CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9762 DATE 4-11-24

TITLE

A RESOLUTION OF THE CITY OF WILLIAMSPORT TO LEASE REAL PROPERTY FROM RIVER VALLEY TRANSIT AUTHORITY ("RVT") LOCATED AT 100 WEST THIRD STREET, 144 WEST THIRD STREET, 127 WEST FOURTH STREET, AND 11 WEST CHURCH STREET, ALL IN WILLIAMSPORT, LYCOMING COUNTY, PENNSYLVANIA

WHEREAS, the CITY OF WILLIAMSPORT is no longer the owner of real property located at 100 West Third Street (UPI No. 63-0020050400998), 144 West Third Street (UPI No. 63-0020050100000); 127 West Fourth Street (UPI No. 63-0020040000000); and 11 West Church Street (UPI No. 63-0010011100000), all located in Williamsport, Lycoming County, Pennsylvania, to RVT, each for the sum of One and 00/100 Dollar ($1.00), and;

WHEREAS, the four (4) properties are still needed for the business operations of the CITY OF WILLIAMSPORT; and

WHEREAS, RVT has agreed to lease back the portions of the four (4) properties that are still needed for the business operations of the CITY OF WILLIAMSPORT.

NOW, THEREFORE, IT HEREBY IS RESOLVED BY THE CITY OF WILLIAMSPORT AS FOLLOWS:

1. The CITY OF WILLIAMSPORT authorizes the lease of the four (4) properties from RVT pursuant to the terms and conditions of the leases attached hereto as Exhibit A ("Leases"), pending final solicitor review and approval.

2. The Mayor and/or the City Controller are hereby authorized to execute the Leases for the four (4) properties and to take such other action as is necessary and appropriate to carry out the intent of this Resolution.

3. The provisions of this Resolution are severable. If any provision, sentence, clause, phrase, section or part thereof shall for any reason be found unconstitutional, illegal or invalid, such unconstitutionality, illegality or

Approved

City Clerk

President

invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, phrases, sections or parts thereof, but the same shall remain if effect. It is hereby declared to be the intent of the CITY OF WILLIAMSPORT is that this Resolution shall stand notwithstanding the invalidity of any part included herein.

4. If any part of this Resolution is considered unconstitutional or illegal, the remaining provisions shall remain in full force and effect.

APPROVED AND ADOPTED this 11th day of April 2024.

ATTEST: CITY OF WILLIAMSPORT

Janice M. Frank
Secretary/Clerk

Adam Yoder
President of Council

Prepared By: Jill E. Nagy, Esquire
Summers Nagy Law Offices
35 South Duke Street
York, PA 17401
(717) 812-8100

Return To: Jill E. Nagy, Esquire
Summers Nagy Law Offices
35 South Duke Street
York, PA 17401
(717) 812-8100

UPI NO. 63-0020050400998
100 West Third Street
Williamsport, PA 17701

THIS DEED, Made this _____ day of _____, 2024,
Between the CITY OF WILLIAMSPORT, a third-class city of the Commonwealth of Pennsylvania, (hereinafter called the Grantor), party of the first part, **AND**

RIVER VALLEY TRANSIT AUTHORITY, a Pennsylvania Municipal Authority, (hereinafter called the Grantee), of the other part,

WHEREAS, Grantor is no longer the public transportation provider for the region and Grantee has taken its place; and

WHEREAS, this transfer of property is performed in accordance with grant requirements; and

WHEREAS, Grantee is also the grantee of state and federal transportation funds, thus negating the need for concurrence from the Federal Transportation Administration in this transaction.

WITNESSETH, That the said Grantor for and in consideration of the sum of One and 00/100 Dollar ($1.00), unto it well and truly paid by said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said Grantee its successors and Assigns,

ALL THAT CERTAIN piece, parcel and lot of land situate in the Third Ward of the City of Williamsport, County of Lycoming and Commonwealth of Pennsylvania, bounded and described as follows, to-wit;

BEGINNING at the northwest corner of Third and Pine Streets in said City; thence Northwardly along the Western line of Pine Street, a distance of 78.3 feet to a point; thence along land now or formerly of Mary S. Wilson through a party wall common to a building on the premises herein described and building erected on the premises to the North, a distance of 208.5 feet to a point on the Easterly line of Laurel Street, said point being a distance of 78.15 feet Northwardly from the Northeasterly corner of Third Street and Laurel Street; thence along the Northerly line of Third Street, a distance of 208.5 feet to the Northwesterly corner of Third and Pine Streets at the point of beginning.

BEING the same premises which Anthony L. DiSalvo, Anthony L. DiSalvo, III, Vincent DiSalvo, Sr., Vincent DiSalvo, Jr., John V. Calce, M.D., and Marguerite Wollet, being all of the partners of interest in Stearns Building Associates, a Pennsylvania limited partnership, by Deed dated April 22, 1997 and recorded May 2, 1997 in the Office of the Recorder of Deeds in and for the County of Lycoming in Record Book 2787, Page 267, granted and conveyed unto Williamsport Bureau of Transportation, a division of the City of Williamsport, a Pennsylvania municipal corporation.

TOGETHER with all and singular the improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the said hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and Assigns, to and for the only proper use and behoof of the said Grantee, its successors and Assigns forever.

AND the said Grantor, for itself, its Heirs, Executors and Administrators do by these presents covenant, grant and agree, to and with the said Grantee, its successors and Assigns, that the said Grantor, its Heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and Assigns, against the said Grantor, and its heirs, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same, or any part thereof, shall and will SPECIALLY WARRANT.

AND this transfer is subject to any federal or state interest or other covenants contained in the grant agreement which may convey any status as a beneficiary through this transaction on behalf of the Federal Transit Administration or the Commonwealth of Pennsylvania.

AND all customers, employees, licensees, and invitees of Grantee shall have the opportunity to obtain all the goods, services, accommodations, advantages, facilities, and privileges of the subject property without discrimination because of race, creed, color, sex, age, national origin, ancestry, or handicap. Grantee shall not discriminate in the conduct and operation of its business on the subject property against any person or group of persons because of the race, creed, color, sex, age, national origin, ancestry, or handicap of such person or group of persons.

AND Grantee shall have the right of first refusal, but not the obligation, to purchase the property or take possession as permitted by law for appropriate value at the conclusion of any state or federal interest in the property (i.e, fully depreciated value or conclusion of useful life).

IN WITNESS WHEREOF, Grantor have hereunto set their hand and seal the day and year first above written.

SIGNED, **SEALED** and **DELIVERED** in the presence of:

GRANTOR:

Witness City Clerk

BY: Derek Slaughter (SEAL)
Derek Slaughter
Mayor
City of Williamsport

COMMONWEALTH OF PENNSYLVANIA :
: **ss:**
COUNTY OF LYCOMING :

On this, the 10th day of May, 2024, before me, the undersigned, personally appeared Derek Slaughter, Mayor of the City of Williamsport, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed, and acknowledged that they executed the same for the purpose therein contained.

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

Notary Public

My Commission expires:

Commonwealth of Pennsylvania – Notary Seal
JENNIFER WEST, NOTARY PUBLIC
LYCOMING COUNTY
MY COMMISSION EXPIRES APRIL 5, 2027
COMMISSION NUMBER 1286230

Prepared By: Jill E. Nagy, Esquire
Summers Nagy Law Offices
35 South Duke Street
York, PA 17401
(717) 812-8100

Return To: Jill E. Nagy, Esquire
Summers Nagy Law Offices
35 South Duke Street
York, PA 17401
(717) 812-8100

UPI NO. 63-0010011100000
11 West Church Street
Williamsport, PA 17701

THIS DEED, Made this _____ day of _____, 2024,
Between the CITY OF WILLIAMSPORT, a third-class city of the Commonwealth of Pennsylvania, (hereinafter called the Grantor), party of the first part, **AND**

RIVER VALLEY TRANSIT AUTHORITY, a Pennsylvania Municipal Authority, (hereinafter called the Grantee), of the other part,

WHEREAS, Grantor is no longer the public transportation provider for the region and Grantee has taken its place; and

WHEREAS, this transfer of property is performed in accordance with grant requirements; and

WHEREAS, Grantee is also the grantee of state and federal transportation funds, thus negating the need for concurrence from the Federal Transportation Administration in this transaction.

WITNESSETH, That the said Grantor for and in consideration of the sum of One and 00/100 Dollar ($1.00), unto it well and truly paid by said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said Grantee its successors and Assigns,

ALL THAT CERTAIN piece, parcel and lot of land situate in the Third Ward of the City of Williamsport, County of Lycoming and Commonwealth of Pennsylvania, bounded and described as follows, to-wit;

BEGINNING at a point now or formerly in the west right-of-way line of Market Street, one hundred twenty (120) feet wide, and the south line of Church Street, thirty-two (32) feet wide; thence along the west line of Market Street South 33 degrees 12 minutes East, sixty-seven and five-tenths (67.5) feet to a point; thence along the Northern line of the Market Street Connection and by a curve to the left with a radius of one hundred thirty-five (135.0) feet and an arc length of two hundred twenty-nine and fifty-three one-hundredths (229.53) feet to a point in the Eastern line of relocated Court Street; thence long the Eastern line of relocated Court Street and by a curve to the right with a radius of three hundred twenty-nine and sixty one-hundredths (329.60) feet and an arc length of fifty (50) feet to a point; thence by same and by a curve to the left with a radius of three hundred seventy-five and sixty one-hundredths (375.60) feet and an arc length of forty-one and five-tenths (41.5) feet to a point; thence by a curve from relocated Court Street to Church Street with a radius of thirty-two (32) feet and an arc length of thirty-seven (37) feet to a point in the South line of Church Street; thence along the South line of Church Street North 56 degrees 25 minutes East, one hundred forty four (144) feet to a point and place of beginning. Also, being known as Parcel No. 3.

BEING the same premises which Church Street Realty, a Pennsylvania general partnership by and through its sole remaining general partner, Confair Company, Inc., by Deed dated February 3, 2010 and recorded February 3, 2010 in the Office of the Recorder of Deeds in and for the County of Lycoming in Record Book 6859, Page 117, granted and conveyed unto The City of Williamsport, a Pennsylvania municipality.

TOGETHER with all and singular the improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the said hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and Assigns, to and for the only proper use and behoof of the said Grantee, its successors and Assigns forever.

AND the said Grantor, for itself, its Heirs, Executors and Administrators do by these presents covenant, grant and agree, to and with the said Grantee, its successors and Assigns, that the said Grantor, its Heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and Assigns, against the said Grantor, and its heirs, and against all and every other Person and Persons whomsoever

lawfully claiming or to claim the same, or any part thereof, shall and will SPECIALLY WARRANT.

AND this transfer is subject to any federal or state interest or other covenants contained in the grant agreement which may convey any status as a beneficiary through this transaction on behalf of the Federal Transit Administration or the Commonwealth of Pennsylvania.

AND all customers, employees, licensees, and invitees of Grantee shall have the opportunity to obtain all the goods, services, accommodations, advantages, facilities, and privileges of the subject property without discrimination because of race, creed, color, sex, age, national origin, ancestry, or handicap. Grantee shall not discriminate in the conduct and operation of its business on the subject property against any person or group of persons because of the race, creed, color, sex, age, national origin, ancestry, or handicap of such person or group of persons.

AND Grantee shall have the right of first refusal, but not the obligation, to purchase the property or take possession as permitted by law for appropriate value at the conclusion of any state or federal interest in the property (i.e, fully depreciated value or conclusion of useful life).

IN WITNESS WHEREOF, Grantor have hereunto set their hand and seal the day and year first above written.

SIGNED, **SEALED** and **DELIVERED** in the presence of:

GRANTOR:

Witness

_____(SEAL)
BY: Derek Slaughter
Mayor
City of Williamsport

COMMONWEALTH OF PENNSYLVANIA :
: **ss:**
COUNTY OF LYCOMING :

On this, the 10th day of May, 2024, before me, the undersigned, personally appeared Derek Slaughter, Mayor of the City of Williamsport, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed, and acknowledged that they executed the same for the purpose therein contained.

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

Notary Public

My Commission expires:

Commonwealth of Pennsylvania – Notary Seal
JENNIFER WEST, NOTARY PUBLIC
LYCOMING COUNTY
MY COMMISSION EXPIRES APRIL 5, 2027
COMMISSION NUMBER 1286230

Prepared By: Jill E. Nagy, Esquire
Summers Nagy Law Offices
35 South Duke Street
York, PA 17401
(717) 812-8100

Return To: Jill E. Nagy, Esquire
Summers Nagy Law Offices
35 South Duke Street
York, PA 17401
(717) 812-8100

UPI NO. 63-0020040000000
127 West Fourth Street
Williamsport, PA 17701

THIS DEED, Made this _____ day of _____, 2024,
Between the CITY OF WILLIAMSPORT, a third-class city of the Commonwealth of Pennsylvania, (hereinafter called the Grantor), party of the first part, **AND**

RIVER VALLEY TRANSIT AUTHORITY, a Pennsylvania Municipal Authority, (hereinafter called the Grantee), of the other part,

WHEREAS, Grantor is no longer the public transportation provider for the region and Grantee has taken its place; and

WHEREAS, this transfer of property is performed in accordance with grant requirements; and

WHEREAS, Grantee is also the grantee of state and federal transportation funds, thus negating the need for concurrence from the Federal Transportation Administration in this transaction.

WITNESSETH, That the said Grantor for and in consideration of the sum of One and 00/100 Dollar ($1.00), unto it well and truly paid by said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said Grantee its successors and Assigns,

ALL THAT CERTAIN lot of land in the Third Ward of the City of Williamsport, County of Lycoming, and Commonwealth of Pennsylvania, known as Nos. 127 and 129 West Fourth Street, and bounded and described as follows;

BEGINNING at the southwest corner of West Fourth and Laurel Streets; thence West along the South line of West Fourth Street 28 feet; thence South in a line parallel with Laurel Street 104 feet; thence East in a line parallel with West Fourth Street 28 feet to the West line of Laurel Street; thence by the same North 104 feet to the beginning.

BEING the same premises which F & L Realty, a Pennsylvania partnership, whose partners are Lee M. Ciccarelli and Francis C. Ciccarelli, by Deed dated September 4, 1997 and recorded September 8, 1997 in the Office of the Recorder of Deeds in and for the County of Lycoming in Record Book 2863, Page 56 granted and conveyed unto Williamsport Bureau of Transportation, a division of the City of Williamsport, a Pennsylvania municipal corporation.

TOGETHER with all and singular the improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the said hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and Assigns, to and for the only proper use and behoof of the said Grantee, its successors and Assigns forever.

AND the said Grantor, for itself, its Heirs, Executors and Administrators do by these presents covenant, grant and agree, to and with the said Grantee, its successors and Assigns, that the said Grantor, its Heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and Assigns, against the said Grantor, and its heirs, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same, or any part thereof, shall and will SPECIALLY WARRANT.

AND this transfer is subject to any federal or state interest or other covenants contained in the grant agreement which may convey any status as a beneficiary through this transaction on behalf of the Federal Transit Administration or the Commonwealth of Pennsylvania.

AND all customers, employees, licensees, and invitees of Grantee shall have the opportunity to obtain all the goods, services, accommodations, advantages, facilities, and privileges of the subject property without discrimination because of race, creed, color,

sex, age, national origin, ancestry, or handicap. Grantee shall not discriminate in the conduct and operation of its business on the subject property against any person or group of persons because of the race, creed, color, sex, age, national origin, ancestry, or handicap of such person or group of persons.

AND Grantee shall have the right of first refusal, but not the obligation, to purchase the property or take possession as permitted by law for appropriate value at the conclusion of any state or federal interest in the property (i.e, fully depreciated value or conclusion of useful life).

IN WITNESS WHEREOF, Grantor have hereunto set their hand and seal the day and year first above written.

SIGNED, **SEALED** and **DELIVERED** in the presence of:

GRANTOR:

Witness City Clerk

BY: Derek Slaughter (SEAL)
Mayor
City of Williamsport

COMMONWEALTH OF PENNSYLVANIA :
: **ss:**
COUNTY OF LYCOMING :

On this, the 1st day of May, 2024, before me, the undersigned, personally appeared Derek Slaughter, Mayor of the City of Williamsport, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed, and acknowledged that they executed the same for the purpose therein contained.

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

Notary Public

My Commission expires:

Commonwealth of Pennsylvania – Notary Seal
JENNIFER WEST, NOTARY PUBLIC
LYCOMING COUNTY
MY COMMISSION EXPIRES APRIL 5, 2027
COMMISSION NUMBER 1286230

Prepared By: Jill E. Nagy, Esquire
Summers Nagy Law Offices
35 South Duke Street
York, PA 17401
(717) 812-8100

Return To: Jill E. Nagy, Esquire
Summers Nagy Law Offices
35 South Duke Street
York, PA 17401
(717) 812-8100

UPI NO. 63-0020050100000
144 West Third Street
Williamsport, PA 17701

THIS DEED, Made this _____ day of _____, 2024,
Between the CITY OF WILLIAMSPORT, a third-class city of the Commonwealth of Pennsylvania, (hereinafter called the Grantor), party of the first part, **AND**

RIVER VALLEY TRANSIT AUTHORITY, a Pennsylvania Municipal Authority, (hereinafter called the Grantee), of the other part,

WHEREAS, Grantor is no longer the public transportation provider for the region and Grantee has taken its place; and

WHEREAS, this transfer of property is performed in accordance with grant requirements; and

WHEREAS, Grantee is also the grantee of state and federal transportation funds, thus negating the need for concurrence from the Federal Transportation Administration in this transaction.

WITNESSETH, That the said Grantor for and in consideration of the sum of One and 00/100 Dollar ($1.00), unto it well and truly paid by said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said Grantee its successors and Assigns,

Parcel No. A

ALL THAT CERTAIN piece, parcel or lot of land situate in the Third Ward of the City of Williamsport, County of Lycoming and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

On the South by West Third Street
On the East by Lot No. 172
On the North by Tom Alley
On the West by the Jail Yard

Being known on the Plan of the Borough of Williamsport as Lot No. 171.

Parcel No. B

ALL THAT CERTAIN piece, parcel and lot of land situate in the Third Ward of the City of Williamsport, County of Lycoming and Commonwealth of Pennsylvania bounded and described as follows to-wit;

BEGINNING at a granite monument on the North Line of West Third Street in the Third Ward of the City of Williamsport, Lycoming County, Pennsylvania: said granite monument marking the SouthEast corner now or formerly of jail property which was conveyed to the Lycoming County Commissioners by Michael Ross and wife by deed dated October 18th, 1806 and which is also 104 feet East of the East line of William Street. THENCE Northerly along the said East line now or formerly of jail property 208 feet to Willow Street, formerly Tom Alley, and marked by another granite monument the NorthEast corner now or formerly of jail property, said corner being 104 feet from William Street. THENCE Westerly along the South line of said Willow Street, two feet and six inches (2' 6") to a steel pin corner. THENCE Southerly and parallel to the East line of said jail lot and also to William Street 208 feet to a steel pin corner on the North line of said West Third Street. THENCE Easterly along the said North line of West Third Street, two feet six inches (2' 6") to the Beginning.

The Grantor also grants and conveys unto the Grantee all the right, title and interest it ever had or now has, if any, in and to a certain private driveway under agreement between the County Commissioners of Lycoming County and Charles Harman and James Derr dated July 7, 1885 and recorded in Lycoming County Deed Book 105, Page 69.

Parcel No. C

ALL THAT CERTAIN piece, parcel and lot of land situate in the Third Ward of the City of Williamsport, Lycoming County, Pennsylvania, bounded and described as follows:

BEGINNING at the intersection of the Northern line of West Willow Street and the Eastern line of William Street, thence along the Eastern line of William, Street North twenty-seven (27) degrees fifteen (15) minutes West, seventy and forty hundredths (70.40) feet to a point; thence North sixty-two (62) degrees forty-seven (47) minutes East, fifty-three (53.00) feet to a point; thence North fifty-seven (57) degrees thirty-seven (37) minutes East forty (40.00) feet to a point; thence North sixty-two (62) degrees forty-seven (47) minutes East, one hundred seven and sixty-eight hundredths (107.68) feet to a point on the proposed new Western line of Laurel Street; thence along the proposed new Western line of Laurel Street South twenty-seven (27) degrees fifteen (15) minutes East, two hundred twenty-seven and ten hundredths (227.10) feet to a point; thence along the line of land of the Williamsport Parking Authority by the four (4) following courses and distances, First: South sixty-two (62) degrees forty-seven (47) minutes West, forty-two (42.00) feet to a point, Second: North twenty-seven (27) degrees fifteen (15) minutes West, one hundred forty-three and ten hundredths (143.10) feet, Third: South sixty-two (62) degrees, forty-seven (47) minutes West, fifty-seven and eighteen hundredths (57.18) feet to a point, Fourth: South twenty-seven (27) degrees fifteen (15) minutes East, two hundred seventeen and eighty hundredths (217.80) feet to a point on the Northern line of West Third Street; thence along the Northern line of West Third Street South sixty-two (62) degrees forty-seven (47) minutes West, fourteen (14.00) feet to a point; thence North twenty-seven (27) degrees fifteen (15) minutes West, two hundred twenty-seven and eighty hundredths (227.80) feet to a point on the Northern line of West Willow Street; thence along the Northern line of West Willow Street South sixty-two (62) degrees forty-seven (47) minutes West, eighty-seven and fifty hundredths (87.50) feet to the place of beginning.

Parcel No. D

ALL THAT CERTAIN piece, parcel or lot of land situate in the Third Ward of the City of Williamsport, County of Lycoming and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING on the South by West Third Street; on the West by land now or late of Charles Harman; on the North by land now or late of Fletcher; and on the East by Laurel Street, (formerly known as Pine Alley). Having a uniform width of fifty-two (52) feet and depth of seventy-five (75) feet.

BEING the same premises which Williamsport Parking Authority, a duly formed authority organized and existing under the laws of the Commonwealth of Pennsylvania, by Deed dated August 25, 2010 and recorded August 25, 2010 in the Office of the Recorder of Deeds in and for the County of Lycoming in Record Book 7032, Page 341, granted and conveyed unto River Valley Transit, a division of the City of Williamsport.

TOGETHER with all and singular the improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the said hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and Assigns, to and for the only proper use and behoof of the said Grantee, its successors and Assigns forever.

AND the said Grantor, for itself, its Heirs, Executors and Administrators do by these presents covenant, grant and agree, to and with the said Grantee, its successors and Assigns, that the said Grantor, its Heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and Assigns, against the said Grantor, and its heirs, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same, or any part thereof, shall and will SPECIALLY WARRANT.

AND this transfer is subject to any federal or state interest or other covenants contained in the grant agreement which may convey any status as a beneficiary through this transaction on behalf of the Federal Transit Administration or the Commonwealth of Pennsylvania.

AND all customers, employees, licensees, and invitees of Grantee shall have the opportunity to obtain all the goods, services, accommodations, advantages, facilities, and privileges of the subject property without discrimination because of race, creed, color, sex, age, national origin, ancestry, or handicap. Grantee shall not discriminate in the conduct and operation of its business on the subject property against any person or group of persons because of the race, creed, color, sex, age, national origin, ancestry, or handicap of such person or group of persons.

AND Grantee shall have the right of first refusal, but not the obligation, to purchase the property or take possession as permitted by law for appropriate value at the

conclusion of any state or federal interest in the property (i.e, fully depreciated value or conclusion of useful life).

]

IN WITNESS WHEREOF, Grantor have hereunto set their hand and seal the day and year first above written.

SIGNED, SEALED and **DELIVERED** in the presence of:

GRANTOR:

Witness

BY: Derek Slaughter (SEAL)
Mayor
City of Williamsport

COMMONWEALTH OF PENNSYLVANIA :
: **ss:**
COUNTY OF LYCOMING :

On this, the 10th day of May, 2024, before me, the undersigned, personally appeared Derek Slaughter, Mayor of the City of Williamsport, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Deed, and acknowledged that they executed the same for the purpose therein contained.

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

Notary Public

My Commission expires:

Commonwealth of Pennsylvania – Notary Seal
JENNIFER WEST, NOTARY PUBLIC
LYCOMING COUNTY
MY COMMISSION EXPIRES APRIL 5, 2027
COMMISSION NUMBER 1286230