

Building Facts

	<u>PA State Police Bldg</u>	<u>Chester County District Court Bldg</u> (incl. Adult Probation)
Year Built	1983 - 1994 - 2010/2011	1994
Construction	Brick	Brick
Water	Well on site; new pump 1996	Well on site
Sewer	On site - new septic pumps, field drain, etc 2001 Pump septic once per year 10" public sewer line & 12" public water line at end of private driveway (Moxley Road)	On site - pump once per year. Septic tank w/liquid to Pol field drain 10" public sewer line & 12" public water line at end of private driveway (Moxley Road)
Plumbing	Copper; 3 sump pumps; water heater	Copper; water heater, 2 sump pumps
HVAC	Electric heat pump - 6 units	Electric heat pump - 3 units
Flooring	Commercial carpet 2010/2011 & safety tile - 2000	Carpet - 2009, Turgonoll, tile
Roof	Asphalt shingle - 1/2 installed 1999, 1/2 installed 2003	Asphalt shingle
Driveway/Parking	New 2003 w/ new parking bumpers	1994 w/parking bumpers
Security System	Fire system 9 cameras inside/outside Electronic access to south door Electronic controlled access between lobby & rest of building	2 burglar/fire systems w/24 hr monitoring service 6 cameras inside/outside Electronic access w/camera for exterior Adult Prob door
Lessor Pays	Bldg maintenance, cleaning, trash removal, taxes (state reimburses for taxes above base year of lease + 5%), insurance, lawn care, snow removal	
	Annual fire system, emergency lighting & fire extinguisher inspections. Annual radon check. Quarterly water checks.	
Lessee Pays	Utilities (electric)	

DAY CARE CENTER

LEASE



LEASE NUMBER 91540

Parties

LEASE, executed this 11th day of February, 1994

by and between Nancy E. Truitt

RD#8, Box 311

Coatesville, Pennsylvania 19320

JAN 20 1994
BOARD

party of the first part, hereinafter called LESSOR, and COMMONWEALTH OF PENNSYLVANIA, acting through the Department of General Services, party of the second part, hereinafter called LESSEE.

Authority

WHEREAS, by the Act of April 9, 1929, P.L. 177, as amended, the Department of General Services is authorized and empowered to rent proper and adequate offices, rooms or accommodations for any department, board or commission which cannot be properly and adequately accommodated with offices, rooms and accommodations in the Capitol Buildings, with the approval of the Board of Commissioners of Public Grounds and Buildings; and

WHEREAS, in cases where a branch office has been established outside of the capital city, it has been established with the approval of the Executive Board; and

WHEREAS, in accordance with the powers granted to it as aforesaid, the Department of General Services desires to rent proper and adequate offices, rooms or accommodations upon the terms and conditions hereinafter stated.

Terms

NOW THIS INDENTURE WITNESSETH, That LESSOR hereby lets unto LESSEE premises situate Routes 41 and 1, London Grove Township, Avondale, Chester County, Pennsylvania. Lower level and first floor office space and parking as specifically shown on Exhibits "E" and "E-1".

PARAGRAPH 1

consisting of 10,617 usable square feet herein mutually agreed upon at thirteen and 50/100 dollars (\$ 13.50) per square foot per year, for the term of ten (10) years beginning April 1, 1994 at the annual rental of one hundred forty-three thousand three hundred twenty-nine and 50/100 dollars (\$ 143,329.50), payable in equal monthly installments of eleven thousand nine hundred forty-four and 12+/100 dollars (\$ 11,944.12+). The demised premises are for the use of the Pennsylvania State Police, Avondale Station.

PARAGRAPH 2
Physically Handicapped

Said premises shall conform to Act 235 of 1965, Act 216 of 1974, Act 176 of 1976, as amended prior to the effective date of this lease.

PARAGRAPH 3
Services

Except as specifically excepted, the rental cited shall include LESSOR providing and maintaining the following: heat, air conditioning and ventilation in accordance with Exhibit "A" hereto; ~~electricity~~; lighting at working level must meet the minimum standards of the (American) Illuminating Engineering Society Lighting Handbook, Current Edition; hot and cold water; real estate taxes; sewer and water rental; adequate insurance on the leased property; ~~snow and ice removal from walks, driveways and parking areas~~; janitorial services and supplies in accordance with Exhibit "B"; lavatories in accordance with Department of Labor and Industry requirements; paved parking for 98 vehicles; ~~gas~~; trash removal; and maintenance of the building and internal systems. Lessor shall provide and maintain suitable exterior landscaping and lawn and shrub care. Lessor shall provide and maintain electrical, plumbing, heating, air conditioning and ventilation equipment; and ~~elevator(s)~~.

PARAGRAPH 4
Additional
Construction
or Alterations

In order to receive remuneration for any additional construction or alterations to the leased premises, the Lessor must enter into a written agreement, or an amendment or addendum to the lease with the Lessee containing the details of the construction or alteration as well as the cost. Lessee will not accept any responsibility or liability or costs of construction or alterations until an agreement, amendment or addendum is fully signed and executed by the Lessor and the Commonwealth.

PARAGRAPH 5
Completion

If construction and renovations are required prior to occupancy, no rents shall be due or payable until all construction and renovations are completed to the written satisfaction of the Bureau of Real Estate, Department of General Services and, in addition, accepted and occupied by the Avondale Station
_____ of the Pennsylvania State Police

_____ Exhibit "C" will apply. The using agency shall be responsible for providing Bureau of Real Estate with written verification upon completion of construction/renovations, and it is understood that this lease will be amended to change the beginning date to coincide with the completion and acceptance date pursuant to Exhibit "N."

PARAGRAPH 6
Options

The following options may be exercised by the LESSEE by giving three months' prior written notice to the LESSOR before expiration of this lease or any renewal thereof:

Beginning:	And ending:	At annual rental of:
(1st term) <u>April 1</u> 2004	(1st term) <u>March 31</u> 2009	\$ <u>143,329.50 (\$13.50 p.s.f.)</u>
(2nd term) <u>N/A</u>	(2nd term) <u>N/A</u>	\$ <u>N/A</u>
(3rd term) <u>N/A</u>	(3rd term) <u>N/A</u>	\$ <u>N/A</u>

PARAGRAPH 7
Renewal/
Cancellation

A lawful continuance of the tenancy beyond said term or any renewal thereof without three months' written notice from either party of desire to terminate lease shall be deemed a renewal thereof for the term of one month and so on from month to month until either party shall give the other three months' notice in writing of intention to terminate the tenancy.

PARAGRAPH 8
Covenants

LESSOR hereby covenants and agrees:

1. To maintain the premises in tenantable condition and to make all repairs necessary for that purpose; 2. To assume liability for all damages resulting from failure to maintain the premises in tenantable condition; 3. To provide space in accordance with specifications — Exhibit "D" and plans — Exhibit "E"; 4. To repaint premises every two and one-half (2½) years as designated by LESSEE; 5. To submit, within one month after the execution date of this lease and each year thereafter, current certification from reputable contractors that all fire suppression systems are being serviced and tested on an acceptable periodic basis. Certificates shall be submitted for the following items, where applicable: sprinkler system, fire alarm system, emergency lighting, and fire extinguishers; 6. To submit, within one month after the execution date of this lease and each year thereafter, current certification from its insurance or service company, whichever is applicable, that all boilers, pressure vessels, and elevators are being serviced and inspected on an acceptable periodic basis; 7. That no rents shall accrue or be due or payable under this lease prior to the date of approval or such other date designated by the Board of Commissioners of Public Grounds and Buildings.

PARAGRAPH 9
Penalty

In case of the LESSOR'S failure to maintain the premises in a tenantable condition as aforesaid, or in the event of damage to the premises by fire, flood, lightning, etc. rendering it impossible or inconvenient for LESSEE to continue to occupy or use the same for its operations then, should the LESSOR fail to have repaired and restored the premises to a tenantable condition within one month after notice of such condition by LESSEE to LESSOR, the LESSEE may at its option terminate this lease or any renewal or extension thereof by giving the LESSOR ten (10) days' written termination notice at last known mailing address, or at its option, may, after first giving LESSOR fifteen (15) days written notice, repair and restore premises to a tenantable condition, and deduct such costs made in restoration of premises from the monthly rental payments due. Further, if LESSEE so elects, payment of rent shall abate as long as the premises remain in an untenable condition after notice thereof to LESSOR and shall resume only after condition has been corrected.

In the event LESSOR fails to provide the services or perform the covenants as stipulated in this lease, LESSEE may, after giving LESSOR fifteen (15) days' notice in writing to remedy a deficiency, withhold payment of future rentals until the deficiency is corrected.

PARAGRAPH 10
Assignment

No assignment shall be made of this lease without the prior written approval of the Department of General Services.

PARAGRAPH 11
**No Oral
Modification**

This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

PARAGRAPH 12
Cancellation

It is understood and agreed between the parties hereto that if the Governmental function for which these premises are being leased, is abolished, limited, or restricted, by any Act of Legislature or Law of Congress, or any Action taken under authority conferred by such Acts or Laws, or decision of court; then the Commonwealth shall have the privilege of cancelling this lease by giving one months' notice in writing.

LESSEE hereby covenants and agrees:

1. To pay punctually the rental hereinabove specified.

PARAGRAPH 13
Exhibits

Included in and made a part of this lease is Exhibit "G" (attached) a clause prohibiting discriminatory practices, by the LESSOR. All exhibits herein referred to as well as Exhibits "A", "B", "C", "D", "E", "E-1", "F", "I", "J", "K", "L", "M", "N" are attached to and hereby made a part of this indenture.

IN WITNESS WHEREOF, the parties hereto have duly executed these presents, and intend to be legally bound thereby, the day and year first above written.

WITNESS: Ruth M. Truitt
Ruth M. Truitt

Nancy E. Truitt (Seal)
Nancy E. Truitt (Seal)

Individual
and/or
Partnership

LESSOR

LESSOR (CORPORATE NAME)

Corporation

Attest:

SECRETARY

(Corporate)
PRESIDENT (Seal)

Approved as to form and legality

OFFICE OF GENERAL COUNSEL

By Edward M. J. [Signature]
Dec 14, 1993

COMMONWEALTH OF PENNSYLVANIA

Acting Through

DEPARTMENT OF GENERAL SERVICES

By David L. Jannetta
SECRETARY OF GENERAL SERVICES
LESSEE

OFFICE OF
ATTORNEY GENERAL

By [Signature]
1993

BOARD OF COMMISSIONERS OF PUBLIC
GROUNDS AND BUILDINGS

Robert Glassy (Seal)
Governor

STATE TREASURER
Catherine Baker Knoll

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
USRE-4N(10-9)

EXHIBIT "N"
ACCEPTANCE OF LEASED PREMISES
INSPECTION REPORT

[Handwritten initials]
DE

LESSOR: Nancy E. Truitt
(NAME)
R.D.#8, Box 311 Coatesville Chester
(STREET) (CITY) (COUNTY)

LOCATION: Route #41 Avondale Chester
(STREET) (CITY) (COUNTY)

USING AGENCY: Pennsylvania State Police
(DEPARTMENT) (BUREAU)

This is to certify that I have visually inspected the above premises on May 23, 1994
(DATE)
 and find that the premises are built and/or renovated in accordance with the requirements of
 Lease 91540
(LEASE #)
 with the exception of the following items:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

(Additional items on attached sheet, if necessary)

The Pennsylvania State Police
(USING AGENCY) hereby accepts the above premises for occupancy
 effective JUNE 1, 1994 and approves the New Construction Renovations
(ACCEPTANCE DATE)

excepting the above items numbered _____

Further, Pennsylvania State Police
(USING AGENCY) agrees that JUNE 1, 1994
(ACCEPTANCE DATE)
 is to be the effective date of occupancy; that the rental for the above mentioned property shall commence on that
 date, that the lease term, upon the execution of this document by all parties, shall extend for 10 years
 from the acceptance date; with any option terms provided for in the lease being adjusted accordingly.

[Signature]
 STATION COMMANDER

[Signature]
(USING AGENCY'S REPRESENTATIVE)
Management Analyst II
(TITLE)
 Pennsylvania State Police
(USING AGENCY)

I understand and agree to the foregoing and I certify, as lessor of the above referenced premises, that
 completion of the excepted items as stated herein shall be no later than _____. I also acknowledge
 and agree that, should I fail to complete any of those items within the above time frame, then the (US//
 AGENCY) Pennsylvania State Police may at its discretion withhold rental payments.
 I hereby agree to the adjustment in the lease and option terms described above.

[Signature]
(LESSOR)

Copy to DGS _____
DATE

Copy to Treasury _____
DATE



FEB 5 2009

RECEIVED
FEB - 9 2009
BY:

Mr. Vincent B. Mancini
Vincent B. Mancini & Associates
414 East Baltimore Pike
Media, PA 19063

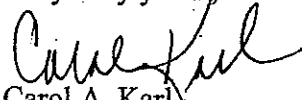
RE: Lease #91540 (Amendment #1)
Lessor: Nancy E. Truitt
Location: Routes 41 & 1, London Grove Township, Avondale, PA
Rented by: Pennsylvania State Police

Dear Mr. Mancini:

Attached are your fully executed copies of the Lease Amendment for the above captioned location.

As part of the Right to Know Law, the Bureau of Real Estate is required to place all executed leases/amendments on the Pennsylvania Treasury Department website. If you care to view this document, you can go to www.patreasury.org and click under PA Contracts e-Library.

Very truly yours,


Carol A. Karl
Administrative Assistant
Leasing Division
Bureau of Real Estate

Attachment
cc: File

Bureau of Real Estate

600 North Office Building | Harrisburg, PA 17125-001 | 717.787.4394 | F 717.772.0526 | www.dgs.state.pa.us



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

O.K.
JAN 29 2009
BOARD

LEASE AMENDMENT #1 FOR LEASE #91540

LEASE I.D.#91540-1

THIS AMENDMENT, executed this 5th day of February 2009, by and between Nancy E. Truitt (LESSOR), and the Commonwealth of Pennsylvania, acting through the Department of General Services, agent for the Pennsylvania State Police, (LESSEE), shall serve to amend LEASE #91540 (LEASE), dated February 11, 1994, between said parties.

WHEREAS, the parties entered into the LEASE for the premises known as Routes 41 and 1, London Grove Township, Avondale, Chester County, Pennsylvania; and

WHEREAS, the parties desire to amend the LEASE to extend the term of the LEASE, add space footage to the LEASE and increase the rentals.

Now, therefore, the intention of this Amendment is to modify the above stated LEASE as follows:

1. **Paragraph 1 Term** Effective June 1, 2009, extend the term of the LEASE two (2) years to expire May 31, 2011.
2. **Paragraph 1 Term** Effective June 1, 2009, add 1,500 usable square feet of space to the LEASE for a total 12,117 square feet.
3. **Paragraph 1 Term** Effective June 1, 2009 increase the rental rate to \$19.50 per square foot, \$19,690.12+ monthly and \$236,281.50 annually.

All other terms and conditions of said LEASE which are not changed by this Amendment remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the date and year first above written.

ATTEST:

Ruth M. Truitt

Nancy E. Truitt (SEAL)
Nancy E. Truitt

COMMONWEALTH OF PENNSYLVANIA
acting through
DEPARTMENT OF GENERAL SERVICES

ATTEST:

Suzanne Phear

By [Signature] (SEAL)
Secretary of General Services

2/4, 09

BOARD OF COMMISSIONERS OF PUBLIC GROUNDS AND BUILDINGS

[Signature]
STATE TREASURER

Edmund G. Rendell
GOVERNOR

APPROVED AS TO FORM AND LEGALITY

OFFICE OF GENERAL COUNSEL

OFFICE OF ATTORNEY GENERAL

By [Signature]

By _____

January 6, 2009



pennsylvania
DEPARTMENT OF GENERAL SERVICES

MAY 16 2011

Nancy E. Truitt
P.O. Box 1007
Unionville, PA 19375

RE: Lease #91540 (Amendment #2)
Lessor: Nancy E. Truitt
Location: Routes 41 and 1, Avondale, PA
Rented by: Pennsylvania State Police

Dear Ms. Truitt:

Enclosed is your fully executed copy of the Lease Amendment for the above captioned location.

As part of the Right to Know Law, the Bureau of Real Estate is required to place all executed leases/amendments on the Pennsylvania Treasury Department website. If you care to view this document, you can go to www.patreasury.org and click under PA Contracts e-Library.

Very truly yours,

Attachment
cc: File

Bureau of Real Estate

600 North Office Building | Harrisburg, PA 17125-001 | 717.787.4394 | F 717.772.0526 | www.dgs.state.pa.us



O.K.
MAR 31 2011
BOARD

LEASE AMENDMENT #2 FOR LEASE #91540

LEASE I.D. #91540-2

THIS AMENDMENT, executed this 3rd day of May, 2011, by and between Nancy E. Truitt (LESSOR), and the Commonwealth of Pennsylvania, acting through the Department of General Services, agent for the Pennsylvania State Police, (LESSEE), shall serve to amend LEASE #91540 (LEASE), dated February 11, 1994, as amended, between said parties.

WHEREAS, the parties entered into the LEASE for the premises known as Routes 41 and 1, London Grove Township, Avondale, Chester County, Pennsylvania; and

WHEREAS, the parties desire to amend the LEASE to extend the term of the LEASE, add lawn and shrub care to the LEASE, increase the rental, add square footage and accomplish other matters as set forth below.

Now, therefore, the parties, with intent to be legally bound, agree to amend the LEASE as follows:

1. **Paragraph 1 Term** Effective June 1, 2011, extend the term of the LEASE five (5) years to expire May 31, 2016.
2. **Paragraph 1 Term** Effective June 1, 2011, add 1,245 usable square feet of space to the LEASE for a total of 13,362 square feet pursuant to Exhibit "2-D".
3. **Paragraph 1 Term** Effective June 1, 2011, the rental rate will be \$21.50 per square foot \$23,940.25 monthly and \$287,283.00 annually.
4. **Paragraph 3 Services** Effective June 1, 2011, add lawn and shrub care maintenance, which includes, among other things, lawn mowing, and add snow and ice removal (to all walkways and parking lots) to the Lease Agreement.

**5. Paragraph 6
Options**

The following option may be exercised by the LESSEE by giving three (3) months prior written notice to the LESSOR before the expiration of the LEASE or any renewal thereof:

Beginning June 1, 2016 and ending May 31, 2021 at \$22.50 per square foot, \$25,053.75 monthly and \$300,645.00 annually.

**6. Paragraph 13
Exhibits**

Added to and made a part of this LEASE is Exhibit "2-D". Exhibit "2-D" identifies the repairs/renovations requested by the Pennsylvania State Police and paid for by the LESSOR and identifies the additional space which will be added to the LEASE.

**7. Insert New Paragraph 14
Relocation**

At LESSOR's request, LESSOR and LESSEE agree to engage in discussions to explore the possibility of relocating the currently leased facility to a mutually acceptable location on the same parcel where the current facility exists. Any relocation would involve construction of a new building for the Pennsylvania State Police (PSP) in accordance with PSP specifications. If any agreement is reached on relocating the building, the LESSEE would bear all moving expenses and the new building would be leased at the same rental rate as stated in the existing LEASE between the parties.

8. Insert New Paragraph 15

LESSOR'S DUTY TO MITIGATE DAMAGES. In the event LESSEE abandons the leased Premises, the LESSOR has an affirmative duty, to proceed in good faith and with due diligence, to make reasonable efforts to mitigate its damages or prevent further loss.

All other terms and conditions of said LEASE which are not changed by this Amendment remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have duly executed these presents the date and year first above written.

ATTEST:

Ruth M. Truitt
RUTH M. TRUETT

Nancy E. Truitt (SEAL)
Nancy E. Truitt

COMMONWEALTH OF PENNSYLVANIA
acting through
DEPARTMENT OF GENERAL SERVICES

ATTEST:

Suzanne Deane

By Shirley Kell (SEAL)
Secretary of General Services

5/3, 11

BOARD OF COMMISSIONERS OF PUBLIC GROUNDS AND BUILDINGS

M M M
STATE TREASURER

Tom Corbett
GOVERNOR

APPROVED AS TO FORM AND LEGALITY

OFFICE OF GENERAL COUNSEL

OFFICE OF ATTORNEY GENERAL

By Edward B. Hud

By N/A

3/11, 11

Lessor agrees to complete the following items no later than sixty (60) days from the date that this Lease Amendment is fully executed:

- 1. Lessor will install movable, lateral storage units in the added space.**
- 2. Lessor will install, in the added space, sixty (60) feet of heavy duty shelving for homicide evidence storage.**
- 3. Lessor will construct an impound yard for the storage of at least ten (10) vehicles adjacent to the facility and will be surrounded by a barbwire fence (minimum 8').**

EXHIBIT "2-D"