the rents, issues and profits thereof.

9. Rents, water rents and sewage charges, if any, shall be prorated between Conewango Township and Buyer as of the date of possession.

10. Any and all transfer taxes and property taxes imposed by any governing body upon this transaction shall be borne by the Buyer.

11. Until the time of closing the risk of loss shall be upon Conewango Township.

12. In addition to the terms set forth in these Articles of Agreement, the Parties incorporate, as though set forth fully herein, all of the provisions, instructions and specifications contained in the BID PACKET which was submitted by Sellers to Buyer prior to the submission of the Buyer's bid.

13. Any notices or ordinances filed subsequent to the date of this Agreement by any governing authority for which a lien could be filed are to be complied with at the expense of the Buyer, provided said Buyer takes title hereunder. Any such notices or ordinances filed prior to the date of this Agreement are to be complied with at the expense Conewango Township.

14. Wherever used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the said Parties to this Agreement intending to be legally bound hereby for themselves, their heirs, administrators, executors and assigns, have hereunto set their hands and seals the day and year first above written.

***SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF***

WARREN COUNTY SCHOOL DISTRICT,  
SELLER

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
BY: Board President (SEAL)

CONEWANGO TOWNSHIP ,  
SELLER

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
BY: SUPERVISOR (SEAL)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
BY: SUPERVISOR (SEAL)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
BY: SUPERVISOR (SEAL)

\_\_\_\_\_

\_\_\_\_\_  
(SEAL)  
, BUYER

**PROPOSAL PAGE**

I/we bid the sum of \$\_\_\_\_\_ for the STARBRICK  
PLAYGROUND as described in the General Information section of this packet.

I/we enclose my/our check in the amount of ten (10%) percent of the bid amount.

I/we agree to be bound by all of the terms, instructions, specifications and ARTICLES  
OF AGREEMENT included in the BID PACKAGE of which this PROPOSAL PAGE is a part.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NO.:

\_\_\_\_\_