

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

**SOLICITATION # 94732**



Date of Issue:  
**June 12, 2015**

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



June 12, 2015

Re: Bid Offering for 149.96 +/- 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 Thursday, October 15<sup>th</sup>, 2015.** 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 #94732 – "New Castle Youth Development Center"**" on the outside of the mailer package. Bids must be received **3:00 PM, October 15, 2015**. All bids received after 3:00 PM, October 15, 2015, will be rejected, and returned. Bids will be opened on October 15, 2015, 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  
149.96 +/- 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 149.96 +/- acres of land**, 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 October 15, 2015**. 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 # 94732 – New Castle Youth Development Center”** on the outside of the mailer package. All bids received after 3:00 P.M. October 15, 2015, will be rejected, and returned.
4. Bids will be opened on **October 15, 2015**, 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. **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 legal description for the two parcels (Parcel First and Parcel Second) that make up the subject

property. This legal description was determined by a survey performed by Widmer Engineering in January of 2015. The total land area as determined by this survey is 149.96 +/- 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 # 94732**  
**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<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee<br><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.

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

|                                |
|--------------------------------|
| Social security number         |
| or                             |
| Employer identification number |

### 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 ▶

### 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 <sup>1</sup> | Generally, exempt payees 1 through 7 <sup>2</sup>  |

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, 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](http://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](http://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](http://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 <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)   | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law   | The actual owner <sup>1</sup>   |
| 5. Sole proprietorship or disregarded entity owned by an individual   | The owner <sup>3</sup>  |
| 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 <sup>4</sup>   |
| 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   |

<sup>1</sup>List 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.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You 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.

<sup>4</sup>List 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://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 \_\_\_\_\_, 2015

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

## BUYER IDENTITY DISCLOSURE

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

Date \_\_\_\_\_

**NAME OF BUYER:** \_\_\_\_\_

**BUYER FEDERAL I.D. #:** \_\_\_\_\_

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

\_\_\_ Corporation (Complete Section A)      \_\_\_ Partnership (Complete Section C)      \_\_\_ Sole Proprietor (Complete Section D)  
\_\_\_ Limited Liability Company (Complete Section B)      \_\_\_ Limited Liability Partnership (Complete Section C)

---

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

---

NAME: \_\_\_\_\_

TITLE: PRESIDENT \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PERCENTAGE OF STOCK: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: SECRETARY \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PERCENTAGE OF STOCK: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PERCENTAGE OF STOCK: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: VICE PRESIDENT \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PERCENTAGE OF STOCK: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: TREASURER \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PERCENTAGE OF STOCK: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PERCENTAGE OF STOCK: \_\_\_\_\_

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

---

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_  Member  Manager

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_  Member  Manager

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_  Member  Manager

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_  Member  Manager

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

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

---

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(GENERAL, LIMITED, SPECIAL)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(GENERAL, LIMITED, SPECIAL)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(GENERAL, LIMITED, SPECIAL)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(GENERAL, LIMITED, SPECIAL)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

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

---

BUSINESS NAME: \_\_\_\_\_

SIGNATURE OF SOLE PROPRIETOR/INDIVIDUAL/OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A**  
**“SAMPLE”**  
**AGREEMENT OF SALE**

***SAMPLE***

**AGREEMENT OF SALE**

**By and Between**

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

**AND**

---

**THIS AGREEMENT**, dated \_\_\_\_\_, 2015, 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 149.96-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 **\$ 2,800,000.00**, which shall be paid to Seller by Buyer as follows:

|    |   |                            |
|----|---|----------------------------|
| a. | A two percent (2%) bid guarantee which has already been paid  | \$ 56,000                  |
| b. | Cash or certified check within five (5) business days after Buyer receives this fully executed Agreement (8% of purchase price) | \$ 224,000                 |
| c. | Cash, certified check or cashier's check at time of Final Settlement and Delivery of the Deed                                   | \$ 2,520,000               |
|    | <b>Total</b>  | <b><u>\$ 2,800,000</u></b> |

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.



**Exhibit "A"**  
**PROPERTY LEGAL DESCRIPTION**

All those certain two parcels of land being situate in the Township of Shenango, County of Lawrence, Commonwealth of Pennsylvania being more fully described as follows:

Parcel First

Beginning at a point in the centerline of Frew Mill Road at the intersection of the herein described property and property now or formerly owned by Steve and Patricia Kokoruda; thence along property now or formerly of Steve and Patricia Kokoruda, North 00 degrees 24 minutes 38 seconds East a distance of 1141.96 feet to an iron pin; then along same North 88 degrees 57 minutes 22 seconds West a distance of 155.20 feet to an iron pin at property now or formerly of Sara and Frank Augustine; thence along property now or formerly of Sara and Frank Augustine North 00 degrees 24 minutes 38 seconds East a distance of 970.64 feet to a point in the center of County Line Road; thence along the centerline of County Line Road South 89 degrees 06 minutes 22 seconds East a distance of 2,926.59 feet to a point; thence along property now or formerly of the Greater New Castle Development Authority South 02 degrees 38 minutes 23 seconds West a distance of 1206.11 feet to a concrete monument; thence along same South 62 degrees 22 minutes 17 seconds West a distance of 420.02 feet to a concrete monument along the easterly right-of-way line of the former Baltimore and Ohio Railroad; thence along the easterly right-of-way of the former Baltimore and Ohio Railroad by a curve to the right having a radius of 1,005.40 feet an arc distance of 721.60 feet to an iron pin; thence along same South 27 degrees 14 minutes 31 seconds West a distance of 494.80 feet to an iron pin; thence along same by a curve to the left having a radius of 1,382.70 feet an arc distance of 186.78 feet to a point in the centerline of Frew Mill Road; thence along the centerline of Frew Mill Road the following courses and distances, North 77 degrees 07 minutes 22 seconds West a distance of 740.77 feet to a point; thence North 49 degrees 50 minutes 22 seconds West a distance of 482.14 feet to a point; thence North 54 degrees 21 minutes 22 seconds West a distance of 100.00 feet to a point; thence North 62 degrees 03 minutes 22 seconds West a distance of 100.00 feet to a point; thence North 69 degrees 35 minutes 22 seconds West 100.00 feet to a point; thence North 78 degrees 40 minutes 22 seconds West a distance of 100.00 feet to a point; thence North 85 degrees 32 minutes 22 seconds West a distance of 100.00 feet; thence North 89 degrees 36 minutes 22



seconds West a distance of 97.10 feet to a point; thence South 89 degrees 43 minutes 38 seconds West a distance of 327.24 to a point, the point of beginning. Said parcel having an area of 143.34 acres but subject to the 100 wide right-of-way of the former Baltimore and Ohio Railroad on the east, the right-of-way of Frew Mill Road on the south and the right-of-way of County Line Road on the north.

#### Parcel Second

Beginning at the centerline of Frew Mill Road at a point 100.73 feet from the easterly right-of-way line of the former Baltimore and Ohio Railroad; thence by land now or formerly of the Greater New Castle Development Corporation by a line parallel and 100.00 feet easterly of the easterly right-of-way line of the former Baltimore and Ohio Railroad by a curve to the right having a radius of 1,282.70 feet an arc length of 161.65 feet to an iron pin; thence by same North 27 degrees 14 minutes 31 seconds East a distance of 57.08 feet to an iron pin; thence along same South 86 degrees 55 minutes 31 seconds East a distance of 891.31 feet to an iron pin; thence along property now or formerly of Raymond Buchowski South 11 degrees 27 minutes 39 seconds East a distance of 214.04 feet to a point; thence along same South 11 degrees 34 minutes 42 seconds East a distance of 160.07 feet to the center of Frew Mill Road; thence along the centerline of Frew Mill Road North 86 degrees 34 minutes 22 seconds West a distance of 152.40 feet to a point; thence along same North 77 degrees 07 minutes 22 seconds West a distance of 926.74 feet to a point, the place of beginning. Said parcel having an area of 6.62 acres but subject to the right-of-way of Frew Mill Road on the south and the right-of-way of the Shenango Township Sewer Authority on the east.

**EXHIBIT “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.