

INVITATION FOR BID
FOR THE PURCHASE OF
FORMER BUCHANAN FOREST DISTRICT OFFICE
LRS-002-102246



Date of Issue:

December 20, 2018

Issuing Office:

Department of Conservation and Natural Resources
Facility Design & Construction, Land Records Section
400 Market Street, 8th Floor, Rachel Carson State Office Building
Harrisburg, Pennsylvania 17105-8451
(717) 787-2279



December 20, 2018

Re: Bid Offering for 0.71 Acres \pm and Building Containing 2,332 SF \pm
Tax ID No. 01-19-001
Buchanan Forest District Office
440 Buchanan Trail
McConnellsburg, PA 17233

Dear Interested Bidder:

I appreciate your interest in the purchase of the former Buchanan Forest District Office property. Enclosed are the forms for submitting a bid offering. To be considered for the purchase of the property, your minimum bid offering must meet or exceed the sum of \$229,000.00. The property will be awarded to the highest responsible bidder who must execute an Agreement of Sale with the Department of Conservation and Natural Resources (DCNR) within 15 calendar days of the DCNR notice of award. A certified check, made payable to the *Commonwealth of Pennsylvania* for 2% of your bid offering, must accompany your bid submission.

Should you be the successful bidder and later decide you do not want the property, cannot obtain financing, or, for whatever reason, have not executed an Agreement of Sale within the allotted timeframe, your 2% deposit will be forfeited. The successful bidder, upon full execution of an Agreement of Sale by all parties, will be required to submit an 8% deposit towards the purchase price of the property.

DCNR will reject any bid that is not received by the deadline, does not have the required 2% bid guarantee or does not meet the minimum bid offering. In addition, DCNR reserves the right, in its sole discretion, to reject any or all bids in accordance with the best interest of DCNR. If you are not the successful bidder, your 2% bid guarantee will be returned. **All bids whether delivered or sent by mail, must be received in the bid opening room on or before 2:00 PM on Thursday, December 20, 2018.** The bid opening room is located in Conference Room A on the 7th Floor of the Rachel Carson State Office Building, Harrisburg, Pennsylvania. If a bidder decides to mail its bid, it should allow adequate time for delivery. Bids should be mailed to the Department of Conservation and Natural Resources, Office of Chief Counsel, 7th Floor, Rachel Carson State Office Building, Harrisburg, Pennsylvania, 17101-2301. All bid envelopes should be clearly marked "**LRS-002-102246 – Buchanan Forest District Office**" on the outside of the mailer package. All bids received after **2:00 PM on Thursday, December 20, 2018**, will be rejected, and returned. Bids will be opened on **Thursday, December 20, 2018 at 2:00 PM** in Conference Room A on the 7th Floor Rachel Carson State Office Building, Harrisburg, Pennsylvania.

Thank you for your interest in the purchase of the property and I look forward to receiving your offer. Should you have any questions regarding the bid process, please contact me at (717) 787-2279.

Sincerely,

Jarod Daubert
Land Research Survey Technician
Bureau of Facility Design & Construction
jadaubert@pa.gov

INVITATION FOR BID INSTRUCTIONS

LRS-002-102246

BUCHANAN FOREST DISTRICT OFFICE

Approximately 0.71 Acres of Land and Building containing 2,332 SF ±

440 Buchanan Trail

McConnellsburg Borough, Fulton County, Pennsylvania 17233

(Parcel ID: 01-19-001)

1. Pursuant to Act 194 of 1921, the Department of Conservation and Natural Resources (DCNR) will conduct a public sale of Commonwealth property consisting of approximately 0.71 acres of land and building containing approximately 2,332 SF. The property is located in the Borough of McConnellsburg, Fulton County, Commonwealth of Pennsylvania. **The property will be sold on an “as-is” basis.**
2. Minimum acceptable bid is **\$229,000.00**. **A certified check made payable to the “Commonwealth of Pennsylvania” for 2% of your bid offering must accompany your bid.**
3. All bids, whether delivered or sent by mail, **must be received in the bid opening room on or before 2:00 P.M. on Thursday, December 20, 2018.** The bid opening room is located in Conference Room A on the 7th Floor of the Rachel Carson State Office Building, 400 Market Street, Harrisburg, Pennsylvania. Because of security concerns, all mail is routed through a central location before being delivered to the Rachel Carson State Office Building. DCNR will not be responsible for any bids not received timely, so please mail early enough to account for the delay in receipt caused by the security protocol. Bids should be mailed to Department of Conservation and Natural Resources, Office of Chief Counsel, 7th Floor, Rachel Carson State Office Building, 400 Market Street, Harrisburg, Pennsylvania 17101-2301. All bid envelopes should be clearly marked with **“LRS-002-102246 – Buchanan Forest District Office”** on the outside of the mailer package. All bids received after **2:00 P.M. Thursday, December 20, 2018**, will be rejected, and returned.
4. Bids will be opened on **Thursday, December 20, 2018** in Conference Room A on the 7th Floor of the Rachel Carson State Office Building, 400 Market Street Harrisburg, Pennsylvania, at **2:00 P.M.**
5. Bids must be firm. If a bid is submitted with conditions or exceptions or not in conformance with the terms and conditions in this invitation for bid, it shall be rejected.
6. Inspection of the property may be arranged by contacting: Jarod Daubert, DCNR, Bureau of Facility Design and Construction, (717) 787-2279.
7. Bids must be signed by an individual(s) authorized to sign the bid on behalf of the bidder. When applicable, the bidder must complete and submit, with your bid, the Buyer Identity Disclosure (**form attached**).
8. DCNR will accept only one Bid Offering (**form attached**) from each bidder. The attached Bid Offering form is to be fully completed, dated and submitted. If a bidder submits more than one Bid Offering, DCNR shall accept the highest responsible bid submitted and reject any lower Bid Offerings. A fully completed W-9 (**form attached**) must be submitted with your Bid Offering. A Non-Collusion Affidavit (**form attached**) must also be completed, notarized and submitted with your Bid Offering.

9. Unless all bids are rejected, award will be made to the highest responsible bidder. Tie bids will be broken by the Secretary of Conservation and Natural Resources. The Agreement of Sale will be consummated with the awarded bidder. The highest responsible bidder must be current in the payment of taxes or other fiscal obligations owed to the Commonwealth of Pennsylvania. **The right to reject any or all bids and to rebid is hereby reserved.**
10. The awarded bidder will have 15 calendar days following the notice of award to enter into an Agreement of Sale with the Commonwealth. Failure to enter into an Agreement of Sale within this period may result in rejection of the bid and the Department may proceed to the next highest responsible bidder. The second highest responsible bidder will have 15 calendar days and so on.
11. The Commonwealth will not pay reimbursement expenses to Real Estate Brokers. These fees must be paid by the purchaser should a Real Estate Broker be used.
12. The Commonwealth will ***not*** be responsible for abatement or removal of any hazardous materials located on the premises, including, but not limited to, the buildings and other improvements on the property.
13. The Commonwealth and its employees shall not be liable for any error in any advertisement, hand bill or announcement made by it or its employees, nor for any agreement, condition, representation or stipulation, oral or written, not specifically set forth herein. All verbal communication by employees or agents of the Commonwealth of Pennsylvania is for information purposes only. The DCNR does not guarantee the accuracy or the validity of the information conveyed by its employees or agents.
14. In the event it becomes necessary to revise any part of this Invitation for Bid (IFB) an amendment will be issued to all interested parties who received the original IFB. **For interested parties who download the IFB from the DGS website (www.dgs.state.pa.us), it will be the interested party's responsibility to check the website for amendments to the IFB prior to submission of their proposal.**

Bid Offering

**BUCHANAN FOREST DISTRICT OFFICE
440 Buchanan Trail, McConnellsburg Borough, Fulton County**

Minimum Acceptable Bid Offering \$229,000.00

Dollar Amount of Bid - \$_____

THE PROPERTY WILL BE SOLD "AS-IS"

Should you be the successful bidder, and later decide you do not want the property, cannot obtain financing, or for whatever reason, have not executed an Agreement of Sale within the allotted timeframe, your 2% deposit will be forfeited.

In compliance with the Invitation for Bid and subject to the terms and conditions hereof, the undersigned offers and agrees, if this bid is accepted, to purchase the property described in this Invitation for Bid at the bid price indicated above.

CORPORATION:

DATE_____

ATTEST:

Signature

Corporation Name (SEAL)

Name

Signature

Title

Title

Home, Work or Cell Phone

Home, Work or Cell Phone

INDIVIDUALS:

PARTNERSHIP:

Bidder's Name

Partnership Name

Signature of Bidder

Signature of Managing Partner

Address

Address

Home, Work or Cell Phone

Home, Work or Cell Phone

You must complete the W-9 form attached with either your Social Security Number or your Federal Identification Number.

NON-COLLUSION AFFIDAVIT

State of _____:

County of _____:

I state that I am _____ of _____ ("the firm") and that I am authorized to make this affidavit on behalf of the firm, and its owners, directors, and officers. I am the person responsible in the firm for the price(s) in this bid.

I state that:

(1) The price(s) in this bid were arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.

(2) Neither the price(s) and neither the approximate price(s) have been disclosed to any other firm or person who is a bidder or potential bidder, and they were not disclosed before bid opening or the quote receipt date.

(3) No attempt was made to induce any firm or person to refrain from bidding or submitting a quote on this contract or to submit any intentionally high or noncompetitive bid or quote or other form of complementary bid.

(4) The price(s) of the firm are offered 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 or quote.

(5) The firm, 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 or any public contract, except as follows:

I state that the firm understands and acknowledges that the above representations are material and important, and will be relied on by the Department of Conservation and Natural Resources in awarding the contract for which the bid was submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Department of Conservation and Natural Resources of the true facts relating to the submission of this bid.

The Firm or Individual(s)

Signature

Signatory's Name

Signatory's Title

SWORN TO AND SUBSCRIBED

BEFORE ME THIS ____ DAY

OF _____, 20__

Notary Public

My Commission Expires

BUYER IDENTITY DISCLOSURE

The following information must be filled out accurately and accompany your bid.

Date _____

NAME OF BUYER: _____

BUYER FEDERAL I.D. #: _____

Please indicate the legal status of your company and complete the appropriate section(s):

___ Corporation (Complete Section A) ___ Partnership (Complete Section C) ___ Sole Proprietor (Complete Section D)

___ Limited Liability Company (Complete Section B) ___ Limited Liability Partnership (Complete Section C)

A. CORPORATION: Provide the names of all officers of the corporation and all stockholders of greater than 5% below and the percent of stock held by each. Attach additional sheets if needed.

NAME: _____

TITLE: PRESIDENT _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

TITLE: SECRETARY _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

TITLE: VICE PRESIDENT _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

TITLE: TREASURER _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

B. LIMITED LIABILITY COMPANY (L.L.C.): Provide the name of each member of the L.L.C. For L.L.C.s managed by a manager, please identify the manager.

NAME: _____

TITLE: _____ Member Manager

ADDRESS: _____

NAME: _____

TITLE: _____ Member Manager

ADDRESS: _____

NAME: _____

TITLE: _____ Member Manager

ADDRESS: _____

NAME: _____

TITLE: _____ Member Manager

ADDRESS: _____

C. PARTNERSHIP or Limited Liability Partnership (L.L.P.): List all general, limited or special partners. Identify any managing partner.

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)

ADDRESS: _____

D. SOLE PROPRIETOR: If the bidder is a sole proprietorship, individual or owner doing business under any name or designation other than that of the name of the individual bidder.

BUSINESS NAME: _____

SIGNATURE OF SOLE PROPRIETOR/INDIVIDUAL/OWNER: _____

ADDRESS: _____

APPENDIX A

“SAMPLE”

AGREEMENT OF SALE

DRAFT

AGREEMENT OF SALE

This Agreement of Sale (“Agreement”), is made by and between the Commonwealth of Pennsylvania, acting through the Department of Conservation and Natural Resources, with its office located at 400 Market Street, Rachel Carson State Office Building, Harrisburg, Pennsylvania 17105, (“Seller”),

AND

_____, _____, _____,
_____, _____, (“Buyer”).

Section 302(h) of Act 18 of 1995, 71 P.S. §§ 1340.302(h), authorizes the Department of Conservation and Natural Resources to exercise the powers and duties conferred upon the State Forest Commission by Act 194 of 1921, which authorizes the conveyance of title to the property. The Seller desires to sell and the Buyer desires to purchase the property, containing 0.71 acres of land and building containing approximately 2,332 SF, known as the former “Buchanan Forest District Office,” located at 440 Buchanan Trail, McConnellsburg Borough, County of Fulton, Commonwealth of Pennsylvania, (“Premises”) as described in the attached legal description, made a part hereof, and marked as *Exhibit “A”*.

The parties, intending to be legally bound, hereby agree as follows:

EXAMPLE ONLY/NOT INTENDED TO REFLECT ACTUAL COST :

(1) **Consideration.** The purchase price is **\$229,000.00**, which shall be paid to Seller by Buyer as follows:

a.	a two percent (2%) bid guarantee in the form of a cashier's check which has already been paid	\$ 4,580.00
b.	cashier's check within five (5) business days after Buyer receives this fully executed Agreement (8% of purchase price)	\$ 18,320.00
c.	certified check or cashier's check at time of Final Settlement and Delivery of the Deed	\$ 206,100.00
	Total	\$ 229,000.00

(2) **Effective Date.** This Agreement shall become effective when it is fully executed by the parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. This Amendment is not binding in any way on the Commonwealth or the Department until it has been fully executed, as prescribed in the preceding sentence.

(3) **Settlement.** Time is hereby agreed to be of the essence. Unless otherwise agreed upon in writing by the parties, settlement shall occur within ninety (90) calendar days from the effective date of this Agreement

(3) **Default of the Buyer.** Should the Buyer violate or fail to fulfill and perform any of the terms or conditions of this Agreement, then and in that case, any and all sums paid by the Buyer under this Agreement may be retained in full by the Seller as liquidated damages for such breach. In such event, both parties shall be released from further liability or obligation hereunder, and this Agreement shall become null and void.

(4) **Default of the Seller.** In the event that title to the Premises cannot be conveyed by the Seller to the Buyer at settlement in accordance with the requirements of this Agreement or closing does not occur as provided herein or the Seller is otherwise in default in the performance of the provisions hereof, the Buyer may either (a) disregard such default and perform this Agreement by accepting said title and the Premises in such condition as the Seller can convey without abatement in price, or (b) rescind this Agreement and recover all sums paid on account of the purchase price without interest. In the latter event, there shall be

absolutely no further liability or obligation by either party hereunder, and this Agreement shall become null and void.

- (5) **Transfer Taxes.** The Seller is exempt by law from paying realty transfer taxes. Such exemption shall not relieve the Buyer from liability for the payment of realty transfer tax. The realty transfer tax due in connection with the transaction contemplated by this Agreement shall be paid by the Buyer at Settlement.
- (6) **Real Estate Taxes.** The Seller is exempt from the payment of real estate taxes. Such exemption shall not relieve the Buyer from liability for the entire tax upon transfer of title to the Premises.
- (7) **Utilities.** Water, sewer, and electrical charges, if any, shall be apportioned between the parties as of the date of final settlement.
- (8) **Warranties.** The title is to be good and marketable and such as will be insured by any responsible title insurance company, licensed to do business in Pennsylvania, at regular rates, and the Premises shall be conveyed to the Buyer by Special Warranty Deed warranting said Premises to be free from all liens and encumbrances, except as may be otherwise herein stated, but to be subject to all existing restrictions, easements, recorded agreements and covenants, rights of public service companies, easements of road, zoning regulations, ordinances, statutes and regulations of any constituted public authority, now in force or which may be passed prior to final settlement.
- (9) **Covenants, Conditions and Restrictions.**
 - (A) To the Seller's knowledge, there is no zoning classification of the Premises.
 - (B) The deed of conveyance shall contain a provision expressly excepting and reserving to the Seller all oil, gas and mineral rights, which may be leased by the Seller in accordance with the authority granted in the Act of October 8, 2012 (P.L. 1194, No. 147), known as the Indigenous Mineral Resources Development Act.
 - (C) The deed of conveyance shall contain the following covenant:

“Under and Subject to the condition, that no portion of the property conveyed shall be used as a licensed facility, as defined in 4 Pa.C.S. § 1103 (relating to definitions), or any other similar type of facility authorized under state law. The condition shall be a covenant running with the land and shall be binding upon the Buyer (Grantee), its successors and assigns. Should the Buyer (Grantee), its successors or assigns, permit any portion of the property to be used in violation of this restriction, the title shall immediately revert to and revest in the Seller (Grantor).”

- (D) This Agreement is subject to final execution by the Office of General Counsel, Office of Attorney General, Secretary of Conservation and Natural Resources, and the Governor, and that until properly signed, executed and approved by these officials or their authorized designees, this Agreement will not be valid.
- (10) **Costs.** The Seller agrees to prepare the Deed. All costs and expenses relating to the Buyer's title examination or the purchase of title insurance shall be the sole responsibility of the Buyer.
- (11) **Assignment.** The Buyer may not assign its rights hereunder, without the prior written consent of the Seller.
- (12) **Condition of the Premises.** The Premises shall be acquired on an “as is” basis. The Buyer has had the opportunity to inspect the Premises, and the Premises is being purchased as a result of said inspection and not as a result of any advertisement, hand bill or representation, either oral or written, made by the Seller. The Seller and its employees shall not be liable for any error in any advertisement, hand bill or announcement made by the Seller or its employees, nor for any agreement, condition, representation or stipulation, oral or written, not specifically set forth herein.
- (13) **Care of the Premises.**
- (A) Between the effective date and the date of settlement, the Seller shall perform all customary and ordinary repairs to the Premises as the Seller customarily previously performed, so as to maintain it in substantially the same condition as it is as of the effective date. Notwithstanding the foregoing, the Seller shall have no obligation to make any structural or extraordinary repairs or capital improvements to the Premises between the effective date and the date of settlement.
- (B) From and after the effective date of this Agreement until the date of settlement, the Seller shall materially comply with all state and municipal laws, ordinances, regulations and orders or notices of violations relating to the Premises, except that compliance may be postponed while the Seller is in good faith contesting the validity of said orders or notices.
- (14) **Risk of Loss.** Risk of loss shall remain with the Seller until settlement. In the event of material damage to the Premises that affects the value of the Premises by fire or other casualty, the Buyer shall have the option of terminating this Agreement or accepting the Premises in its then condition by paying a reduced purchase price if the parties can mutually agree upon a reduced purchase price.

(15) Miscellaneous.

- (A) The Seller shall furnish to the Buyer all title data which the Seller may have, including but not limited to deeds, maps, surveys, plans, abstracts, title reports and title policies.
- (B) The Buyer shall receive possession of the Premises at the time of settlement by delivery of the deed and such keys as the Seller may possess at that time. Prior to settlement, the Buyer shall have the right, at reasonable times and upon reasonable notice to the Seller, to enter upon the Premises for purposes of inspecting the Premises or any conditions existing thereon.
- (C) Neither party has dealt with or through any real estate broker or agent in connection with this transaction. In the event that any real estate broker or agent claims a commission as a result of this transaction, the party with whom said broker or agent allegedly dealt shall have the responsibility for defending against and, if unsuccessful, paying the claim of such broker or agent.

(16) Recording.

- (A) This Agreement shall *not* be recorded by the Seller or the Buyer in the Recorder of Deeds of Fulton County or other public office of record.
- (B) The deed to be conveyed by the Seller to the Buyer shall be duly executed and in proper form for recording. The Buyer shall pay for the cost of recording the deed.

(17) Right-to-Know.

- (A) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement.
- (B) Unless the Buyer provides the Commonwealth, in writing, with the name and contact information of another person, the agency shall notify the Buyer using the Buyer information provided by the Buyer or the legal contact information provided in this Agreement if the agency needs the Buyer's assistance in any matter arising out of the Right to Know Law. The Buyer shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change.
- (C) Upon notification from the Commonwealth that the Commonwealth requires the Buyer's assistance in responding to a RTKL request for records in the Buyer's possession, the Buyer shall provide the

Commonwealth, within fourteen (14) calendar days after receipt of such notification, access to, and copies of, any document or information in the Buyer's possession which arises out of the Agreement that the Commonwealth requests ("Requested Information") and provide such other assistance as the Commonwealth may request in order to comply with the RTKL. If the Buyer fails to provide the Requested Information to the Commonwealth within fourteen (14) calendar days after receipt of such notification the Buyer shall pay, indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of the Buyer's failure, including any statutory damages assessed against the Commonwealth.

- (D) The Commonwealth's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Buyer agrees not to challenge the Commonwealth's decision to deem the Requested Information a Public Record. If the Buyer considers the Requested Information to be a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Buyer will immediately notify the Commonwealth, and will provide a written statement signed by a representative of the Buyer explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days. If, upon review of the Buyer's written statement, the Commonwealth still decides to provide the Requested Information, Buyer will not challenge or in any way hold liable the Commonwealth for such a decision.
- (E) The Commonwealth will reimburse the Buyer for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (F) The Buyer agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Buyer agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL. Buyer's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Buyer has Requested Information in its possession.

- (18) **Subsequent Liens and Ordinances.** Any notices or ordinances filed subsequent to the date of settlement by any governing authority for which a lien could be filed are to be complied with at the expense of the Buyer, provided that the Buyer takes title hereunder. Any such notices or ordinances filed before the date of settlement are to be complied with at the expense of the Seller.

- (19) **Representations and Warranties of Seller.** The Seller, to induce the Buyer to enter into this Agreement and to complete settlement, makes the following representations and warranties to the Buyer, which representations and warranties are true and correct as of the date of this Agreement, and shall be true and correct at and as of the date of settlement in all respects as though such representations and warranties were made both at and as of the date of this Agreement, and at and as of the date of settlement.
- (A) The Seller has not received any notice from any insurance company which has issued a policy with respect to the Premises or from any board of fire underwriters (or other body exercising similar functions) claiming any defects or deficiencies in the Premises or suggesting or requesting the performance of any repairs, alterations or other work to the Premises.
 - (B) There are no leases, service equipment, supply, security, maintenance, or other agreements with respect to or affecting the Premises, which shall be binding upon the Buyer or with respect to the Premises from and after the date of settlement.
 - (C) There is no action, suit or proceeding pending or, to the knowledge of the Seller, threatened against or affecting the Seller with respect to the Premises or any portion thereof or relating to or arising out of the ownership, management or operation of the Premises, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.
 - (D) The Seller has not received any notice of any condemnation proceeding or other proceedings in the nature of eminent domain ("Taking") in connection with the Premises and, to the Seller's knowledge, no Taking has been threatened.
 - (E) All contractors, subcontractors and other persons or entities furnishing work, labor, materials or supplies for the Premises have been paid in full, and there are no claims against the Seller or the Premises in connection therewith.
 - (F) The undersigned represents and warrants that they have full power and authority to execute and deliver this Agreement on behalf of the Seller.
- (20) **Release.** The Buyer hereby releases, quit claims and forever discharges the Seller and its agents and employees, from any and all claims, losses, or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood boring insects, radon, lead-based paint

hazards, environmental hazards, or any defects or conditions on the Premises. This release shall survive settlement.

- (21) **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.
- (22) **Severability.** If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect.
- (23) **Authority.** Each party to this Agreement warrants to the other that the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.
- (24) **Survival.** The obligations, covenants, representations, warranties and remedies set forth in this Agreement shall not merge with transfer of title but shall survive closing.
- (25) **Prior Agreements Superseded.** This Agreement contains the whole agreement between the parties, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever.
- (26) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

SUBJECT TO THE FOREGOING, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective representatives, successors and/or assigns.

The parties, through their authorized representatives, have properly executed this Agreement on the date of the last Commonwealth signature below.

ATTEST:

BUYER:

ATTEST:

**SELLER:
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

Secretary Date

Approved as to Form and Legality:

Office of Chief Counsel Date
Department of Conservation
and Natural Resources

Office of General Counsel Date

Office of Attorney General Date

APPROVED:

GOVERNOR Date

EXHIBIT A

LEGAL DESCRIPTION

The subject property is located in the Borough of McConnellsburg, Fulton County, Commonwealth of Pennsylvania. It is also identified as 440 Buchanan Trail, McConnellsburg, Pennsylvania, 17233 and being Tax ID No. 01-19-001. A legal description of the property follows:

BEGINNING at an iron pin on the west side of State Highway Route #16; thence along lands now or formerly of the Fulton Development Company, South 59 degrees 06 minutes West 198.00 feet to an iron pin; thence along lands now or formerly of Floyd Daniels, North 30 degrees 54 minutes West 156.00 feet to an iron pin; thence along lands of the same North 59 degrees 06 minutes East 198.00 feet to an iron pin; thence along State Highway Route #16 South 30 degrees 54 minutes East 156.00 feet to an iron pin, the place of **BEGINNING**.

CONTAINING 0.70 acres, having erected thereon a two-story masonry office building;

Being the same premises in a deed of conveyance from Helen G. Horton, widow to The Commonwealth of Pennsylvania, dated March 28, 1984 and recorded April 23, 1984 in the Fulton County Recorder of Deeds office at Deed Book Volume 112, page 127.

APPENDIX B

MAP

Former Buchanan Forest District Office

440 Buchanan Trail, McConnellsburg Borough, Fulton County, PA 17233

