

**INVITATION TO BID
FOR THE PURCHASE OF THE
NEW CASTLE YOUTH DEVELOPMENT CENTER**

SOLICITATION # 94639



Date of Issue:
July 11, 2014

Issuing Office:
Department of General Services
Bureau of Real Estate
Room 503 North Office Building
Harrisburg, Pennsylvania 17125
(717) 772-8842



July 11, 2014

Re: Bid Offering for 145 +/- Acres and 13 Buildings totaling 236,444 +/- square feet
Tax I.D. No. 31-409300 (less the PennDOT Facility at 1903 Frew Mill Road)
Former New Castle Youth Development Center
1745 Frew Mill Road
Shenango Township, Lawrence County, New Castle, PA 16101

Dear Interested Bidder:

I appreciate your interest in the purchase of the former New Castle Youth Development Center property. Enclosed are the forms for submitting a bid offering. To be considered for the purchase of the property, your bid offering must meet or exceed the minimum bid as established by the Department of General Services (DGS) in accordance with Act 48 of 1981, as amended. The property will be awarded to the highest responsible bidder who must execute an Agreement of Sale with the DGS within 15 calendar days of the DGS 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.

DGS 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, DGS reserves the right, in its sole discretion, to reject any or all bids in accordance with the best interests of DGS. 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 3:00 PM on November 13, 2014.** The bid opening room is located in Room 503 North 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 General Services, Bureau of Real Estate, 503 North Office Building, Harrisburg, Pennsylvania, 17125. All bid envelopes should be clearly marked "**Solicitation #94639 – "New Castle Youth Development Center"**" on the outside of the mailer package. Bids must be received **3:00 PM, November 13, 2014**. All bids received after 3:00 PM, November, 2014, will be rejected, and returned. Bids will be opened on November 13, 2014 at 3:00 PM in Room 503 North 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) 772-8842.

Sincerely,

Andrew L. Lick
Real Estate Coordinator
Bureau of Real Estate

INVITATION TO BID INSTRUCTIONS

**New Castle Youth Development Center
145 +/- Acres and 13 Buildings totaling 236,444 +/- Square Feet
1745 Frew Mill Road
Shenango Township, Lawrence County, New Castle, PA 16101
Tax ID No. 31-409300 (less the PennDOT Facility at 1903 Frew Mill Rd.)**

1. Pursuant to Act 48 of 1981, the Department of General Services (DGS) will conduct a public sale of Commonwealth property **consisting of no less than 145 acres of land with exact acreage to be determined by final survey and subdivision**, and any and all improvements located thereon. The property is located in the City of New Castle, Lawrence County, PA. The property will be sold on an **“as-is” basis**.
2. A minimum acceptable bid has been established by the Department of General Services in accordance with Act 48 of 1981, as amended. **The minimum acceptable bid is in the amount of \$2,800,000**. If a bid is received that does not meet the minimum bid requirement, it will be rejected. **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 3:00 P.M. on November 13, 2014**. The bid opening room is located in Room 503, North Office Building, Harrisburg, Pennsylvania. If a bidder decides to mail the bid, the bidder should allow adequate time for delivery. Bids should be mailed to Department of General Services, Bureau of Real Estate, Room 503 North Office Building, Harrisburg, PA, 17125. All bid envelopes should be clearly marked with **“Solicitation # 94639 – New Castle Youth Development Center”** on the outside of the mailer package. All bids received after 3:00 P.M. November 13, 2014, will be rejected, and returned.
4. Bids will be opened on **November 13, 2014**, in Room 503, North Office Building, Harrisburg, Pennsylvania, at **3:00 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 to bid, it shall be rejected.
6. Inspection of the property may be arranged by contacting: Andrew L. Lick, DGS, Bureau of Real Estate, (717) 772-8842.
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. DGS 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, DGS 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 the Department of General Services. 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 of Pennsylvania 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 following restrictive covenant shall be contained in the deed of conveyance: **“RESERVING AND EXCEPTING** therein and thereout of all the oil, gas and mineral rights unto the **GRANTOR** herein, its successor and assigns in accordance with Section 2405-A(6) of the Administrative Code of 1929, as amended, 71 P.S. §651.5(6). The provisions of this paragraph shall run with the land in perpetuity.”
13. 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.
14. A Phase 1 Environmental Site Assessment Report prepared by BL Companies, Inc. and a Phase 2 Environmental Site Assessment Report prepared by Insite Group, Inc. are available for inspection. **As this property is being sold in as-is condition, DGS makes no warranties or representations, express or implied, with regard to environmental conditions. DGS does not guarantee the accuracy of the Phase 1 and Phase 2 Environmental Site Assessment Reports or any other existing environmental reports. DGS shall not be held liable for discrepancies between the reports and existing conditions. The reports are being made available and furnished to potential buyers for informational purposes only and not as a representation or warranty as to their factual accuracy.**

15. "Exhibit A Property Legal Description" contained herein shows the original deed less and excepting subsequent outsales of perimeter parcels. The exact metes and bounds of the New Castle Youth Development Center property shall be determined by a final survey and subdivision that will delineate a total land area of no less than 145 Acres.
16. 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. DGS does not guarantee the accuracy or the validity of the information conveyed by its employees or agents.
17. In the event it becomes necessary to revise any part of this Invitation to Bid (ITB), an amendment will be issued to all interested parties who received the original ITB. **For interested parties who download the ITB from the DGS website, it will be the interested party's responsibility to check the website for amendments to the ITB prior to submission of their proposal.**

Bid Offering – SFP # 94639
New Castle Youth Development Center
1745 Frew Mill Rd. Shenango Township, Lawrence County, New Castle, PA 16101

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 to 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 to 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.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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 General Services 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 General Services 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 _____, 2014

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: _____

NAME: _____

TITLE: PRESIDENT _____

TITLE: VICE PRESIDENT _____

ADDRESS: _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

PERCENTAGE OF STOCK: _____

NAME: _____

NAME: _____

TITLE: SECRETARY _____

TITLE: TREASURER _____

ADDRESS: _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

PERCENTAGE OF STOCK: _____

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

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: _____

NAME: _____

TITLE: _____ Member Manager

TITLE: _____ Member Manager

ADDRESS: _____

ADDRESS: _____

NAME: _____

NAME: _____

TITLE: _____ Member Manager

TITLE: _____ Member Manager

ADDRESS: _____

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

SAMPLE

AGREEMENT OF SALE

By and Between

**COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF GENERAL SERVICES**

AND

THIS AGREEMENT, dated _____, 2014, is entered into by and between the **COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF GENERAL SERVICES**, 515 North Office Building, Harrisburg, Pennsylvania 17125, hereinafter referred to as "**Seller**",

AND

_____, _____, _____,
_____, _____, hereinafter referred to as "**Buyer**".

WITNESSETH THAT:

WHEREAS, *Act 48 of 1981*, authorizes the Department of General Services to convey title to the property; and

WHEREAS, Seller desires to sell to Buyer the property, containing approximately 145-acres more or less, and buildings, known as the "New Castle Youth Development Center" located at 1745 Frew Mill Road, New Castle, Pennsylvania, as described in the attached legal description, made a part hereof, and marked as *Exhibit "A"*, hereinafter referred to as the "**Premises**"; and

WHEREAS, Buyer desires to purchase the Premises from Seller;

NOW, THEREFORE, in consideration of the Premises and the mutual covenants and promises herein contained and intending to be legally bound hereby, the parties hereto promise, covenant and agree as follows:

EXAMPLE:

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

a.	A two percent (2%) bid guarantee which has already been paid	\$
b.	Cash or certified check within five (5) business days after Buyer receives this fully executed Agreement (8% of purchase price)	\$
c.	Cash, certified check or cashier's check at time of Final Settlement and Delivery of the Deed	\$
	Total	<hr/> \$

The Comptroller of the Department of General Services, pending settlement, shall hold the ten percent (10%) deposit in escrow.

(2) **Closing.** Time is hereby agreed to be of the essence. Unless otherwise agreed upon in writing by the parties, closing shall occur within sixty (60) days from the execution of this Agreement by the Secretary of General Services. The date the Secretary of General Services executes this Agreement shall establish the "**Execution Date.**"

(3) **Default of Buyer.** Should 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 Buyer under this Agreement may be retained in full by 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 Seller.** In the event that title to the Premises cannot be conveyed by Seller to Buyer at settlement in accordance with the requirements of this Agreement or closing does not occur as provided herein or Seller is otherwise in default in the performance of the provisions hereof, Buyer may either (a) disregard such default and perform this Agreement by accepting said title and the Premises in such condition as 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.** Seller is exempt by law from paying realty transfer taxes. Such exemption shall not relieve Buyer from liability for the entire realty transfer tax. The realty transfer tax due in connection with the transaction contemplated by this Agreement shall be paid by Buyer at Settlement.

- (6) **Real Estate Taxes.** Seller is exempt from the payment of real estate taxes. Such exemption shall not relieve Buyer from liability for the 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 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) The deed of conveyance shall contain the following covenant:
- “**RESERVING AND EXCEPTING** therein and thereout of all the oil, gas and mineral rights unto the **GRANTOR** herein, its successor and assigns in accordance with Section 2405-A(6) of the Administrative Code of 1929, as amended, 71 P.S. §651.5(6). The provisions of this paragraph shall run with the land in perpetuity.”
- (B) To Seller’s knowledge, the zoning classification of the Premises is **Industrial Park District.**
- (C) Buyer acknowledges that this Agreement is subject to final execution by the Office of General Counsel, Office of Attorney General and Secretary of General Services and that until properly signed, executed and approved by these officials or their authorized designees, the Purchase Agreement will not be valid.
- (10) **Costs.** Seller agrees to prepare the Deed. All costs and expenses relating to Buyer's title examination or the purchase of title insurance shall be the sole responsibility of the Buyer.
- (11) **Assignment.** Buyer may not assign its rights hereunder, without the prior written consent of the Seller.
- (12) **Condition of Premises.** Buyer acknowledges that it has entered into this Agreement with the knowledge that the Premises will be acquired on an “**as is**” basis, that it has had the opportunity to inspect the Premises, and that said Premises are 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. Buyer agrees that Seller and its employees shall not be liable

for any error in any advertisement, hand bill or announcement made by Seller or its employees, nor for any agreement, condition, representation or stipulation, oral or written, not specifically set forth herein.

(13) Care of Premises.

(A) Between the Execution Date and the date of Closing, Seller shall perform all customary and ordinary repairs to the Premises as Seller customarily previously performed, so as to maintain it in substantially the same condition as it is as of the Execution Date, as such condition shall be changed by wear and tear, damage by fire or other casualty or be eminent domain. Notwithstanding the foregoing, Seller shall have no obligation to make any structural or extraordinary repairs or capital improvements to the Premises between the Execution Date and the date of Settlement.

(B) From and after the date of this Agreement until the date of Closing, the Seller shall materially comply with all state and municipal laws, ordinances, regulations and orders or notices of violations relating to the subject Premises, except that compliance may be postponed while Seller is in good faith contesting the validity of said orders or notices.

(14) Risk of Loss. Risk of loss shall remain with Seller until Settlement. In the event of material damage to the Premises that affects the value of the Premises by fire or other casualty, 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) Seller agrees to furnish to the Buyer all title data which Seller may have, including but not limited to deeds, maps, surveys, plans, abstracts, title reports and title policies.

(B) Buyer shall receive possession of the Premises at the time of Settlement by delivery of the Deed. Buyer shall be responsible for making arrangements to have the locks changed the day of Settlement; subsequent to Settlement. Prior to Settlement, Buyer shall have the right, at reasonable times and upon reasonable notice to Seller, to enter upon the Premises for purposes of inspecting the Premises or any conditions existing thereon.

(C) Neither party hereto 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.** This Agreement shall not be recorded by Seller or Buyer in the Recorder of Deeds of Lawrence County or other public office of record.
- (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 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.** Seller, to induce Buyer to enter into this Agreement and to complete settlement, makes the following representations and warranties to 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) 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 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 Seller, threatened against or affecting 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) 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 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 Seller.
 - (G) Seller has disclosed to Buyer, Seller's belief, that although no testing has been conducted by Seller, it is likely that lead-based paint or lead-based paint hazards, lead pipes and radon gas are present in or about the Premises. Buyer agrees that Seller has offered Buyer opportunity to conduct a risk assessment or inspection of the Premises to determine the presence of lead-based paint and/or lead-based paint, lead pipes and/or radon gas hazards.
- (20) **Release.** Buyer hereby releases, quit claims and forever discharges 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.

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.

IN WITNESS WHEREOF, the parties have executed this Agreement on

_____, 2014.

ATTEST:

BUYER:

ATTEST:

**SELLER:
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

Sheri Phillips
Secretary

DATE

Office of Chief Counsel
Department of General Services

Office of General Counsel

APPROVED:

Office of Attorney General

GOVERNOR

Exhibit "A"
PROPERTY LEGAL DESCRIPTION

JUL-10-2014 13:48

LAWRENCE CO REG. AND REC.

7246561966

P.01

BOOK 496 PAGE 962

THIS INDENTURE,

RECORDED AUG 21 1963 2:31 P.M.

MADE THE 29th day of July A.D.,
One Thousand Nine Hundred and Sixty-three.

BETWEEN

✓
THE COMMONWEALTH OF PENNSYLVANIA, acting by and through the
DEPARTMENT OF PROPERTY AND SUPPLIES, an Administrative Department of the
Commonwealth of Pennsylvania, pursuant to the authority of the Act of
May 18, 1949, P.L. 1450, with the approval of the Governor of the
Commonwealth of Pennsylvania, which approval is appended at the end of
this indenture, hereinafter called the Grantor,

AND

✓
THE GENERAL STATE AUTHORITY, a body corporate and politic,
constituting a public corporation and governmental instrumentality,
organized and existing under and by virtue of the Act of March 31, 1949,
P.L. 372, of the General Assembly of the Commonwealth of Pennsylvania,
known as The General State Authority Act of one thousand nine hundred
forty-nine, having its principal place of business in the City of
Harrisburg, Dauphin County, Pennsylvania, hereinafter called the Grantee:

WITNESSETH, That the Grantor, for and in consideration of the
sum of One and 00/100 Dollars (\$1.00) lawful money of the United States
of America and other good and valuable considerations, the receipt of
which is hereby acknowledged, has granted, bargained, sold, aliened,
enfeoffed, released, conveyed and confirmed, and by these presents does
grant, bargain, sell, alien, enfeoff, release, convey and confirm unto
the Grantee and to its successors and assigns, all that certain piece or
parcel of land situate in the

County of LAWRENCE

and the Commonwealth of Pennsylvania, more particularly bounded and
described as follows, to wit:

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BOOK 496 PAGE 963

PROJECT NO. O.S.A. 589-1
WESTERN YOUTH DEVELOPMENT CENTER
NEW CASTLE, LAWRENCE COUNTY, PENNSYLVANIA
CONSTRUCTION OF YOUTH DEVELOPMENT CENTER

BEGINNING at a corner marking the intersection of the center line of Frew Mill Road, also known as Legislative Route 37026 and the southeasterly corner of land now or formerly of Paul Shaffic; thence along east line of Shaffic land north $2^{\circ} 15'$ west 1140 feet, more or less, to southerly line of land now or formerly of Mary Misco, widow; thence along southerly line of Misco land south $88^{\circ} 23'$ west 155.20 feet, more or less, to a point marking the southwesterly corner of Misco; thence north $2^{\circ} 15'$ west 970.64 feet, more or less, along west line of Misco land to a point marking the center line of County Line Road also known as Route T-481; thence along center line of said County Line Road and crossing 100 foot right of way of Baltimore and Ohio Railroad north $88^{\circ} 11'$ east 6,094.71 feet, more or less, to a point in the center line of said County Line Road marking the northeast corner of land now or formerly of New Castle Packing Company; thence south $2^{\circ} 46'$ east 683.1 feet to a point; thence south $5^{\circ} 06'$ east 3.42 feet, more or less, to a point in the center line of County Line Road, also known as Route T-476; thence along center line of said County Line Road which is also the east line of land herein described, the following three courses and distances: (1) south $27^{\circ} 50'$ east 812.10 feet, more or less, to a point; (2) south $27^{\circ} 18'$ east 586.30 feet, more or less, to a point; and (3) south $19^{\circ} 07'$ east 686.15 feet, more or less, to a point in the center line of said County Line Road marking the southeast corner of the land herein described thence along northerly line of land now or formerly of John Misco and Steve Misco, ux, south $75^{\circ} 38'$ west 717.23 feet, more or less, to a point; thence continuing along northerly line of said Misco land south $83^{\circ} 04'$ west 511.08 feet, more or less, to a point marking the northwest

- 2 -

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BOOK 496 PAGE 964

corner of said Misco land; thence south 4° 09' east 127.92 feet, more or less; along west line of said Misco land and crossing a 33 foot right of way to a point marking the northerly line of land now or formerly of Layton Huling; thence along northerly line of the said Huling land and northerly line of land now or formerly of Robert Paglia and northerly line of land now or formerly of Harold Cotton south 87° 51' west 540.70 feet, more or less, to a point marking the northwest corner of said Cotton land; thence south 1° 39' east 267.40 feet, more or less, to a point marking the center line of Frew Mill Road; thence along the center line of said Frew Mill Road the following 12 courses and distances:

- South 83° 04' west 577.15 feet, more or less, to a point;
- North 68° 16' west 689.45 feet, more or less, to a point;
- North 89° 14' west 778 feet, more or less, to a point;
- North 79° 47' west 1796.78 feet, more or less, to a point;
- North 52° 30' west 482.14 feet, more or less, to a point;
- North 56° 61' west 100 feet, more or less, to a point;
- North 64° 43' west 100 feet, more or less, to a point;
- North 72° 15' west 100 feet, more or less, to a point;
- North 81° 20' west 100 feet, more or less, to a point;
- North 88° 12' west 100 feet, more or less, to a point;
- South 87° 44' west 97.10 feet, more or less, to a point;
- South 87° 04' west 321.03 feet, more or less, to a point and

the Place of Beginning.

CONTAINING 400 acres of land, more or less.

BEING A PART OF AND WHOLLY CONTAINED the tract of land to be so described is the same tract of land as was conveyed to the Commonwealth of Pennsylvania by deed from Greater New Castle Development Corporation dated December 27, 1962 and recorded in Lawrence County in Deed Book 492, Page 761.

THERE IS A RESERVATION of a cemetery area with right of access thereto as shown on the Lease Boundary Plan, there is also a right-of-way for the Allegheny and Western (now the Baltimore and Ohio Railroad Company) see Deed dated June 27, 1904 as recorded in Lawrence County in Deed Book 122, Page 1904.

BOOK 496 PAGE 965

A copy of the plot plan covering the within project, Project No. G.S.A. 589-1 entitled "Construction of Youth Development Center, Western Youth Development Center, New Castle, Lawrence County, Pennsylvania," dated March 22, 1963 by Elwood R. Wertz, Acting Assistant to the Director of Engineering of The General State Authority, Harrisburg, Pennsylvania, is attached hereto and made a part hereof.

THIS CONVEYANCE IS MADE UNDER AND SUBJECT, NEVERTHELESS, to all easements, servitudes, and rights of others, including but not confined to streets, roadways, and rights of any telephone, telegraph, electric, gas or pipe line companies, AS WELL AS UNDER AND SUBJECT, NEVERTHELESS, to any estates or tenancies vested in third persons, whether or not appearing of record, for any portion of the said land and improvements thereon.

- 23 -

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BOOK 496 PAGE 966

TOGETHER WITH all and singular the rights, liberties, privileges, hereditaments and appurtenances whatsoever thereto belonging, and the reversions and remainders, rents, issues and profits thereof; and also all the estate and interest whatsoever of the Grantor, in law or equity, of, in, to or out of the same.

TO HAVE AND TO HOLD, the premises hereby granted, and intended so to be, with the appurtenances, unto the Grantee, its successors and assigns, to the use of the Grantee, its successors and assigns forever;

AND the said Grantor and its assigns does by these presents covenant, promise and agree to and with the said Grantee, its successors and assigns, that the said Grantor and its assigns shall and will forever warrant and defend by these presents all and singular the premises together with the hereditaments contained therein and with the appurtenances annexed thereto herein above described and granted, or mentioned, and intended so to be thereunto the said Grantee, its successors and assigns, against the said Grantor and its assigns and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof;

AND the Grantor for itself, and its assigns does hereby covenant and agree with the Grantee, that it, its successors and assigns, shall at all times be entitled to full rights of ingress and egress to the said property over the property of the Grantor adjacent thereto and that the Grantor, and its assigns will, without cost to the Grantee, its successors and assigns, furnish complete and adequate utility services, including but without limitation, steam, water, sewage disposal, heat and electricity to any and all buildings and facilities erected or to be erected upon the above described premises until either none of the Bonds issued or hereafter issued by the Authority remain outstanding, or the above described premises are lawfully sold by the Grantee in accordance with any Resolution authorizing the issuance of Bonds, whichever event shall occur the sooner.

IN WITNESS WHEREOF, The Governor of the Commonwealth of Pennsylvania having first indicated his approval of this conveyance by executing the appended form of approval, the said Grantor has executed this conveyance by the Secretary of the Department of Property and Supplies of the Commonwealth of Pennsylvania.



DEPARTMENT OF PROPERTY AND SUPPLIES
By [Signature]
Secretary

[Signature]
The foregoing conveyance is approved,

DEPARTMENT OF PUBLIC WELFARE
By [Signature]
Secretary

WITNESS
[Signature]

Received Time Jul. 10. 2014 1:23PM No. 1124

BOOK 496 PAGE 967
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF DAUPHIN) SS.

On this, the 19th day of July, 1963,
before me Richard D. ... the undersigned officer, personally
appeared ... Secretary of the Department of
Property and Supplies of the Commonwealth of Pennsylvania, known to me to
be the person described in the foregoing instrument, and acknowledged that
he executed the same in the capacity therein stated and for the purpose
therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Richard D. ...
Notary Public

My Commission Expires NOTARY PUBLIC
Commissioned For Harrisburg, Pa. Dauphin County

My Commission Expires May 31, 1965

Approved as to legality of form:
...
Deputy Attorney General

APPROVAL OF THE GOVERNOR

I WILLIAM W. SCRANTON, Governor of the Commonwealth of Pennsylvania,
by virtue of, and under the authority of the Act of the General Assembly
of the Commonwealth of Pennsylvania, approved March 31, 1949, (Act No. 34)
known as The General State Authority Act of one thousand nine hundred forty-
nine, approve the foregoing conveyance of lands owned by the Commonwealth
of Pennsylvania to The General State Authority:

GIVEN under my hand and the Great Seal of the Commonwealth in the
City of Harrisburg this 6th day of August 1963,
in the Commonwealth of Pennsylvania the one hundred and eighty-eighth

William W. Scranton

Governor of the
Commonwealth of Pennsylvania

AUG - 8 1963

By the Governor
...
Secretary of the Commonwealth

I hereby certify that the precise residence address of the Grantee,
in the within Deed is 18th & ..., Harrisburg, Pennsylvania.

...
Attorney for Grantee

LESS AND EXCEPTING

JUL-10-2014 14:41

LAWRENCE CO REG. AND REC.

7246561966 P.02

3K 1395 PG 160

13288

RECORDED
LAWRENCE COUNTY, PA

DEC 10 2 08 PM '97

INDENTURE

2300
M. Mangione
LMD-97-6

THIS INDENTURE MADE AND ENTERED into this *5th* day of *December* 1997, between the **COMMONWEALTH OF PENNSYLVANIA**, acting by and through Gary E. Crowell, Secretary of the Department of General Services, an administrative department of the Commonwealth of Pennsylvania, with the approval of the **GOVERNOR** of the Commonwealth of Pennsylvania, herein referred to as **GRANTOR**.

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RAYMOND W. BUCHOWSKI, RD # 6, Box 26A, Frew Mill Road, New Castle, Lawrence County, Commonwealth of Pennsylvania, hereinafter referred to as **GRANTEE**.

WHEREAS, under authority of ACT 48, of the General Assembly of the Commonwealth of Pennsylvania, approved July 1, 1981, the Department of General Services, with the approval of the Governor of the Commonwealth of Pennsylvania is authorized to grant and convey a tract of land situate at New Castle Youth Development Center, New Castle, Lawrence County, Commonwealth of Pennsylvania, hereinafter described.

WITNESSETH, that the said **GRANTOR** for and in consideration of the sum of Nine thousand and 00/100 dollars (\$9,000.00), receipt of which is hereby acknowledged, has granted and conveyed and by these presents does grant and convey to **GRANTEE**, their heirs and assigns a tract of land situate at New Castle - Youth Development Center, New Castle of Lawrence County, Pennsylvania, bounded and described as follows:

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All that certain lot or parcel of ground situate in the township of Shenango, Lawrence County, State of Pennsylvania, being lot no 2 in the New Castle Youth Development Center Plan # 1, as approved by the Lawrence County Planning Commission, June 11, 1986. and together bounded and described as follows, to wit:

BEGINNING on the Center line of County Line Road (T-481) a 50 foot right-of-way, on the border of Hickory Township and Shenango Township, Lawrence County at an iron pin, North 88 degrees 27 minutes 30 seconds East along said center line a distance of 947.10 feet to an iron rod; thence South 2 degrees 00 minutes 30 seconds East, a distance of 681.45 feet, to an iron rod in the center line of County Line Road (T-476) a 50 foot right-of-way; thence South 87 degrees 27 minutes 30 seconds West, a distance of 940.64 feet to a corner fence post; thence North 2 degrees 32 minutes 30 seconds West, a distance of 697.95 feet to an iron pin in the center line of County Line Road (T-481), being the point of beginning. Containing 14.94 Acres

BEING part of the same premises which General State Authority by deed dated June 16th, 1989 and recorded in the Recorder's Office of Lawrence County, granted and conveyed to the Commonwealth of Pennsylvania.

BEING part of the same premises which Commonwealth of Pennsylvania by their deed dated July 29th, 1963, and recorded August 21st, 1963 in Deed Book Vol. 496, page 962. granted and conveyed to the General State Authority.

BEING part the the same premises that the Greater New Castle Development Corporation granted and conveyed to the Commonwealth of Pennsylvania by Deed dated December 27th, 1962 and recorded December 28th, 1962 in Lawrence County Deed Book Vol 492, page 761. Parcel #31-409300 *JK*

UNDER AND SUBJECT to all easements, servitude's and rights of others, including but not confined to streets, roadways, and rights of any telephone, telegraph, water, electric, sewer, gas or pipeline companies, as well as under and subject to any interest, estates, or tenancies vested in third persons, whether or not appearing of record,

3K 1395 PG 162

RESERVING AND EXCEPTING therein and thereout all the oil, gas and minerals, including coal, unto the GRANTOR herein, its successors and assigns, and the right to enter upon, explore and use equipment on the surface, subject to restoring the property to substantially the same condition, so as not to obstruct and so as to minimize interference with, the use of the surface by GRANTEE, his heirs and assigns, together with the right to remove such oil, gas and minerals in accordance with the law.

AND THE GRANTOR shall warrant specially the premises herein conveyed.

IN WITNESS WHEREOF, the GRANTOR, by Gary E. Crowell, Secretary of General Services, has caused this instrument to be signed the day and year first above written.

DEPARTMENT GENERAL SERVICE
Office of Chief Counsel

Edward M. Phil

COMMONWEALTH OF PENNSYLVANIA
Department of General Services

Gary E. Crowell
Secretary of General Services

APPROVED AS TO LEGALITY
AND FORM
Office of General Counsel

John R. Gull

APPROVED AS TO LEGALITY
AND FORM
Office of Attorney General

John F. Hall
Deputy Attorney General

APPROVED:

Gary E. Crowell
GOVERNOR

DEED	13.00
DEED - UNIT	.50
DEED - RTT STATE	90.00
SHERMAN'S D	45.00
SHERMAN'S TOWNSHIP	45.00
DEED - A/H FEE	8.00
DEED - A/H ADH	1.42
Check# 1975	\$113.00
Check# 4420	\$90.00
Total Received.....	\$203.00

FOR
 RECEIVED
 12/10/1997 14:01:39
 Book# 1395 Page# 169
 ATTY H HARRIS
 RAYMOND BUCHHEIM
 Recorder of Deeds
 Instrument Filings

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JK 1395 PG 163

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :

: SS:

COUNTY OF DAUPHIN :

On this, the 19th day of November, 1997,
before me, the undersigned officer, personally appeared Gary E. Crowell, Secretary of
the Department of General Services of the Commonwealth of Pennsylvania, known to me
(or satisfactorily proven) to be the person described in the foregoing instrument, and
acknowledged that he executed the same in the capacity therein stated and for the purposes
therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Handwritten Signature]
NOTARY PUBLIC

NOTARIAL SEAL
CYNTHIA T. LEWIS, Notary Public
Harrisburg, Dauphin County
My Commission Expires July 18, 2000

LESS AND EXCEPTING

JUL-10-2014 14:42

LAWRENCE CO REG. AND REC.

7246561966

P.06

BOOK 553 PAGE 201

RECORDED OCT-1 1970 11:54 A.M.

T H I S I N D E N T U R E

MADE AND ENTERED into this 16th day of September,
in the year of our Lord, one thousand nine hundred and seventy
(1970).

BETWEEN the COMMONWEALTH OF PENNSYLVANIA, acting by and
through Perrin C. Hamilton, Secretary, Department of Property and
Supplies, an administrative department of the Commonwealth of
Pennsylvania, with the approval of the Department of Welfare and
the Governor, herein referred to as GRANTOR, party of the first
part.

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the GREATER NEW CASTLE DEVELOPMENT CORPORATION, a nonprofit corpora-
tion created, existing and functioning under the laws of the
Commonwealth of Pennsylvania with its principal address at 1st
Federal Plaza, New Castle, Pennsylvania, herein referred
to as GRANTEE, party of the second part.

WHEREAS, under authority of Act #163 of the General
Assembly, approved July 9, 1970, the Department of Property and
Supplies, with the approval of the Department of Welfare, and the
Governor is authorized to sell and convey to the Grantee for the
consideration of \$1.00 the real estate described herein.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, in considera-
tion of the sum of \$1.00, receipt of which is acknowledged by
Grantor, Grantor has sold and conveyed and by these presents does

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BOOK 553 PAGE 202

sell and convey unto Grantee, its successors and assigns, the tract of land situate in Shensago Township, Lawrence County, Pennsylvania, bounded and described as follows:

BEGINNING at the southwest corner of the intersection of the center line of the Frew Mill Road and the eastern right-of-way line of the Baltimore and Ohio Railroad line. Thence in a northerly direction along the easterly right-of-way line described above by a reverse curve a distance of 1400 feet to a point. Thence north 57 degrees and 30 minutes east along property of the Commonwealth of Pennsylvania a distance of 420 feet to a point. Thence north 0 degrees and 21 minutes east along property of the Commonwealth of Pennsylvania a distance of 1200 feet to a point in the center of the County Line Road. Thence along the center line of the County Line Road north 88 degrees and 14 minutes east a distance of 1620.04 feet to a point. Thence along property of the Commonwealth of Pennsylvania south 2 degrees and 46 minutes east a distance of 350 feet to a point. Thence along property of same north 88 degrees and 14 minutes east a distance of 600 feet to a point. Thence along property of same south 2 degrees and 46 minutes east a distance of 247.95 feet to a point. Thence along property of same north 87 degrees and 14 minutes east a distance of 940.64 feet to a point in the center of County Line Road. Thence along the center line of County Line Road south 27 degrees and 50 minutes east a distance of 812.10 feet to a point. Thence by center line of same road south 27 degrees and 18 minutes east a distance of 586.30 feet to a point. Thence by center line of same road south 19 degrees and 7 minutes east a distance of 686.15 feet to a point. Thence along property of John and Steve Misco south 75 degrees and 38 minutes west a distance of 717.23 feet to a point. Thence by property of same south 83 degrees and 4 minutes west a distance of 511.08 feet to a point. Thence along property of same south 4 degrees and 9 minutes east a distance of 127.92 feet to a point on the south side of a 33 feet right-of-way. Thence along property of Layton Huling, Robert Paglia, and Harold Cotton, south 87 degrees and 51 minutes west a distance of 540.70 feet to a point. Thence by property of Harold Cotton south 1 degree and 39 minutes east a distance of 267.40 feet to a point in the center line of Frew Mill Road. Thence along the center line

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of Frew Mill Road south 83 degrees and 4 minutes west a distance of 550 feet to a point. Thence along property of the Commonwealth of Pennsylvania north 0 degrees and 21 minutes east a distance of 614.31 feet to a point. Thence along same and parallel to an overhead power line and 50 feet easterly therefrom north 89 degrees and 35 minutes west a distance of 2300 feet to a point. Thence along same parallel to the eastern right-of-way line of the Baltimore and Ohio Railroad Company and 100 feet therefrom a distance of 203 feet to a point in the center line of the Frew Mill Road. Thence along the center line of Frew Mill Road north 79 degrees and 47 minutes west a distance of 100 feet to a point, the place of beginning. Containing 203 acres of land, more or less.

AND BEING apart of the same premises that the Grantee granted and conveyed to the Grantor herein by deed dated December 27, 1962, and recorded December 28, 1962, in Lawrence County Deed Book, Vol. 492, at Page 761.

This conveyance is made under and subject, nevertheless, to all easements, servitudes and rights of others, including but not confined to streets, roadways and rights of any telephone, telegraph, water, electric, gas or pipeline companies as well as under and subject, nevertheless, to any estate or tenancies vested in third persons, whether or not appearing of record, for any portion of the said land or improvements erected thereon.

This conveyance is made in compliance with the agreement of reverter made and provided for in the deed recorded in Lawrence County Deed Book, Vol. 492, Page 761, as before mentioned herein 385 acres of land was conveyed to the Grantor herein and 182 acres of land, more or less, was used in the construction of the New Castle Youth Development Center in partial fulfillment of the conditions provided in the said deed, leaving approximately 203 acres of land which are subject to the right of reverter to the herein named Grantee, the Greater New Castle Development Corporation, and are herein conveyed to the said Grantee.

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BOOK 553 PAGE 204

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed by Ferrin C. Hamilton, Secretary of the Department of Property and Supplies, he being duly authorized this 16th day of September, 1970.

ATTEST:

COMMONWEALTH OF PENNSYLVANIA
Department of Property & Supplies

Matthew J. Salva

[Signature]
Secretary

APPROVED:

Department of Public Welfare

[Signature]
Secretary

Approved as to form and manner of execution
Department of Justice

[Signature]
Deputy Attorney General

APPROVED:

Raymond P. Shafer
Raymond P. Shafer, Governor

BOOK 553 PAGE 205

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF DAUPHIN : SS.

On this, the 16th day of September 1970,
before me, the subscriber, a Notary Public, in and for said
County and Commonwealth, personally appeared Parrin C. Hamilton,
Secretary of the Department of Property and Supplies of the
Commonwealth of Pennsylvania, personally known to me, and who
in due form of law acknowledged the above indenture to be his
act and deed of his constituent, the Commonwealth of Pennsylvania,
and desired that the same might be recorded as such.

Witness my hand and official seal the day and year

first above written.



Betty C. Barnes
Notary Public

My Commission Expires:

NOTARY PUBLIC
My Commission Expires July 16, 1972
Harrisburg, Pa Dauphin County

CERTIFICATE OF RESIDENCE

I hereby certify that the principal office of place
of doing business of the within Grantee is:

*First Federal Plaza
North Mill Street
New Castle, Penna. 16101
Thomas A. Shumaker*

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LESS AND EXCEPTING

JUL-10-2014 14:43

LAWRENCE CO REG. AND REC.

7246561966 P.11

VOL 828 251

RECORDED DEC 11 1987 12:06 PM

9666

I N D E N T U R E

THIS INDENTURE MADE AND ENTERED into this 13th day of *October* A. D., 1987, between the Commonwealth of Pennsylvania, acting by and through James W. Brown, Secretary of the Department of General Services, an administrative department of the Commonwealth of Pennsylvania, with the approval of the Governor of the Commonwealth of Pennsylvania, herein referred to as GRANTOR

RECORDED-FEE INC 2306
LAWRENCE COUNTY, PENN.
BY *Green*
DEC 11 12 06 PM '87
Pittsburgh
17217

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B. Greb of Pittsburgh, Allegheny County, Pennsylvania, herein referred to as GRANTEE:

WHEREAS, under authority of Act No. 48, approved July 1, 1981, the Department of General Services, with the approval of the Governor, is authorized to grant and convey to the GRANTEE, the tracts of land described herein.

WITNESSETH, that the said GRANTOR, for and in consideration of the sum of Thirty Thousand Seven Hundred (\$30,700.00) Dollars, receipt of which is hereby acknowledged, has granted and conveyed and by these presents does grant and convey unto the said GRANTEE, her heirs and assigns, all those four certain tracts or parcels of land, situate in the Township of Shenango, County of Lawrence, Pennsylvania, bounded and described as follows:

SHENANGO AREA SCHOOL DISTRICT
\$ 307.00
REALTY TRANSFER TAX STAMP
Shenango TP
12-11-87

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER DEC 11 '87
TAX
307.00
RD-11207

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TRACT NO. 1

BEGINNING at the intersection of the dividing line of lands of the Greater New Castle Development Corporation Industrial Park and the Commonwealth of Pennsylvania and the centerline of County Line Road, also known as Township Road #481 (T-481), being the Northwest corner of lot number one, thence, along the centerline of Township Road #481, North eighty-eight degrees twenty-seven minutes and thirty seconds East (N88 degrees - 27'-30"E), a distance of six hundred (600) feet, to a point in the centerline of said Township Road #481; thence, along the dividing line between lots one and two of this plan, through an iron pin along the edge of the road, South two degrees thirty-two minutes and thirty seconds East (S02 degrees - 32'-30"E), a distance of three hundred fifty (350) feet to an iron rod; thence, along lands of the Greater New Castle Development Corporation Industrial Park, South eighty-eight degrees twenty-seven minutes and thirty seconds West (S88 degrees - 27'-30"W), a distance of six hundred (600) feet to a concrete monument; thence, along lands of the Greater New Castle Development Corporation Industrial Park, through a concrete monument North two degrees thirty-two minutes and thirty seconds West (N02 degrees - 32'-30"W), a distance of three hundred fifty (350) feet to a point, the place of beginning.

CONTAINING 4.82 Acres.

TRACT NO. 2

BEGINNING at the intersection of the dividing line of lots number three and four of the New Castle Youth Development Center Plan number two and the centerline of Frew Mill Road, also known as Legislative Route number 37026 (LR 37026), being the Southeast corner thereof, thence, along said centerline of Frew Mill Road, North eighty-nine degrees thirteen minutes and thirty seconds West (N89 degrees - 13'-30"W), a distance of two hundred forty (240) feet to a railroad spike, said point being the intersection of the centerline of said Frew Mill Road and the centerline of a sanitary sewer; thence, along the centerline of said

(2)

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sanitary sewer, North fourteen degrees eight minutes and thirty seconds West (N14 degrees - 08' - 30"W) a distance of one hundred sixty (160) feet to an iron rod; thence, along said lot number four, South eighty-nine degrees thirteen minutes and thirty seconds East (S89 degrees - 13' - 30"E), a distance of two hundred fifteen (215) feet to an iron rod; thence, along said lot number four, South forty-nine degrees forty-one minutes and forty-five seconds East (S49 degrees - 41' - 45"E), a distance of eighty-five and eighty hundredths (85.80) feet to an iron rod; thence, along said lot number four, South zero degrees forty-six minutes and thirty seconds West (S00 degrees - 46' - 30"W), a distance of one hundred (100) feet to an iron pin, point of beginning.

CONTAINING 0.88 Acres.

SUBJECT to the rights of the Shenango Township Municipal Authority sanitary sewer right-of-way.

TRACT 3

BEGINNING at the intersection of a prolongation of the North line of a one hundred (100) feet wide Pennsylvania Power Company right-of-way and the dividing line between lots four of the New Castle Youth Development Center Plan number two and lands of the Greater New Castle Development Corporation Industrial Park, being the Northeast corner thereof, thence, along lands of the Greater New Castle Development Corporation Industrial Park, South zero degrees twenty-one minutes West (S00 degrees - 21'W), a distance of three hundred fourteen and thirty-one hundredths (314.31) feet to a concrete monument; thence, along said lot number five, North eighty-four degrees fifty-three minutes and fifteen seconds West (N84 degrees - 53' - 15"W), a distance of two hundred ninety-nine and ninety-eight hundredths (299.98) feet to an iron pin; thence, along said lot number five South nine degrees fifty-eight minutes and thirty seconds West (S09 degrees - 58' - 30"W), a distance of two hundred eleven (211) feet to a point in the centerline of Frew Mill Road, also known as Legislative Route 37026 (LR 37026); thence, along the centerline of said Frew Mill Road, North sixty-eight degrees

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WV 628 44 264

sixteen minutes West (N68 degrees - 16'W), a distance of three hundred fifty-nine and forty-five hundredths (359.45) feet to a point; thence, continuing along the centerline of Frew Mill Road North eighty-nine degrees thirteen minutes and thirty seconds West (N89 degrees - 13'-30"W), a distance of four hundred two and seventy-five hundredths (402.75) feet to an iron pin; thence, along lot number three of the New Castle Youth Development Center Plan number two, North zero degrees forty-six minutes and thirty seconds East (N00 degrees - 46'-30"E), a distance of one hundred (100) feet to an iron pin; thence, along said lot three, North forty-nine degrees forty-one minutes and forty-five seconds West (49 degrees - 41'-45"W), a distance of eighty-five and eighty hundredths (85.80) feet to an iron pin; thence, along said lot number three North eighty-nine degrees thirteen minutes and thirty seconds West (N89 degrees - 13'-30"W), a distance of two hundred fifteen (215) feet to an iron rod, said point being at the intersection of a line dividing lots three and four and centerline of a sanitary sewer line; thence, along the centerline of said sanitary sewer, North fourteen degrees eight minutes and thirty seconds West (N14 degrees - 08'-30"W), a distance of two hundred fifteen and nineteen hundredths (215.19) feet to an iron rod, said rod being the intersection of said sanitary sewer and the North line of a certain one hundred (100) feet wide Pennsylvania Power Company right-of-way; thence, along the North line of said Pennsylvania Power Company right-of-way and a projection of same, South eighty-nine degrees thirty-five minutes East (S89 degrees - 35'E), a distance of one thousand four hundred five and fifty-three hundredths (1405.53) feet to an iron rod, the point of beginning.

CONTAINING 10.61 Acres.

SUBJECT to the rights of the Shenango Township Municipal Authority sanitary sewer right-of-way.

SUBJECT to the rights of Pennsylvania Power Company power line right-of-way.

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TRACT NO. 4

BEGINNING at an iron pin at the intersection of the dividing line between lands of the Greater New Castle Development Corporation Industrial Park and lots four and five of the New Castle Youth Development Center Plan number two and the centerline of Frew Mill Road, also known as Legislative Route number 37026 (LR 37026), being the Southeast corner thereof, thence, along the centerline of Frew Mill Road, South eighty-three degrees four minutes West (S83 degrees - 04'W), a distance of twenty-seven and fifteen hundredths (27.15) feet to an iron pin; thence, continuing along the centerline of Frew Mill Road, North sixty-eight degrees sixteen minutes West (N68 degrees - 16'W), a distance of three hundred thirty (330) feet to an iron pin; thence, along said lot number four, North nine degrees fifty-eight minutes and thirty seconds East (N09 degrees - 58'-30"E), a distance of two hundred eleven (211) feet to an iron rod; thence, continuing along lot number four, South eighty-four degrees fifty-three minutes and fifteen seconds East (S84 degrees - 53'-15"E), a distance of two hundred ninety-nine and ninety-eight hundredths feet to a concrete monument; thence, along the dividing line between lot number five and lands of the Greater New Castle Development Corporation Industrial Park, South zero degrees twenty-one minutes West (S00 degrees - 21'W), a distance of three hundred (300) feet through a concrete monument to the point of beginning.

CONTAINING 1.92 Acres.

BEING Lots number 1, 3, 4 and 5 respectively from a plan of survey made by John L. Wilson, Professional Engineer and Land Surveyor dated April, 1986 and recorded in Lawrence County Plan Book.

AND BEING lots 1, 3, 4 and 5 of the premises which Greater New Castle Development Corporation by its Deed dated December 27, 1962 and recorded at New Castle in the County Recorder of Deeds

(5)

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Office in Deed Book 492 Page 761 granted and conveyed to the Commonwealth of Pennsylvania.

ALSO RESERVING AND EXCEPTING therein and thereout all the oil, gas and minerals, including coal, unto the GRANTOR herein, its successors and assigns, and the right to enter upon, explore and use equipment on the surface, subject to restoration of same to its original condition, so as not to obstruct and so as to minimize interference with, the use of the surface by GRANTEE, her heirs and assigns, together with the right to remove such oil, gas and minerals in accordance with the law.

ALSO UNDER AND SUBJECT to all easements, servitudes and rights of others, including but not confined to streets, roadways, and rights of any telephone, telegraph, water, electric, gas or pipeline companies, as well as under and subject to any estates or tenancies vested in third persons, whether or not appearing of record, for any portion of the land or improvements erected thereon.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said GRANTORS, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the messuage or tenement thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said GRANTEE, his heirs and assigns, to and for the only proper use and behoof of the said GRANTEE, his heirs and assigns, forever.

UNDER AND SUBJECT, nevertheless, to certain conditions, reservations and restrictions, as aforesaid.

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AND THE GRANTOR shall warrant specially the property herein conveyed.

IN WITNESS WHEREOF, the GRANTOR, by James W. Brown, Secretary of General Services, has caused this instrument to be signed the day and year first above written.

APPROVED AS TO LEGALITY AND FORM

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES

By *William W. Whaley Jr.*
Chief Counsel

By *James W. Brown*
Secretary

APPROVED AS TO LEGALITY AND FORM

APPROVED:

By *John F. Hall*
Deputy Attorney General

Edward R. Rendell
GOVERNOR

(7)

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Acknowledgment

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF DAUPHIN :

On this, the 13th day of October, 1987,
before me, the undersigned officer, personally appeared James W.
Brown, Secretary of the Department of General Services of the
Commonwealth of Pennsylvania, known to me (or satisfactorily
proven) to be the person described in the foregoing instrument,
and acknowledged that he executed the same in the capacity
therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I herunto set my hand and official
seal.

Gayle A. Minto
Notary Public
GAYLE A. MINTO, Notary Public
Harrisburg, Dauphin Co., Pa.
My Commission Expires Dec. 17, 1990

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TOTAL P.18

APPENDIX B

DISCLOSURES

The Phase 1 and Phase 2 Environmental Site Assessment reports may be reviewed or a copy may be obtained from DGS for a fee. Please contact the issuing office for a fee schedule to obtain a copy or to schedule a review of the environmental reports.