

**NOTICE OF PUBLIC SALE BY SEALED BID**

Upper Dublin Township (“Township”) will accept sealed bids on March 1, 2012 at 10:00 A.M. in the Commissioners Meeting Room, Upper Dublin Township Building, 801 Loch Alsh Avenue, Fort Washington, PA 19034 for the purchase of a Township owned property at 316 Madison Avenue, Fort Washington, PA 19034, Montgomery County Tax Parcel No. 54-00-11488-00-5 (the “Property”). The Property will be sold “AS IS” with no warranty whatsoever concerning its condition.

The Property containing approximately 1.135 acres of land and a building formerly occupied by the Fort Washington Elementary School was originally acquired by the School District of Upper Dublin. The Property is situated at the corner of Madison and Prospect Avenues in the Township’s Fort Washington neighborhood. The Property has approximately 300 feet of frontage on Madison Avenue and 165 feet of frontage on Prospect Avenue. The Property is improved with a 3,165 square foot, one-story stone building constructed in 1891 (“Building A”) and a 10,775 square foot, two story stone building constructed between 1913 and 1917 (“Building B”). Building A and Building B are connected by a wood frame passageway. Both buildings were previously utilized as a public school; both have been designated as Class II Historic Resources by the Township pursuant to the Township Code.

The Township acquired the Property from the Upper Dublin School District in 1970. The basement level of Building A is currently occupied by the Greater Abington Township Society of Model Engineers (“GATSME”), which leases that area from the Township and maintains a model train layout in it. Building B is vacant.

The Property is situated in the Township’s B-Residential zoning district, which permits, for example, single-family detached housing, limited agriculture, public schools and community residential programs by right. It is also located in the Township’s Historic Resource Overlay District which permits additional uses upon the grant of a conditional use by the Board of Commissioners. By Order of the Montgomery County Court of Common Pleas dated August 17, 2011, the Township may sell the Property free and clear of any encumbrances or restrictions on the use of the Property for school or other public use, and free and clear of any public rights that may have attached to the Property as a consequence of its past public school and municipal use.

Sealed bids shall be clearly marked “BID FOR THE OLD FORT WASHINGTON ELEMENTARY SCHOOL”. All bidders must complete, sign and submit a Purchase Agreement together with earnest money of \$1000.00 in the form of a cashier’s check payable to Upper Dublin Township. Pursuant to Section 1501.II of the First Class Township Code, 53 P.S. §56501.II, payment of the purchase price in full shall be made within sixty (60) days of the acceptance of bids.

The Board of Commissioners reserves the right to reject any and all bids deemed to be insufficient, in whole or in part, or to waive any and all technicalities. The successful bidder will be required to complete the closing with full payment and possession in accordance with the terms of the Purchase Agreement. The Board of Commissioners will issue a Quit Claim Deed as set forth in the Purchase Agreement.

The Purchase Agreement, bidding instructions and a plan of the property may be obtained from the Office of the Township Manager, 801 Loch Alsh Avenue, Fort Washington, PA 19034 upon written request, in person during normal business hours or on the website [www.upperdublin.net](http://www.upperdublin.net) Persons wishing to inspect the interior of the buildings may make arrangements to do so through the office of the Township Manager.

**INSTRUCTIONS TO BIDDERS**  
**SALE OF OLD FORT WASHINGTON ELEMENTARY SCHOOL**

**1. GENERAL INFORMATION FOR BIDDERS**

The Bid Documents specify the place to which the bid must be delivered, the date, time, and place of bid opening, the location and description of the property to be sold, number of days or the date by which the sale should be closed, the amount of the earnest money, and any special requirements.

The Bid Documents consist of the following items (including all modifications thereof incorporated in any of the items before bid opening).

- A. Notice of Public Sale by Sealed Bid ("Bid Notice")
- B. Instructions to Bidders
- C. Purchase Agreement
- D. Photographs and Plot Plan ("Plot Plan")

**2. PREPARATION AND SUBMISSION OF BIDS**

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

- (a) Obtain, thoroughly review, and be familiar with the Bid Documents.
- (b) Adhere to the conditions, times, and terms of delivery of the bid.
- (c) Complete and submit the Purchase Agreement with the bid.

2.2 Site Investigation.

2.2.1 General. 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 restricted 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 and in the buildings insofar as this information is reasonably ascertainable from an inspection of the Property. Any failure by the bidder to acquaint itself with the available information will not relieve it from responsibility for estimating properly the difficulty or cost of successfully using the Property. The Township does not assume any responsibility for any conclusions or interpretations made by the bidder on the basis of the information made available by the Township. 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 Purchase Agreement.

2.3 Bid

2.3.1 A bid shall be typed or printed in ink.

2.3.2 The Purchase Agreement shall be completed, properly executed, and submitted to the Township with each bid.

2.3.3 A bidder who wants to offer changes, revisions, or amendments to the Purchase Agreement must notify the Township in writing, at least ten (10) days prior to the scheduled bid opening. The written notification from the bidder must include a complete description of the proposed change, revision, or amendment. Upon receipt of the notification, the Township will determine whether the proposed change, revision, or amendment is acceptable. If the Township, in its discretion, determines that the change, revision, or amendment is acceptable, the Township will issue a change notice to the Bid Documents that revises the Purchase Agreement. If no change notice is issued revising the Bid Documents, a bid offering the proposed change, revision, or amendment will not be considered for award.

2.3.4 Each bid shall be placed and delivered in an opaque, sealed envelope, clearly marked "BID FOR THE OLD FORT WASHINGTON ELEMENTARY SCHOOL," and must clearly set forth the Bid Category for which the bid is being submitted, and must be addressed as follows:

BID FOR THE OLD FORT WASHINGTON  
ELEMENTARY SCHOOL  
Commissioners of Upper Dublin Township  
Attn: Paul A. Leonard, Township Manager  
801 Loch Alsh Avenue  
Fort Washington, PA 19034

2.3.5 A bid will not be considered which is not in the possession of an authorized representative of the Township by the time indicated in the Bid Notice for the receipt of the bids.

2.3.6 A bid will not be accepted that does not contain all bid documents.

2.3.7 A bid 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 identity followed by the signature of an owner.

(d) If the bidder is a corporation, by the name of the corporation followed by 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 a bid is executed by an attorney-in-fact authorized to execute the bid documents on behalf of the bidding entity, a copy of the power of attorney dated or attested within thirty (30) days of the bid submission date shall be submitted with the bid.

2.3.8 Each bid shall be accompanied by a monetary deposit, Earnest Money, in the form prescribed in the Bid Notice and in the amount of One Thousand Dollars (\$1,000.00).

2.4 Bidder's Representation and Authorization. Each bidder, by making its bid, understands, represents, and acknowledges that:

(a) The bidder has read and understands the terms and conditions of the Bid Documents and the bid is made in accordance with those terms and conditions.

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

(c) The amount of the bid has not been disclosed to any other firm or person who is a bidder or potential bidder, and it will not be disclosed before bid opening.

(d) No attempt has been made or will be 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.

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

(f) To the best of the knowledge of the person signing the bid 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.

2.5 Bid Guaranty.

2.5.1 Each bid must be accompanied by the monetary deposit, Earnest Money, in the amount of One Thousand Dollars (\$1,000.00). The Earnest Money shall be made payable to the "Township of Upper Dublin" and shall be a cashier's check. Earnest Money will be returned to bidders to whom the award is not made within fifteen (15) calendar days after acceptance of a bid. The Earnest Money of the bidder to whom the award is made will be applied to the purchase price.

2.5.2 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 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 responsible bidder.

2.6 Modification or Withdraw of Bids.

2.6.1 Each and every bidder submitting a bid specifically waives any right to modify or withdraw it, except as hereinafter provided.

2.6.2 Bid Modification Prior to Bid Opening. Bids may be modified only by written or telefax notice, or in person up to one (1) hour prior to the exact hour and date specified for bid opening.

2.6.2.1 If a bidder intends to modify its bid by written notice, the notice must specifically identify the bid to be modified and must be signed by the bidder. The bidder must include evidence of authorization for the individual who signed the modification to modify the bid on behalf of the bidder. The bid modification must be received in a sealed envelope. The sealed envelope must state that enclosed in the envelope is a bid modification.

2.6.2.2 If the bidder chooses to attempt to provide such written notice by telefax transmission, the Township shall not be responsible or liable for errors in telefax transmission or failure to deliver a telefax received from the receiving telefax machine to the depository for bids prior to the deadline for receipt of bids. Revisions must not divulge the total amount of the bid, either original or revised. Such divulgence shall disqualify the bid. Revisions must be confirmed by letter within seventy-two (72) hours.

2.6.2.3 If a bidder intends to modify its bid in person, the individual who will modify the bid must arrive at the Township prior to the bid opening time, show a picture identification and provide evidence of his/her authorization to modify the bid on behalf of the bidder. If a bidder intends to modify its bid in person, the bidder may do so only in the presence of a Township employee.

2.6.3 Bid Withdrawal Prior to Bid Opening. Bids may be withdrawn only by written notice or in person prior to the exact hour and date specified for bid opening.

2.6.3.1 If a bidder intends to withdraw its bid by written notice, the notice shall specifically identify the bid to be withdrawn and shall be signed by the bidder. The bidder must include evidence of authorization for the individual who signed the bid withdrawal to withdraw the bid on behalf of the bidder. Except as provided herein, bid withdrawals received after the exact hour and date specified for the receipt of bids shall not be accepted.

2.6.3.2 If the bidder chooses to attempt to provide such written notice by telefax transmission, the Township shall not be responsible or liable for errors in telefax transmission or failure to deliver a telefax received from the receiving telefax machine to the depository for bids prior to the deadline for receipt of bids. Revisions must not divulge

the total amount of the bid, either original or revised. Such divulgence shall disqualify the bid. Revisions must be confirmed by letter within seventy-two (72) hours.

2.6.3.3 If a bidder intends to withdraw its bid in person, the individual who will withdraw the bid must arrive at the Township prior to the bid opening time, show a picture identification and provide evidence of his/her authorization to withdraw the bid on behalf of the bidder.

2.6.4 Bid Withdrawal After Bid Opening. Bidders are permitted to withdraw erroneous bids after bid opening only if the following conditions are met:

2.6.4.1 The bidder submits a written request for withdrawal; and

2.6.4.2 The bidder presents credible evidence with the request that the reason for the higher bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission made directly in the compilation of the bid; and

2.6.4.3 The request for relief and supporting evidence must be received by the Township within three (3) business days after bid opening, but before award of the sale; and

2.6.4.4 The Township shall not permit a bid withdrawal if the bid withdrawal would result in the award of the contract on another bid in the same category of the same bidder, its partner, or a corporation or business venture owned by or in which the bidder has a substantial interest.

## 2.7 Opening and Consideration of Bids.

2.7.1 Each bid shall be opened at the time and place called for in the Bid Notice. Each bid amount shall be announced publicly.

2.7.2 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.

2.7.3 The Township, in considering each bid, shall, prior to any determination and/or award thereon, investigate and evaluate the bidder.

2.7.4 The Township reserves the right to reject a bid if it is determined that the bidder has been found to be in violation of an Upper Dublin Township ordinance or Pennsylvania statute or regulation. Such violation shall be considered as sufficient for a determination that the bidder is not a responsible bidder, and for that reason the bid may be rejected.

2.7.5 The Township shall have the time as indicated in the Bid Notice in which to investigate, evaluate and accept or reject the bids.

2.7.6 Each bid shall be accompanied by the Earnest Money, in the nature and amount as herein specified.

2.8 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, a Purchase Agreement will be accepted with the highest responsible bidder within fifteen (15) calendar days of the date of the bid acceptance. Sale in either case 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 by the mutual written consent of the Township and the highest responsible bidder.

#### 3.2 Award of Sale.

3.2.1 Unless all bids are rejected, and except as otherwise provided by law, the sale will be made, through the executing of the Purchase Agreement between the Township and the highest responsible and responsive bidder.

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

**Old Fort Washington School**  
**Prospect & Madison Avenues, Upper Dublin Township, Montgomery County**  
**Photographs and Plot Plan**



**Old Fort Washington School, Building A (circa 1891).**



**Old Fort Washington School, Building B (circa 1913-1917).**



**AGREEMENT FOR THE SALE  
OF REAL ESTATE**

**THIS AGREEMENT FOR THE SALE OF REAL ESTATE** (this "Purchase Agreement" or "Agreement") is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between THE TOWNSHIP OF UPPER DUBLIN, 801 Loch Alsh Avenue, Fort Washington, Pennsylvania 19034 ("Seller" or "Township") and \_\_\_\_\_ ("Buyer"). The term "Agreement Date" shall mean the date that this Agreement has been fully executed by all parties and Buyer has received a fully executed, original counterpart of the same.

**WHEREAS**, Township owns 1.135 acres of land improved with two school buildings , Building A and Building B, with an address of 316 Madison Avenue, Fort Washington, PA 19034, being Montgomery County Parcel No. 54-00-11488-00-5 (hereinafter the "Property"); and

**WHEREAS**, Township acquired the Property from the Upper Dublin School District by a deed dated February 9, 1970 and recorded with the Montgomery County Recorder of Deeds at Deed Book 3586, Page 909; and

**WHEREAS**, Upper Dublin School District waived, released and forever discharged its reversion right under the Pennsylvania Public School Code to the Property by an extinguishment of reversion rights dated June 18, 2007 and recorded with the Montgomery County Recorder of Deeds at Deed Book 5657, Page 00299, and the School District's waiver of its reversion right was approved by the Pennsylvania Department of Education on March 27, 2007; and

**WHEREAS**, By Order of the Montgomery County Court of Common Pleas dated August 17, 2011, in the matter of In Re: Old Fort Washington School, Montgomery County Court of Common Pleas Docket No. 11-X1882, the Township may sell the Property free and clear of encumbrances or restrictions on the use of the Property for public purposes, and free and clear of public rights in or to the Property on account of its past public school and municipal use; and

**WHEREAS**, The Property is situated in the Township's B-Residential zoning district, which permits, for example, single-family detached housing, limited agriculture, public schools and community residential programs by right; and it is also located in the Township's Historic Resource Overlay District which permits additional uses upon the grant of a conditional use by the Board of Commissioners; and

**WHEREAS**, Township requested sealed written bids for the purchase of the Property; and

**WHEREAS**, a Bid Notice, this Agreement, Instructions to Bidders, and a Plot Plan of the property were made available to the Buyer by the Township, and Township provided Buyer with an opportunity to inspect the interior of the buildings; and

**WHEREAS**, Buyer responded to Township's request with a bid of \_\_\_\_\_ Dollars (\$\_\_\_\_\_); and

**WHEREAS**, as a bidder in response to the Township's request for bids, Buyer must complete, sign and submit this Agreement together with Earnest Money of One Thousand Dollars (\$1000.00) in the form of a cashier's check payable to Township, and clearly set forth the Bid Category for which the bid is being submitted; and

**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 identified as 316 Madison Avenue, Fort Washington, PA 19034, being Montgomery County Tax Parcel No. 54-00-11488-00-5, subject to the terms and conditions of this Agreement as follows:

1. **REAL PROPERTY.** The Property is identified as 1.135 acres of land and buildings situated thereon formerly occupied by the Fort Washington Elementary School and originally acquired and developed by the School District of Upper Dublin. The Property includes a 3,165 square foot, one-story stone building constructed in 1891 ("Building A") and a 10,775 square foot, two-story stone building constructed between 1913 and 1917 ("Building B"). Building A and Building B are connected by a wood frame passageway. Both buildings were previously utilized as a public school; and both have been designated as Class II Historic Resources by the Township pursuant to the Township Code.

2. **FIXTURES AND PERSONAL PROPERTY.** For the purposes of this Agreement, "fixtures" are items that are embedded in the land or attached to the building(s) and cannot be removed without damage to the Property. The method by which a fixture is "attached" could be screws, nails, adhesives, or any other mechanical connection which shows Seller's intent to make the item a relatively permanent part of the real estate. Examples of fixtures are doors and cabinets. For the purposes of this Agreement, "personal property" includes items that are not attached to the building(s) or embedded in the land and that are removable without damage to the real property. Examples of personal property are free-standing (not "built in") appliances and furniture.

A. Fixtures Included in the Sale. Title to fixtures passes to Buyer with the deed. All fixtures except those specifically excluded herein are included in this sale.

B. Fixtures Excluded from the Sale. Building A includes a date stone on the Prospective Avenue façade. Building B includes a building name stone on the Madison Avenue façade. The Building A date stone and the Building B name stone shall remain the property of the Seller and shall be salvaged by the Buyer for the Seller as reasonably practicable if the respective buildings are demolished by the Buyer anytime within five (5) years of the date of this Agreement. Buyer shall deliver possession of the salvaged stones to the Seller at the Property and Seller shall remove same from the Property. The terms of this paragraph shall survive Closing.

C. Personal Property Not Included in the Sale.

- a. A portion of Building A is occupied by Seller's tenant, Greater Abington Township Society of Model Engineers ("GATSME"). GATSME maintains a model railroad layout in Building A. GATSME

personal property is not included in the sale. All portions of GATSME's layout and other model displays are considered the personal property of GATSME and are not fixtures regardless of whether they are attached or affixed to the Property.

- b. To the extent a time capsule, historic documents or records, or other artifacts (collectively "Historic Artifacts") were placed or otherwise exist within the walls or other unknown or hidden cavities of Building A and Building B, said Historic Artifacts shall remain the personal property of the Township. If Buyer, or any agent of Buyer, discovers Historic Artifacts during demolition, renovation, or other work on Building A or Building B at anytime within five (5) years after the date of this Agreement, Buyer shall take reasonable measures to recover and protect the Historic Artifacts, Buyer shall notify Township of the discovery of the Historic Artifacts, and Buyer shall deliver possession of the Historic Artifacts to the Township at the Property.

D. The terms of this Paragraph shall survive Closing.

3. PURCHASE PRICE AND TERMS. The Purchase Price for the Property is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which is based on Buyer's bid in response to the Bid Notice, and which Buyer shall pay as follows:

A. Earnest Money of One Thousand Dollars (\$1,000.00) in the form of a cashier's check payable to Upper Dublin Township submitted with this Agreement as part of Buyer's bid.

B. The Earnest Money will be deposited and held in an account with Upper Dublin Township pending closing, and the balance of the Purchase Price will be due and payable on or before the date of closing.

C. Payment of Balance of Purchase Price. At Closing, 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.

4. CLOSING PROCEDURE.

A. Time and Place of Closing. Full execution of this Agreement and Closing shall be held within sixty (60) days of acceptance of the Buyer's bid by the Township Board of Commissioners. Closing shall be held at the Upper Dublin Township municipal building 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. Sellers 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; and
2. Originals or copies, if originals are not available, of building permits, licenses, approvals and certificates of occupancy for the Property; and
3. Documents of authority of Seller authorizing the transactions contemplated by this Agreement; and
4. Any other documents, instruments, records, correspondence or agreements called for hereunder which have not previously been delivered to Buyer; and
5. Any other documents, instruments, records, correspondence or agreements relating to the Property as Buyer may reasonably require; and
6. 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; and
2. The Closing Statement executed by Buyer; and
3. Documents of authority of Buyer authorizing the transactions contemplated by this Agreement; and
4. Such other instruments as may be reasonably required to consummate the purchase of the Property in accordance with the terms hereof.

5. DEED.

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

1. Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, but excluding any limitations on the use of the Property for public purposes; and
2. Utility and drainage easements which do not interfere with present improvements; and
3. Applicable laws, ordinances, and regulations.

B. The terms of this Paragraph shall survive Closing.

6. 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 on the basis of the fiscal year of each taxing authority.

B. Utility Charges. The meters for all utilities, including water, sewer, electric, and gas, shall be read immediately prior to the Closing Date and the Seller shall promptly pay for all utility service up to the Closing Date.

C. 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.

D. Service Contracts. Charges under existing service contracts which will remain in effect after Closing, if any, shall be adjusted on a per diem basis at Closing.

E. Closing Costs. Buyer and Seller shall share equally in the payment of any recordation, transfer, documentary stamp or other similar fees. Buyer shall pay the cost of Buyer's title insurance policy and all endorsements thereto.

F. Survival. The terms of this Paragraph shall survive Closing.

7. CONDITION OF THE REAL PROPERTY.

A. The Property is offered for sale in its "AS IS", "WHERE IS" condition.

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 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.

D. 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.

E. The terms of this Paragraph shall survive Closing.

8. FIRE OR OTHER CASUALTY.

A. Until completion of Closing and delivery of possession, all risk of loss is on Seller.

B. If on or prior to the Closing Date any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall give notice to Buyer within 3 business days after such damage has occurred. From the date that Buyer receives Seller's notice, Buyer shall have 3 business days to inspect the real property, and an additional 2 business days to estimate the monetary cost of the damages. The Buyer shall have the right, at its sole option, of terminating this Agreement and being released from all liabilities and obligations hereunder if the reasonably estimated cost of repairing the same exceeds ten percent of the Purchase Price. Buyer shall deliver written notice of its election with documentation of the repair estimate to the Seller within fifteen (15) calendar days after the date upon which the Buyer first receives written notice of such damage. If Buyer elects to terminate the Agreement, Seller will return Buyer's Earnest Money and Seller will have the right to re-advertise the Property for sale. If notice of such damage is received by the Buyer and it fails to deliver written notice to the Seller of its election, such failure shall be deemed an election by the Buyer to complete the purchase of the Property under this Agreement.

9. USE AND DEVELOPMENT OF THE PROPERTY.

A. The Property is situated in the Township's B-Residential zoning district, which permits, for example, single-family detached housing, limited agriculture, public schools and community residential programs by right.

B. The Property is also located in the Township's Historic Resource Overlay District which permits specified additional uses upon the grant of conditional use approval by the Township Board of Commissioners.

C. This sale does not constitute a subdivision of land owned by Seller. Any subdivision of the Property or planned development of the Property requires approval by the Township in accordance with the Upper Dublin Township Code.

D. 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 intended use and development of the Property.

E. Use and development of the Property must comply with the Upper Dublin, Township Code, including provisions addressing waivers, variances, and other forms of zoning and development relief, and use and development of the Property must comply with all applicable state and federal laws and regulations.

F. Use of the Property is subject to the GATSME lease. The GATSME lease may be assigned by the Seller to the Buyer. On or before May 31, 2012, Seller shall provide notice to GATSME to vacate the Property by May 31, 2013 according to the terms of the GATSME lease.

F. The terms of this paragraph shall survive Closing.

10. COVENANTS OF SELLER.

A. Maintenance of Property. Prior to the Closing Date, Seller shall maintain the Property in the ordinary course of Seller's operations and substantially in accordance with Seller's present practices, subject to ordinary wear and tear. Seller shall make all ordinary and routine repairs and replacements, structural and non-structural, which are required with respect to any portion of the Property, to maintain in its present condition, except only damage caused by casualty.

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 when 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.

D. Tenants. The Township currently leases the basement of Building A to GATSME for an initial term ending on May 31, 2004, and automatically extending for periods of one (1) year, unless either party terminates the lease by giving at least one (1) years' prior written notice. On or before May 31, 2012, the Township shall provide notice to GATSME to vacate the Property by May 31, 2013.

11. 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 proceeding 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 either:

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

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 and until the proceeds from such proceedings theretofore or thereafter are received by the Seller.

12. REAL ESTATE BROKERS. The Seller and Buyer respectively warrant to each other that no finders, real estate brokers or other persons entitled to claim a fee or commission have interested either of them in this transaction and that they have not had any dealings with any other person which may entitle that person to a fee or commission. The parties hereby agree to indemnify and hold the other harmless against any losses, costs or expenses (including attorney's fees) arising out of any claim of any broker or finder in conjunction with this transaction, the obligation for which was incurred by the breaching party. The terms of this Paragraph shall survive Closing.

13. DEFAULT.

A. Buyer's Default. If Buyer defaults in the performance of any material obligation hereunder, and the same is not cured within ten (10) business days after written notice to Buyer, then the Buyer shall forfeit the Earnest Money to Seller as liquidated damages and Seller may take whatever action necessary to select another Buyer, such remedy being the Seller's sole legal and equitable remedy.

B. Seller's Default. If the Seller defaults in the performance of any of its obligations hereunder, 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.

14. NOTICES. All notices required herein shall be in writing and delivered personally or mailed to the address provided herein and if mailed, are effective as the date of mailing.

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

16. 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.

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

18. 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.

19. ENTIRE AGREEMENT. This Agreement with the terms and conditions of the Bid Notice, Instructions to Bidder, and Bid incorporates by reference, the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements 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.

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

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

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

**SELLER:**

**THE TOWNSHIP OF UPPER DUBLIN**

By: \_\_\_\_\_  
Paul A. Leonard, Township Manager

**BUYER:**

[NAME]

By: \_\_\_\_\_  
Name:  
Title: