

BID PROPOSAL

THIS BID made this ____ day of _____, 2024, by _____
_____ with an address of _____,
Pennsylvania, hereinafter referred to as the “Bidder”.

WITNESSETH:

WHEREAS, Elizabethtown Borough (the “Borough”) is the owner of a tract of land at the northeast corner of the intersection of South Hanover Street and East Plum Street identified as 101 East Plum Street, Elizabethtown Borough, identified as Lancaster County Tax Account No. 250-61015-0-0000, Elizabethtown Borough, Lancaster County, Pennsylvania, being more fully bounded and described in Exhibit “A” (the “Property”); and

WHEREAS, the Borough solicited bids for the sale of the Property in accordance with the provisions of the Borough Code, 8 Pa. C.S. §101 et seq; and

WHEREAS, Bidder submits this Bid as his/her/its bid for the Property.

NOW THEREFORE, intending to be legally bound hereby, the Bidder agrees as follows:

1. I acknowledge that if I am the apparent high bidder I am required to submit a certified check made payable to Elizabethtown Borough in the amount of ten (10%) of the bid set forth in this proposal within one (1) business day from the date of such notification. If I do not submit such certified check within this time period, the Borough may notify the next apparent high bidder that it is the apparent high responsive bidder and convey the Property to such bidder.

2. I acknowledge that settlement on the Property shall be made within thirty (30) days of the date of notification of the acceptance of the Bid.

3. I enclose with this Bid written documentation that I have the financial availability to proceed to settlement in the amount of my Bid and closing costs within thirty (30) days of the date of notification of acceptance of my Bid.

4. Settlement shall be held at the office of the Borough Solicitor, Morgan, Hallgren, Crosswell & Kane, P.C., 700 North Duke Street, Lancaster, Pennsylvania, or at some other location mutually acceptable to the Borough and the Bidder.

5. Real estate taxes, if any, shall be apportioned to the date of settlement.

6. In accordance with the provisions of the advertisement and the Instructions to Bidders

and Conditions of Sale, the Borough shall transfer all of its title and interest in the Property, subject to such restrictions, encumbrances, agreements and easements as may appear of record, to Bidder without any warranties or other representations, and Bidder shall accept such title.

7. In accordance with the provisions of the advertisement and the Instructions to Bidders and Conditions of Sale, the Bidder shall be liable for the payment of any taxes, fees, or other expenses of transfer or recording, including, but not limited to, all realty transfer taxes, deed preparation, and fees imposed by the Recorder of Deeds of Lancaster County, and Bidder shall pay all such taxes, fees or other expenses. If Bidder desires to obtain title insurance, Bidder shall pay all costs of any title insurance. Any disbursement or similar fees purported to be charged by Bidder's title company or attorney against the Borough, for services which the Borough has not specifically engaged, shall be paid by the Bidder.

8. In accordance with the provisions of the advertisement and the Instructions to Bidders and Conditions of Sale, Bidder acknowledges that the Borough makes no warranties or other representations as to the condition of the Property or any of the improvements erected upon the Property; that the Bidder is purchasing the Property and all improvements "AS IS"; and that Bidder has had the opportunity to examine the Property.

9. In accordance with the provisions of the Borough Code, the Bidder shall pay the full purchase price at settlement.

10. Possession shall be given to the Bidder at settlement.

11. Bidder agrees to pay and shall pay _____ Dollars for the Property.

12. Bidder acknowledges that the use and development of the Property is subject to the all restrictions of record in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania (if any), together with all ordinances and regulations of the Borough, and Bidder acknowledges that he/she/it has made such investigation as Bidder has determined is sufficient concerning such restrictions as may be recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, ordinances and regulations.

13. Bidder acknowledges that time is of the essence.

14. Bidder acknowledges that he/she/it has received and reviewed the advertisement and the Instructions to Bidders and is bound by all terms of the Instructions to Bidders and Conditions of Sale, the advertisement and this Bid Proposal.

IN WITNESS WHEREOF Bidder has executed this Bid on the day and year first written above.

(Individual or Husband and Wife Bidder)

_____(SEAL)
(Signature of Individual)

_____(SEAL)
(Signature of Spouse if Husband and Wife are Co-Bidder)

(Partnership Bidder*)

Witness:

(Name of Partnership)

By: _____ (Seal)
Partner

By: _____ (Seal)
Partner

By: _____ (Seal)
Partner

*All Partners must execute this Proposal

(Corporation Bidder)

(Name of Corporation)

Witness:

(Assistant) Secretary

By: _____
(Vice) President or
**Authorized Representative

[CORPORATE SEAL]

**Attach appropriate proof, dated as of the same date as the Proposal, evidencing authority to execute on behalf of the corporation.

(Limited Liability Company Bidder***)

(Name of Limited Liability Company)

Witness:

By: _____ (Seal)
Member

By: _____ (Seal)
Member

By: _____ (Seal)
Member

***All Members must execute this Proposal

EXHIBIT "A"

All THAT CERTAIN lot or piece of land with improvements thereon located in the Borough of Elizabethtown, County of Lancaster and State of Pennsylvania, more fully bounded and described as follows:

BEGINNING at a point on the northerly side of East Plum Street, said point being one hundred thirty-two feet (132) in a westerly direction from the northwesterly street corner of East Plum and South Spruce Streets, as shown on the Borough of Elizabethtown Plan No. E-22; thence extending along the northerly right-of-way of East Plum Street and along the same on a portion of South Hanover Street, the following courses: South sixty-eight (68°) degrees thirty (30') minutes West, six and ninety-five hundredths (6.95) feet to a point at the beginning of a curve; thence along said curve having a radius of two hundred five and ninety-two hundredths (205.92) feet, South eighty-four (84°) degrees thirty-five (35') minutes and forty-five (45") seconds West, a chord distance of one hundred fourteen and eighteen hundredths (114.18) feet to a point at the end of said curve; thence North seventy-nine (79°) degrees eighteen (18') minutes and thirty (30") seconds West, thirty (30) feet to a point at the beginning of a curve; thence along said curve having a radius of two hundred forty-eight and seventy-four hundredths (248.74) feet, North sixty (60°) degrees fifty-nine (59') minutes West, a chord distance on one hundred fifty-two and thirty hundredths (152.30) feet to a point on said curve; thence along lands of others North sixty-eight (68°) degrees thirty (30') minutes East, two hundred thirty-eight and eighty-eight hundredths (238.88) feet to a point; thence along lands of others, South twenty-one (21°) degrees thirty (30') minutes East, one hundred sixty-five and twenty hundredths (165.20) feet to a point on the northerly street line of East Plum Street, the place of Beginning.

CONTAINING Sixty-five hundredths (0.65) acres, more or less, according to a survey by Clifford L. Romig, Registered Surveyor.