

Request for Proposals (RFP)

for the Sale of a Light Industrial Lot on Romeo Lane in Thaw Industrial Park (6.27 acres - Tax Map No. 25-17-0084-07) Real Estate in North Union Township, Fayette County, Pennsylvania

I. Request for Proposals

Proposals are being accepted by the County of Fayette ("the County") for the sale of County-owned property located on Romeo Lane in the Thaw Industrial Park and identified as Tax Map Number 25-17-0084-07 located in North Union Township, Fayette County, Pennsylvania, described in more detail below.

Individuals, businesses, or other entities interested in purchasing this property shall submit a Proposal in conformity with the terms of this Request for Proposals ("RFP").

II. Property Information

The County is interested in selling property on Romeo Lane in North Union Township, Fayette County, Pennsylvania and within the Laurel Highlands School District.

The Property consists of an approximately 6.27-acre parcel on Romeo Lane in the Thaw Industrial Park. A description of the property can be found as Parcel Two at the Fayette County Recorder of Deeds in Deed Book 3459 beginning at page 1632. A copy of the Deed conveying the Property to the County of Fayette is attached as Attachment D. The tax map/parcel number for this property is 25-17-0084-07. The Property is level with utilities available (electricity, water, sewage, gas, telephone, and internet). The site is zoned M-1 Light Industrial. The Property is located in a Special Flood Hazard Area, FEMA Map 42051C0361E (Eff. 7/18/2017). It is unknown whether the Property contains oil, gas, coal, stone, timber or other mineral or forest products of commercial value.

The County makes no representation of any kind with respect to the parcel. The Property is being offered for sale in "AS IS" condition as the County has no intentions of making any improvements or changes to the Property prior to sale. Potential Purchasers will be permitted to perform inspections at their own expense, provided that any such inspection is approved in advance, in writing, by the County.

Use of the Property is subject to the zoning and other applicable ordinances of the County and North Union Township. The Fayette County Zoning Ordinance are available online at: <https://www.fayettecountypa.org/259/Zoning-Planning>.

III. Conditions Governing Sale of Property

A. Offer

Potential Purchasers must offer to purchase the property in full via cash, cashier's check or certified check at Closing. All potential Purchasers must complete and submit the Offer to Purchase (Attachment A) indicating the amount offered on the Property. All valid offers submitted shall remain open for one hundred twenty (120) days from the date the proposal is due or until the date of Closing has been established, whichever is sooner.

No offers will be accepted which do not include the proposed purchase of the entire property. It is the County's intention to sell the property in its entirety and in its current condition or "as is" and "where-is". The successful Purchaser will be provided a special warranty deed at Closing. **The County will not accept an offer which contains a bid of less than the minimum reserve bid of \$53,000.00.**

B. Purchase Price

The purchase price must be paid via cash, cashier's check, or certified check at Closing. The County's intention is to accept the highest offer which is in compliance with the RFP. The County reserves the right to reject any and all offers.

C. Title and Escrow Costs

The Purchaser shall be responsible for all Closing costs, including the cost to record a deed in favor of the Purchaser. The Purchaser shall pay for any standard and/or extended form of title insurance coverage as determined and requested by the Purchaser. All other lien letter, tax and zoning certification, escrow, and collection costs will be paid by the Purchaser. The County will not be responsible for any costs or fees associated with the final transaction.

D. Commission

The County shall pay no commission of "finder's fee" in furtherance of this sale. The County has not employed an agent or broker in connection with this sale. Any commission to be paid to an agent or broker shall be paid by the Purchaser and shall not be deducted from the purchase price.

E. Pre-Offer Site Visit

A pre-offer site visit will not be held. For inspections, see Section II above entitled "Property Information".

F. Addenda

The County specifically reserves the right to amend this RFP to address any issue up until 5:00 p.m. on the date that is three (3) days prior the Proposal Submission Deadline.

G. Schedule

The proposed schedule is:

- (1) Advertising of Request for Proposals: Friday, September 1, 2023
- (2) Questions due to the County: Friday, September 15, 2023, 3:00 p.m.
- (3) Proposal Submission Deadline: Thursday, September 28, 2023, 3:00 p.m.
- (4) Review and Consideration of Acceptance (or Rejection) by the Board of Commissioners: Thursday, October 19, 2023 (subject to extension by the Board of Commissioners)

This schedule is subject to change at the sole and absolute discretion of the Board of Commissioners. All times are Eastern Standard Time.

H. No Exception to this Request for Proposal

No exceptions from the provisions of this RFP or other conditions or conditional language may be submitted by a potential Purchaser with an offer including, but not limited to, additional requirements or requests, contingencies to Closing the transaction, financing reservations, feasibility contingencies and/or zoning issues.

I. Provision of Notices

Those interested in submitting a proposal are encouraged to provide contact information to Amy Revak, County Clerk at arevak@fayettepa.org. Providing contact information will allow the County to provide notification if an addendum to the RFP is issued or the RFP is cancelled. Those who do not provide contact information are solely responsible for checking with the County Clerk's Office for any issued addenda or a notice of cancellation.

IV. Proposal Submission Requirements

Sealed proposals must be received no later than 3:00 PM EST on Thursday, September 28, 2023 (the "Proposal Submission Deadline"). An original proposal and three (3) copies must be delivered to:

Chief Clerk
Fayette County
61 East Main Street
Uniontown, PA 15401

The outside of the envelope should be marked, "SALE OF LIGHT INDUSTRIAL LOT (25-17-0084-07) REAL PROPERTY". Late received submittals will not be considered.

The clock in the Office of the County Clerk will be considered official. No late Proposals will be accepted. Faxed or emailed proposals will not be accepted.

To be considered responsible, responsive, and eligible to submit a proposal for consideration, potential Purchasers shall submit proposals which comply with all of the following requirements:

- A. A fully completed and executed Offer to Purchase Real Property (see Attachment A). The Offer to Purchase Real Property shall be signed by an individual authorized to bind the potential Purchaser contractually.
- B. A fully completed and executed Affidavit of Non-Collusion (see Attachment B).
- C. Earnest Money Deposit

V. Insurance

To the County's knowledge, the current amount of insurance, if any, shall be kept in place on the subject property through Closing. If any damage or other casualty occurs to the property prior to Closing, the County shall not be responsible to regrade, re-excavate, repair, or rebuild the Property or any improvements thereon.

VI. Compliance with Laws

The Purchaser shall comply with all provisions of federal, state, and local law applicable to his work, including, without limitation, statutes, by-laws, ordinances, rules, regulations, orders, and directives, as amended.

VII. Indemnification

The Purchaser shall assume all indemnification responsibilities described in the Agreement of Sale that is part of this RFP (Attachment C).

VIII. Inquiries/Questions

Questions regarding this RFP or the need for additional data or information should be submitted in writing by email to arevak@fayettepa.org no later than 3:00 p.m. EST on Friday, September 15, 2023. The County will attempt to answer any questions received

after this date, but cannot guarantee a response. Under no circumstances will the issuance of a question or request for information extend beyond Monday, September 18, 2023. The County reserves the right to share information received or derived from questions and/or the questions themselves to all individuals interested in providing a proposal and to post such information on the County's website or to issue addenda to the RFP.

IX. Award

The County reserves the right to reject any or all Proposals. The County reserves the right to interview any and all potential Purchasers and to form a real estate review team that may include County officials and employees as well as real estate professionals for any such interview prior to acceptance of a proposal.

The sale of the Property is subject to final review and acceptance by the Fayette County Board of Commissioners. The County also specifically reserves the right to negotiate all matters except the price with any and all individuals who submit proposals.

The successful Proposer shall sign an agreement of sale in substantially the same form as the Agreement of Sale at Attachment C, subject to final modification and change by the County, within fifteen (15) after selection and acceptance of the bid of the Successful Proposer, unless such date is extended by the Fayette County Board of Commissioners.

X. Property Closing Date

The date of the Property Closing shall be determined by mutual agreement of the parties but under no circumstances shall it take place more than forty-five (45) days after the acceptance of the offer of the Purchaser, unless a later date is mutually agreed to by the parties but in no event more than sixty (60) days after acceptance of the offer.

XI. Information Required for Proposal

Each Proposal shall contain the following information

- Offer to Purchase Real Property (Attachment A)
- Non-Collusion Affidavit (Attachment B)
- Earnest Money Deposit

XII. Disclosure of Proposals

Pursuant to Section 708(b)(26) of the Pennsylvania Right-to-Know Law, no offers shall be disclosed prior to the award of the contract or the rejection of all bids.

XIII. Documents Included in this RFP

- Attachment A: Offer to Purchase Real Property
- Attachment B: Non-Collusion Affidavit
- Attachment C: Agreement of Sale
- Attachment D: A copy of the Deed conveying the Property (as Parcel Two) to the County of Fayette

Attachment A

Offer to Purchase Real Property

To: Amy Revak and Board of Commissioners
County Clerk
Fayette County
61 East Main Street
Uniontown, PA 15401

_____, herein called the "Purchaser(s)", hereby offers and agrees to purchase from the County of Fayette ("the County") at the price and subject to the terms and conditions contained in the offer, the following described real property ("Property"):

The Property consists of an approximately 6.27-acre parcel on Romeo Lane in the Thaw Industrial Park. A description of the property can be found as Parcel Two at the Fayette County Recorder of Deeds in Deed Book 3459 beginning at page 1632. A copy of the Deed conveying the Property to the County of Fayette is attached as Attachment D. The tax map/parcel number for this property is 25-17-0084-07. The Property is level with utilities available (electricity, water, sewage, gas, telephone, and internet). The site is zoned M-1 Light Industrial. The Property is located in a Special Flood Hazard Area, FEMA Map 42051C0361E (Eff. 7/18/2017).

I acknowledge that the County makes no representation of any kind with respect to the Property. I further acknowledge that the Property is being offered for sale in "AS IS" condition as the County will not make any improvements or changes to the Property prior to sale.

Closing is tentatively set for forty-five (45) days from the date of acceptance of the offer of the Purchaser, as agreed upon by both parties. This sale is subject to acceptance by the Fayette County Board of Commissioners, and the County reserves the right to reject all offers.

At Closing, the Purchaser and his/her successors agrees that upon acceptance of this Proposal, the Purchaser shall forever waive any and all claims and/or liabilities against the County related to this property.

Acceptance of this offer is conditioned upon payment of the purchase price in full within forty-five (45) days of acceptance of the offer, unless extended by mutual agreement of the Purchaser and the County but in no event more than sixty (60) days after acceptance of the offer.

Submittal: To ensure proper identification and handling, submit your offer in a sealed envelope. This offer may be hand delivered or mailed, and must be delivered by the date and time due.

Offer to Purchase:

A. Total Purchase Price Offered \$

B. Earnest Money Deposit (10% minimum) \$

C. Balance Due on Closing (A-B) \$

Any realtor/real estate agent commissions and other Closing costs shall be deemed attributable to the Purchaser and are the exclusive responsibility of the Purchaser and are not included in the purchase price.

Attached Certified or Cashier's Check as Earnest Money Deposited (Minimum 10%)

This offer is effective for at least one hundred twenty (120) calendar days from the date Proposals are due.

I, _____, acknowledge that I am an authorized representative of _____, and on its behalf, I have, made careful study of the RFP, the incorporated documents and the property, and have fully assured myself as to the condition of the property offered. By signing this and submitting this proposal, I agree to all terms and conditions of this RFP and, if I am the successful Proposer, shall execute the Agreement of Sale prepared by the County within fifteen (15) days of selection and acceptance of my bid by the Board of Commissioners.

Authorized Signature

Date _____

Printed Name _____

Title

Legal Name of Party submitting proposal

Address

Telephone Number

Email Address

Date _____

Attachment B Non-Collusion Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) She/He is the _____ of the bidder that submitted the attached proposal.
(Owner, Partner, Officer, Representative or Agent)

(2) She/He is fully informed with respect to the preparation and contents of the attached proposal and of the pertinent circumstances respecting such proposal.

(3) Such proposal is genuine and is not part of any conspiracy, collusion or deception.

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this efficient, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached proposal or of any other bidder, or to fix any overhead, profit or cost element for the proposal prices or the proposal price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against any person interested in the proposed contract; and the price or price quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(5) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.

(6) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor the approximate amount of this proposal have been disclosed to any other firm or person who is bidder/proposer or potential bidder/proposer, and they will not be disclosed before bid/proposal opening.

(7) No attempt has been made or will be made to induce any firm or person to refrain from submitting a bid/proposal on this contract, or to submit a bid/proposal higher than its bid/proposal, or to submit any intentionally high or noncompetitive bid/proposal or other form of complementary bid/proposal.

(8) The bid/proposal of my firm 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/proposal.

(9) The above representations are made material and important, and will be relied on by Fayette County in awarding the contract(s) for which this bid/proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Fayette County of the true facts relating to the submission of bids/proposals for this contract.

(Signed) _____

(Name) _____

(Title) _____

Subscribed and sworn to me before this _____ day of _____, 20_____.

(Name) _____

(Title) _____

My Commission expires: _____.

Attachment C Agreement of Sale

THIS AGREEMENT is made this _____ day of _____, 2023, by and between **COUNTY OF FAYETTE** ("Seller") and _____, with an address at _____ ("Purchaser").

W I T N E S S E T H:

WHEREAS, Seller is the owner of that certain parcel or tract of land, containing approximately 6.27-acre parcel on Romeo Lane in the Thaw Industrial Park, described as Parcel Two at the Fayette County Recorder of Deeds in Deed Book 3459 beginning at page 1632, tax map/parcel number 25-17-0084-07, and being more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Property is vacant and unimproved; and

WHEREAS, the Seller wishes to sell to Purchaser, and Purchaser wishes to purchase from Seller, upon the terms and conditions contained herein, the Property.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Sale of Property. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the Property.

2. Purchase Price.

a. Price. The purchase price for the Property (the "Purchase Price") shall be _____ Dollars (\$_____).

b. Payment. The Purchase Price shall be payable as follows:

i. _____ Dollars (\$_____) by cashier's check or certified check payable to Seller upon execution hereof by Seller (the "Earnest Money Deposit"); and

ii. the balance of the Purchase Price on the Closing date by certified check, bank check or title company check.

c. Deposit. The Earnest Money Deposit shall be received by the Seller. At Closing, the Deposit and the interest accrued thereon shall be applied on account of the Purchase Price.

3. Title.

a. Condition. The Property is to be conveyed by a quit claim deed. Title shall be subject to the following:

i. All existing laws, ordinances, rules and regulations of any governmental entity, federal, state or local, as well as the regulations of any public utilities or authorities having jurisdiction over the Property, the uses conducted thereon or services rendered therein (hereinafter "laws and regulations");

ii. All covenants, leases, reservations, restrictions, agreements and easements contained in instruments of record or visible upon the ground;

iii. All real estate taxes, water and sewer rents and other current charges not yet due and payable;

iv. All tenancies and rights of occupancy; and

v. The Permitted Exceptions, as defined below.

b. Permitted Exceptions. Within thirty (30) days of the date hereof, Purchaser shall notify Seller in writing of any objections to title as reported in a title commitment obtained by Purchaser and shall deliver to Seller a copy of the title commitment, which contains such objectionable item. Seller may undertake to eliminate any such objection. If Seller elects not to eliminate such objection or make arrangement to eliminate such objection at Closing, then Seller shall notify Purchaser of the same within ten (10) days after receipt of such notice from Purchaser, and Purchaser shall thereafter, for a period of five (5) days after receipt of such notice from Seller, have the option to terminate this Agreement by written notice to Seller. In the event Purchaser exercises said right of termination, this Agreement shall be null and void, however, the Earnest Money Deposit shall be retained by the Seller, and the parties shall have no further obligations to each other. If Purchaser does not terminate this Agreement as aforesaid, Purchaser shall be deemed to have waived any objections to title items reported in Purchaser's title commitment which Seller has refused to eliminate and such objections shall become "Permitted Exceptions". If Purchaser does not object to any item contained in the title report within the time periods set forth herein, then Purchaser shall also be deemed to have waived any objections to the said items, and except as expressly set forth herein, the same shall become "Permitted Exceptions".

4. Closing. Closing hereunder ("Closing") shall take place on or before forty-five (45) days from the date hereof, as defined herein ("Closing Date"), at a place mutually agreeable by the parties unless extended by mutual agreement, but in no event more than sixty (60) days from the date hereof.

5. Provisions with Respect to Closing. At Closing hereunder:

a. Delivery by Seller. Seller shall deliver to Purchaser the following:

i. Deed. A special warranty claim deed to the Property prepared by Seller or Seller's counsel or agent, duly executed and acknowledged by Seller and in proper recordable form.

ii. Title Company Affidavits. Such affidavits, resolutions, certificates or other documents as Purchaser's title company shall require to evidence the due authorization of the execution and performance of this Agreement and the documents to be delivered by Seller pursuant hereto, including the customary form of said title company's Seller's Affidavit.

iii. Possession. Actual, sole and exclusive physical possession of the Property, unoccupied and free and clear of any leases, liens, claims to or rights of possession.

b. Delivery by Purchaser. Purchaser shall deliver to Seller the following:

i. Balance of Purchase Price. The balance of the Purchase Price which is due at Closing.

ii. Title Company Affidavit. Such affidavits, resolutions, certificates or other documents as Purchaser's title company shall require to evidence the due authorization of the execution and performance of this Agreement and the documents to be delivered by Purchaser pursuant hereto, including the customary form of said title company's Purchaser's Affidavit.

c. Transfer Fees and Taxes. All realty transfer fees and/or taxes imposed on or arising in connection with this transaction shall be borne solely by Purchaser.

d. Real Estate Taxes. Except as set forth in subparagraph (e) below, all real estate taxes shall be adjusted as of the date of Closing hereunder on a per diem basis and such apportionments shall be made, where applicable, with relation to the fiscal year of the taxing authority.

e. Roll Back Taxes. If the Property is subject to any type of preferential assessment, the Purchaser shall be responsible for the payment of any and all rollback taxes, interest and penalties imposed upon the Property or any portion thereof as a result of the transaction contemplated herein. All such roll back taxes, interest or penalties shall be paid at Closing.

6. Site Investigation. The period of investigation of the site was available prior to the deadline for making an offer.

7. Casualty. If, on or prior to the Closing Date, any portion of the Property is destroyed or damaged as a result of any casualty, Seller shall not be responsible to regrade, re-excavate, repair, or improve any portion of the Property.

8. Assessments. Seller shall be responsible to pay for all assessments levied against the Property on or before the Effective Date of this Agreement, or levied against the Property after the

Effective Date of this Agreement by reason of work commenced or completed on or before the Effective Date of this Agreement. If Closing is completed hereunder by Purchaser, Purchaser shall be responsible to pay for all assessments levied against the Property after the Effective Date of this Agreement by reason of work commenced after such date. However, if Closing does not take place for any reason whatsoever, Purchaser shall have no liability or obligation to pay for such assessments.

9. Seller's Representations and Warranties. Seller, to induce Purchaser to enter into this Agreement and to purchase the Property, covenants, warrants and represents to Purchaser that, to the best of Seller's knowledge:

a. Seller has full power and authority to enter into and fulfill Seller's obligations under this Agreement and the execution, delivery and performance of this Agreement by the Seller constitutes a valid and binding obligation of the Seller enforceable in accordance with its terms. No consent, waiver, or approval by any other parties is required in connection with the execution and delivery by the Seller of this Agreement or with the performance by the Seller of its obligations hereunder or any instrument contemplated hereby. The execution, delivery and performance by Seller of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of any law, governmental rule, regulations, judgment, decree or order by which the Seller is bound, or by any of the provisions of any contract to which the Seller is a party or by which the Seller is bound or, if Seller is not an individual, by the Seller's governing documents.

b. There are no leases or other rights of occupancy or use for any surface portion of the Property in effect as of the date of this Agreement.

c. The Property is zoned M-1 Light Industrial.

10. As-Is Sale. Notwithstanding anything contained herein to the contrary, it is understood between the parties that the Property has been available for inspection by Purchaser or Purchaser's agents and that the Property is being purchased "AS IS" as a result of such inspection and not as a result of any representations or warranties made by Seller or any selling or other agent of Seller. Purchaser acknowledges and agrees that upon settlement, Seller shall sell and convey to Purchaser, and Purchaser shall accept, the Property "AS IS, WHERE IS, WITH ALL FAULTS." Purchaser represents to Seller that, prior to settlement, Purchaser has had the opportunity to conduct such investigations of the Property, including but not limited to, the physical, legal and environmental conditions thereof, as Purchaser has deemed necessary or desirable to satisfy Purchaser as to the condition of the Property, and will rely solely upon such investigations and not upon any information provided by or on behalf of Seller or its agents with respect thereto. Upon settlement, Purchaser shall assume the risk of any adverse matters, including but not limited to, adverse physical, legal and environmental conditions, that may not have been revealed by Purchaser's investigations, and Purchaser, upon settlement, shall be deemed to have waived, relinquished and released Seller from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses, of any and every kind or character (including attorneys' fees), known or unknown, which Purchaser might have asserted or alleged

against Seller at any time by reason of or arising out of any latent or patent defects or physical conditions, violations of any applicable laws, and any and all other acts, omissions, events, circumstances or matters regarding the Property.

11. Risk of Loss. Until the completion of Closing hereunder, all risk of loss to the Property shall be borne by Seller (or an insurer).

12. Seller's Default. If Seller violates or fails to perform any of the terms and conditions of this Agreement, Purchaser shall be entitled to: (a) terminate this Agreement, at which time the Earnest Money Deposit shall be forfeited and thereafter, this Agreement shall be null and void and the parties shall have no further liability of obligation to each other or (b) to commence an action for specific performance.

13. Purchaser's Default. Should Purchaser fail to perform any of its obligations hereunder, Seller shall be entitled to immediately receive and/or retain the Earnest Money Deposit (a) on account of the Purchase Price, or (b) as monies to be applied to the Seller's damages; or (c) as liquidated damages (and not a penalty) for such breach, as the Seller may elect. In the event that the Seller elects to retain the monies on account of the Purchase Price or as monies to be applied to the Seller's damages, Seller shall thereafter have the right to pursue any other rights available to Seller at law or equity. In the event that the Seller elects to retain the monies as liquidated damages, then Seller and Purchaser shall be released from all further liability or obligations and this Agreement shall thereafter be deemed null and void.

14. Notices. Except as otherwise provided herein, any notice required hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered either: (a) upon hand delivery in person; (b) one (1) day after having been sent by nationally recognized overnight courier service; (c) three (3) days after mailing if sent by first class certified mail, postage prepaid; or (d) if sent by facsimile transmission upon confirmation of delivery provided that the same is confirmed within twenty-four (24) hours thereafter by a signed original sent by one of the methods listed as subsections (a) - (c) above, to the address set forth below or to such other address as any party may give to the other in writing:

To the Seller at: Board of Commissions
County of Fayette
61 East Main Street
Uniontown, PA 15401

With a copy to: Timothy J. Witt, Esquire
Watson Mundorff, LLP
720 Vanderbilt Road
Connellsville, PA 15425

To the Purchaser at: _____

With a copy to:

15. No Recording. This Agreement shall not be lodged for recording in any place or office of public record, other than the offices of the Board of Commissioners.

16. Waiver of Tender. Formal tender of an executed deed and the purchase money is hereby waived.

17. Brokerage. Seller and Purchaser represent and warrant that neither has dealt with any broker, agent, finder or other intermediary who is entitled to receive a commission or other payment in connection with the conveyance of the Property under this Agreement and each agrees to indemnify and hold the other harmless from any other claims of a broker made through such indemnifying party.

18. Effective Date. Notwithstanding the date which may be listed on Page 1 of this Agreement, the term "Effective Date of this Agreement" as used herein shall mean the date that this Agreement is fully executed by both Purchaser and Seller.

19. Time of Essence. Time, wherever mentioned herein, shall be of the essence of this Agreement.

20. Business Day. If any deadline or date on which Closing is to occur, or notice is to be provided, is a Saturday, Sunday or legal holiday, the subject date shall be extended to the next following business day, unless prohibited by law.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and/or assigns.

22. Interpretation. This is the entire Agreement between the parties hereto with respect to the purchase and sale of the Property and there are no other terms, covenants, conditions, obligations, warranties, representations or statements, oral or otherwise, of any kind whatsoever other than those which are set forth herein. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. Each party and their respective legal counsel have actively participated in the negotiation and drafting of this Agreement, and in the event of any ambiguity or mistake contained herein, or any dispute among the parties with respect to any provisions hereof, no provision of this Agreement shall be construed against any of the parties solely on the basis that such party or its counsel was the drafter thereof.

23. Counterparts. This Agreement may be executed in one or more counterparts,

each of which shall constitute an original, and all of which together constitute one and the same agreement.

24. Headings. The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and provisions hereof.

25. Governing Law. This Agreement shall be construed, interpreted and governed by the laws of the Commonwealth of Pennsylvania. For purposes of any dispute relating to this Agreement, the parties irrevocably submit to the jurisdiction of the Court of Common Pleas of Fayette County, Pennsylvania.

26. Survival of Warranties. Notwithstanding any presumption to the contrary, all warranties, representations and conditions contained in this Agreement, which, by their nature, impliedly or expressly, involve performance, in any particular, after Closing, or which cannot be ascertained to have been fully performed until after Closing, shall survive settlement. This provision shall be effective as to all such warranties, representations and conditions.

27. Assignment. Purchaser may not assign any of its rights hereunder without the prior, written consent of Seller, which consent may be withheld in Seller's sole discretion.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the day and year first above written.

SELLER:

COUNTY OF FAYETTE
BOARD OF COMMISSIONERS:

ATTEST:

By: _____

By: _____

By: _____

PURCHASER:

ATTEST/WITNESS:

Attachment D
Deed