

**TOWNSHIP OF MIDDLE SMITHFIELD
MONROE COUNTY, PENNSYLVANIA**

ADVERTISEMENT FOR SEALED BIDS

FOR SALE OF CERTAIN REAL AND PERSONAL PROPERTY

TO BE OFFERED BY TOWNSHIP OF MIDDLE SMITHFIELD

Notice is hereby given that the Board of Supervisors of Middle Smithfield Township, Monroe County, Pennsylvania, shall sell by sealed bid certain real and related personal property (collectively, the “Property”) owned by Middle Smithfield Township. Sealed bids will be received by Middle Smithfield Township until 5:00 pm EST on August 23, 2023. All bids shall be received by Middle Smithfield Township at its offices at the Schoonover Municipal Building, 147 Municipal Drive, East Stroudsburg, Pennsylvania 18302.

Bids shall be publicly opened and read aloud by the Township Board of Supervisors at its meeting scheduled on August 24, 2023 at 7:00 p.m., prevailing time, at the Schoonover Municipal Building, 147 Municipal Drive, East Stroudsburg, Pennsylvania 18302. The Board of Supervisors may award a contract for the sale of the Property by public announcement at its above-referenced meeting on August 24, 2023, or any subsequent regular or special meeting of the Board of Supervisors.

The Township’s real property to be sold (the “Real Property”) consists, generally, of undeveloped land, a golf course, club house and maintenance building, totaling approximately 409 acres of land. The undeveloped land is primarily contained in so-called Tract 1, PIN #: 09-7334-00-03-3428, Tax Parcel #: 9/10/1/86, which is approximately 320 acres in size. Tract 1 consists of approximately 255 acres of undeveloped land and 65 acres of developed golf holes. The developed golf holes must remain golf holes or open space, including passive recreation use. Restrictive covenants have been placed on portions of the property and the golf holes to preserve the intended use.

Tract 1 is primarily contained in the C-2 Commercial Zoning District, with approximately 23 acres being in the R-3 Residential Zoning District. The area in the R-3 Zoning District is adjacent to the Country Club of the Poconos Planned Residential Development (PRD) and consists primarily of developed golf holes.

The clubhouse consists of a one-story building, 15,775 square feet of total usable area, with a paved parking lot containing 81 parking spots. The clubhouse has an existing commercial kitchen, bathroom, locker rooms, showers and bar facilities.

The clubhouse (7 acres) and holes outside of Tract 1 (48.71 acres) are located within the Country Club of the Poconos PRD.

The Township golf course that is included in the Property that is intended to be sold is commonly known as the Country Club of the Poconos Golf Course.

A copy of the deed (the “Deed”) conveying the Real Property to the Township, subject to covenants and restrictions, is attached to the Township’s written Terms and Condition of Sale, and available at the Township building. Please note that the tract of land referred to in the Deed as Tract 2, Tax Parcel #09/10/1/83, approximately 28 acres in size, was previously sold by the Township, and, as a result, is no longer Township-owned real estate, and not part of the anticipated sale.

The Township personal property to be sold (the “Personal Property”) includes all furniture, fixtures and equipment associated with the clubhouse and golf course, including a liquor license, as well as approximately sixty (60) golf carts and one (1) beverage cart. An inventory of the Personal Property is contained in the written Terms and Conditions of Sale.

The Township Real Property and Personal Property are, together, referred to herein as the “Property”. The Property is being sold together for a lump sum amount, as-is.

The Property is being sold pursuant to the written Terms and Conditions of Sale. The Terms and Conditions of Sale contains information regarding the Property to be sold, bid procedures, and the terms and conditions of sale. Interested bidders may obtain a copy of the Terms and Conditions of Sale by contacting the Township Secretary via telephone phone (570-223-8920), e-mail (mclewell@mstowmship.com) or in-person at the Township Municipal Building, 147 Municipal Drive, East Stroudsburg, Pennsylvania 18302, between the hours of 8:00 a.m. and 4:00 p.m., or contacting the Township’s consultant, CBRE, Inc, via Douglas Johnson, CBRE Hotels at Douglas.Johnson@cbre.com, 773-218-4603

All bids must be on the bid form contained in the written Terms and Conditions of Sale, and submitted in a sealed envelope, indicating **“Bid for Purchase of the Township Property - 2023”**, and bearing the name of the bidder. Bidder may not alter or modify the written Terms and Conditions of Sale. Any modification of the written Terms and Conditions of Sale, or the bid form, may result in a bid being found non-responsive and disqualified.

The Township has determined that the minimum bid amount for the Property shall be \$960,000.00, before adding the 10% buyer’s premium referenced herein, and any bid amount lower than the minimum bid amount shall be considered non-responsive and disqualified. Any such non-responsive and disqualified bid shall not be considered a valid bid for purposes of 73 P.S. §1641.1.

Each sealed bid must be accompanied by a Certified Check or Cashier’s Check, made payable to the Township, in an amount equal to ten (10%) of the Bidder’s Total Purchase Price (as described in the Terms and Conditions of Sale), as a deposit towards the purchase price for

the Property, and as security for Bidder's purchase of the Property in the event the Township accepts the bid.

A buyer's premium in the amount of ten percent (10%) shall be added to the high bid price in order to determine the total purchase price.

Arrangements can be made to inspect the Property by contacting Douglas Johnson, CBRE Hotels, 773.218.4603 M, or douglas.johnson@cbre.com.

No bidder may withdraw a bid within One Hundred Twenty (120) days after the date set for the opening of bids.

All bids shall be submitted and accepted on the condition that payment of the purchase price in full shall be made within 60 days of the acceptance and award of the successful bid. Failure of the successful bidder to provide the full purchase price within such time frame shall result in the forfeiture of the bid security referenced herein.

Middle Smithfield Township expressly reserves the right to reject any and all non-responsive bids, and bids which contain conditions may be rejected. Middle Smithfield Township reserves the right to waive any defects or irregularities in the bids. Any bids that are under the above-referenced minimum bid amount shall be disqualified as non-responsive and invalid.

TOWNSHIP OF MIDDLE SMITHFIELD
Board of Supervisors