

BID AUCTION PACKAGE

FOR THE SALE OF TOWNSHIP-OWNED REAL PROPERTY

BLOCK 061 LOT 022 WHITEMARSH TOWNSHIP

MONTGOMERY COUNTY TMP #65-00-00727-00-9

BETHLEHEM, PIKE

FLOURTOWN, PA

Auction to be held: Friday, February 1, 2019 (8 AM) to Friday, March 1, 2019 (12 PM)

Location: Municibid on-line auction website: www.Municibid.com

Starting Bid: \$5,000

NOTICE OF PUBLIC SALE OF REAL PROPERTY BY AUCTION

Notice is hereby given that the Board of Commissioners of Springfield Township, Montgomery County, PA (the "Township") will hold an auction for the sale of Township-owned real property and all appurtenances thereto situate on Bethlehem Pike, Flourtown, PA, and identified as Montgomery County Tax Parcel No. 65-00-00727-00-9 (the "Property"). The public auction will be held via the Municibid on-line auction website beginning Friday, February 1, 2019 at 8 AM and ending Friday, March 1, 2019 at 12:00 PM.

The Property, which is largely unimproved, containing a few sections of chain link and post and rail fencing and a small crushed stone parking area, was acquired by the Township on October 5, 2000 from PECO. The Property contains approximately 2.36 acres with 120 feet of frontage on Bethlehem Pike (Pennsylvania State Route #2018), most of which consists of a bridge over the Sunny Brook. The Property is situated in the Whitemarsh Township Village Commercial District 3 (VC-3) Zoning District, which permits, among other uses, single-family detached and two-family residences, family child day-care home, library or museum, antique store, bed and breakfast, place of worship, live/work units for artisans, professionals and service providers, business or professional office and insurance agencies, music, dance, art or martial arts studio or school of similar uses. The following additional uses are permitted by conditional use: townhomes, apartments, condominiums, child day-care center, school-age care, group child day-care home, multiple buildings on the same property, club, fraternal organization or lodge, educational, religious or philanthropic use, restaurant, tearoom, café, confectionary, bakery or similar establishment with patron space up to 2,000 square feet, outdoor dining, retail up to 10,000 square feet, personal service shops, medical or dental office up to 6,000 square feet, and bank or financial institution.

A plan of survey prepared by Boucher & James Consulting Engineers dated July 20, 2000 is included with this package. However, the Township makes no representations that the property exists in the exact condition depicted on the plan. All bidders are strongly encouraged to perform an on-site inspection of the property prior to bidding. The Property will be sold "AS-IS" with no warranty whatsoever guaranteeing its condition or that it can be used or developed in accordance with the ordinances, rules and regulations of Whitemarsh Township or any other governmental entity which may have jurisdiction over the use or development of the Property. The purchaser, at his or her own cost and expense, will be required to secure all required permits and approvals, and to pay all costs associated with the future development of the Property, if any.

In order to participate in the bidding, potential bidders must register as a bidder on the Municibid on-line auction website. In order to register, all bidders must possess a valid United States or Canadian credit card. A buyer's fee in the amount of eight percent (8%) of the winning bid amount will be charged to the winning bidder's credit card upon the close of the auction. In addition, the winning bidder must also submit to the Township an executed Bid Form and Agreement of Sale (copies of which are included with the Bid Package), and earnest money immediately after the completion of the auction. Earnest money shall be in the form of a cashier's check in the amount of Ten Percent (10%) of the winning bid, which amount will be credited toward the purchase price for the winning bidder. The earnest money, Bid Form and Agreement of Sale must be received by the Township within five (5) calendar days following the

close of auction in order for the Board of Commissioners of Springfield Township to consider acceptance of the winning bid. Pursuant to Section 1501.II of the Pennsylvania First Class Township Code, 53 P.S. §56501.II, payment of the purchase price shall be made in full within sixty (60) days of the acceptance of the bid by the Board of Commissioners. Final payment of the purchase price shall be made via wire transfer, cashier's check or certified check.

The Board of Commissioners will review the highest bid received at auction and may award the bid at a regularly scheduled or special public meeting of the Board. The Board of Commissioners reserves the right to reject any and all bids deemed to be less than the fair market value of the Property, or otherwise deemed to be insufficient, in whole or in part, or to waive any and all technical deficiencies in any bid. The winning bidder will be required to complete the closing with full payment and shall thereafter be entitled to possession in accordance with the terms of the Agreement of Sale. The Board of Commissioners will issue a Quit Claim Deed as set forth in the Agreement of Sale.

The Bid Package, consisting of this Notice, Bidding Instructions, Bid Form, the Plan of Survey, and Agreement of Sale may be obtained from the Office of the Township Manager, 1510 Paper Mill Road, Wyndmoor, PA 19038 upon written request or in person during normal business hours. Property previews will be conducted by appointment only. Please contact Mr. Michael Taylor, Assistant Township Manager, 215-836-7600 at least forty-eight (48) hours in advance.

INSTRUCTIONS FOR BIDDERS
SALE OF BLOCK 061 LOT 022
FLOURTOWN, PA 19031

1. GENERAL INFORMATION FOR BIDDERS

1.1 The Bid Package specifies the date, time and place of the auction, the location and description of the property to be sold, the number of days or the date by which the sale shall be closed, the amount of the Earnest Money (hereinafter defined) to be submitted with a bid, and any special requirements.

1.2 The property is located on the west side of Bethlehem Pike between address numbers 825 and 827 Bethlehem Pike, Flourtown, Pennsylvania 19031, more particularly identified as Montgomery County Tax Parcel No. 65-00-00727-00-9 (hereinafter, the "Property").

1.3 The Bid Package consists of the following items (including all modifications thereof incorporated in any of the items before the auction).

- A. Notice of Public Sale by Auction ("Bid Notice")
- B. Instructions for Bidders
- C. Bid Form
- D. Agreement of Sale
- E. Plan of Survey

2. PREPARATION AND PLACING OF BIDS

2.1 General. A bidder who desires to bid at auction for the purchase of the Property as described in the Bid Notice shall comply with the following conditions:

- A. Obtain, thoroughly review, and be familiar with the Bid Package documents.
- B. Adhere to the conditions, times, and terms of delivery of the Bid Form, Earnest Money and Agreement of Sale.
- C. Adhere to the conditions, times, and terms of the auction.

2.2 Site Investigation

2.2.1 General. By submitting a Bid as part of the on-line auction for the purchase of the Property, the bidder acknowledges that it has satisfied itself as to the

nature and location of the Property; the general and local conditions, including but not limited to those bearing upon use and development of the Property. The bidder further acknowledges that it has satisfied itself as to the condition, character, quality and quantity of surface and subsurface materials or obstacles to be encountered on the Property, insofar as this information is reasonably ascertainable from an inspection of the Property and any other information that may be available including, but not limited to, USGS and FEMA Flood Insurance Rate Maps. Any failure by the bidder to acquaint itself with the available information will not relieve it from responsibility for estimating properly the challenges or cost of successfully developing the Property. The Township does not assume any responsibility for any conclusions or interpretations made by the bidder based on the information made available by the Township or obtained by the bidder. The Township also does not assume responsibility for any understanding or representations made by its employees, officers or agents during or prior to the execution of the Agreement of Sale.

2.2.2 Summary of Existing Conditions. The Property is generally unimproved, with only a few sections of chain link and post and rail fencing installed, and a small crushed stone parking area. Since acquiring the Property in 2000, it has generally been used by the Township as a staging area for public infrastructure projects and to access the adjacent Wissahickon Creek.

2.3 Agreement of Sale. By placing a bid for the purchase of the Property, the bidder acknowledges that it has read, understands, and satisfied itself with the nature and terms of the Agreement of Sale, including but not limited to those bearing upon the use and development of the Property. Any failure by the bidder to acquaint itself with the Agreement of Sale will not relieve the bidder from its responsibilities outlined in the Agreement of Sale. The Township does not assume any responsibility for any conclusions or interpretations made by the bidder with respect to the Agreement of Sale. The Township also does not assume responsibility for any understanding or representations made by its employees, officers or agents during or prior to the execution of the Agreement of Sale. ***The Agreement of Sale shall be executed and acknowledged by the highest bidder and submitted to the Township within five (5) calendar days of the end of the auction.***

2.4 Bids at Auction.

2.4.1 The public auction will be held via the Municibid on-line auction website beginning Friday, February 1, 2019 at 8 AM and ending Friday, March 1, 2019 at 12:00 PM.

2.4.2 In order to participate in the bidding, potential bidders must register as a bidder on the Municibid on-line auction website. In order to register, all bidders must possess a valid United States or Canadian credit card. A buyer's fee in the amount of eight percent (8%) of the winning bid amount will be charged to the winning bidder's credit card upon the close of the auction.

2.4.3 ***Immediately following the completion of the auction***, the winning bidder must fax or e-mail to the Township executed copies of the Bid Form and Agreement of Sale (copies of which are included with the Bid Package). ***Within five (5) calendar days of the end of the auction***, the winning bidder must submit executed originals of the Bid Form and Agreement of Sale, along with earnest money in the form of a cashier's check in the amount of Ten Percent (10%) of the winning bid, which amount will be credited toward the purchase price for the winning bidder. No changes to the Bid Form or Agreement of Sale will be accepted. The Bid Form and Agreement of Sale must be signed as follows:

- (a) If the bidder is an individual, by him personally.
- (b) If the bidder is a partnership, by the name of the partnership followed by the name and signature of a general partner.
- (c) If the bidder operates under a fictitious name, by the name of the fictitious identify followed by the signature of the owner.
- (d) If the bidder is a corporation, by the name of the corporation followed the signature of an authorized officer and attested by the Secretary, with the corporate seal affixed.
- (e) If the bidder is a limited liability corporation, by the name of the corporation followed by the signature of a member.
- (f) If executed by an attorney-in-fact authorized to execute the Bid Form and Agreement of Sale on behalf of the bidding entity, a copy of the power of attorney dated or attested within thirty (30) days of the submission date shall be submitted to the Township.

2.4.4 A bid will not be considered that is not placed during the auction, which shall be held at the date, time and location as herein specified.

2.4.5 A bid will not be awarded to a bidder that has not submitted a Bid Form, Agreement of Sale and Earnest Money (as defined in Section 2.6) to the Township ***within five (5) calendar days following the close of the auction***.

2.5 Bidder's Representation and Authorization. Each bidder, by submitting its Bid Form to the Township, understands, represents, and acknowledges that:

2.5.1 The bidder has read and understands the terms and conditions of the Bid Package and that the bid is/was made in accordance with those terms and conditions.

2.5.2 The amount of the bid has been arrived at independently and without consultation, communication, or agreement with any other bidder or potential bidder.

2.5.3 The amount of they bid has not been disclosed to any other firm or person who is a bidder or potential bidder except upon making such bid in public at auction.

2.5.4 No attempt has been made or was made to induce any firm or person to refrain from bidding, or to submit a bid lower than the bid, or to submit any intentionally low or noncompetitive bid or other form of complementary bid.

2.5.5 All bids are made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

2.5.6 To the best of the knowledge of the person signing the Bid Form for the bidder, the bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as disclosed by the bidder in its bid.

2.6 Bid Guaranty.

2.6.1 The winning bidder must submit, within five (5) calendar days of the auction end date, a cashier's check made payable to "Springfield Township" in the amount of Ten Percent (10%) of the highest bid received at the end of the auction in order for the Board of Commissioners to consider awarding the Bid at a public meeting (herein, "Earnest Money"). Such Earnest Money shall be provided to the Township, together with executed originals of the Bid Form and Agreement of Sale, in accordance with Section 2.5 above. The Earnest Money of the winning bidder will be applied to the purchase price at settlement.

2.6.2 If the bidder to whom the award has been made shall fail to close the sale of the Property within the time heretofore specified or as may be extended by the Township, the award shall thereupon become void, at the option of the Township, in which case the Earnest Money shall become the property of the Township as liquidated damages, and the sale may be awarded to the next highest bidder.

2.7 Modification or Withdraw of Bids.

2.7.1 Each and every bidder placing a bid specifically waives any right to modify or withdraw its bid.

2.8 Consideration of Bids.

2.8.1 The Township reserves the right to reject any and all bids, to waive technical defects or any informality in a bid, and to accept or reject any part of any bid if the best interests of the Township are thereby served.

2.8.2 The Township, in considering each bid, shall, prior to any determination and/or award thereon, investigate and evaluate the bidder for compliance with these instructions for bidders.

2.8.3 The Township reserves the right, but is not obligated, to reject a bid if it is determined that the bidder has been found to be in violation of a Springfield Township ordinance or Pennsylvania statute or regulation within the past ten years. Such violation shall be considered as sufficient for a determination that the bid may be rejected.

2.8.4 The Township shall have up to thirty-five (35) days from the date of auction in which to investigate, evaluate and accept or reject the bids.

2.8.5 The Township reserves the right to reject any bid determined to be for less than the fair market value of the Property.

2.9 Assignment of Bids. The bidder may not assign its bid, or any of its rights or interests thereunder, without the written consent of the Township.

3. **AWARD**

3.1 General. Subject to the provisions herein with respect to rejection of bids, when a bid received has been determined by the Township to be satisfactory, an Agreement of Sale with the highest bidder will be accepted by the Township. The sale of the Property in all cases is subject to the Township's right to reject any or all bids, as stated herein. Extensions of the date for the sale may be made as permitted by law by the mutual written consent of the Township and the highest bidder.

3.2 Award of Sale.

3.2.1 For the highest bid to be considered "awarded", the Board of Commissioners of the Township must vote to approve the bid at a public meeting.

3.2.2 Unless all bids are rejected, and except as otherwise provided by law, the sale will be made by execution of the Agreement of Sale between the Township and the highest bidder.

3.2.2 A bid shall not be considered binding upon the Township until the Agreement of Sale has been fully executed.

4. **USE AND DEVELOPMENT OF PROPERTY**

4.1 The Property shall be improved, if at all, in accordance with all government regulations.

4.2 Water, natural gas, sanitary sewer, and electric utilities exist in, along or nearby the Property. Buyer will be required to connect to these services upon obtaining permission to do so from the service provider and paying any applicable connection fees. A Pennsylvania Department of Transportation (PennDOT) highway opening/occupancy permit will be required for any work occurring within the Bethlehem Pike right-of-way.

5. **END OF BID SPECIFICATIONS**

BID FORM

**SALE OF BLOCK 061 LOT 022
FLOURTOWN, PA 19031**

The Undersigned, having familiarized himself / herself / themselves (circle one) with the existing conditions at the property known as Block 061/Lot 022, Flourtown, PA 19031 (Montgomery County TMP # 65-00-00727-00-9), and with the Bid Package, including the Bid Notice, Instructions for Bidders, Agreement of Sale and Plan of Survey, and any other public information that may be made available by the Township or obtained by the Bidder, does hereby bid for the purchase from the Township of Springfield, Montgomery County, PA the real property known as Block 061/Lot 022, Flourtown PA 19031 (Montgomery County TMP # 65-00-00727-00-9) in accordance with above listed documents.

By providing this Earnest Money, it is understood that the Township of Springfield has reserved the right to reject any and all bids.

Attached hereto is the Earnest Money in the amount of Ten Percent (10%) of the highest bid received in the form of a cashier's check made payable to "Springfield Township".

Attached hereto is a completed (to the extent possible) Agreement of Sale for the Property, signed and acknowledged by the bidder.

Date: _____ day of _____, 2019.

Name of Bidder: _____

Signature: _____

Title: _____

Address: _____

Telephone Number: _____

**AGREEMENT FOR THE SALE OF REAL ESTATE
BLOCK 061 LOT 022
FLOURTOWN, PA 19031**

THIS AGREEMENT FOR THE SALE OF REAL ESTATE (“Agreement of Sale” or “Agreement”) is made on the _____ day of _____, 2019 (“Agreement Date”) by and between **SPRINGFIELD TOWNSHIP**, 1510 Paper Mill Road, Wyndmoor, Pennsylvania 19038 (“Seller” or “Township”) and _____ (“Buyer”). The term “Agreement Date” shall mean the date that this Agreement has been fully executed by all parties.

BACKGROUND

WHEREAS, the Township owns the real property situate in Whitemarsh Township and known as Block #061 Lot #022 located on Bethlehem Pike, Flourtown, Pennsylvania 19031, which property is further identified as Montgomery County Tax Parcel No. 65-00-00727-00-9 (hereinafter the “Property”); and

WHEREAS, the Township acquired the Property from PECO Energy Company by a Special Warranty Deed In Lieu of Condemnation dated October 5, 2000, and recorded on October 27, 2000 in the office of the Recorder of Deeds for Montgomery County, Pennsylvania, at Deed Book 5336, Page 1821; and

WHEREAS, the Township announced by public notice that bids for the purchase of the Property would be received by the Township via the Municibid online auction website pursuant to Section 1501.II of the Pennsylvania First Class Township Code, 53 P.S. §56501.II; and

WHEREAS, a Bid Package containing a Bid Notice, Bid Form, this Agreement, Instructions to Bidders, and a Plan of Survey for the Property were made available to the Buyer by the Township, and

WHEREAS, Buyer responded to the Township's request for bids by submitting a bid offer of _____ Dollars (\$_____) for the Property; and

WHEREAS, as a bidder in response to the Township's request for bids, Buyer has completed, signed and submitted this Agreement, together with Earnest Money in the amount of Ten Percent (10%) of the winning bid in the form of a cashier's check made payable to Township; and

WHEREAS, Buyer has also been made aware that an eight percent (8%) buyer's fee shall be paid by the purchaser directly to the Municibid on-line auction website at the close of auction, in addition to the bid amount; and

WHEREAS, Township has determined that Buyer is the highest bidder for the Property, and therefore desires to enter in this Agreement with Buyer for the sale of the Property.

NOW, THEREFORE, intending to be legally bound hereby, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller all of Seller's right, title, and interest to the Property, subject to the terms and conditions of this Agreement as follows:

1. PURCHASE PRICE AND TERMS. The purchase price for the Property is _____ 00/100 Dollars (\$_____) (the "Purchase Price").

Buyer shall pay the Purchase Price as follows:

A. Earnest Money in the amount of Ten Percent (10%) of the winning bid in the form of a cashier's check made payable to Springfield Township, which has been submitted with this Agreement as part of Buyer's bid. The Earnest Money will be deposited and held in an

account with Springfield Township pending closing, and the balance of the Purchase Price will be due and payable on or before the date of closing.

B. Payment of Balance of Purchase Price. On or before closing, which shall occur within sixty (60) days of the acceptance and award of the bid by the Board of Commissioners, Buyer shall pay to Seller the Purchase Price, subject to adjustments and apportionments set forth in this Agreement and less the Earnest Money, by certified check, bank check, title insurance company check or wire transfer of immediately available federal funds.

2. CLOSING PROCEDURE.

A. Time and Place of Closing. Closing shall be held within sixty (60) days of the acceptance and award of the bid at a public meeting of the Board of Commissioners of Springfield Township. Closing shall be held at the offices of Wisler Pearlstine, LLP, 460 Norristown Road, Suite 110, Blue Bell, PA 19422, or such other location as agreed upon by Seller and Buyer. At closing, Seller and Buyer shall disclose their Social Security Numbers or Federal Tax Identification Numbers for the purposes of completing state and federal tax forms as applicable and necessary.

B. Seller's Closing Documents. At or before Closing, Seller shall deliver to Buyer, or cause to be delivered to Buyer the following:

- 1) a Quit Claim Deed for the Property duly executed by Seller;
- 2) documents authorizing Seller to undertake the transactions contemplated by this Agreement;
- 3) any other documents, instruments, records, correspondence or agreements called for hereunder which have not previously been delivered to Buyer;

4) any other documents, instruments, records, correspondence or agreements related to the Property (if any) as Buyer may reasonably request; and

5) a Closing Statement executed by Seller.

C. Buyer's Closing Documents. At or before the closing, Buyer shall deliver or cause to be delivered to Seller, the following:

1) the balance of the Purchase Price remaining due at time of closing;

2) the Closing Statement executed by Buyer;

3) documents of authority, if necessary, authorizing Buyer to undertake the transactions contemplated by this Agreement;

4) such other instruments as may be reasonably required to consummate the purchase of the Property in accordance with the terms hereof.

3. DEED

A. Upon performance by Buyer, Seller shall execute and deliver a Quit Claim Deed, conveying all interest of Seller in the Property, subject to the following:

1) covenants, conditions, restrictions, easements, declarations and other matters of record, including, but not limited to, an access easement for the benefit of the Township; and

2) applicable laws, ordinances, and regulations.

B. Such deed shall be to the satisfaction of the Township Solicitor.

C. The terms of this Paragraph shall survive closing.

4. APPORTIONMENTS. On the closing date, the following apportionments shall be made.

A. Real Estate Taxes. As applicable, real estate taxes for the year in which closing occurs shall be apportioned as of the closing date on a per diem basis for the fiscal year of each taxing authority. Buyer acknowledges that although the Property is currently tax exempt, it is not expected or anticipated to maintain such tax exemption after closing.

B. Real Estate Transfer Tax. All real estate transfer taxes imposed by any governmental body or bodies shall be borne equally by the Buyer and the Seller. However, Seller, as a tax exempt government entity, reserves the right to seek a waiver of its share of such taxes from the applicable taxing authorities, which waiver shall not entitle Buyer to a reduction in the amount of its share of any real estate transfer taxes.

C. Closing Costs. Buyer shall pay the cost of Buyer's title insurance policy and all endorsements thereto together with the cost of recording the deed.

5. CONDITION OF THE REAL PROPERTY.

A. Buyer acknowledges that Buyer is buying the Property in its "AS IS" "WHERE IS" condition, without warranty or representation of any kind, express or implied, by Seller, including, without limitation, any warranties of merchantability or fitness for a particular use or habitability, and in no event shall the Seller be liable for consequential damages. Buyer has performed such inspections of the Property as it deems necessary for the purchase of the Property, and Buyer is relying solely on the results of such inspections in its purchase of the Property, and not on any representations or warranties of Seller of anyone acting on Seller's behalf.

B. The Purchase Price and the terms and conditions set forth herein are the result of Buyer's response to the Seller's Bid Notice requesting bids for the Property, and the price, terms, and conditions reflect the fact that Buyer is not relying upon any other information

provided by Seller or statements, representations, or warranties, express or implied, made by or enforceable against Seller.

C. Buyer hereby waives all rights, claims and actions against Seller for breach of any warranties, express or implied, in connection with the condition of the Property.

D. The terms of this Paragraph shall survive closing.

6. USE AND DEVELOPMENT OF THE PROPERTY

A. The Property is situated in Whitemarsh Township's Village Commercial District 3 (VC-3) Zoning District.

B. Buyer shall have the right to apply for, seek and obtain such Federal, State and local governmental and quasi-governmental permits and approvals as Buyer deems necessary or appropriate for Buyer's use and development of the Property.

C. Use and development of the Property must comply with all applicable Local, State and Federal laws and regulations. Specifically, no representation made by the Seller, whether express or implied, shall be construed as having the effect of granting any approvals, waivers or relief from any requirements.

D. Water, natural gas, sanitary sewer, and electric utilities exist in, along or nearby the Property. Buyer will be required to connect to these services upon obtaining permission to do so from the service provider and paying any applicable connection fees. A Pennsylvania Department of Transportation (PennDOT) highway opening/occupancy permit will be required for any work occurring within the Bethlehem Pike right-of-way.

E. The terms of this Section 6 shall survive closing.

7. COVENANTS OF SELLER.

A. Maintenance of Property. Prior to the closing date, Seller shall maintain the Property in a commercially reasonable manner.

B. Alterations to Property. Prior to the closing date, Seller shall not make or permit to be made any material alterations, improvements, or additions to the Property (except as may be required by applicable law) without the prior written consent of the Buyer, which consent shall not be unreasonably withheld or delayed by Buyer.

C. Contracts. Prior to the closing date, Seller shall not enter into any contract for, on behalf of, or affecting the Property which cannot be terminated at will or prior to the closing date.

8. CONDEMNATION. If prior to closing, all or any part of the Property is taken by eminent domain proceedings or a notice of any eminent domain proceedings with respect to the Property or any part thereof is received by the Seller, the Seller shall immediately give notice thereof to Buyer and Buyer shall have the right, exercisable in writing within fifteen (15) days of receipt of such notice to:

A. complete the purchase of the Property hereunder in accordance with this Agreement;

B. terminate this Agreement, in which event the Earnest Money shall be refunded to the Buyer and this Agreement shall be null and void and both Seller and Buyer shall be released from any and all further obligation and liability hereunder. Failure to deliver such written notice shall be deemed an election by Buyer to complete the purchase of the Property in accordance with this Agreement; or

C. if Buyer elects (or is deemed to have elected) to complete the purchase of the Property, the purchase shall be completed in accordance with this Agreement, except that at

closing the Seller shall assign, transfer, and pay to Buyer all rights that the Seller has to any of the proceeds of such eminent domain proceedings, until such proceeds are received by the Seller, at which time Seller shall transfer or cause to be transferred the full amount of such proceeds to Buyer.

9. **REAL ESTATE BROKERS.** The Township agreed with the Municibid on-line auction website (hereinafter the “Auctioneer”) to list, market and auction the Property, pursuant to a separate contract. The contract between the Auctioneer and the Township provides for the payment of an eight percent (8%) buyer’s fee on the winning bid price. Buyer confirms that it paid the buyer’s fee directly to the Auctioneer at the conclusion of the auction in accordance with the Bid Package.

10. **DEFAULT.**

A. **Buyers Default.** If Buyer defaults in the performance of any obligation hereunder, and the same is not cured within ten (10) days after written notice to Buyer, then the Buyer shall forfeit the Earnest Money to Seller as liquidated damages, this Agreement shall be null and void, and Seller may take whatever action necessary to select another Buyer, such remedy being the Seller’s sole legal and equitable remedy for Buyer default prior to Closing.

B. **Seller’s Default.** If the Seller defaults in the performance of any of its obligations hereunder prior to closing, the Buyer shall have the right to terminate this Agreement and receive a refund of the Earnest Money, such remedy being the Buyer’s sole legal and equitable remedies.

C. **Survival.** The terms of this paragraph shall survive closing.

11. **NOTICES.** All notices required herein shall be in writing and delivered

personally or mailed to the address provided below, and if mailed, are effective as the date of mailing.

A. If to the **Seller/Township**, addressed to:

Springfield Township
1510 Paper Mill Road
Wyndmoor, PA 19038
c/o Township Manager

With a copy to:

James J. Garrity, Esquire
Wisler Pearlstine, LLP
Blue Bell Executive Campus
460 Norristown Road, Suite 110
Blue Bell, PA 19422

B. If to the **Buyer**, addressed to:

12. **MULTIPLE ORIGINALS.** Seller and Buyer may execute multiple originals of this Agreement.

13. **CAPTIONS.** Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision thereof.

14. **GOVERNING LAW.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

15. **SURVIVAL.** If any provision of this Agreement shall be declared invalid by judicial determination or by express act of any legislative body with authority to affect this

Agreement, only such provision so declared invalid shall be thus affected, and all other provisions shall survive and remain in full force and effect.

16. ENTIRE AGREEMENT. This Agreement, together with the terms and conditions of the Bid Notice, Instructions to Bidder, and Bid Form, each of which is specifically incorporated herein by reference, is the whole Agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statement or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement may not be altered, amended, changed or modified except in writing executed by the parties.

17. RECORDING. Neither this Agreement, nor any memorandum thereof, may be recorded by either party in any public place of recording.

18. BINDING EFFECT. This Agreement shall be binding on the parties hereto and their respective heirs, personal representatives, successors, and assigns.

[Signature page to follow]

IN WITNESS WHEREOF, Seller and Buyer have duly signed this Agreement on the day and year first above written.

**SELLER:
THE TOWNSHIP OF SPRINGFIELD**

**By: _____
Jeffrey T. Harbison, President
Board of Commissioners**

ATTEST:

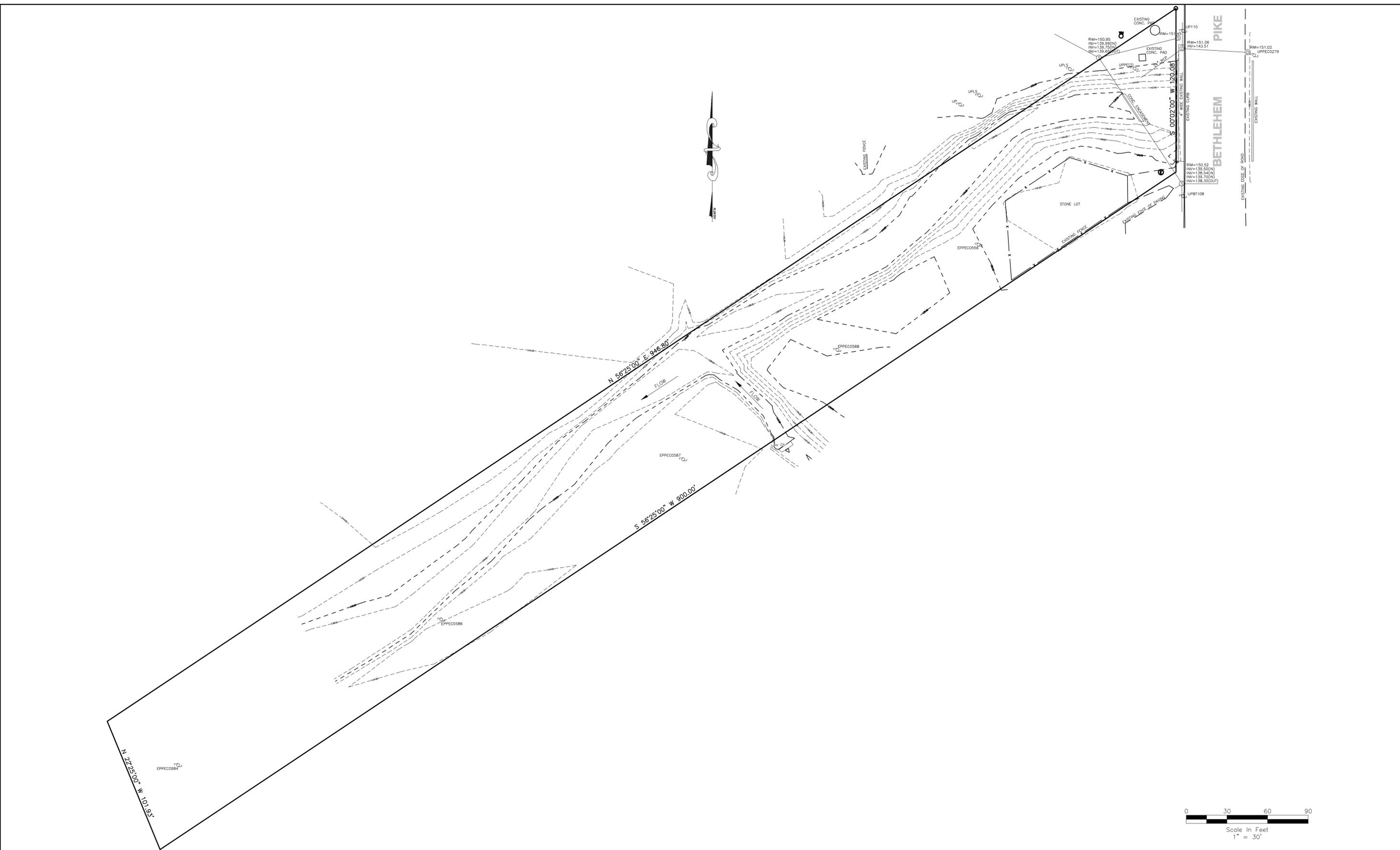
Donald E. Berger, Jr. Township Secretary/Manager

BUYER:

**By: _____
Name:
Title:**

ATTEST:

Name (printed):



Written dimensions shall have priority over scaled dimensions. All dimensions, elevations, locations, and conditions, shall be verified by the Contractor prior to construction, and the Owner and Boucher & James, Inc. shall be notified of any discrepancies with the information shown on drawings.

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Revisions	
Date	Description

Project : **T.M.P. 65-00-00727-00-9**
WHITEMARSH TOWNSHIP
MONTGOMERY COUNTY PENNSYLVANIA

Owner : **THE TOWNSHIP OF SPRINGFIELD**
1510 PAPER MILL ROAD
WYNDMOOR PA. 19038

Title PLAN OF SURVEY			
Boucher and James, Inc. Consulting Engineers • Planners • Land Surveyors Doylestown, PA.			 Quakertown, PA.
Drawn by: JPD	Checked by: EWM	Job No.: 0040034	Scale: 1" = 30'
Sheet 1 of 1			Date: JULY 20, 2000