

COMPLETE

AUCTIONEERING

SERVICE



REAL ESTATE AUCTION

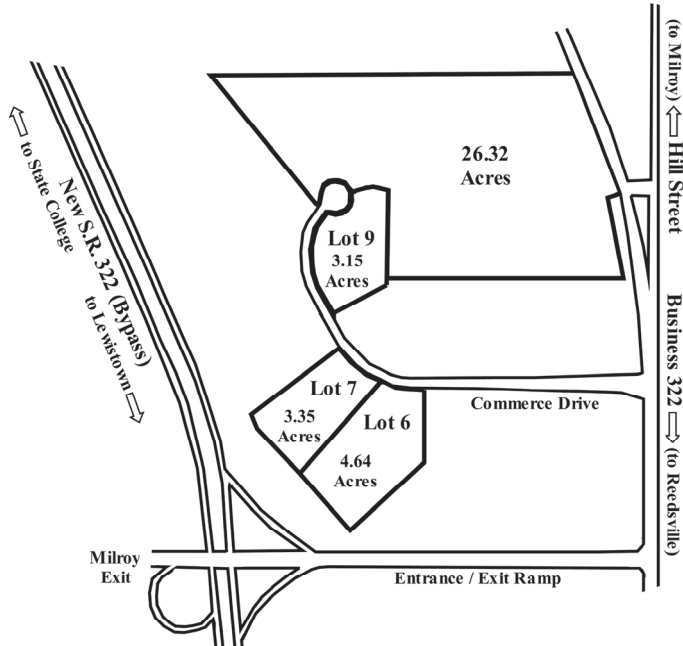
Friday, November 1, 2013 at 1:00pm

Held On-Site at Commerce Drive, Milroy PA, Armagh Township, Mifflin County, PA.

VALUABLE REAL ESTATE

The Armagh Business Park. Lots 6, 7, & 9 ranging in size from 3.2 to 4.6 acres. (A Great Investment Opportunity as one of these Lots 6, 7, or 9 will be Sold to the highest bidder regardless of price). Also to be offered is a 26.3 Acre Site which adjoins the Park and is also accessible from old Rt. 322 and Commerce Drive which travels thru the Business Park. The 26+- Acre Site has great potential for development for residential, commercial, or retirement village or personal care facility.

The Armagh Business Park is located 9 miles North of Lewistown and 25 miles South of State College and Penn State University. Located on the Milroy Exit of Rt 322 with daily Penn Dot Traffic Counts of 14,000 on Route 322, this property affords endless opportunities as this property has "NO ZONING".



Potential Uses include but are not limited to Auto Dealership, Bank, Church/Worship Center, Fast Food Drive Thrus, Office Complex, Office Supply, Appliance/Furniture, Tire Sales, Restaurant, Industrial, Mini Storage, Retail Sales, Wholesale Sales, Warehousing, and More.

The Business Park has deed covenants to protect your investment as well as infrastructure with Water, Sewer, 3 Phase Electric, NPDES Permit, Storm Water Management Facilities, & Township Street. The Park currently has Anchor Businesses of Tom's Truck Stop and Lerch RV Sales and Service. Other businesses located in the park are Best Western Motel, B & R Farm Supply, Dollar General, & Subway.

Terms: 10% down balance in 45 days. NO BUYERS PREMIUM. Sellers is offering 3% broker participation to any Realtor who registers a successful buyer per the terms of the Hassinger/Courtney Broker Participation agreement.

Don't miss this opportunity as the Sellers are retiring from the development business. One of lots 6, 7, or 9 will be sold at ABSOLUTE AUCTION with no Minimum or Reserve. The balance of the lots as well as the 26+- acre parcel will be sold subject to immediate seller confirmation.

For more information as well as a detailed informational packet contact auctioneers a 570-539-8791 or view online at www.hassingercourtney.com

KENNETH E. HASSINGER
330 Hassinger Way
McClure, PA 17841
(570) 658-3536 : AU-001532-L



NEIL A. COURTNEY
3442 Heister Valley Road
Richfield, PA 17086
(570) 539-8791 : AU-002651-L

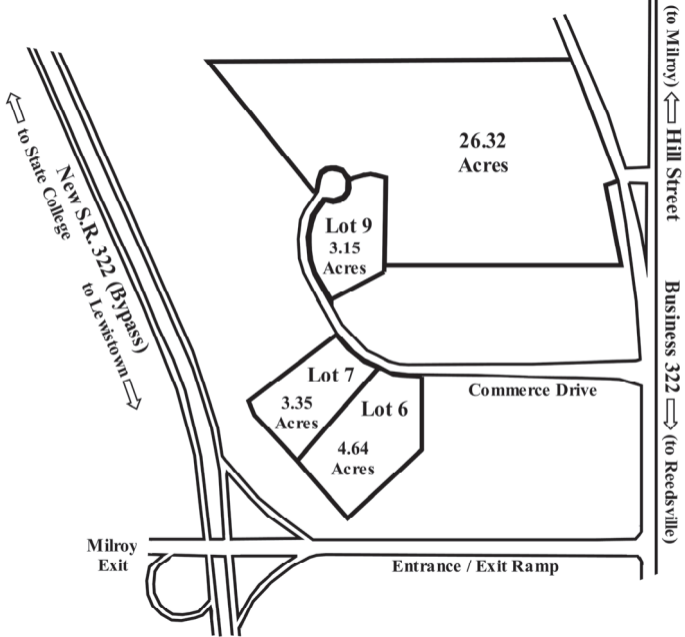
Information Packet Index

For Armagh Business Center, Commerce Drive, Milroy PA, Armagh Township, Mifflin County, PA

Friday, November 1, 2013 at 1:00pm

Page 1:	Flyer Cover
Page 2:	Index
Page 3:	Plot Plan
Page 4:	Penn Dot Traffic Count
Page 5-22:	Declaration of Covenants
Page 23-24:	NPDES Permit & Extension
Page 25-29:	NPDES Permit Transfer Application
Page 30:	Legal Description Lot 6
Page 31:	Legal Description Lot 7
Page 32:	Legal Description Lot 9
Page 33-36:	Deed 26.3 Acre Parcel
Page 37-38:	Tax Bills All Parcels
Page 39-54:	Terms & Conditions for auction as well as sales agreement

Disclaimer: The information contained herein is subject to verification by any parties relying on it. Although the Seller & Auctioneer have attempted to provide accurate information, neither the Seller nor the Auctioneers assume any liability for errors or omissions in the information provided both in the sales brochure or the information packet. The terms of sales & sales agreement shall be the final & only agreement between the Buyer & Seller.



(to Milroy) ⇐ Hill Street

Business 322 ⇐ (to Reedsville)

26.32
Acres

Lot 9
3.15
Acres

Lot 7
3.35
Acres

Lot 6
4.64
Acres

Commerce Drive

Milroy
Exit

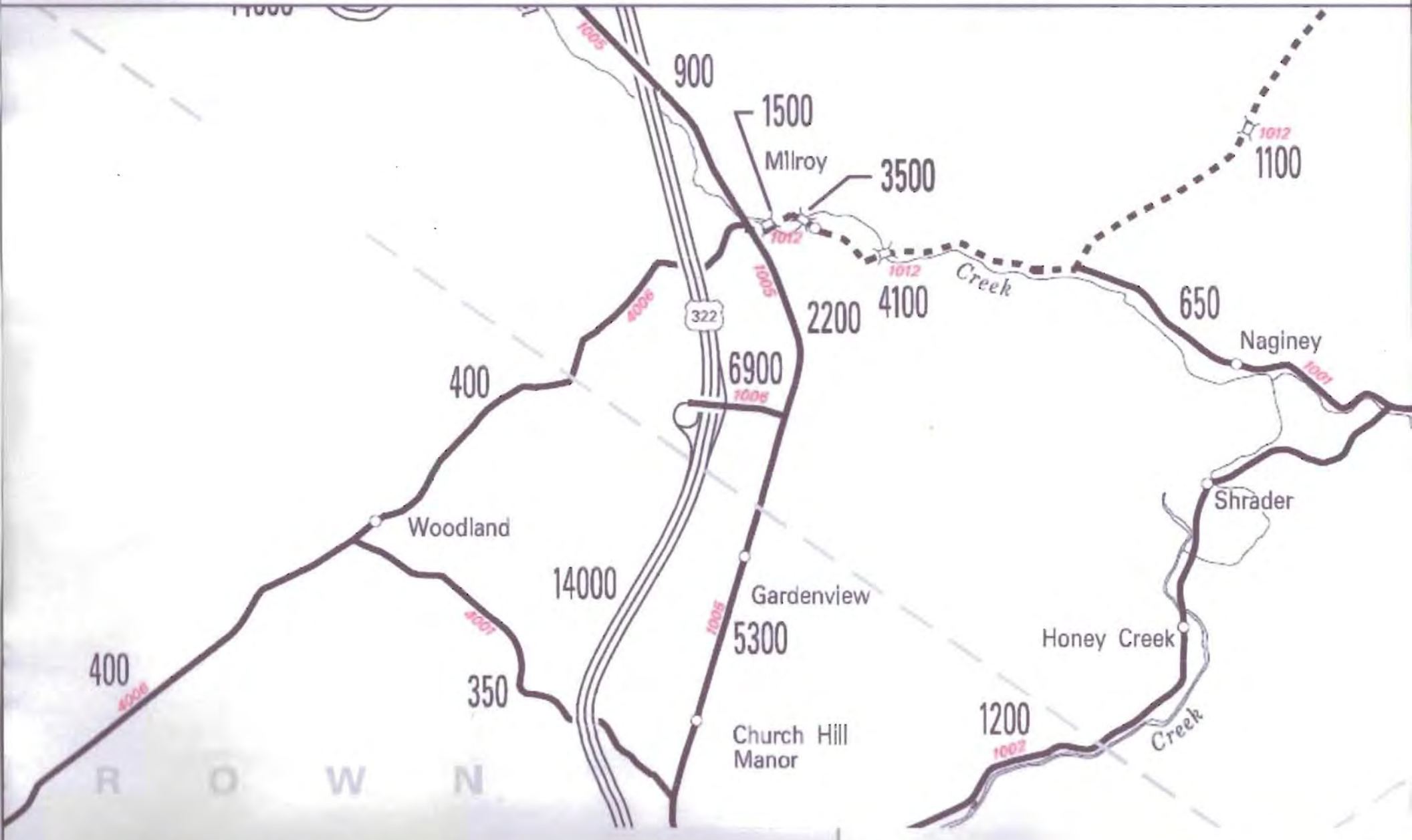
Entrance / Exit Ramp

⇐ to State College
New S.R. 322 (Bypass)
to Lewistown ⇐

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APR 29 3 56 PM '99

BARBARA A. STRINGER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ARMAGH BUSINESS CENTER SUBDIVISION
ARMAGH TOWNSHIP, MIFFLIN COUNTY, PENNSYLVANIA

This document is executed this 23rd day of April, 1999, by:
THOMAS F. SONGER, GARY E. MYERS, and JOHN G. HECKENDORN, a
Partnership, trading and doing business as MILROY ASSOCIATES, of State
College Borough, Centre County, Pennsylvania, or their heirs or assigns,
hereinafter called "Declarant."

Declarant is the owner and developer of premises being Parcel No.
2 consisting of 82.364 acres, situate in Armagh Township, Mifflin
County, acquired by Deed from William Miller Custer, dated May 29, 1997,
and recorded June 12, 1997, in Mifflin County Record Book 446 at page
1297, which premises will be subdivided and developed into lots together
with improvements, including streets.

Declarant hereby executes this Declaration which shall be deemed to
be a covenant running with the land and shall be binding upon and shall
inure to the benefit of the Owners of each of said subdivided lots as a
covenant attached to and as an incident to the ownership of each of said
lots.

This Declaration shall operate and be effective according to its
terms regardless of whether it be deemed a restrictive covenant, or an
imposition of personal obligations, or otherwise.

Accordingly, and intending to be legally bound hereby, and
intending to bind the current and all future Owners of the aforesaid
lots, Declarant hereby provides and declares as follows:

1. The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

a. "Property Owners Association" shall mean and refer to the association of Lot Owners in Armagh Business Center Subdivision, and any successors or assigns of that association.

b. "Lot" shall mean and refer to any plot of land shown upon one of the recorded subdivision plans of Armagh Business Center Subdivision.

c. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgage or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. The seller of any Lot under an agreement of sale shall have the right to require the buyer thereunder to assume the financial liability for subsequent assessments made hereunder, but until transfer of legal title such seller shall also remain obligated.

2. The Owners of the subdivided Lots, upon acquiring title to any Lot, shall automatically become members of the Property Owners Association. The Property Owners Association shall elect an Executive Board of three (3) members, which shall in turn elect Officers, including a President, vice president and secretary.

President and Vice President must be Lot Owners. All elections shall be by majority vote with each Lot having one vote for each acre owned, and the terms for Board members and Officers shall be one (1) year. The Executive Board shall be the governing body of the Property Owners Association and may incorporate under the laws of Pennsylvania, it if so desires. Attendance at any meeting of such Executive Board by two (2) or more members shall constitute a quorum.

3. The Property Owners Association shall be responsible, each Owner equally with all other Owners, for maintenance, repair, upkeep and replacement, if necessary, of the following common facilities, if any, on a recorded subdivision plan: street lights, sanitary/sewer pump station(s), vehicular and pedestrian circulation systems, drainage easements, drainage systems, and any other common structure unless any of the above are dedicated to the township or other applicable municipal authorities. All decisions regarding the work to be performed pursuant to that responsibility shall be made by a majority vote of the Executive Board.

4. The Executive Board shall assess all Owners, on a pro rata basis on acreage owned, for the cost of the obligations set forth herein. The Declarant, for each Lot owned by it within the Armagh Business Center Subdivision, and the Owners, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Property Owners Association the full amount of such assessments. The assessments shall be a charge on the land and shall be a continuing lien

upon the Lot against which the assessments are made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment(s) fell due.

5. The obligation set forth herein shall be binding on all Owners and on the Property Owners Association, its successors and assigns, unless such obligations, or any parts thereof may be assumed by Armagh Township or any other municipal authority. Such obligations may be enforced by any Owner and also may be enforced by Armagh Township. For purposes of the enforcement of any and all obligations created by these Covenants, Conditions and Restrictions, each Officer of the Executive Board shall have authority to accept service on behalf of the Property Owners Association.

6. Building Provisions. Each Lot in Armagh Business Center designated by the Declarant shall be conveyed **UNDER AND SUBJECT** to the following Covenants, Conditions and Restrictions which shall be construed as covenants running with the land, which each Owner by the acceptance of a deed from Declarant, on behalf of themselves, their executors, administrators, heirs and assigns, agrees to keep and perform:

a. Exterior lighting on all building sites shall be limited to signs and security and safety illumination of streets or roadways, parking lots, access drives and walks, building entrances, loading areas and service areas and

exterior lighting of overall building surfaces. All interior and exterior lighting must be arranged or shielded so as to avoid excessive glare or reflection onto any portion of any adjacent street or into the path of oncoming vehicles or onto any adjacent property. No flashing, traveling, animated or intermittent lighting shall be visible from the exterior of any building.

b. No mobile home, shack, or other temporary structure shall be kept, maintained or allowed on the premises.

c. No animals, livestock, horses, or poultry of any kind shall be raised, bred or kept on the premises except that animal hospitals and veterinary offices shall be permitted, provided that animals are, at all times, kept within the building. Typical household pets such as dogs and cats shall be permitted for lots developed for residential purposes.

d. Adult entertainment facilities of any type are strictly prohibited.

e. Lot coverage of buildings shall not exceed thirty (30%) percent of the gross Lot area. Lot coverage, including all buildings, sidewalks and paved area, i.e., impervious surfaces, shall not exceed eighty (80%) percent of the gross Lot area.

f. Each Owner shall refrain from interference with natural or man made drainage courses and swales along the roadways, or elsewhere.

g. All trash, garbage and refuse shall be stored in

covered receptacles and concealed from view by an enclosure or screening.

h. All parking, loading and unloading areas must be sufficient to serve the use being conducted on the Lot without using adjacent streets. All parking and access ways to be paved. Driveways must be twenty-five (25) feet from property line unless driveway access is shared by two adjoining lots. Areas used for outdoor display of goods offered for sale need not be paved. No unregistered motor vehicle shall remain on any Lot except those offered for sale or lease in the ordinary course of business.

i. It is mandatory that all surface drainage systems be reviewed and approved by all applicable state and local agencies.

j. Thirty-five (35) foot green space set back from property line for all areas fronting a proposed street and old Route 322. Five (5) foot green space for other abutting property such as side and rear yards. Fences, hedges or walls permitted in green space setback areas but not parking.

k. Forty-five (45) foot building height limit.

l. Storage of outside materials to be screened.

m. Dismantling of motor vehicles and storage of dismantled vehicles shall be performed within an enclosed building.

n. All Owners must connect to public water and sewer.

o. *Any vacant portion of lot to be planted in grass or similar vegetation. Mowing of lawn no less often than when*

the grass is more than six (6) inches high; if the Property is unimproved, weeds must be kept cut below twelve (12) inches, unless in crops.

p. Declarant may designate one or more areas for highway visible signs and may regulate the size, height, illumination, and number of signs on any Lot.

q. Buildings comprised of all metal exterior are prohibited. Some amount of masonry, drivit, stucco, wood siding or vinyl siding will be required.

r. No building shall be erected on the Land, or any additions or alterations made to the exterior of any building now or hereafter existing on the Land, or any lighting, drainage, landscaping, paving or other changes made to the use or exterior appearance of any portion of the Land, unless two (2) sets of the architectural drawings and specifications accompanying those drawings shall have been submitted to and approved for general arrangement and design by the Declarant in writing. The Declarant shall retain one set of drawings and specifications, shall mark the other set as "approved" or "disapproved" with the reasons therefore and return it to the Lot Owner submitting the documents. The procedure to be used if changes are requested in any plans or specifications previously approved shall be the same, except that the time period for approval or denial of such changes shall be ten (10) days. The Declarant shall not unreasonably withhold such

approval.

s. After receipt of the plans and specifications, Declarant shall approve or disapprove the same within thirty (30) days. Declarant may approve in part and disapprove in part, or otherwise qualify such approval.

All site Plans shall show the following:

- i. existing topography;
- ii. professionally prepared plans of all proposed structures including their locations relative to property lines;
- iii. landscaping plans;
- iv. proposed parking lots, driveways and sidewalks;
- v. outdoor lighting and signage details;
- vi. finished grade contours and "spot" elevations for all graded areas;
- vii. erosion control measures that will be constructed to control water runoff until new ground is established, and on a permanent basis thereafter;
- viii. the scale of the plan is to be 1" = 20' or 1" = 50'; and

Declarant shall have the right to approve or disapprove any such plans or specifications, all grading, landscaping, drainage, and lighting, and shall have the right to require whatever screening Declarant deems suitable.

t. The Declarant shall not be liable for damages to anyone submitting any plans or request for approval, or to any Owner or person affected by these Covenants by reason of

mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every Owner who submits any plans or request to the Declarant for approval agrees, by submission thereof, and every Owner or person agrees by acquiring title thereto, that it will not bring any such action or suit to recover any such damages.

u. Declarant shall have the express power and the right to enjoin the construction of any structure or other improvement and to order the removal of any structure or improvement on any Lot when approval for the said construction or other improvement shall not have been obtained in strict compliance with the provisions hereof, and to take such other remedies as are available to Declarant, in law or equity.

v. Declarant shall have the right to grant and convey all of its rights to enforce these Covenants, Conditions, Restrictions and Easements to another person or persons. Upon such conveyance and grant, the person or persons shall have and shall succeed to all rights and duties with the same power as the original Declarant.

7. Declarant's Reserved Rights to Property

a. Withdrawal of Land. Declarant may, but shall have no obligation to, withdraw at any time or from time to time portions of the land described in Exhibit A provided only that the withdrawal of lands as aforesaid shall not, without the

joinder or consent of a majority of the Members of the Association, materially increase the prorata share of expenses of the Association payable by the Owners remaining subject hereto after such withdrawal. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Mifflin County, Pennsylvania, a supplementary Declaration with respect to the lands to be withdrawn.

b. Platting and Subdivision Restrictions. The Declarant shall be entitled at any time and from time to time, to plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

c. Public Roads — Easements. The Declarant reserves the right from time to time hereafter to delineate, plat, grant or reserve within the remainder of Armagh Business Center Subdivision not hereby conveyed such public streets, sanitary sewer lines, sanitary sewer pump station(s), water lines, roads, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as it may deem necessary or desirable for the development of Armagh Business Center Subdivision (and from time to time to change the location of the same) free and clear of these Covenants and Restrictions and to dedicate the same to public use or to grant the same to any governing municipal or regulatory

authority, including any appropriate public utility corporations.

8. Invalidity of any of these Covenants, Conditions and Restrictions by judgment, or court order, shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

9. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land and Owner of each Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

10. These Covenants, Conditions and Restrictions shall remain in full force and effect until December 31, 2030, and may be enforced by any Owner or the Property Owners Association.

11. Use Restriction. Excepting for Lot #5, all lots will be restricted in future deeds in perpetuity against use as a convenience food store and/or the sale, to the public, of petroleum products distributed via pumps.

IN WITNESS WHEREOF, the Declarant caused the execution hereof this

23rd day of April, 1998 gpm

Witness:

Susan Bollman

Susan Bollman

Susan Bollman

MILROY ASSOCIATES

By: Thomas F. Songer
Thomas F. Songer, Partner

By: Gary E. Myers
Gary E. Myers, Partner

By: John G. Heckendorn
John G. Heckendorn, Partner

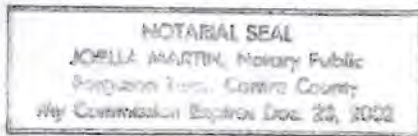
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CENTRE

SS:

On this 23rd day of April, 1998, before me, a notary public, the undersigned officer, personally appeared THOMAS F. SONGER, GARY E. MYERS and JOHN G. HECKENDORN, Partners of MILTON ASSOCIATES, known to me (or satisfactorily proven) to be the persons whose names are is subscribed to the within indenture, and acknowledged that they executed the same for the purpose therein contained.

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



Joella Martin
Notary Public

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MIFFLIN

SS:

Recorded in the Office of the Recorder of Deeds in and for said County on the 29th day of April, 1999, in Record Book 468 at page 3311.

WITNESS the hand and seal of said office the day and year aforesaid.

Bonnie J. Filsen, Deputy
Recorder

FREDRICK FARBER
ATTORNEY AT LAW
110 REGENT COURT, SUITE 202
STATE COLLEGE, PENNSYLVANIA 16801

814-238-0760

EXHIBIT A
LEGAL DESCRIPTION

ALL that certain tract of land situated in the Township of Armagh, County of Mifflin, and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at an existing iron pin, being a southerly corner of lands owned now or formerly by the Municipal Authority of the Borough of Lewistown, (Tax Parcel 12-02-106C, Deed Book 334, Page 64) and lying in a westerly right-of-way line of Old S.R. 0322 Business Rt. 322 (Variable right-of-way); thence along said right-of-way, along a curve to the right, having chord bearing of South $03^{\circ} 47' 28''$ West, a chord distance of 1,353.75 feet, a radius of 3,844.40 feet, an arc length of 1,366.87 feet to an iron pin found; thence continuing along said right-of-way, South $17^{\circ} 33' 28''$ West, 223.06 feet to an iron pin to be set; thence continuing along said right-of-way, North $72^{\circ} 26' 32''$ West, 15.00 feet to an iron pin to be set; thence continuing along said right-of-way, South $17^{\circ} 33' 28''$ West, 509.06 feet to an iron pin to be set, lying in said right-of-way and being an easterly corner of lands owned now or formerly by the Mifflin County Industrial Development Authority, c/o Echo Industries, (Tax Map Parcel 12-02-106A, Deed Book 342, Page 726); thence along said lands North $72^{\circ} 41' 16''$ West, 440.69 feet to an iron pin found, being a northerly corner of said lands and being an easterly corner of lands owned now or formerly by Korle N. & Nancy L. Hostetler, (Tax Parcel 12-2-102, Deed Book 433, Page 2517); thence along said lands, North $32^{\circ} 17' 19''$ West, 648.83 feet to an iron pin found; thence continuing along said lands, South $65^{\circ} 48' 38''$ West, 483.23 feet to an iron pin found; thence continuing along said lands, North $24^{\circ} 39' 05''$ West, 602.76 feet to an iron pin to be set, being a northerly corner of the Hostetler lands and lying in an easterly right-of-way line of S.R. 0322 By-Pass (Variable right-of-way); thence along the S.R. 0322 By-Pass right-of-way, North $10^{\circ} 20' 24''$ West, 462.95 feet to an iron pin to be set; thence continuing along said right-of-way, North $05^{\circ} 49' 22''$ West, 351.92 feet to an iron pin to be set; thence continuing along said right-of-way, North $09^{\circ} 52' 27''$ West, 477.81 feet to an iron pin to be set; thence North $07^{\circ} 40' 14''$ West, 356.49 feet to an iron pin to be set; thence continuing along said right-of-way, North $10^{\circ} 46' 34''$ West, 3.24 feet to an iron pin to be set, lying in an easterly right-of-way line of S.R. 0322 and being a southerly corner of lands owned now or formerly of Rufus J. & Mary M. Hostetler, (Tax Parcel 12-02-104A, Deed Book 242, Page 732); thence along said lands, South $73^{\circ} 20' 32''$ East, 586.53 feet to an iron pin to be set, being an easterly corner of the Hostetler lands and being a southerly corner of the Municipal Authority of the Borough of Lewistown lands; thence along said lands, South $73^{\circ} 00' 00''$ East, 1,538.43 feet to an iron pin, being the place of beginning.

CONTAINING 82.364 acres, more or less.

BEING Existing Parcel #2 (Proposed Parcel #2R and Parcel #2RR) as shown on a plan entitled, "Final Subdivision Plan, Lands of Milroy Associates, Final Plan for 3 Lot Subdivision of Tax Parcel 12-02-106," prepared by Accadia, State College, Pennsylvania, dated January 13, 1999, last revised February 15, 1999, and recorded March 10, 1999, in Mifflin County Plat Book 19 at page 59. [Note: This Parcel is the same as previously shown as Parcel #2, as shown on a Plan entitled, "Perimeter Survey for the lands owned now or formerly by William Miller Custer, Tax Map Parcel No. 12-02-106," dated June 6, 1997, by PennTerra Engineering, Inc., State College, Pennsylvania.

BEING Parcel No. 2 conveyed unto Milroy Associates by Deed of William Miller Custer dated May 29, 1997, and recorded June 12, 1997, in Mifflin County Record Book 446 at page 1297.

UNDER AND SUBJECT, NEVERTHELESS, to existing easements, restrictions, covenants, and conditions of record.

FILED 15.50 Pd.

REC'D
J. Neckendorn
Dec 29 2 08 PM '99
132230
DARE. F. ...
RGER

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
ARMAGH BUSINESS CENTRE SUBDIVISION
ARMAGH TOWNSHIP, MIFFLIN COUNTY, PENNSYLVANIA

009266

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Armagh Business Center Subdivision (as recorded on April 29, 1999, in Mifflin County Record Book 468 at page 3311) provides for additional building (land development) provisions (paragraph number 6), specifically as follows:

- 6w. Parking shall not be permitted within five (5) feet of any storm water basin easement
- 6x. Secondary electric, telephone communications, and television cable from Declarant erected poles must be installed underground from said poles(s) to any improvement upon a lot, including but not limited to buildings, outdoor lights, and accessory structures.
- 6y. All driveways connecting to Commerce Drive must be constructed at least 25 feet from any lot line intersecting Commerce Drive. (see Exhibit A)
- 6z. If Armagh Township requires storm water basins to be screened and/or fenced, the Declarant shall formulate uniform specifications to which each lot owner shall comply. Furthermore, Declarant may declare that the maintenance, repair, upkeep and replacement of such screening an/or fencing become the responsibility of the Property Owners Association

IN WITNESS WHEREOF, the Declarant, Edward W. Lerch, Nancy J. Lerch, and UNI-MARTS, INC., caused the execution hereof this 17th day of DECEMBER, 1999.

WITNESS:

MILROY ASSOCIATES

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

By: *Thomas F. Songer*
Thomas F. Songer, Partner

By: *Gary E. Myers*
Gary E. Myers, Partner

By: *John G. Heckendorn*
John G. Heckendorn, Partner

Armond Aquilino

EDWARD W. LERCH
Edward W. Lerch

Armond Aquilino

NANCY J. LERCH
Nancy J. Lerch

ATTEST
[Signature]
SECRETARY

UNI-MARTS, INC.
By: *[Signature]* CEO

COMMONWEALTH OF PENNSYLVANIA }
 }
 } SS:
COUNTY OF CENTRE }

On this 16th day of NOVEMBER, 1999, before me, a notary public, the undersigned officer, personally appeared THOMAS F. SONGER, GARY E. MYERS and JOHN G. HECKENDORN, Partners of MILROY ASSOCIATES, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within indenture, and acknowledged that they executed the same for the purpose therein contained.

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



Notarial Seal
Sally A. Lenker, Notary Public
State College Boro, Centre County
My Commission Expires Oct. 6, 2003
Member, Pennsylvania Association of Notaries

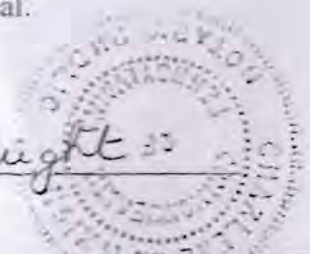
Sally A. Lenker
Notary Public

COMMONWEALTH OF PENNSYLVANIA }
 }
 } SS:
COUNTY OF CENTRE }

On this 8th day of December, 1999, before me, a notary public, the undersigned officer, personally appeared EDWARD W. LERCH and NANCY J. LERCH, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within indenture, and acknowledged that they executed the same for the purpose therein contained.

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

Charlene M. Wright
Notary Public



Notarial Seal
Charlene M. Wright, Notary Public
Granville Twp., Mifflin County
My Commission Expires Nov. 12, 2001

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF Centre } SS:

On this 17 day of December, 1999, before me, a notary public, the undersigned officer, personally appeared Henry D. Sahakian, who acknowledged himself to be the CEO/President of Uni-Marts, Inc., and that he, as such CEO/President being authorized so to do, executed the forgoing indenture for the purposes therein contained, by signing the name of the Corporation by himself as CEO/President.

IN WITNESS WHEREOF, I have hereunto set my had and notarial seal.

Patricia L. Lutz
Notary Public Notarial Seal
Patricia L. Lutz, Notary Public
State College Boro, Centre County
My Commission Expires Aug. 25, 2003

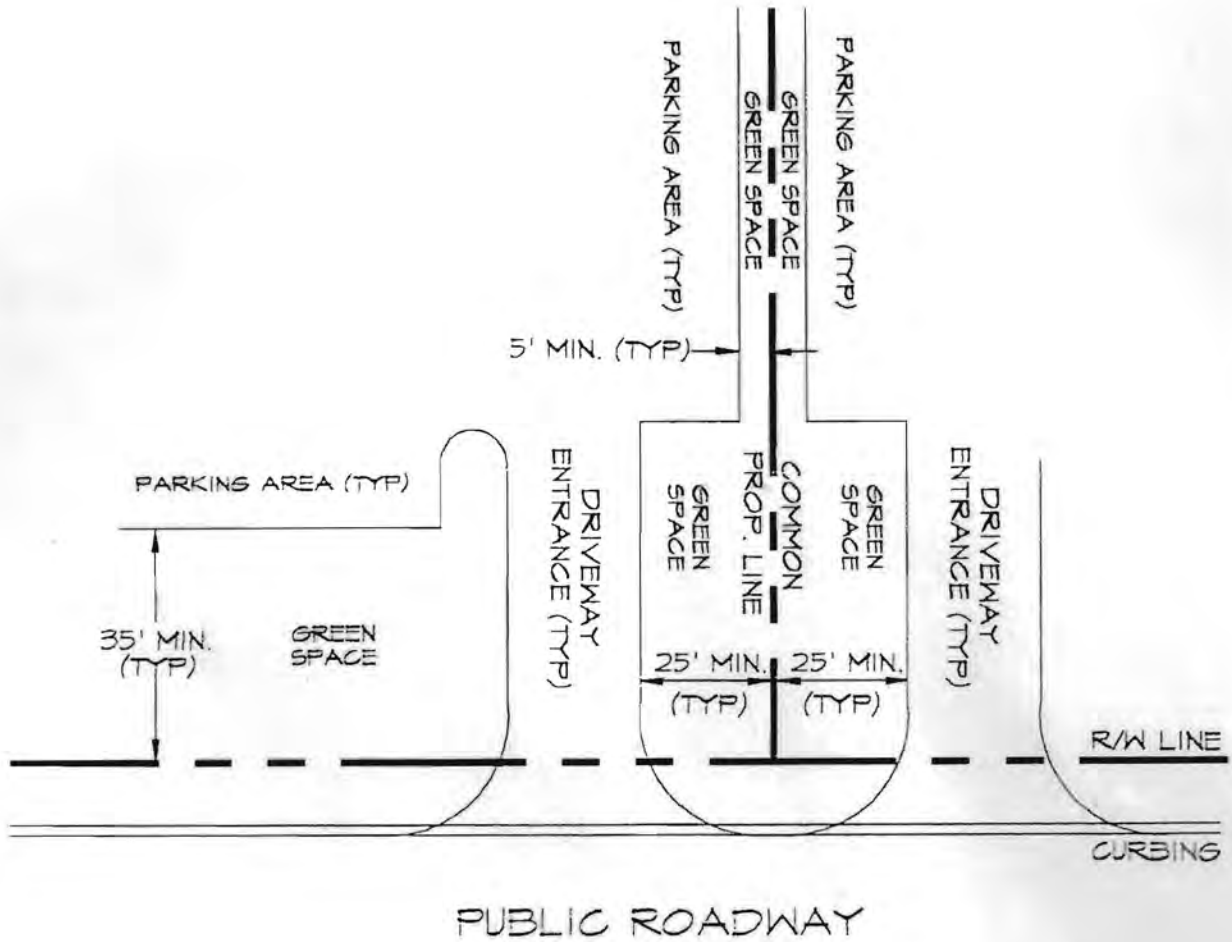
COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF MIFFLIN } SS:

Recorded in the Office of the Recorder of Deeds in and for said County on the 29th day Dec., 1999, in Record Book 476 at page 2527.

WITNESS the hand and seal of said office the day and year aforesaid.

Bonnie J. Filson, Deputy
Recorder

Return to J. Heckendorn
269 Waring Ave
State college, Pa. 16801



TYPICAL DRIVEWAY / PARKING SETBACK ILLUSTRATION

NOT TO SCALE

NOTE: 25' MIN. SEPERATION FOR DRIVEWAY, UNLESS SHARED COMMON ENTRANCE IS UTILIZED BY THE ADJOINING LOT

ARMAGH BUSINESS CENTER
EXHIBIT "A"

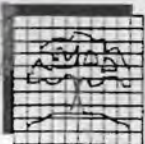
ARMAGH TOWNSHIP * MIFFLIN COUNTY * PENNSYLVANIA
NOVEMBER, 1, 1999

DRIVEWAY-EXH-A
Acad Dwg

98017
Project No.
Sheet No.

N.T.S
Scale

1 of 1



Accadia

3006 RESEARCH DRIVE -- SUITE B-3
STATE COLLEGE, PENNSYLVANIA 16801

PHONE:
FAX:
E-MAIL:

(814)-231-2800
(814)-231-2802
AccadiaOff@aol.com



pennsylvania

DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATERSHED MANAGEMENT PROGRAM

OCT 25 2010

Mr. Thomas Songer
Milroy Associates
269 Waring Avenue
State College, PA 16801

Re: Stormwater Discharge Permit
Armagh Business Center
DEP File No. PAS-10-4505-R
Armagh Township, Mifflin County

Dear Mr. Songer:

Enclosed is the executed copy of your NPDES Permit for Stormwater Discharge.

Periodic inspections of the erosion and sedimentation control facilities will be made by a Department of Environmental Protection (DEP) representative. The approved Erosion and Sedimentation Control (E&S) plan must be available at the site of the earthmoving activity at all times. The control measures and facilities must be maintained for adequate erosion and sediment control.

Permit requirements and federal regulations at 40 CFR Section 122.21(b) require "when a facility or activity is owned by one person but is operated by another person, it is the operator's duty to obtain a permit." Please be advised that once a contractor has been selected for the project, the permit must either be transferred to the contractor or the contractor must be made a co-permittee.

Enclosed is a Notice of Termination form to complete and file when construction activities have ceased and final stabilization has been achieved.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa. C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, PO Box 8457, Harrisburg, PA 17105-8457, 717.787.3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800.654.5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. Copies of the appeal form and the Board's rules of practice and procedure may be obtained from the Board. The appeal form and the Board's rules of practice and procedure are also available in braille or on audiotape from the Secretary to the Board at 717.787.3483. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT

APPROVAL OF COVERAGE UNDER
THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) INDIVIDUAL
PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES

NPDES PERMIT NO: PAS-10-4505-R PRIMARY FACILITY ID: 728683
AUTHORIZATION NO: 826897 SUBFACILITY ID: 1010326
APS NO.: 715415

SITE/PROJECT NAME & ADDRESS		PERMITTEE NAME & ADDRESS	
Name:	<u>Armagh Business Center</u>	Name:	<u>Milroy Associates</u>
Location:	<u>Armagh Township, Mifflin County</u>	Client ID:	<u>135504</u>
Address:	<u>Commerce Drive</u>	Address:	<u>269 Waring Avenue</u>
City, State, Zip:	<u>Milroy, PA 17063</u>	City, State, Zip:	<u>State College, PA 16801</u>
Phone:		Phone:	<u>814-237-0096</u>

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 et seq. ("the Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 et seq., the Department of Environmental Protection hereby approves the discharge of stormwater to the following surface water(s) unnamed tributary to Laurel Creek (HQ-CWF) and an unnamed tributary to Tea Creek (HQ-CWF)

from a: 1 acre to less than 5-acre project with a point source (or) 5-acre or larger project

subject to all effluent limitations, monitoring and reporting requirements and other terms, conditions, criteria and special requirements for the discharge of stormwater from sources composed entirely of stormwater associated, in whole or in part, with construction activity, as defined in this permit, to surface waters of the Commonwealth, including municipal separate storm sewers and non-municipal separate storm sewer.

APPROVAL TO DISCHARGE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREIN MAY COMMENCE ON THE DATE OF THE APPROVAL OF COVERAGE, AND IS VALID FOR A PERIOD OF FIVE YEARS WHEN CONDUCTED PURSUANT TO SUCH TERMS AND CONDITIONS. COVERAGE MAY BE EXTENDED BY THE DEPARTMENT IF A TIMELY ADMINISTRATIVELY COMPLETE AND ACCEPTABLE PERMIT RENEWAL IS SUBMITTED TO THE DEPARTMENT AT LEAST 180 DAYS PRIOR TO DATE OF COVERAGE TERMINATION, UNLESS PERMISSION FOR SUBMISSION AT A LATER DATE HAS BEEN GRANTED BY THE DEPARTMENT. THE PERMIT MAY BE TERMINATED PRIOR TO THE EXPIRATION DATE UPON NOTICE TO AND APPROVAL BY THE DEPARTMENT. NO CONDITION OF THIS PERMIT SHALL RELEASE THE PERMITTEE OR CO-PERMITTEE FROM ANY RESPONSIBILITY OR REQUIREMENT UNDER PENNSYLVANIA, OR FEDERAL ENVIRONMENTAL STATUES AND REGULATIONS, OR LOCAL ORDINANCES.

COVERAGE APPROVAL DATE: OCT 25 2010 COVERAGE EXPIRATION DATE: OCT 25 2015

AUTHORIZED BY: *James A. Smith* TITLE: Program Manager, Water Management Program

D. TRANSFEREE/CO-PERMITTEE INFORMATION

DEP Client ID# (if known)		Applicant Type / Code (if known)		
Organization Name or Registered Fictitious Name		Employer ID# (EIN)	Contact Person	
Individual Last Name	First Name	MI	Suffix	SSN
Additional Individual Last Name	First Name	MI	Suffix	SSN
Mailing Address Street				
City	State	ZIP+4	County	Phone

E. COMPLIANCE REVIEW

Yes No Does the applicant (owner and/or operator) have or require other environmental permits issued by the Department for this project? If yes, list each permit and the compliance history of the permitted facility or operation.

Permit Program: _____
 Permit Number: _____
 Brief Description: _____
 Compliance History: _____

If the applicant is not in compliance with any environmental law or regulation, or Department permit, order or schedule of compliance, or has failed and continues to fail to comply, or has shown a lack of ability or intent to comply with environmental laws or regulations or any Department permit, order, or schedule of compliance, as indicated by past or continuing violations, provide a narrative description of how the applicant will achieve compliance including the appropriate milestones.

F. CERTIFICATION AND SIGNATURE OF APPLICANT

Applicant Certification

I certify under penalty of law that this application and all related attachments were prepared by me or under my direction or supervision by qualified personnel to properly gather and evaluate the information submitted. Based on my own knowledge and on inquiry of the person or persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. The responsible official's signature also verifies that the activity is eligible to participate in the General or Individual NPDES Permit, and BMP's and other controls are or will be implemented to ensure that water quality standards and effluent limits are attained. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment or both for knowing violations.

Print Name and Title of Person Signing

() _____
Telephone Number of Person Signing

Signature of Applicant

Date of Application Signed

Notarization:
Sworn to and Subscribed to Before Me This
Day of _____, 20____

**NOTARY
SEAL**

Commonwealth of Pennsylvania
County of _____

Notary Public

My Commission Expires: _____

CO-PERMITTEE AGREEMENT ASSUMPTION OF RESPONSIBILITY UNDER A GENERAL OR INDIVIDUAL NPDES PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES

	(Permit Number)
	(Name of Facility/Project)
	(Municipality)
	(County)

The following parties agree to a change in ownership and/or operational control under the above referenced permit effective _____ (date) _____.

_____ (New Co-Permittee name and address) hereby assumes joint and severable responsibility, coverage, and liability under the permit for any obligations, duties, responsibilities and violations under said permit. _____ (Current Permittee) shall remain liable under the permit for violations of the permit conditions up to and including the above referenced date AND until a Notice of Termination is filed and acknowledged by the (Conservation District OR DEP Regional Office).

[The following paragraph should be used for multiple co-permittees.]

Attached is a description of site responsibilities and a map or plan drawing depicting the limits of permit responsibility, coverage, and liability for each co-permittee.

 (Current Permittee(s))
 (Company Name, if applicable)

 (New Co-permittee(s))

**INSTRUCTIONS FOR THE
TRANSFeree / CO-PERMITTEE APPLICATION FORM FOR A GENERAL OR INDIVIDUAL NPDES PERMIT
FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES**

Who may file the Transferee/Co-Permittee Application Form: This form may be used by an applicant seeking to apply for either complete or partial operational control of earth disturbance activities at a site which are already authorized by either an Individual or General NPDES Permit. Federal NPDES Regulations at 40 C.F.R. §122.21(b) require that Operator(s) must become a permittee. An operator is a person who meets either of the following criteria: 1.) You have operational control of construction project plans and specifications, including the ability to make modifications to those plans and specifications; **OR** 2.) You have day-to-day operational control (supervision) of those activities at the project that are necessary to ensure compliance with the Erosion and Sediment Control Plan for the site or ensure compliance with other permit conditions, i.e., General Contractors. Subcontractors generally do not have supervisory control over earth disturbance activities and therefore usually **should not** become a permittee or co-permittee. If prior to construction activities, there is no operator, the owner must apply for the permit. Once the operator has been selected, the operator must use this application either to be made a co-permittee or to have the permit transferred to the contractor. **Failure of the operator to be added to the permit is a violation of federal and state law and regulation.**

Where to file the Transferee/Co-Permittee Application Form: Send this form to the reviewing entity, either to the local county conservation district that is participating as the reviewing entity or, if the Department is the reviewing entity, to the appropriate DEP regional office, Soils and Waterways Section.

When to file the Application: This application must be filed at least 30 days prior to the proposed change of ownership and/or operational control which will result in the transfer of permit responsibility, coverage and liability.

Completing the Application: TYPE OR PRINT IN BLOCK LETTERS IN THE APPROPRIATE SPACES

- Section A. Permit Information** – Check the appropriate box and enter the Permit Number and date of issuance of the existing Individual or General NPDES Permit assigned to the construction activity at the site identified in Section C below.
- Section B. Current Permittee Information** - Enter the full name, address and telephone number of the individual or organization and contact person that is the current permittee. The Regional Office can supply the Client ID # and Applicant Code, if known.
- Section C. Site Information** - Enter the DEP Site ID#, site name, site address/location, county and municipality of the site where the construction activity authorized by the NPDES Permit is located. Include the date on which the transfer of Permit responsibility, coverage and liability will occur. The Regional Office can supply the Site ID #.
- Section D. Transferee/Co-Permittee Information** - Enter the full name, address and telephone number of the individual or organization and contact person that is applying to assume operational control of construction activities at the site. The Regional Office can supply the Client ID # and Applicant Code, if known.
- Section E. Compliance Review** - The individual or organization referenced in Section D must indicate if any other environmental permits have been received or are pending from DEP as well as their past compliance history and if they are currently in compliance with environmental laws, rules and regulations, permits, orders and schedules of compliance.
- Section F. Certification and Signature of Applicant** - The new Transferee/Co-Permittee Applicant (named in Section D) must complete the required certification that the information contained in this application is true, accurate, and complete; the BMPs are or will be designed and fully implemented in accordance with the NPDES Permit requirements and will meet the applicable standards and limitations of the permit; and further that the applicant has read, understands and agrees to abide by the terms and conditions of the permit. The application shall be signed as follows:
- a. **For a corporation** – By a responsible corporate officer, which means: (1) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or (2) The manager of one or more manufacturing, production or operating facilities if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;
 - b. **For a partnership or sole proprietorship** – By a general partner or the proprietor, respectively; or
 - c. **For a municipality, State, Federal or other public agency** – by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes: (1) the chief executive officer of the agency, or (2) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA).

The application shall be notarized in the space provided.

Accadia

3006 Research Drive – Suite B-3

State College, PA 16801

Phone: (814)-231-2800 Fax: (814)-231-2802 E-Mail: AccadiaOff@aol.com

40 COMMERCE DRIVE
PART OF TAX PARCEL 12,02-01600-000

LEGAL DESCRIPTION

Lot No. 6 of Armagh Business Center

All that certain tract of land situated in Armagh Township, Mifflin County, Pennsylvania, being Lot No. 6, as shown on subdivision plan entitled "Final Subdivision Plan – Phase 1 -- Armagh Business Center", dated, July 8, 1999, prepared by Accadia and recorded January 12, 2000 in PB 20, Page 01 at the Mifflin County Recorder of Deeds; being bounded and described as follows:

Beginning at a point, being the Northeast property corner of Lot 6, along Lot 2RR owned by Uni-Marts, Inc. S 17° 33' 28" W for a distance of 316.83 feet to a point; thence along lands owned by Korle N. & Nancy L. Hostetler S 65° 48' 38" W for a distance of 443.86 to and iron pin; thence along the Northwest property line of Lot 6 N 24° 39' 05" W for a distance of 325.36 feet to a point; thence along the common property line of Lot 7 N 59° 11' 35" E for a distance of 539.22 feet to the point; thence along the western right-of-way of Commerce Drive, a 50 foot right-of-way, thence along said right-of-way curve with a radius of 425.00 feet, a tangent length of 83.55 feet, an angle of 22° 14' 39" a chord bearing of S 61° 19' 13" E and a chord distance of 163.96 feet to a point; thence continuing along said curve S 72° 26' 32" E for a distance of 30.62 feet to the point of beginning.

The above described parcel contains 4.64 acres and is subject to the following;

- A. 10' wide Utility Easement
- B. 10' wide Sign Access Easement

Prepared: 3-19-01 rev.

CLL/cll

Project No. 98017-6

Accadia

3006 Research Drive – Suite B-3

State College, PA 16801

Phone: (814)-231-2800 Fax: (814)-231-2802 E-Mail: AccadiaOff@aol.com

50 COMMERCE DRIVE
PART OF TAX PARCEL 12,02-01800,000

LEGAL DESCRIPTION

Lot No. 7 of Armagh Business Center

All that certain tract of land situated in Armagh Township, Mifflin County, Pennsylvania, being Lot No. 7, as shown on subdivision plan entitled "Final Subdivision Plan – Phase 1 -- Armagh Business Center", dated, July 8, 1999, prepared by Accadia and recorded January 12, 2000 in PB 20, Page 01 at the Mifflin County Recorder of Deeds; being bounded and described as follows:

Beginning at a point, being the Northeast property corner of Lot 7, thence along the common property line of Lot 6 S 59° 11' 35" W for a distance of 539.22 feet to a point; thence along the common property line of Lot 7 N 24° 39' 05" W for a distance of 277.40 feet to an iron pin; thence continuing along said property line N 10° 20' 24" W for a distance 58.46 feet to a point; thence along the common property line of Lot 8 N 69° 28' 34" E for a distance of 485.35 feet to a point; thence lying to the west of Commerce Drive a 50 foot right-of-way, a curve with a radius of 425.00 feet, a tangent length of 127.47 feet, an angle of 33° 23' 31", a chord bearing S 33° 30' 08" E and a chord distance of 244.20 feet to the point of beginning.

The above described parcel contains 3.35 acres and is subject to the following;

- A. 10' wide Utility Easement
- B. Stormwater Basin B (130' Easement)
- C. 20' wide stormwater easement along the rear property line.

Prepared: 3-20-01 rev.

CLL/cll

Project No. 98017-6

Accadia

3006 Research Drive – Suite B-3

State College, PA 16801

Phone: (814)-231-2800 Fax: (814)-231-2802 E-Mail: AccadiaOff@aol.com

65 COMMERCE DRIVE
PANKOPAT PARCEL 12,02-0160D-000

LEGAL DESCRIPTION

Lot No. 9 of Armagh Business Center

All that certain tract of land situated in Armagh Township, Mifflin County, Pennsylvania, being Lot No. 9, as shown on subdivision plan entitled "Final Subdivision Plan – Phase 1 -- Armagh Business Center", dated, July 8, 1999, prepared by Accadia and recorded January 12, 2000 in PB 20, Page 01 at the Mifflin County Recorder of Deeds; being bounded and described as follows:

Beginning at a point, being a Southwesterly property corner of Lot 9 and lying in the easterly right-of-way of Commerce Drive, a 50 foot right-of-way, and also being a common property corner with Lot 5, thence along the right-of-way line of Commerce Drive N 10° 20' 24" W for a distance of 137.12 feet to a point; thence along continuing along a curve with a radius 275.00 ft., a length of 565.70 ft., a delta of 117° 51' 47", and a chord with a bearing of N 48° 35' 30" E for a distance of 471.10 feet to a point; thence along the Residue Lot S 72 28 37 E for a distance of 65.01 feet to a point; thence continuing along the Residue Lot S 17° 33' 28" W for a distance of 395.87 feet to a point; thence along the common property line of Lot 5 S 79° 39' 36" W for a distance of 275.76 feet to the point of beginning.

The above described parcel contains 3.15 acres and is subject to the following:

- A. 10' wide Utility Easement
- B. Stormwater Basin A (100' Easement)

Prepared: 3-20-01 Last revised 5-16-01

CLL/cll

Project No. 98017-6

26.32 ACRES

BK0553PG2112

filed filed -0-

FILED 41 -
MIFFLIN COUNTY
MILROY ASSOC.
MAY 16 12 55 PM '06
Rec # 193490
BARO

Tax Parcel # 12,02-0106 DC,000

2013 Assessed Value \$10,515

Enrolled in Clean + Green 2006

WARRANTY DEED

THIS DEED, made the 3rd day of May, 2006.

BETWEEN THOMAS F. SONGER, GARY E. MYERS, and JOHN G. HECKENDORN, Partners, trading and doing business as **MILROY ASSOCIATES**, a Partnership created and existing under the laws of the Commonwealth of Pennsylvania, whose principal place of business is 269 Waring Avenue, State College, Centre County, Pennsylvania, parties of the first part, Grantors,

AND

THOMAS F. SONGER, GARY E. MYERS, and JOHN G. HECKENDORN, Partners, trading and doing business as **MILROY ASSOCIATES**, a Partnership created and existing under the laws of the Commonwealth of Pennsylvania, whose principal place of business is 269 Waring Avenue, State College, Centre County, Pennsylvania, parties of the second part, Grantees.

WITNESSETH, that in consideration of **One and no/100 Dollars (\$1.00)**, in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby **grant and convey** to the said Grantees,

ALL that certain message, tenement and tract of land situate in the Township of Armagh, County of Mifflin, and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the westerly right-of-way of SR1005 (old Business Route 322); thence North 72° 26' 32" West for a distance of 1083.48 feet to an iron pin; thence North 17° 33' 28" East for a distance of 395.87 feet to an iron pin; thence North 72° 28' 37" West a distance of 65.01 feet to an iron pin; thence along curve #9 which has a length of 225.69 feet, a radius of 275.00 feet, a chord with a bearing of South 84° 00' 44" West and a length of 219.41 feet to an iron pin; thence North 29° 29' 54" West for a distance of 50.00 feet (crossing 50 foot right-of-way of Commerce Drive) to an iron pin; thence North 23° 19' 59" West for a distance of 708.88 feet to an iron pin; thence South 73° 20' 32" East for a distance of 41.34 feet to an iron pin; thence South 73° 00' 00" East for a distance of 1,538.43 feet to an iron pin; thence along the right-of-way of SR 1005 along curve #10 which has a length of 50.83 feet, a radius of 2,844.40 feet, a chord with a bearing of South 09° 27' 49" East and a distance of 50.83 feet to an iron pin; thence continuing along the right-of-way of SR 1005 South 82° 34' 56" West for a distance of 10.00 feet to an iron pin; thence continuing along the right-of-way of SR 1005 along curve #11 which has a length of 544.22 feet, a radius of 2,834.40 feet, a chord with a bearing of South 03° 27' 24" East and a length of 543.38 feet to an iron pin; thence continuing along the right-of-way of SR 1005 North 87° 57' 22" West for a distance of 10.00 feet to an iron pin; thence continuing along the right-of-way of SR 1005 along curve #1 which has a length of 342.07 feet, a radius of 2,824.40 feet, a chord with a bearing of South 05° 30' 49" West and a distance of 341.86 feet to an iron pin and the place of beginning.

CONTAINING 26.32 acres.

BEING designated as a Residue Lot as shown on subdivision plan entitled "Final Subdivision Plan -- Phase 1 --Armagh Business Center," prepared by Accadia, State College, Pennsylvania, dated July 8, 1999, and recorded in the Office of the Recorder of Deeds of Mifflin County January 12, 2000, in the Office of the Recorder of Deeds of Mifflin County in Plat Book 20 at page 1.

BEING a portion of Parcel No. 2 conveyed unto Milroy Associates, a Pennsylvania general partnership, by Deed of William Miller Custer, dated May 29, 1997, and recorded June 12, 1997, in Mifflin County Record Book 446 at page 1297.

UNDER AND SUBJECT TO easements, covenants, conditions, and setbacks as shown on subdivision plan entitled "Final Subdivision Plan -- Phase 1 --Armagh Business Center," prepared by Accadia, State College, Pennsylvania, dated July 8, 1999, and recorded in the Office of the Recorder of Deeds of Mifflin County January 12, 2000, in the Office of the Recorder of Deeds of Mifflin County in Plat Book 20 at page 1.

ALSO, UNDER AND SUBJECT TO Declaration of Covenants, Conditions and Restrictions for Armagh Business Center Subdivision, Armagh Township, Mifflin County, Pennsylvania, by Thomas F. Songer, Gary E. Myers and John G. Heckendorn, Partners, trading and doing business as Milroy Associates, recorded April 29, 1999, in Mifflin County Record Book 468 page 3311.

ALSO, UNDER AND SUBJECT TO First Amendment to Declaration of Covenants, Conditions and Restrictions for Armagh Business Center Subdivision, Armagh Township, Mifflin

County, Pennsylvania, by Thomas F. Songer, Gary E. Myers and John G. Heckendorn, Partners, trading and doing business as Milroy Associates, recorded December 29, 1999, in Mifflin County Record Book 476 page 2527.

ALSO, UNDER AND SUBJECT TO, NEVERTHELESS, to any and all easements, conditions, covenants, and restrictions of record.

TOGETHER WITH, all and singular, the improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever unto the above-described premises belonging or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof; and all of the estate, right, title, interest, property, claim and demand whatsoever of the Grantors, at law and equity, or otherwise howsoever, of, in and to the same.

TO HAVE AND TO HOLD, all and singular, the above-described premises, together with the appurtenances thereto, unto the Grantees, their heirs, successors and assigns forever.

Grantors certify that no hazardous waste, within the meaning of the Solid Waste Management Act of 1980, is presently being disposed of or has ever been disposed of by the Grantors or to the Grantors' actual knowledge in or upon the above-described premises.

AND the said Grantors will **SPECIALY WARRANT AND FOREVER DEFEND** the property hereby conveyed.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals the day and year first above written.

Sealed and delivered
in the presence of:

MILROY ASSOCIATES

By: *Thomas F. Songer* (SEAL)
Thomas F. Songer, Partner

By: *Gary E. Myers* (SEAL)
Gary E. Myers, Partner

By: *John G. Heckendorn* (SEAL)
John G. Heckendorn, Partner

COMMONWEALTH OF PENNSYLVANIA

}
SS:
}

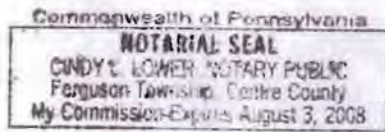
COUNTY OF CENTRE

On this 3rd day of May, 2006, before me, a notary public, the undersigned officer, personally appeared THOMAS F. SONGER, GARY E. MYERS, and JOHN G. HECKENDORN, Partners, t/d/b/a MILROY ASSOCIATES, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within indenture, and acknowledged that they executed the same for the purpose therein contained.

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

Cindy C. Lower

Notary Public



Certificate of Residence

I hereby certify that the precise address of the Grantees herein is as follows:

269 Waring Avenue
State College PA 16801

I hereby CERTIFY that this document is recorded in the Recorder's Office of Mifflin County, Pennsylvania

[Signature]

Attorney or Agent for Grantees



Barbara A. Stringer
Barbara A. Stringer
Recorder of Deeds

Fredrick Farber, Esquire
110 Regent Court, Suite 202
State College, Pennsylvania 16801

814-238-0760

REAL ESTATE TAX BILL NOTICE

BILL NO. 12 -01441

2013 MIFFLIN COUNTY - 12 - ARMAGH TOWNSHIP

DESCRIPTION	MILLS	FACE	DISCOUNT	@DISCOUNT	PENALTY	@PENALTY
PROPERTY REAL ESTATE	14.25	149.84	2 % 3.00	146.84	10 % 14.98	164.82
PROPERTY REAL ESTATE	.893	9.39	2 % .19	9.20	10 % .94	10.33
PROPERTY EQUIPMENT	.34	3.58	2 % .07	3.51	10 % .36	3.94
PROPERTY LIGHT TAX		.00	2 % .00	.00	10 % .00	.00
		.00	2 % .00	.00	10 % .00	.00
Accountment 10515 TOTALS		162.81	3.26	159.55	16.28	179.09

Due - Pay on or before 05/01/2013 Penalty period- 07/02/2013 through 12/31/2013

MILROY ASSOCIATES & JACK HECKENDORN 269 WARING AVENUE STATE COLLEGE PA 16801 CK# 1048	PAID APR 08 2013 DANIELLE SHEETZ	5 COMMERCE DRIVE ARMAGH TOWNSHIP
		PARCEL ID: 12 ,02-0106DC,000 ACREAGE: 26.32 DEED: 0553-2112
		Please make payable to: DANIELLE SHEETZ 224 COLLEGE AVE PO BOX 516 MILROY PA 17063

Use self-addressed stamped envelope for a receipt.
 NOTE: This tax bill is considered delinquent if not paid by 12/31/2013 and is subject to collection in accordance with applicable laws.

*Phase II
 26.32 acs
 Clear + Green*

REAL ESTATE TAX BILL NOTICE

BILL NO. 12 -01440

2013 MIFFLIN COUNTY - 12 - ARMAGH TOWNSHIP

DESCRIPTION	MILLS	FACE	DISCOUNT	@DISCOUNT	PENALTY	@PENALTY
PROPERTY REAL ESTATE	14.25	1,587.45	2 % 31.75	1,555.70	10 % 158.75	1,746.20
PROPERTY REAL ESTATE	.893	99.48	2 % 1.99	97.49	10 % 9.95	109.43
PROPERTY EQUIPMENT	.34	37.88	2 % .76	37.12	10 % 3.79	41.67
PROPERTY LIGHT TAX		.00	2 % .00	.00	10 % .00	.00
		.00	2 % .00	.00	10 % .00	.00
Accountment 111400 TOTALS		1,724.81	34.50	1,690.31	172.49	1,897.30

Due - Pay on or before 05/01/2013 **PAID** Penalty period- 07/02/2013 through 12/31/2013

MILROY ASSOCIATES & JACK HECKENDORN 269 WARING AVENUE STATE COLLEGE PA 16801 CK# 1049	PAID APR 08 2013 DANIELLE SHEETZ	ARMAGH TOWNSHIP
		PARCEL ID: 12 ,02-0106D-,000 ACREAGE: 11.14 DEED: 0446-1297
		Please make payable to: DANIELLE SHEETZ 224 COLLEGE AVE PO BOX 516 MILROY PA 17063

Use self-addressed stamped envelope for a receipt.
 NOTE: This tax bill is considered delinquent if not paid by 12/31/2013 and is subject to collection in accordance with applicable laws.

Lots 6-7-9

REAL ESTATE TAX NOTICE - MIFFLIN COUNTY SCHOOL DISTRICT

2013

WRITE CHECK PAYABLE TO:

DANIELLE SHEETZ
224 COLLEGE AVE
PO BOX 516
MILROY PA 17063
RETURN SERVICE REQUESTED

Installment 1 OR Full Payment

FOR OFFICE HOURS
PLEASE SEE INSERT.

Bill Date: 08/01/2013

No.:001443

DISTRICT: 12-Armagh Township
PARCEL ID: 12_02-0106D-000
CONTROL #: 00006729

PAID

AUG 15 2013

DENISE C. BITNER
TAX COLLECTOR

✓ #1053

Circle Amount Paid

Full	Discount	Face	Penalty
Payment:	\$3,379.08	\$3,448.04	\$3,792.84
Pay By:	10/1/2013	12/2/2013	12/31/2013

OR

Choose to pay by INSTALLMENTS	
Installment 1:	\$1,149.34
Pay On or Before:	8/26/2013

**See Reverse side for Instructions and Tax Detail.

Please detach and send the appropriate coupon with your payment
Enclose a self-addressed stamped envelope if receipt is desired.

lots 6-7-9

MILROY ASSOCIATES
% JACK HECKENDORN
269 WARING AVENUE
STATE COLLEGE PA 16801

REAL ESTATE TAX NOTICE - MIFFLIN COUNTY SCHOOL DISTRICT

2013

WRITE CHECK PAYABLE TO:

DANIELLE SHEETZ
224 COLLEGE AVE
PO BOX 516
MILROY PA 17063
RETURN SERVICE REQUESTED

Installment 1 OR Full Payment

FOR OFFICE HOURS
PLEASE SEE INSERT.

Bill Date: 08/01/2013

No.:001444

DISTRICT: 12-Armagh Township
PARCEL ID: 12_02-0106DC,000
CONTROL #: 00006730

PAID

AUG 15 2013

DENISE C. BITNER
TAX COLLECTOR

✓ #1054

Circle Amount Paid

Full	Discount	Face	Penalty
Payment:	\$318.95	\$325.46	\$358.01
Pay By:	10/1/2013	12/2/2013	12/31/2013

OR

Choose to pay by INSTALLMENTS	
Installment 1:	\$108.48
Pay On or Before:	8/26/2013

**See Reverse side for Instructions and Tax Detail.

Please detach and send the appropriate coupon with your payment
Enclose a self-addressed stamped envelope if receipt is desired.

Phase II
26.32065
Clear Green

MILROY ASSOCIATES
% JACK HECKENDORN
269 WARING AVENUE
STATE COLLEGE PA 16801

**TERMS AND CONDITIONS FOR
PUBLIC SALE OF REAL ESTATE
OF
THOMAS F. SONGER, GARY E. MYERS and
JOHN G. HECKENDORN, Partners trading and doing business
as MILROY ASSOCIATES**

The undersigned, Thomas F. Songer, Gary E. Myers and John G. Heckendorn, Partners trading and doing business as Milroy Associates, hereinafter referred to as "Sellers", hereby offer the following real estate at public sale:

ALL that certain tract of land situate in the **Township of Armagh**, Mifflin County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a post, being the northeast corner of Lot 6; thence along Lot 2RR, now or formerly of Uni-Marts, Inc., South seventeen degrees thirty-three minutes twenty-eight seconds West (S. 17° 33' 28" W.) a distance of three hundred sixteen and eighty-three hundredths (316.83) feet to a point; thence along land now or formerly of Korl N. Hostetler et ux, South sixty-five degrees forty-eight minutes thirty-eight seconds West (S. 65° 48' 38" W.) a distance of four hundred forty-three and eighty-six hundredths (443.86) hundredths to an iron pin; thence along the northwest property line of Lot 6, North twenty-four degrees thirty-nine minutes five seconds West (N. 24° 39' 05" W.) a distance of three hundred twenty-five and thirty-six hundredths (325.36) feet to a point; thence along the common property line of Lot 7, North fifty-nine degrees eleven minutes thirty-five seconds East (N. 59° 11' 35" E.) a distance of five hundred thirty-nine and twenty-two hundredths (539.22) feet to a point; thence along the western right-of-way of Commerce Drive, a fifty (50.00) foot right-of-way; thence along said right-of-way curve with a radius of four hundred twenty-five (425.00) feet, a tangent length of eighty-three and fifty-five hundredths (83.55) feet, an angle of twenty-two degrees fourteen minutes thirty-nine seconds (22° 14' 39"), a chord bearing of South sixty-one degrees nineteen minutes thirteen seconds East (S. 61° 19' 13" E.) and a chord distance of one hundred sixty-three and ninety-six hundredths (163.96) feet to a point; thence continuing along said curve, South seventy-two degrees twenty-six minutes thirty-two seconds East (S. 72° 26' 32" E.) a distance of thirty and sixty-two hundredths (30.62) feet to the place of beginning. Containing Four and Sixty-Four Hundredths (4.64) Acres of vacant land. Being designated as Lot 6 as shown on subdivision plan entitled "Final Subdivision Plan -- Phase 1 -- Armagh Business Center", prepared by Accadia, State College, Pennsylvania, dated July 8, 1999, and recorded January 12, 2000, in Mifflin County Plat Book 20 at Page 1. (Part of Parcel No. 12,02-0106D.000)

UNDER AND SUBJECT to a ten (10.00) foot wide utility easement along the northern line of this Lot as set forth on the said Final Subdivision Plan.

AND UNDER AND SUBJECT to a ten (10.00) foot wide sign access easement along the southern line of this Lot to access a thirty (30.00) foot by thirty (30.00) foot sign easement as set forth on the said Final Subdivision Plan.

AND UNDER AND SUBJECT to easements, covenants, conditions, and setbacks as shown on subdivision plan entitled "Final Subdivision Plan -- Phase 1 -- Armagh Business Center", prepared by Accadia, State College, Pennsylvania, dated July 8, 1999, and recorded January 12, 2000, in Mifflin County Plat Book 20 at Page 1.

AND UNDER AND SUBJECT to Declaration of Covenants, Conditions and Restrictions for Armagh Business Center Subdivision, Armagh Township, Mifflin County, Pennsylvania, by Thomas F. Songer, Gary E. Myers and John G. Heckendorn, Partners, trading and doing business as Milroy Associates, recorded April 29, 1999, in Mifflin County Record Book 468 starting at Page 3311.

AND ALSO UNDER AND SUBJECT to First Amendment to Declaration of Covenants, Conditions and Restrictions for Armagh Business Center Subdivision, Armagh Township, Mifflin County, Pennsylvania, by Thomas F. Songer, Gary E. Myers and John G. Heckendorn, Partners, trading and doing business as Milroy Associates, recorded December 29, 1999, in Mifflin County Record Book 476 starting at Page 2527.

AND ALSO UNDER AND SUBJECT to any and all easements, conditions, covenants, and restrictions of record.

BEING part of the same premises which William Miller Custer, by his Deed dated May 29, 1997, and recorded June 12, 1997, in the Office of the Recorder of Deeds in and for Mifflin County at Lewistown, Pennsylvania, in Record Book 446 starting at Page 297, granted and conveyed to Milroy Associates, a Pennsylvania general partnership, the Sellers herein.

The terms and conditions of sale are as follows:

1. The auctioneer shall control the bidding and he shall resolve any and all disputes arising from the bidding.
2. The first lot to be sold from the group of Lots 6, 7 and 9 shall be sold to the highest bidder by absolute sale. As to the remaining two (2) lots, the Sellers reserve the right to accept or reject any or all bids and the right to withdraw the real estate from bidding and re-offer same at a later time.
3. The Buyer(s) must pay Sellers ten (10%) percent of the purchase price for the real estate, and must sign a written agreement of sale; failure to do so shall void the sale, and the Sellers may re-offer said real estate.
4. In the event of the default of the Buyer(s) of said real estate in any of the terms of these conditions, said deposit of ten (10%) percent of the purchase money shall be forfeited to the Sellers as damages fairly liquidated and ascertained for the breach hereof, and the Sellers

shall have the right to offer said real estate again for sale without any liability to the Buyer(s) for any surplus received.

5. Settlement for the real estate and payment in full of the purchase price must be made by the Buyer(s) on or before December 16, 2013, and time shall be of the essence.

6. Possession of the property will be given at time of settlement.

7. The Sellers shall grant and convey good and marketable title to the real estate by Special Warranty Deed.

8. The Sellers shall pay for the preparation of the Deed.

9. Local real estate taxes for the year 2013-2014 shall be prorated between the Sellers and Buyer(s) to date of settlement on a calendar year basis for County and Township taxes and on a fiscal year basis for School taxes.

10. Pennsylvania and School District Realty Transfer Taxes shall be borne solely by Buyer(s).

11. These terms and the attached Real Estate Sales Agreement will apply to a sales agreement negotiated between Sellers and Buyer(s) after the conclusion of the auction unless modified in writing by the parties.

WITNESSES:

MILROY ASSOCIATES, a Partnership

By: _____
THOMAS F. SONGER, Partner

By: _____
GARY E. MYERS, Partner

By: _____
JOHN G. HECKENDORN, Partner

Date: November 1, 2013

T&CMILROY-ASSO.lot.6
BAF(TCC-14936)

REAL ESTATE SALES AGREEMENT

As Buyer(s) of the real estate described in the foregoing Terms and Conditions for Public Sale of Real Estate of Milroy Associates, the undersigned agree to purchase the said real estate designated as Lot 6, 40 Commerce Drive, Milroy, Armagh Township, Mifflin County, Pennsylvania, for the sum of \$_____.

_____(SEAL)
Buyer

_____(SEAL)
Buyer

Receipt of the sum of \$_____ is hereby acknowledged and the said Sellers herein agrees to sell the real estate designated as Lot 6, 40 Commerce Drive, Milroy, Armagh Township, Mifflin County, Pennsylvania, to:

Name: _____

Address: _____

Telephone No.: _____

for the sum of \$_____ on the terms and conditions aforesaid.

MILROY ASSOCIATES, a Partnership

By: _____
THOMAS F. SONGER, Partner

By: _____
GARY E. MYERS, Partner

By: _____
JOHN G. HECKENDORN, Partner

Date: November 1, 2013

**TERMS AND CONDITIONS FOR
PUBLIC SALE OF REAL ESTATE
OF
THOMAS F. SONGER, GARY E. MYERS and
JOHN G. HECKENDORN, Partners trading and doing business
as MILROY ASSOCIATES**

The undersigned, Thomas F. Songer, Gary E. Myers and John G. Heckendorn, Partners trading and doing business as Milroy Associates, hereinafter referred to as "Sellers", hereby offer the following real estate at public sale:

ALL that certain tract of land situate in the **Township of Armagh**, Mifflin County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a post, being the northeasternmost corner of Lot 7; thence along the common property line of Lot 6, South fifty-nine degrees eleven minutes thirty-five seconds West (S. 59° 11' 35" W.) a distance of five hundred thirty-nine and twenty-two hundredths (539.22) feet to a point; thence North twenty-four degrees thirty-nine minutes five seconds West (N. 24° 39' 05" W.) a distance of two hundred seventy-seven and forty hundredths (277.40) feet to an iron pin; thence continuing along the eastern right-of-way line of S.R. 0322, North ten degrees twenty minutes twenty-four seconds West (N. 10° 20' 24" W.) a distance of fifty-eight and forty-six hundredths (58.46) feet to a point; thence along the common property line of Lot 8, North sixty-nine degrees twenty-eight minutes thirty-four seconds East (N. 69° 28' 34" E.) a distance of four hundred eighty-five and thirty-five hundredths (485.35) feet to a point on the western right-of-way line of Commerce Drive; thence along the western right-of-way line of Commerce Drive, a fifty (50.00) foot right-of-way, on a curve with a radius of four hundred twenty-five (425.00) feet, a tangent length of one hundred twenty-seven and forty-seven hundredths (127.47) feet, an angle of thirty-three degrees twenty-three minutes thirty-one seconds (33° 23' 31"), a chord bearing South thirty-three degrees thirty minutes eight seconds East (S. 33° 30' 08" E.) and a chord distance of two hundred forty-four and twenty hundredths (244.20) feet to the place of beginning. Containing Three and Thirty-Five Hundredths (3.35) Acres of vacant land. Being designated as Lot 7 as shown on subdivision plan entitled "Final Subdivision Plan -- Phase 1 -- Armagh Business Center", prepared by Accadia, State College, Pennsylvania, dated July 8, 1999, and recorded January 12, 2000, in Mifflin County Plat Book 20 at Page 1. (Part of Parcel No. 12,02-0106D.000)

UNDER AND SUBJECT to a ten (10.00) foot wide utility easement along the eastern line of this Lot as set forth on the said Final Subdivision Plan.

AND UNDER AND SUBJECT to Stormwater Basin B along the northern line of this Lot as set forth on the said Final Subdivision Plan.

AND UNDER AND SUBJECT to a twenty (20.00) foot wide stormwater easement (typ) along the western line of this Lot as set forth on the said Final Subdivision Plan.

AND UNDER AND SUBJECT to easements, covenants, conditions, and setbacks as shown on subdivision plan entitled "Final Subdivision Plan -- Phase 1 -- Armagh Business Center", prepared by Accadia, State College, Pennsylvania, dated July 8, 1999, and recorded January 12, 2000, in Mifflin County Plat Book 20 at Page 1.

AND UNDER AND SUBJECT to Declaration of Covenants, Conditions and Restrictions for Armagh Business Center Subdivision, Armagh Township, Mifflin County, Pennsylvania, by Thomas F. Songer, Gary E. Myers and John G. Heckendorn, Partners, trading and doing business as Milroy Associates, recorded April 29, 1999, in Mifflin County Record Book 468 starting at Page 3311.

AND ALSO UNDER AND SUBJECT to First Amendment to Declaration of Covenants, Conditions and Restrictions for Armagh Business Center Subdivision, Armagh Township, Mifflin County, Pennsylvania, by Thomas F. Songer, Gary E. Myers and John G. Heckendorn, Partners, trading and doing business as Milroy Associates, recorded December 29, 1999, in Mifflin County Record Book 476 starting at Page 2527.

AND ALSO UNDER AND SUBJECT to any and all easements, conditions, covenants, and restrictions of record.

BEING part of the same premises which William Miller Custer, by his Deed dated May 29, 1997, and recorded June 12, 1997, in the Office of the Recorder of Deeds in and for Mifflin County at Lewistown, Pennsylvania, in Record Book 446 starting at Page 297, granted and conveyed to Milroy Associates, a Pennsylvania general partnership, the Sellers herein.

The terms and conditions of sale are as follows:

1. The auctioneer shall control the bidding and he shall resolve any and all disputes arising from the bidding.
2. The first lot to be sold from the group of Lots 6, 7 and 9 shall be sold to the highest bidder by absolute sale. As to the remaining two (2) lots, the Sellers reserve the right to accept or reject any or all bids and the right to withdraw the real estate from bidding and re-offer same at a later time.
3. The Buyer(s) must pay Sellers ten (10%) percent of the purchase price for the real estate, and must sign a written agreement of sale; failure to do so shall void the sale, and the Sellers may re-offer said real estate.
4. In the event of the default of the Buyer(s) of said real estate in any of the terms of these conditions, said deposit of ten (10%) percent of the purchase money shall be forfeited to the Sellers as damages fairly liquidated and ascertained for the breach hereof, and the Sellers shall have the right to offer said real estate again for sale without any liability to the Buyer(s) for any surplus received.

5. Settlement for the real estate and payment in full of the purchase price must be made by the Buyer(s) on or before December 16, 2013, and time shall be of the essence.

6. Possession of the property will be given at time of settlement.

7. The Sellers shall grant and convey good and marketable title to the real estate by Special Warranty Deed.

8. The Sellers shall pay for the preparation of the Deed.

9. Local real estate taxes for the year 2013-2014 shall be prorated between the Sellers and Buyer(s) to date of settlement on a calendar year basis for County and Township taxes and on a fiscal year basis for School taxes.

10. Pennsylvania and School District Realty Transfer Taxes shall be borne solely by Buyer(s).

11. These terms and the attached Real Estate Sales Agreement will apply to a sales agreement negotiated between Sellers and Buyer(s) after the conclusion of the auction unless modified in writing by the parties.

WITNESSES:

MILROY ASSOCIATES, a Partnership

By: _____
THOMAS F. SONGER, Partner

By: _____
GARY E. MYERS, Partner

By: _____
JOHN G. HECKENDORN, Partner

Date: November 1, 2013

T&CMILROY-ASSO.lot.7
BAF(TCC-14932)

REAL ESTATE SALES AGREEMENT

As Buyer(s) of the real estate described in the foregoing Terms and Conditions for Public Sale of Real Estate of Milroy Associates, the undersigned agree to purchase the said real estate designated as Lot 7, 50 Commerce Drive, Milroy, Armagh Township, Mifflin County, Pennsylvania, for the sum of \$_____.

_____(SEAL)
Buyer

_____(SEAL)
Buyer

Receipt of the sum of \$_____ is hereby acknowledged and the said Sellers herein agrees to sell the real estate designated as Lot 7, 50 Commerce Drive, Milroy, Armagh Township, Mifflin County, Pennsylvania, to:

Name: _____

Address: _____

Telephone No.: _____

for the sum of \$_____ on the terms and conditions aforesaid.

MILROY ASSOCIATES, a Partnership

By: _____
THOMAS F. SONGER, Partner

By: _____
GARY E. MYERS, Partner

By: _____
JOHN G. HECKENDORN, Partner

Date: November 1, 2013

**TERMS AND CONDITIONS FOR
PUBLIC SALE OF REAL ESTATE
OF
THOMAS F. SONGER, GARY E. MYERS and
JOHN G. HECKENDORN, Partners trading and doing business
as MILROY ASSOCIATES**

The undersigned, Thomas F. Songer, Gary E. Myers and John G. Heckendorn, Partners trading and doing business as Milroy Associates, hereinafter referred to as "Sellers", hereby offer the following real estate at public sale:

ALL that certain tract of land situate in the **Township of Armagh**, Mifflin County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a post, being a southwesterly property corner of Lot 9 and lying in the easterly right-of-way of Commerce Drive, a fifty (50.00) foot right-of-way, and also being a common property corner with Lot 5; thence along the right-of-way line of Commerce Drive, North ten degrees twenty minutes twenty-four seconds West (N. 10° 20' 24" W.) a distance of one hundred thirty-seven and twelve hundredths (137.12) feet to a point; thence continuing along a curve with a radius of two hundred seventy-five (275.00) feet, a length of five hundred sixty-five and seventy hundredths (565.70) feet, and a chord with a bearing of North forty-eight degrees thirty-five minutes thirty seconds East (N. 48° 35' 30" E.) a distance of four hundred seventy-one and ten hundredths (471.10) feet to a point; thence along the Residue Lot, South seventy-two degrees twenty-eight minutes thirty-seven seconds East (S. 72° 28' 37" E.) a distance of sixty-five and one hundredth (65.01) feet to a point; thence continuing along the Residue Lot, South seventeen degrees thirty-three minutes twenty-eight seconds West (S. 17° 33' 28" W.) a distance of three hundred ninety-five and eighty-seven hundredths (395.87) feet to a point; thence along the common property line of Lot 5, South seventy-nine degrees thirty-nine minutes thirty-six seconds West (S. 79° 39' 36" W.) a distance of two hundred seventy-five and seventy-six hundredths (275.76) feet to the place of beginning. Containing Three and Fifteen Hundredths (3.15) Acres of vacant land. Being designated as Lot 9 as shown on subdivision plan entitled "Final Subdivision Plan -- Phase 1 -- Armagh Business Center", prepared by Accadia, State College, Pennsylvania, dated July 8, 1999, and recorded January 12, 2000, in Mifflin County Plat Book 20 at Page 1. (Part of Parcel No. 12,02-0106D.000)

UNDER AND SUBJECT to a ten (10.00) foot wide utility easement along the northwestern line of this Lot as set forth on the said Final Subdivision Plan.

AND UNDER AND SUBJECT to Stormwater Basin A at the southeastern corner of this Lot as set forth on the said Final Subdivision Plan.

AND UNDER AND SUBJECT to easements, covenants, conditions, and setbacks as shown on subdivision plan entitled "Final Subdivision Plan -- Phase 1 -- Armagh Business Center",

prepared by Accadia, State College, Pennsylvania, dated July 8, 1999, and recorded January 12, 2000, in Mifflin County Plat Book 20 at Page 1.

AND UNDER AND SUBJECT to Declaration of Covenants, Conditions and Restrictions for Armagh Business Center Subdivision, Armagh Township, Mifflin County, Pennsylvania, by Thomas F. Songer, Gary E. Myers and John G. Heckendorn, Partners, trading and doing business as Milroy Associates, recorded April 29, 1999, in Mifflin County Record Book 468 starting at Page 3311.

AND ALSO UNDER AND SUBJECT to First Amendment to Declaration of Covenants, Conditions and Restrictions for Armagh Business Center Subdivision, Armagh Township, Mifflin County, Pennsylvania, by Thomas F. Songer, Gary E. Myers and John G. Heckendorn, Partners, trading and doing business as Milroy Associates, recorded December 29, 1999, in Mifflin County Record Book 476 starting at Page 2527.

AND ALSO UNDER AND SUBJECT to any and all easements, conditions, covenants, and restrictions of record.

BEING part of the same premises which William Miller Custer, by his Deed dated May 29, 1997, and recorded June 12, 1997, in the Office of the Recorder of Deeds in and for Mifflin County at Lewistown, Pennsylvania, in Record Book 446 starting at Page 297, granted and conveyed to Milroy Associates, a Pennsylvania general partnership, the Sellers herein.

The terms and conditions of sale are as follows:

1. The auctioneer shall control the bidding and he shall resolve any and all disputes arising from the bidding.
2. The first lot to be sold from the group of Lots 6, 7 and 9 shall be sold to the highest bidder by absolute sale. As to the remaining two (2) lots, the Sellers reserve the right to accept or reject any or all bids and the right to withdraw the real estate from bidding and re-offer same at a later time.
3. The Buyer(s) must pay Sellers ten (10%) percent of the purchase price for the real estate, and must sign a written agreement of sale; failure to do so shall void the sale, and the Sellers may re-offer said real estate.
4. In the event of the default of the Buyer(s) of said real estate in any of the terms of these conditions, said deposit of ten (10%) percent of the purchase money shall be forfeited to the Sellers as damages fairly liquidated and ascertained for the breach hereof, and the Sellers shall have the right to offer said real estate again for sale without any liability to the Buyer(s) for any surplus received.
5. Settlement for the real estate and payment in full of the purchase price must be made by the Buyer(s) on or before December 16, 2013, and time shall be of the essence.

6. Possession of the property will be given at time of settlement.
7. The Sellers shall grant and convey good and marketable title to the real estate by Special Warranty Deed.
8. The Sellers shall pay for the preparation of the Deed.
9. Local real estate taxes for the year 2013-2014 shall be prorated between the Sellers and Buyer(s) to date of settlement on a calendar year basis for County and Township taxes and on a fiscal year basis for School taxes.
10. Pennsylvania and School District Realty Transfer Taxes shall be borne solely by Buyer(s).
11. These terms and the attached Real Estate Sales Agreement will apply to a sales agreement negotiated between Sellers and Buyer(s) after the conclusion of the auction unless modified in writing by the parties.

WITNESSES:

MILROY ASSOCIATES, a Partnership

By: _____
THOMAS F. SONGER, Partner

By: _____
GARY E. MYERS, Partner

By: _____
JOHN G. HECKENDORN, Partner

Date: November 1, 2013

T&CMILROY-ASSO.lot.9
BAF(TCC-14932)

REAL ESTATE SALES AGREEMENT

As Buyer(s) of the real estate described in the foregoing Terms and Conditions for Public Sale of Real Estate of Milroy Associates, the undersigned agree to purchase the said real estate designated as Lot 9, 65 Commerce Drive, Milroy, Armagh Township, Mifflin County, Pennsylvania, for the sum of \$_____.

_____(SEAL)
Buyer

_____(SEAL)
Buyer

Receipt of the sum of \$_____ is hereby acknowledged and the said Sellers herein agrees to sell the real estate designated as Lot 9, 65 Commerce Drive, Milroy, Armagh Township, Mifflin County, Pennsylvania, to:

Name: _____

Address: _____

Telephone No.: _____

for the sum of \$_____ on the terms and conditions aforesaid.

MILROY ASSOCIATES, a Partnership

By: _____
THOMAS F. SONGER, Partner

By: _____
GARY E. MYERS, Partner

By: _____
JOHN G. HECKENDORN, Partner

Date: November 1, 2013

**TERMS AND CONDITIONS FOR
PUBLIC SALE OF REAL ESTATE
OF
THOMAS F. SONGER, GARY E. MYERS and
JOHN G. HECKENDORN, Partners trading and doing business
as MILROY ASSOCIATES**

The undersigned, Thomas F. Songer, Gary E. Myers and John G. Heckendorn, Partners trading and doing business as Milroy Associates, hereinafter referred to as "Sellers", hereby offer the following real estate at public sale:

ALL that certain tract of land situate in the **Township of Armagh**, Mifflin County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron pin on the westerly right-of-way of SR 1005 (old Business Route 322); thence North seventy-two degrees twenty-six minutes thirty-two seconds West (N. 72° 26' 32" W.) a distance of one thousand eighty-three and forty-eight hundredths (1,083.48) feet to an iron pin; thence North seventeen degrees thirty-three minutes twenty-eight seconds East (N. 17° 33' 28" E.) a distance of three hundred ninety-five and eighty-seven hundredths (395.87) feet to an iron pin; thence North seventy-two degrees twenty-eight minutes thirty-seven seconds West (N. 72° 28' 37" W.) a distance of sixty-five and one hundredth (65.01) feet to an iron pin; thence along curve #9 which has a length of two hundred twenty-five and sixty-nine hundredths (225.69) feet, a radius of two hundred seventy-five (275.00) feet, a chord with a bearing of South eighty-four degrees zero minutes forty-four seconds West (S. 84° 00' 44" W.) and a length of two hundred nineteen and forty-one hundredths (219.41) feet to an iron pin; thence North twenty-nine degrees twenty-nine minutes fifty-four seconds West (N. 29° 29' 54" W.) a distance of fifty (50.00) feet [crossing fifty (50.00) foot right-of-way of Commerce Drive] to an iron pin; thence North twenty-three degrees nineteen minutes fifty-nine seconds West (N. 23° 19' 59" W.) a distance of seven hundred eight and eighty-eight hundredths (708.88) feet to an iron pin; thence South seventy-three degrees twenty minutes thirty-two seconds East (S. 73° 20' 32" E.) a distance of forty-one and thirty-four hundredths (41.34) feet to an iron pin; thence South seventy-three degrees zero minutes zero seconds East (S. 73° 73' 73" E.) a distance of one thousand five hundred thirty-eight and forty-three hundredths (1,538.43) feet to an iron pin; thence along the right-of-way of SR 1005 along curve #10 which has a length of fifty and eighty-three hundredths (50.83) feet, a radius of two thousand eight hundred forty-four and forty hundredths (2,844.40) feet, a chord with a bearing of South nine degrees twenty-seven minutes forty-nine East (S. 09° 27' 49" E.) and a distance of fifty and eighty-three hundredths (50.83) feet to an iron pin; thence continuing along the right-of-way of SR 1005, South eighty-two degrees thirty-four minutes fifty-six seconds West (S. 82° 34' 56" W.) a distance of ten (10.00) feet to an iron pin; thence continuing along the right-of-way of SR 1005 along curve #11 which has a length of five hundred forty-four and twenty-two hundredths (544.22) feet, a radius of two thousand eight hundred thirty-four and forty hundredths (2,834.40) feet, a chord with a bearing of South three degrees twenty-seven minutes twenty-four seconds East (S. 03° 27' 24" E.) and a length of five hundred forty-three and thirty-eight hundredths (543.38) feet to an iron pin; thence continuing along the right-of-way of SR 1005, North eighty-seven degrees

fifty-seven minutes twenty-two seconds West (N. 87° 57' 22" W.) a distance of ten (10.00) feet to an iron pin; thence continuing along the right-of-way of SR 1005 along curve #1 which has a length of three hundred forty-two and seven hundredths (342.07) feet, a radius of two thousand eight hundred twenty-four and forty hundredths (2,824.40) feet, a chord with a bearing of South five degrees thirty minutes forty-nine seconds West (S. 05° 30' 49" W.) a distance of three hundred forty-one and eighty-six hundredths (341.86) feet to an iron pin, the place of beginning. Containing Twenty-Six and Thirty-Two Hundredths (26.32) Acres of vacant land. Being designated as a Residue Lot as shown on subdivision plan entitled "Final Subdivision Plan -- Phase 1 -- Armagh Business Center", prepared by Accadia, State College, Pennsylvania, dated July 8, 1999, and recorded January 12, 2000, in Mifflin County Plat Book 20 at Page 1. (Parcel No. 12,02-0106DC.000)

UNDER AND SUBJECT to easements, covenants, conditions, and setbacks as shown on subdivision plan entitled "Final Subdivision Plan -- Phase 1 -- Armagh Business Center", prepared by Accadia, State College, Pennsylvania, dated July 8, 1999, and recorded January 12, 2000, in Mifflin County Plat Book 20 at Page 1.

AND UNDER AND SUBJECT to Declaration of Covenants, Conditions and Restrictions for Armagh Business Center Subdivision, Armagh Township, Mifflin County, Pennsylvania, by Thomas F. Songer, Gary E. Myers and John G. Heckendorn, Partners, trading and doing business as Milroy Associates, recorded April 29, 1999, in Mifflin County Record Book 468 starting at Page 3311.

AND ALSO UNDER AND SUBJECT to First Amendment to Declaration of Covenants, Conditions and Restrictions for Armagh Business Center Subdivision, Armagh Township, Mifflin County, Pennsylvania, by Thomas F. Songer, Gary E. Myers and John G. Heckendorn, Partners, trading and doing business as Milroy Associates, recorded December 29, 1999, in Mifflin County Record Book 476 starting at Page 2527.

AND ALSO UNDER AND SUBJECT to any and all easements, conditions, covenants, and restrictions of record.

BEING the same premises which Thomas F. Songer, Gary E. Myers and John G. Heckendorn, Partners, trading and doing business as Milroy Associates, a Partnership, by their Deed dated May 3, 2006, and recorded May 16, 2006, in the Office of the Recorder of Deeds in and for Mifflin County at Lewistown, Pennsylvania, in Record Book 553 starting at Page 2112, granted and conveyed to Thomas F. Songer, Gary E. Myers and John G. Heckendorn, Partners, trading and doing business as Milroy Associates, a Partnership, the Sellers herein.

The terms and conditions of sale are as follows:

1. The auctioneer shall control the bidding and he shall resolve any and all disputes arising from the bidding.
2. The Sellers reserve the right to accept or reject any or all bids and the right to withdraw the real estate from bidding and re-offer same at a later time.

3. The Buyer(s) must pay Sellers ten (10%) percent of the purchase price for the real estate, and must sign a written agreement of sale; failure to do so shall void the sale, and the Sellers may re-offer said real estate.

4. In the event of the default of the Buyer(s) of said real estate in any of the terms of these conditions, said deposit of ten (10%) percent of the purchase money shall be forfeited to the Sellers as damages fairly liquidated and ascertained for the breach hereof, and the Sellers shall have the right to offer said real estate again for sale without any liability to the Buyer(s) for any surplus received.

5. Settlement for the real estate and payment in full of the purchase price must be made by the Buyer(s) on or before December 16, 2013, and time shall be of the essence.

6. Possession of the property will be given at time of settlement.

7. The Sellers shall grant and convey good and marketable title to the real estate by Special Warranty Deed.

8. The Sellers shall pay for the preparation of the Deed.

9. Local real estate taxes for the year 2013-2014 shall be prorated between the Sellers and Buyer(s) to date of settlement on a calendar year basis for County and Township taxes and on a fiscal year basis for School taxes. The real estate is presently enrolled in "Clean and Green" under the Pennsylvania Farmland and Forest Land Assessment Act of 1974, 72 P.S. § 5490.1 et seq. and Buyer(s) shall be solely liable for any roll back taxes imposed by reason of Buyer(s)' change of use of the land and shall indemnify and hold Sellers harmless therefrom.

10. Pennsylvania and School District Realty Transfer Taxes shall be borne solely by Buyer(s).

11. These terms and the attached Real Estate Sales Agreement will apply to a sales agreement negotiated between Sellers and Buyer(s) after the conclusion of the auction unless modified in writing by the parties.

WITNESSES:

MILROY ASSOCIATES, a Partnership

By: _____
THOMAS F. SONGER, Partner

By: _____
GARY E. MYERS, Partner

By: _____
JOHN G. HECKENDORN, Partner

Date: November 1, 2013

REAL ESTATE SALES AGREEMENT

As Buyer(s) of the real estate described in the foregoing Terms and Conditions for Public Sale of Real Estate of Milroy Associates, the undersigned agree to purchase the said real estate designated as Phase II 26.32 Acres, Milroy, Armagh Township, Mifflin County, Pennsylvania, for the sum of \$_____.

_____(SEAL)
Buyer

_____(SEAL)
Buyer

Receipt of the sum of \$_____ is hereby acknowledged and the said Sellers herein agrees to sell the real estate designated as Phase II 26.32 Acres, Milroy, Armagh Township, Mifflin County, Pennsylvania, to:

Name: _____

Address: _____

Telephone No.: _____

for the sum of \$_____ on the terms and conditions aforesaid.

MILROY ASSOCIATES, a Partnership

By: _____
THOMAS F. SONGER, Partner

By: _____
GARY E. MYERS, Partner

By: _____
JOHN G. HECKENDORN, Partner

Date: November 1, 2013

T&CMILROY-ASSO.res\BAF(TCC-14932)