

**PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN that the Board of Commissioners of Lower Pottsgrove Township, Montgomery County, Pennsylvania, is accepting bids for the purchase of five (5) vacant parcels of real property located 0, 2258, 2270, 2272 East High Street and 2255 Brown Street, having Parcel Identification Nos. 42-00-01780-00-5, 42-00-01783-00-2, 42-00-01786-00-8, 42-00-01777-00-8, and 42-00-00550-00-2. The aforementioned parcels are adjoining, total approximately 2.02 acres, and are located within the Limited Commercial and Office Zoning District. The Conditions of Sale are located at the Lower Pottsgrove Township Building, 2199 Buchert Road, Pottstown, Pennsylvania 19464, during normal business hours. Sealed bids will be considered by the Lower Pottsgrove Township Board of Commissioners. There is no minimum bid requirement. Bids must be received by the Township no later than **4:30 p.m. on June 5, 2024** and may be hand delivered or mailed to Lower Pottsgrove Township, 2199 Buchert Road, Pottstown, Pennsylvania 19464. Bids will be opened and publicly read at Lower Pottsgrove Township on **June 6, 2024, at 9:00am**

LOWER POTTS GROVE TOWNSHIP  
BOARD OF COMMISSIONERS

Raymond W. Lopez, President

SOLICITOR:

Jamie V. Ottaviano, Esquire

## CONDITIONS OF SALE

The terms and conditions of the sale of purchase of five (5) vacant parcels of real property located 0, 2258, 2270, 2272 East High Street and 2255 Brown Street, having Parcel Identification Nos. 42-00-01780-00-5, 42-00-01783-00-2, 42-00-01786-00-8, 42-00-01777-00-8, and 42-00-00550-00-2:

1. **SELLER** Lower Pottsgrove Township (the “Township”), 2199 Buchert Road, Pottstown, Pennsylvania, is the present owner of the Properties, as hereinafter set forth.
2. **PROPERTIES.** The properties to be sold (collectively, the “Properties”) consist of five (5) vacant parcels of real property located at 0, 2258, 2270, 2272 East High Street and 2255 Brown Street, having Parcel Identification Nos. 42-00-01780-00-5, 42-00-01783-00-2, 42-00-01786-00-8, 42-00-01777-00-8, and 42-00-00550-00-2. The aforementioned parcels are adjoining, total approximately 2.02 acres, and are located within the Limited Commercial and Office Zoning District.
3. **PURCHASE AND DOWN PAYMENT.** The Township shall accept sealed bids for the Properties and the awarded bid shall be the purchase price (the “Purchase Price”). The awarded bidder (the “Purchaser”) shall immediately execute and deliver to the Township the Purchaser’s Agreement attached to these Conditions of Sale and shall pay ten percent (10%) of the Purchase Price as security for the performance of the terms and conditions of these Conditions of Sale and the Purchaser’s Agreement. The Purchaser acknowledges that the down payment shall be paid to the Township and shall not be held in escrow. Checks for the down payment will be deposited the next business day. The Purchaser fully acknowledges that the Properties are not being sold subject to the ability of the Purchaser to obtain any financing for the purchase thereof.
4. **TITLE.** The balance of the Purchase Price shall be paid at settlement, as hereinafter set forth, upon which payment the Township shall convey to the Purchaser, by special warranty Deed prepared at the Purchaser’s expense, good and marketable fee simple title to the Properties, insurable without exception at regular rates by a title insurance company of the Purchaser’s choice, licensed to do business in the Commonwealth of Pennsylvania, free and clear of all liens and encumbrances, except as noted in these Conditions, but subject to existing easements, building or use restrictions, zoning or land subdivision regulations, or encroachments of any kind within the legal width of the public highways, and subject to all easements, encumbrances or encroachments which would appear upon reasonable physical inspection of the Properties. This Paragraph 4 only sets forth the quality of title to be conveyed by the Township to the Purchaser. Nothing herein shall be construed as obligating the Township to provide any title search, or title insurance, at the Township’s expense. The cost of any title search and title

insurance desired by the Purchaser shall be the sole responsibility of the Purchaser, as set forth in Paragraph 6 hereof.

If the Township is unable to convey title of the quality set forth above on or before the Settlement Date (as hereinafter defined), the Township shall have the option to extend the Settlement Date for an additional thirty (30) days or for such longer period as the Township and the Purchaser may agree to in writing (the "Title Extension Period"), during which period the Township may seek to cure such title matters. If the Township declines to extend the Settlement Date, or is unable to cure the title matters during any Title Extension Period, the Purchaser may elect to either: (a) take such title as the Township can give; or, (b) terminate the Purchaser's Agreement. If the Purchaser elects to terminate the Purchaser's Agreement, as provided above, Seller will return to the Purchaser all payments made to Township on account of the Purchase Price, and reimburse the Purchaser for all costs for searching title, appraisals, inspections and preparation of the Deed, Mortgage and other settlement papers. The Purchaser's Agreement, and all obligations thereunder, will terminate upon the Township's return of payment of the above amounts.

5. **SETTLEMENT.** Settlement shall be held on or before sixty (60) days following the execution of the Purchaser's Agreement, at a place or time mutually agreed to by the Purchaser and the Township (the "Settlement Date"), which time shall be of the essence of the Purchaser's Agreement. Possession of the Properties shall be given to the Purchaser at settlement. Formal tender of Deed and purchase money are waived.
6. **COSTS.** The costs related to the sale of the Properties, and the settlement thereon, shall be paid as follows:
  - (a) The Purchaser shall provide and pay:
    - (i) One half of the required State and local realty transfer taxes.
    - (ii) Any survey, desired or required by the Purchaser, other than a survey required to provide the Township with an adequate legal description.
    - (iii) Any and all disbursement fees, escrow fees, service fees or similar fees or costs, purported to be charged against the Township by any title insurance company or attorney holding settlement for the Properties, unless expressly contracted for in writing by the Township.
    - (iv) The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company or settlement services.

- (v) Preparation of other documents, including, but not limited to, Deed and Mortgage, if any, and all fees incurred at settlement, including attorney's fees, tax certification fees, disbursement fees, recording fees or settlement fees, whether purported to be billed against the Purchaser or the Township, unless expressly contracted for in writing by the Township.
- (b) The Township shall provide or pay for:
  - (i) One half of the required State and local realty transfer taxes.
  - (ii) Acknowledgment of Deed.
  - (iii) A legally adequate description and preparing, obtaining and/or recording Releases or other documents or surveys reasonably required in order to make the Township's title to the Properties insurable at regular rates by a title insurance company of the Purchaser's choice, licensed to do business in the Commonwealth of Pennsylvania.
- (c) Real estate taxes, if any, on the Properties shall be apportioned on a fiscal basis to the Settlement Date.

However, if the Properties are subject to any preferential assessment via the Pennsylvania Clean and Green Act, and the Purchaser does not continue such preferential assessment program at settlement or thereafter, the Purchaser will be solely responsible for any rollback taxes, interest, penalties or other charges that accrue as a result of such discontinuance, regardless of the reason for the same.

- 7. **REJECTION OF BIDS.** The Township reserves the right to reject any and all bids. The Township reserves the right to withdraw the Properties from sale.
- 8. **EMINENT DOMAIN AND EASEMENTS.** The Township represents that there are no pending and unsettled Eminent Domain proceedings, no appropriations by the filing of State Highway Plans in the Recorder of Deeds Office, and Orders that have not been complied with from any governmental authority to do work or correct conditions affecting the Properties, of which the Township has knowledge, and no part of the Properties, except any part within utility reserve strips in development or within the legal limits of highways is, or at settlement will be, subject to any easement for underground electric or telephone cable or sewer, gas or water pipe serving other than the Properties, any petroleum products, pipeline or public storm sewer, or any other easement, except such easements as may appear of record, such easement as may be disclosed by reasonable inspection of the Properties, or which are noted in these Conditions. Any proceeding for condemnation or by Eminent

Domain instituted against the Properties after the date hereof shall, in no way, affect Purchaser's obligation to purchase the Properties; provided, that the Purchaser shall receive credit for any proceeds, consideration, damages or sums paid by any condemning authority as a result of such action if the same is paid prior to settlement. In the event that any such proceeds, consideration, damages or sums are paid after the Settlement Date, the Purchaser shall be entitled to receive the same. The Township shall be under no obligation to defend against or appear in any such action, provided that the Township provides the Purchaser with notice of the institution of such action no later than fifteen (15) days after the Township's receipt of notice thereof; and, in such event, the Township shall cooperate in the Purchaser's defense of or appearance in such action at the Purchaser's expense.

9. **CONDITIONS OF PREMISES.** By execution of the Purchaser's Agreement, the Purchaser acknowledges that it has had a full and complete opportunity to inspect the Properties. **The Properties are being sold unto the Purchaser "AS IS", with no representation, guarantee or warranty regarding the condition of the Properties.**
10. **ZONING.** The parties acknowledge that no representation whatsoever has been made concerning zoning of the Properties, or the uses of the Properties that may be permitted under the Township Ordinances, and that the Purchaser is satisfied that the zoning of the Properties is satisfactory for its contemplated use thereof.
11. **PURCHASER(S) DEFAULT.** In case of non-compliance by the Purchaser with any term of these Conditions, the Township has the option, in addition to all other remedies provided by law or at equity, to exercise any or more of the following remedies:
  - (a) To retain the Purchaser's down money as liquidated damages, regardless of whether or not, or on what terms, the Properties are retained or resold; or,
  - (b) To resell the Properties at public or private sale, with or without notice to the Purchaser, and hold the Purchaser liable for the actual loss resulting from such resale, including reasonable attorney's fees and costs incurred by the Township as a result of the Purchaser's default. The Township may retain the down money paid hereunder as security for the payment of such loss.
12. **PARTIES BOUND.** These Conditions of Sale, and the Purchaser's Agreement made hereunder, shall be binding upon the parties hereto, their respective heirs, successors, personal representatives and assigns.
13. **CONSTRUCTION.** All references to the highest bidder, or the Purchaser contained herein, shall be deemed to refer to all purchasers, jointly and severally, whether referred to in the singular or plural, or masculine or feminine, form.

14. **ASSIGNMENT.** The Purchaser may not assign the Conditions of Sale or the Purchaser's Agreement, in whole or in part, without first obtaining the written approval of the Township.
15. **INTENT.** The Purchaser's Agreement represents the whole agreement between the parties, and any representations concerning the Properties, or otherwise, made prior to the execution of the Purchaser's Agreement are hereby superseded by the Purchaser's Agreement.
16. **AMENDMENT.** No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of Sale and the Purchaser's Agreement attached hereto.
17. **EFFECT OF WAIVER OR CONSENT.** A consent or waiver by the Township, expressed or implied, to any breach or default by the Purchaser in the performance of these Conditions of Sale is not a consent or waiver to or of any other breach or default. Failure on the part of the Township to complain of any act of the Purchaser, or to declare the Purchaser in default of these Conditions of Sale, irrespective of how long that failure continues, does not constitute a waiver by the Township of the Township's rights with respect to that default until the applicable statute of limitations period has run.
18. **SEVERABILITY.** If any provisions of these Conditions of Sale, or the application thereof to any person, entity or circumstance, is held invalid or unenforceable to any extent, the remainder of these Conditions of Sale, and the application of that provision to other persons, entities or circumstances, are not affected thereby. In such event, the invalid or unenforceable provision will be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the Township has executed these Conditions of Sale, intending to be legally bound hereby, this 18<sup>th</sup> day of April, 2024.find.

**LOWER POTTS GROVE TOWNSHIP  
BOARD OF COMMISSIONERS**

BY:

Raymond W. Lopez  
Raymond W. Lopez, President

ATTEST:

Nicole Varady  
Nicole Varady, Secretary

**PURCHASER'S AGREEMENT & RECEIPT**

*The undersigned, as Purchaser, intending to be legally bound hereby, acknowledges that Purchaser has examined the Conditions of Sale attached hereto available for inspection prior to sale of the Properties, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Properties.*

The Purchaser agrees to purchase the Properties described in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_).

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocably authorizes any attorney of any court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Property by Township, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of ten percent (10%) per annum, and together with a collection fee equal to ten percent (10%) of the amount then due, but in no event less than Two Hundred Fifty Dollars (\$250.00), all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisalment, stay and exemption laws of any state, now in force or hereafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, Purchaser has executed this Agreement on \_\_\_\_\_, intending to be legally bound hereby.

Purchaser's  
Signature(s): \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_

Purchaser's  
Printed Name(s): \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
\_\_\_\_\_ Phone: \_\_\_\_\_ (h) \_\_\_\_\_ (w)

The undersigned acknowledges that Purchaser paid Township the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), representing the down payment of ten percent (10%) of the Purchase Price for the purchase of the Property.

**YERGEY • DAYLOR • ALLEBACH • SCHEFFEY • PICARDI**

BY: \_\_\_\_\_

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