Attachment #9

RIV. SE

Santorello Real Estate

7683 Saltsburg Road Pittsburgh, PA 15239 Phone (412) 793-5710 Fax: (412) 793-5711 57/2 E-mail: fran@santorello.com

www.santorelio.com

Eugene J. Marraccini

Director of Business Affairs

Plum Borough School District

Dear Gene,

Thank you for the opportunity to submit a proposal to Market the Property at 200 School Rd. Plum Borough. Our office would be interested in listing the property for sale.

I would like to make a few suggestions concerning a Market Value on the Property.

- 1. The 2009 Appraisal is updated by Muri Appraisals.
- 2. Sub-Division of property to be sold should be done now.
- 3. The Zoning R-1 should be clarified concerning the continuing present use of the property as Offices.
- 4. Desclose that a Buyer that would want to use the property as its present use would have to make the building Handicapped assessable to obtain a Plum Borough Occupancy Permit.

I believe these items should be considered in determining Fair Market Value.

11/14/2011 00:31 412-793-5912

I have enclosed are standard Listing contract, If you have any questions please call.

Fran Santorello

Broker Owner

Santorello Real Estate

All tistings are required to be dute antered within 48 hours of the commencement data in the Standard Emiliative Commercial Listing Contract. All MANDATORY fields must be completed on a fine will be levied.

West Penn Multi-List

PAGE 1

	. 450-700 4010 Commercial Listing Contract							
	Tex # Long Class Will Day Care	_						
				Abdigned Linking if				
1	LISTING AGENCY	Bantorato Real Estate	GFFICE IDM 2001	PHOMP 443.703.6746				
3	MONEN'S ADDRESS	7883 Rulinbuco Rvi	CITY, STATE, ZIP	Pitteburgh, Pa 16239				
4	OVMER(8) MAULING ADDRESS		School District of Plum					
\$ 6 7 8	EXCLUBIVE RIGHT TO SELL 40 described below and to submit the all subscribers of the West Penn and conditions herein set fortic	n consideration of Broker's Agreem is listing to all subscribers of the W Multi-List, Inc., the SOLE AND EX	went to flet and to use Broker's effort lest Pass Mutil-List, Inc., the undersign KCLUSIVE RIGHT TO SELL the follow	and pascused bloberty on the lettine				
9	PROPERTY ADDRESS	200 Robori Rid	CITY, STATE, ZIP	Since Boson on the 42770				
10				Bharda Hachan				
11 12	DEED BOOK VOL.	MINERO DE NOTE LA MERCELLO	ZONING CLASSIFICATION	#				
13	BIBLOSE OF THE SAMPLE OF	HOMBER, PARCEL HOMBER, LO	' TO NOUNCE TO HELDER!	260.D. 267				
14			this Property and to find a buyer. Own g. Broker is acting as Owner's Agent, a					
16 16 17	limited to, feting fees; deed/docum vices; ordering ineurenou; and cor	may provide nervices to an Owner lent preperation; ordering certificati litruction, repeir or inspection movi	for which Broker may accept a fee. Si lone required for closing; financial servi lose, Broker will diagram to Comer it a	ich services may include, but are not ces; title transfer and preperation ser-				
18 19 20 21 22	cololy represent the Buyer (Buyer- rizes the Lieting Broker to share is Licensees. Owner further authorit the sharing of part of Lieting Broke	ex this property may be shown to pr Agents) or (d) by Brokers who do no Mormation and fully cooperate with the Lieting Broker to offer compan of a commission.	respective buyers (a) by subagents of ot represent either Owner or Buyer (Tri exbegants of the Listing Broker with setion to subagents, Buyer-Agents an	the fleting Broker; (b) by Brokers who preactional Licensees). Owner sulfio- Buyer-Agents and with Transactional d Transactional Licensees. including				
23 24 26 26 27 28	Agency Agrowment. The simultane to Listing Broker acting in such du relationship. Broker may, with the agent of the Owner to the exclusion	your representation of both the Owner agency relationship, provided the written concern of Owner, designs of all other scenees employed by	tier may enter into an Agreement to ac erty may be shown by agents of List mar and prospective Buyer is called "d let Listing Broker specifically advises (life one or more licensees employed b by Broker.	ting Broker pursuant to such Buyer- ual agency. Owner heraby consents				
29	LISTING PRICE - THE LISTING	PRICE FOR THE PROPERTY 8	PIALL DE \$					
30 31	the first of my target and the desired	netialal Hinds.	de shall include Broker's commission	• •				
37 38 39 40 41 42 43	listing period. This agreement mement date of this agreement by O period of this listing has been date all of the above requirements have continue as to any outstanding off enters into an Agreement of Sale of by the Broker, the sale or transfer Owner to the Broker. However, she was Penn Mutti-List, Inc. Commer paid the commission by Owner.	y also be terminated at any time a WNER giving ten (10) days' notice mined as the result of negotiations been exercised. After the terminal its pending at the time of such terminated and the conditional property of shall be conditionally presented outd the Owner terminate the Agraphia Listing Contract with another a	IS NEGIOTIABLE. This exclusive right and shall eutomatically terminate filer. 265 days in writing delivered to Broker by carifus between the Broker and Owner. This item of this agreement or any extension innation. If within one year of the term with any person to whom the property to have been made by the Broker as eithern in scoprdance with the terminational in scoprdance with the termination of whether the scoprdance with the termination of the scoprdance with the semination of the scoprdance with the scoprda	is at the expiration of the one (1) year is have elapsed from the commenta- ied mail with return receipt. The line- listing shall not be terminated unlaise in thereof, the Broker's authority shall instion of this agreement, the Compar r was shown, presented or submitted and the commission shall be paid by allon clause above, and enter into a in, then the subsequent Broker will be.				
44 45 46	MEGOTIATIONS BETWEEN THE	Broker and Owner.	Bale, lease or management o Noter this contract has been	Determined as a result of				
50 51 52 53 54 55 56 57	THE LISTING PRICE WITHIN THE COMMISSION OF 7 % PER STOCK TRANSFER, OPTION OF MENT OF A COMMISSION IF OP ENTITLED TO 50% DURING THE TERM OF THIS CO PAY BROKER A COMMISSION OF PAYABLE IN FULL AT THE TIME PLACED UNDER LEASE AND THE AGRETICATION OF T	E PERIOD OF TIME THIS CONT. E PERIOD OF TIME THIS CONT. I PARTHERSHIP AGREEMENT S TION MONEY IS RECEIVED BY A OF THE OPTION MONEY. IN THE OF THE OPTION MONEY. IN THE OF PERCENT OF THE O E OF SIGNING THE LEASE OR HE PROPERTY IS SUBSEQUENT EED COMMISSION SHALL BE DI	ILY SOLD TO THE TENANT DURING SERVICE.	SLE TO BUY THE PROPERTY AT AGREES TO PAY THE BROKER A LIMENT SALE, JOINT VENTURE, UNSFERS SUBJECT TO THE PAY-EXERCISED, BROKER SHALL WE EXERCISED SHALL BE LEASED URSON, THE OWNER AGREES TO BESION SHALL BE EARNED AND				
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All listings are required to be their entered within 48 hours of the commencement these in the Standard Richards Commercial Listing Contract, All MANDATORY fields must be completed or a fine will be levied.

PAGE 2

	Commercial Linang Contract
	Fan Fillwing Cities with Area Code
	Assigned Listing #
59 60 61 62	the Property, or if the buyer/tenent is unable to buy or rent because of failing to do the things required of the buyer/tenent in the Agreement of Sale or Lesse, then refuses to buy or rent because of failing to do the things required of the buyer/tenent in the Agreement of Sale.
53 54	option payments, liquidated damages, ludgements, atc. CD
66 68 67 68	DEPOSIT MONEY - Broker, or any person Owner and buyer name in the Agreement of Sale, will keep all deposit monies paid by or for the buyer in an escrow account. If held by Broker, this secrow account will be held so required by real estate licensing laws and regulations. Owner agrees that the person keeping the deposit monies may welt to deposit any uncashed check that is received as deposit money until Owner has
69 70 71	CONFLICT OF INTEREST - A conflict of interest is when Broker and Licensee has a financial or personal interest where Broker or Licensee cannot put Owner's interests before any other. If the Broker, or any of Broker's salespeople, has a conflict of Interest, Broker will notify Owner in
74 75	an accounting of all discursements from these funds and any such money expended is nonrelimburable to OWNER. In the event no sele or consummated, any unused funds will be returned to OWNER.
79 79 80 81	POSSEBSION AND TITLE - Procession of the property is to be given to purchaser at closing. The undersigned represent that they are the aste OWNERS of the listed property and agree to convey the property to the purchaser by general warranty deed, clear of all liens and encumbrances. SUBJECT to the following. (a) building and use restrictions of record; (b) wehicuter or pedestrien ensurements of record affecting the property and record or as presently installed, provided, however, that said lines or essements shall not adversely affect the use of the property for commercial reservations or lienses of cost, oil, gas, or other minerals as shown by instruments of record; and (a) essements apparent upon inspection of the property.
84 85 86 87 88	SIGN, KEY AND LOCK BOX - The OWNER grants unto Broker the right to post "for sale" signs upon the property. If a key to the premises is given to the Broker and/or a lock box is placed on the premises, it is understood and agreed that the OWNER retains responsibility for the entire care, maintenance and control of the premises during the term of this contract. The OWNER agrees that none of the subscribers of the West Penn Multi-List, Inc., or their agents shall be responsible for any damage to the property or any loss or their of personal goods from the property unless it can be shown that such damage. loss or their was directly committed by them.
21	NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA - Federal and state laws make it illegal for Querier, Broker, or enyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, BEX. DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for reflueing to sell, show, or rent properties, loan money, or set deposit amounts, or se reasons for any decision relating to the sale of property.
98	RECOVERY FUND - Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3558, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).
98	COMMERCIAL REAL ESTATE BROKER LIEN ACT - the provisions of the Commercial Real Estate Broker Lien Act, 65 P.S.1051 at seq. are hereby incorporated herein by reference.
100 101	NO OTHER CONTRACTS - Seller will not enter into another listing agreement with another broker that begins before the Termination Date of
102 103 104	HEIRS AND ASSIGNS -This contract shall be binding upon the heirs, executars, administrators, successors and assigns of the parties hereto. OWNER acknowledges receipt of one copy of this listing contract, one copy of the Seller Disclosure Statement, one copy of Consumer Notice and one copy of the Property Input Statement.
	The Seller's Initials and date are required to appear on this page for processing:

Marraccini, Eugene

From: Sent: NICOLE ORR [nicoledesireeorr@msn.com] Monday, November 28, 2011 11:18 AM

To:

Marraccini, Eugene

Subject: Attachments: School Road school road.pdf

Hello,

Hope you had a nice holiday. Attached are the papers that will be needed to list the property. I am going to touch base again with Bob today regarding the blueprints and some other information we need to complete our market analysis. The terms of the listing contract are negotiable. Please let me know if you have any questions.

Thank you!

Nicole Orr

ERA Meridian Real Estate Group 2624 Leechburg Road Lower Burrell, PA 15068 724-335-5681 fx#724-335-6699 cell#724-882-9446

The real estate law requires that I provide you with a written Consumer Notice that describes the various business relationship choices that you may have with a real estate licensee. Since we are discussing real estate with you having the benefit of the Consumer Notice, I have the duty to advise you that any information you give me will not be considered confidential unless and until you and I enter into a business relationship. At our first meeting, I will provide you with a written Consumer Notice which explains those business relationships and my corresponding duties to you.

All listings are required to be data entered within 48 hours of the commencement date in the Standard Exclusive Commercial Listing Contract.

All MANDATORY fields must be completed or a fine will be levied.

West Penn Multi-List Commercial Listing Contract

PAGE 1

	* 724-335-6699	•	_				
	Fax # Listing Office with Area Code			Assigned Listing # Revised 12/08			
1	LISTING AGENCY ERA Mo	dlan Real Estate Group	OFFICE ID#	PHONE Lower Burrell, PA 15068			
2	BROKER'S ADDRESS	2624 Leechburg Road	CITY, STATE, ZIP	Lower Burrell, PA 15068			
3	OWNER(S) NAME(S)	E	Borough of Plum School District				
4	OWNER(S) MAILING ADDRESS		A STATE OF THE STA				
5 6 7 8	EXCLUSIVE RIGHT TO SELL -In co described below and to submit this lis all subscribers of the West Penn Mul and conditions herein set forth:						
9	PROPERTY ADDRESS	200 School Road	CITY, STATE, ZIP	Pittsburgh, PA 15239 NTY Allegheny ION #			
10	HAVING ERECTED THEREON		MUNICIPALITY/COU	NTYAllegheny			
11	DEED BOOK VOL.		ZONING CLASSIFICAT	ION#			
12	IDENTIFICATION NUMBER (TAX NU	MBER, PARCEL NUMBER, L	OT & BLOCK NUMBER)				
14	PURPOSE OF THIS CONTRACT - Owner is hiring Broker to market the Property and to find a buyer. Owner will refer all offers and inquiries to Broker. Owner allows Broker to use print and/or electronic advertising. Broker is acting as Owner's Agent, as described in the Consumer Notice.						
16 17	timited to, listing fees; deed/document vices; ordering insurance; and constru	preparation; ordering certificat ction, repair or inspection serv	lons required for closing; financial ices. Broker will disclose to Owne	 e. Such services may Include, but are not services; title transfer and preparation ser- If any fees are to be paid by the Owner. 			
19 20 21	solely represent the Buyer (Buyer-Age rizes the Listing Broker to share infor	nts) or (c) by Brokers who do r mation and fully cooperate wit Listing Broker to offer comper	ot represent either Owner or Buye n subagents of the Listing Broker :	ts of the listing Broker; (b) by Brokers who r (Transactional Licensees), Owner autho- with Buyer-Agents and with Transactional ts and Transactional Licensees, Including			
24 25 26 27 28	(Buyer-Agency Agreement). Owner of Agency Agreement. The simultaneous to Listing Broker acting in such dual a relationship. Broker may, with the writagent of the Owner to the exclusion of	Inderstands that Owner's pro Prepresentation of both the O gency relationship, provided t ten consent of Owner, design all other licensees employed	perty may be shown by agents owner and prospective Buyer is call hat Listing Broker specifically advi- nate one or more licensees emplo by Broker.	to act as an agent for a prospective Buyer if Listing Broker pursuant to such Buyer- ed "dual agency". Owner hereby consents ses Owner, in writing, of this dual agency yed by Broker to serve as the designated			
	LISTING PRICE-THE LISTING PR		•				
31	half (1/2) of all required real estate tra	nsfer taxes.		sion and the OWNER agrees to pay one-			
33 34 35 36 37 38 39 40 41 42	for a period of one (1) year commence listing period. This agreement may all ment date of this agreement by <u>OWN</u> period of this listing has been determinal of the above requirements have be continue as to any outstanding offers enters into an Agreement of Sale or to by the Broker, the sale or transfer sind on the Broker, However, should be the sale of the Broker, However, should be the sale of the Broker, However, should be the Broker, However, should be the Broker, However, should be the Broker agreement of the Broker, However, should be the Broker agreement of the Broker, However, should be the Broker agreement of the Broker, However, should be the Broker agreement of the Broker agreement of the Broker agreement may all ment date of this agreement by the Broker	ng on	and shall automatically ten after a in writing delivered to Broker by as between the Broker and Owner, atlon of this agreement or any ext rmination. If within one year of the by with any person to whom the pro- it to have been made by the Bro reement in accordance with the te	e right to sell agreement shall be effective minate at the expiration of the one (1) year, days have elapsed from the commence-certified mail with return receipt. The time This listing shall not be terminated unless ension thereof, the Broker's authority shall termination of this agreement, the Owner operty was shown, presented or submitted for and the commission shall be paid by ermination clause above, and enter into a st. Inc., then the subsequent Broker will be			
45		ROFESSIONAL SERVICES		NT OF REAL ESTATE IS NEGOTIABLE. BEEN DETERMINED AS A RESULT OF			
48 49 50 51 52 53 54 55 56 57	INCLUDING THE OWNER, OR IF ETHE LISTING PRICE WITHIN THE COMMISSION OF 10 % PEROSTOCK TRANSFER, OPTION OR P. MENT OF A COMMISSION. IF OPTICE ENTITLED TO COMMISSION OF PAYABLE IN FULL AT THE TIME OF PLACED UNDER LEASE AND THE ANY RENEWAL, THEN THE AGREE	ROKER PROCURES A PUP PERIOD OF TIME THIS CON ENT OF THE SELLING PR ARTNERSHIP AGREEMENT DN MONEY IS RECEIVED BY F THE OPTION MONEY, IN RACT BY THE BROKER OF PERCENT OF THE DF SIGNING THE LEASE O PROPERTY IS SUBSEQUE D COMMISSION SHALL BE	CHASER READY, WILLING, AI TRACT IS IN FORCE, THE OWI CE OR:AN IN SHALL ALL BE DEEMED TO BASELLER AND THE OPTION IS THE EVENT THAT THE PROPER BY THE OWNER OR ANY OTH GROSS LEASE VALUE. THIS CR. NTLY SOLD TO THE TENANT EDUE BROKER.	WHOMSOEVER MADE OR EFFECTED, ND ABLE TO BUY THE PROPERTY AT NER AGREES TO PAY THE BROKER A STALLMENT SALE, JOINT VENTURE, E TRANSFERS SUBJECT TO THE PAY- NOT EXERCISED, BROKER SHALL BE TY HEREIN LISTED SHALL BE LEASED ER PERSON, THE OWNER AGREES TO COMMISSION SHALL BE EARNED AND IN THE EVENT THIS LISTING IS DURING THE TERM OF THE LEASE OR			
	The Seller's Initials and date are requi	red to appear on this page for	processing:	. /			
			Date	/ /~			

All listings are required to be data entered within 48 hours of the commencement date in the Standard Exclusive Commercial Listing Contract, All MANDATORY fields must be completed or a fine will be levied.

West Penn Multi-List

PAGE 2

Commercial Listing Contract

	# 7 <u>24-335-0099</u>	
	Fax # Listing Office with Area Code	Assigned Listing # Revised 12/08
60 61 62 63	the Property, or If the buyer/tenant is unable to buy or rent because of failing to do the things required of the buye or Lease, Owner will pay Broker: A of/from monies paid by buyer/tenant on account of the transaction, including bu option payments, liquidated damages, judgements, etc., OR	r/tenant in the Agreement of Sale
64	B. Broker's Fee, whichever is less.	
66	that the person keeping the deposit monies may wait to deposit any uncashed check that is received as	s and regulations. Owner agrees
69 70 71		terest where Broker or Licensee terest, Broker will notify Owner In
72 73 74 75	as brochures, prospectus, mailings, pictures, visual or audic presentations or other similar matters. Broker will an accounting of all disbursements from these funds and any such money expended is nonreimbursable to	for promotional items, such periodically provide OWNER with OWNER. In the event no sale or
77 78 79 80 81	OWNERS of the listed property and agree to convey the property to the purchaser by general warranty deed, de SUBJECT to the following. (a) building and use restrictions of record; (b) vehicular or pedestrian easements of being contiguous to the front, rear or side lot lines; (c) water, sewer, gas, electric, cable television and telephon record or as presently installed, provided, however, that said lines or easements shall not adversely effect the upurposes or at any time require the removal or alteration of the presently existing buildings, or appurtenant streservations or leases of coal, oil, gas, or other minerals as shown by instruments of record; and (e) easements	ear of all liens and encumbrances, record affecting the property and e lines or easements therefore of se of the property for commercial ructures thereon; (d) prior grants
85 86 87	given to the Broker and/or a lock box is placed on the premises, it is understood and agreed that the OWNER recare, maintenance and control of the premises during the term of this contract. The OWNER agrees that not Penn Multi-List, Inc., or their agents shall be responsible for any damage to the property or any loss or theft of	etains responsibility for the entire
90 91 92	(children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF	l or mental), FAMILIAL STATUS SUPPORT OR GUIDE ANIMALS, Y as reasons for refusing to sell
95 96	RECOVERY FUND - Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For com (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).	real estate transaction. The fund
98 99	COMMERCIAL REAL ESTATE BROKER LIEN ACT - the provisions of the Commercial Real Estate Broker I hereby Incorporated herein by reference,	len Act, 68 P.S.1051 et seq. are
00 101	NO OTHER CONTRACTS - Seller will not enter into another listing agreement with another broker that begin this Contract.	ns before the Termination Date of
103	HEIRS AND ASSIGNS -This contract shall be binding upon the heirs, executors, administrators, successors a OWNER acknowledges receipt of one copy of this listing contract, one copy of the Selter Disclosure Statement and one copy of the Property Input Statement.	and assigns of the parties hereto. nt, one copy of Consumer Notice
	The Seller's Initials and date are required to appear on this page for processing:	
	Date	