

INVITATION FOR BIDS

Sealed Bids will be received by West Mead Township until 1:00 p.m., prevailing time, on August 3, 2017, at the West Mead Township Office located at 1150 Morgan Village Road in West Mead Township; Crawford County, Pennsylvania, for the purchase of any and all right, title and interest of West Mead Township in and to a parcel of unimproved real estate located within West Mead Township described as follows.

The parcel is identified on Crawford County assessment map as the part of parcel #3217-045-2 located on the east side of Route 322, south of McHenry Street, behind Green Mountain Park and Liberty Street and consists of approximately 6.6 acres. The minimum bid for said parcel shall be \$19,800.00. Buyer is responsible for all costs of sale and transfer and Realty Transfer taxes.

Bids will be publicly opened on August 3, 2017 at 1:00 p.m., prevailing time, at the Township Building. Each bid must be accompanied by a certified check or equivalent security satisfactory to the Township, in the amount of 10% of the bid, made payable to West Mead Township.

The property will be sold to the highest responsible bidder. The sale is subject to the terms and conditions, limitations and restrictions set forth in the Bid Documents for Sale of West Mead Township Real Estate dated July 12, 2016, including those set forth in West Mead Township Resolution adopted July 12, 2016 authorizing the sale. The Township will quitclaim any and all of its right, title and interest in and to the subject parcel to the successful bidder by Quit-Claim Deed. Terms of sale will be cash at closing. Payment of the purchase price shall be made in full within 60 days after the acceptance of the bid.

The property may be inspected by any interested bidder by arrangement with the Township Secretary. The Township makes no warranties or representations regarding the existence or quality of any right, title, claim or interest of the Township in or to the subject parcel or concerning the condition of the parcel (whether concerning boundaries, liens or encumbrances, easements, surface or subsurface conditions or restrictions upon the subject parcels or other matters relevant thereto).

The Township reserves the right to reject any and all bids and to waive any informalities in the bidding. Bids may be held by the Township for a period not to exceed 30 days from the date of the bid opening for purposes of reviewing the bids and investigating the qualifications of bidders prior to awarding the real estate sales contract.

Jill Dunlap
West Mead Township
1150 Morgan Village Road
Meadville, Pennsylvania 16335

**West Mead Township
Sale of Real Estate
Bid Specifications and Requirements**

1. The specifications and requirements for the sale of Township owned real estate include and consist of the Bid or Contract Documents which include these Bid Specifications and Requirements, the attached Bid Proposal and Agreement for Purchase, and the attached Invitation to Bid. The terms and conditions of these Bid documents are the terms and conditions under which the property identified below is being sold by West Mead Township to the highest responsible Bidder.
2. The Bid Proposal for the Purchase of the Township owned property identified below must be submitted on the attached Bid Proposal and Agreement for Purchase form. It must be executed with all the information required. It must be executed by the person making the Bid or a duly authorized agent.

Bids which are not signed by the individual making them shall have attached thereto a power-of-attorney evidencing authority to sign the Bid in the name of the person in whose name it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the Bid a power-of-attorney evidencing authority to sign the Bid, executed by the partners.

The Bids which are signed for a corporation shall have the correct corporate name, corporate seal, and the signature of the president or other authorized officer of the corporation, manually written below the corporate name following the word "By _____." Such Bid shall also bear the attesting signature of the secretary of the corporation.

If the Bid Proposal and Agreement for Purchase is accepted by the Township, then the duly authorized Township Officials shall execute the acceptance on behalf of the Township and the Agreement shall then be binding on the parties.

3. The real estate subject to this Bid and sale consists of a parcel of undeveloped and unimproved land located within West Mead Township and described on the Description attached hereto as Schedule A.

The minimum acceptable bid for the parcel is \$19,800.00

No bid with an offer to buy for less than the amount indicated above will be considered or accepted by the Township, said amount having been determined to be the fair market value.

4. The Township will conclude the sale by delivering a Quit-Claim Deed for the parcel to the successful bidder, said Quit-Claim Deed being substantially in the form of the Quit-Claim Deed attached hereto.

5. Prospective Bidders are welcome to inspect, examine and perform reasonable tests on-the-property which is the subject of the Bid and sale at any reasonable time upon notice to and arrangement with the Township Secretary.
6. Prospective Bidders are solely responsible for satisfying themselves concerning the existence and quality of any right, title or interest of the Township in or to any parcel and concerning the location, boundaries and condition of any parcel and concerning the conditions of sale. The Township makes no warranties or representations of any nature or description whatsoever concerning any such matters and no Township employee is authorized to make any representation, warranty or statement concerning the existence or quality of any right, title or claim of the Township to any parcel or concerning the condition of any parcel. Any such statements, if made, should and must be disregarded as unauthorized.
7. The terms of the Invitation for Bids as advertised and attached are incorporated as terms and conditions of the Bid process.
8. At the time of the opening of Bids, each Bidder will be presumed to have inspected and to be thoroughly familiar with the subject property, the Bid specifications and requirements, Conditions of Sale, Bid and Contract Documents and Quit-Claim Deed. The failure or omission of any Bidder to examine any form, instrument or document shall not relieve any Bidder from any obligation with respect to this Bid. No Bid shall be considered which is not properly made out and signed in writing by the Bidder, or an authorized agent of the Bidder. All required items on the Agreement shall be filled in or the Bid may not be considered.
9. No Bid may be withdrawn for 60 days after the time scheduled for the Bid opening. Any Bidder may withdraw his Bid at any time prior to the scheduled opening.
10. The Township reserves the right to reject any or all Bids and to waive any informalities in the Bidding.
11. Each Bid shall be accompanied by a certified check or other approved Security in the amount of not less than ten percent (10%) of the Bid, which shall be payable to West Mead Township, as payee or obligee, and the full amount of said check shall be forfeited and payable as damages occasioned to the Township if the Bidder fails to deliver the full sale price, or perform any other required obligations.

**Bid Proposal and
Agreement for Purchase
of Real Property of West Mead Township
Located along the East side of Route 322 and Identified by Tax Parcel # 3217-045-2**

Bidder/Buyer is:

(include name, address and telephone #, and if partnership or corporation, give names of all partners or authorized corporate officers)

Witnesseth That:

1. West Mead Township is selling its right, title and interest in certain lands owned by the Township and described in the Description attached hereto as Schedule A.
2. Bidder/buyer, identified above, submits this Bid for the purchase of the real estate described on Schedule A attached hereto and agrees that upon acceptance by the Township, this Bid Proposal shall be the Agreement of Sale between Bidder/Buyer and West Mead Township, and that Bidder shall be legally bound by this Agreement.
3. Bidder/buyer agrees to pay the following sum in cash or certified bank check upon settlement and no later than 60 days after the date this Agreement is awarded to Buyer/Bidder, as consideration for the purchase of the real estate identified on Schedule A attached hereto and incorporated herein by reference.

Purchase Price Bid is: \$_____

4. Township shall, at settlement, deliver a Quit-Claim Deed to remise, release and quit-claim unto Bidder/Buyer all right, title and interest the Township may have in and to the property described on Schedule A attached hereto and incorporated herein by reference.
5. Settlement shall be made within 60 days after the date this Agreement is awarded to Bidder/Buyer.
6. Possession shall be given to Bidder/Buyer on date of settlement.
7. Real estate taxes and utilities, if applicable, shall be apportioned pro rata to the date of possession. Realty transfer taxes and all costs of closing shall be paid by Bidder/Buyer.
8. It is understood that this Agreement results from the Township's invitation for bids for the purchase of the property and from the Township's acceptance of the Bidder/Buyer's bid. Both parties acknowledge that the bidding process was carried out in accordance with the

bidding requirements and applicable law.

9. Should Bidder/Buyer fail to settle or pay the sum or sums on account of the purchase price, as herein provided, the amount of the bid security accompanying the proposal may be retained by Township, either as liquidated damages or on account of the purchase price, as Township may elect. If they are retained as liquidated damages, this Agreement shall become null and void and both parties shall thereupon be released of all further liability under it.
10. It is understood between the parties that the Bidder/Buyer has read and understands the contents of the Invitation to Bid, and Bid Specifications and Requirements and other Contract Documents, that the property has been inspected by Bidder/Buyer or his agent and that the same is being purchased solely in reliance upon such inspection, and that there are no representations or warranties except as herein set forth.
11. Bidder/Buyer is hereby notified that it is his responsibility to insure his interest in the said premises at his own cost and expense. Township shall maintain the property in its present condition, normal wear and tear excepted.
12. Township makes no representations or warranties regarding title, boundaries, liens or encumbrances, easements or restrictions, surface or subsurface conditions of the land or any matter affecting the real estate or title thereto. Bidder/Buyer acknowledges that no Township official or employee has any right or authority to make any statement, representation or warranty concerning such matters and that any statements, representations or warranties which Bidder/Buyer believes to be made by any Township official or employee shall be disregarded by Bidder/Buyer as unauthorized.
13. This Agreement contains the whole Agreement between the Township and the Bidder/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 shall not be altered, amended, changed or modified, except in a writing executed by the parties hereto.
14. This Agreement shall be binding upon the respective heirs, executors, administrators, successors and, to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that the Bidder/Buyer shall not transfer or assign this Agreement without the prior written consent of the Township.
15. Whenever used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In Witness Whereof, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals this _____ day of _____, 2017.

Bidder/Buyer

Witness as to Bidder/Buyer:

Township hereby accepts and approves the above Bid and Agreement of Sale this _____ day of _____, A.D., 2017.

West Mead Township

Witness as to Township:

By: _____

A C K N O W L E D G M E N T

Commonwealth of Pennsylvania :
: SS:
County of Crawford :

On this, the _____ day of _____, 2017, before me, a Notary Public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they signed the same for the purposes therein contained.

In Witness Whereof I have hereunto set my hand and Notarial Seal.

Notary Public

SCHEDULE A

DESCRIPTION OF ROUTE 322 LANDS BEING SOLD BY WEST MEAD TOWNSHIP

All That certain piece or parcel of undeveloped land located in West Mead Township, Crawford County, Pennsylvania, bounded and described generally as follows:

Bounded on the West by Route 322;

on the North by lots and a street laid out on the south side of Green Mountain Street as part of the Phillips and Kuhns Allotment known as South Meadville, as recorded at Deed Book 237, Page 601; which lands consist of lots now or formerly owned by Kandy E. & Victor C. Foote, identified by Tax Parcel # 3220-003-41, 42, & 43; by William A. & Sharon K. Wykoff, identified by Tax Parcel # 3220-003-39 & 40; by Timothy S. & Jane I. Gable, identified by Tax Parcel # 3320-003-38; and by Kevin W. & Carla G. George, identified by Tax Parcel # 3220-003-37;

on the East by certain lots owned by William A. & Sharon K. Wykoff, identified by Tax Parcel # 3220-003-39 & 40; by certain lots, streets and alleys laid out as part of and forming the western boundary of the Phillips and Kuhns Allotment known as South Meadville, as recorded at Deed Book 237, Page 60, and as amended and recorded in Plan Book 1, Page 25 in the Crawford County recorder's Office; and certain lots owned by Brian A. & Theresa A. Mummert, identified by Tax Parcel # 3220-001-15 through 18; and

on the South by lands now or formerly owned by Meadville Area Sewer Authority, identified by Tax Parcel # 3217-045-2-A

which lands include that portion of the lands described in the Deed to West Mead Township dated February 15, 1965 and recorded in the Office of the Recorder of Deeds for Crawford County, Pennsylvania in Deed Book 416, Page 25, and in the Deed to West Mead Township dated February 15, 1965 and recorded in the Office of the Recorder of Deeds for Crawford County, Pennsylvania in Deed Book 416, Page 26, remaining after the previous conveyance of a portion of the land to the Meadville Area Sewer Authority which is identified by Tax Parcel # 3217-045-2-A, and the previous conveyance of a portion of the land to Ernst Farms, LLC. which is identified by Tax Parcel # 3217-045-2-B; and which lands consist of those lands currently identified by Crawford County Assessment Number 3217-045-2 which lie on the east side of Route 322.

West Mead Township
Crawford County, Pennsylvania
Resolution No. 2016 - 11

RESOLUTION AUTHORIZING THE SALE OF CERTAIN UNDEVELOPED
REAL ESTATE OWNED BY WEST MEAD TOWNSHIP LOCATED BEHIND
GREEN MOUNTAIN PARK AND LIBERTY STREET WITH ROAD
FRONTAGE ON ROUTE 322 – COCHRANTON ROAD.

Whereas, West Mead Township owns certain undeveloped real estate located on the east side of Route 322, south of McHenry Street, behind Green Mountain Park and Liberty Street, West Mead Township, which land is generally shown on a diagram attached to this Resolution.

Whereas, the Township Supervisors have determined that there is no planned or foreseeable use of these lands for Township or public purposes and that the Township will be better served by selling these lands for private use or development.

Whereas, the Township Supervisors obtained an independent appraisal of the subject parcel, indicating that its market value is approximately Nineteen Thousand Eight Hundred Dollars (\$19,800.00).

Whereas, the Board of Supervisors believes the best interests of the Township will be served by selling these lands in accordance with the requirements of law and desires to authorize such action.

Now, Therefore, Be It Resolved by the Board of Supervisors of West Mead Township as follows:

1. Sale of a certain parcel of land owned by West Mead Township and located on the east side of Route 322, south of the intersection of Route 322 and McHenry Street, behind Green Mountain Park and Liberty Street in West Mead Township, which parcel is part of the lands identified by County Assessment No. 3217-045-2, as shown on the attached portion of the County Tax Map and as described more particularly in the description attached hereto, is hereby authorized and approved.
2. Sale of the subject property shall be made in accordance with the applicable procedures required by the Second Class Township Code, and the bidding and sale documents approved by the Township Solicitor's office, the substantial form of which are attached to this Resolution and are hereby approved.
3. The minimum bid that will be accepted for the subject parcel shall be Nineteen Thousand Eight Hundred Dollars (\$19,800.00), being the appraised fair market value of the parcel.

4. Appropriate officers of West Mead Township are hereby authorized to undertake all actions needed to proceed with the sale of the subject property in accordance with the terms hereby authorized.

Resolved this 12TH day of JULY, 2016, by the Board of Supervisors of West Mead Township, Crawford County, Pennsylvania.

WEST MEAD TOWNSHIP SUPERVISORS

By

William J. Frenkel
Chairman

By

Michael J. Jordan
Supervisor

By

John A. Schutte
Supervisor

ATTEST:

[Signature]
Secretary

[seal]

