

LANCASTER COUNTY COMMISSIONERS' MEETING

AGENDA

JULY 6, 2016



1. Meeting Called to Order: This morning's meeting will be conducted by Commissioner Dennis Stuckey.
2. Pledge of Allegiance
3. Minutes as Distributed: Approval of June 22, 2016 Commissioners' Meeting Minutes. Postpone approval of June 15, 2016 Evening Commissioners' Meeting Minutes and June 29, 2016 Commissioners' Meeting Minutes.
4. Old Business:
5. New Business:
 - a. **Announcement:**
There will be no Work Session held on Tuesday, July 26, 2016, and there will be no Commissioners' Meeting held on Wednesday, July 27, 2016.
 - b. **Walking for Wellness Winners:**
Trisha Banker, Wellness Committee Member, Human Resources

Individual Competitive Category:

| | | |
|------------------------|---|-----------------|
| 1 st Place: | Pedro Torres, Children and Youth Agency | 1,133,203 steps |
| 2 nd Place: | Raymond Landis, Judicial Operations | 1,107,726 steps |
| 3 rd Place: | Danielle Marion, Domestic Relations | 827,714 steps |

Top Placing Teams:

| | | |
|------------------------|--|-----------------|
| 1 st Place: | STEP IT UP, Children and Youth Agency | 2,972,089 steps |
| | Amy Kidd | |
| | Ashley Koch | |
| | Linda Smith | |
| | Wendi Wilson | |

"continued"

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Walking for Wellness Winners – continued:

2nd Place: **PACESETTERS, Domestic Relations** 2,702,057 steps
Mary Jordan
Cindy Keperling
Rebecca Treszi
Kathy Worcester

3rd Place: **NUMBER NERDS, Controller's Office** 2,081,582 steps
Jean Abram
Lisa Colon
Patricia Grill
Janet Keuper

c. Presentation of "United Way Circle of Honor Awards" to County Departments

Trisha Banker, Program Coordinator, Human Resources
Drug and Alcohol Commission – Beth Bulat
Court Reporters - Lisa Miller and Jean Pallas
Voter Registration and Elections –Diane Skilling and Randall Wenger
Juvenile Probation - Rufus Tolbert and David Mueller
Planning Commission – Marilyn Sachs and James Cowhey
Emergency Management Agency/Public Safety Training Center – Craig Elmer
Agriculture Preserve Board – Matt Knepper and Maurine Smith
Controller's Office – Lisa Colon, Controller Brian Hurter and Kathy Kunkel
Clerk of Courts – Jenna Horita, Clerk of Courts Jackie Pfursich and Dee Burkholder
Recorder of Deeds – Recorder of Deeds Bonnie Bowman
Sheriff's Office – Yvette Turco, Sheriff Mark Reese, Chief Charles Hamilton and Lieutenant Deputy Sheriff Mike Armer

d. Presentation re. Evaluation of the Family Advocate Program – Serving Children with a Parent in Prison

Dr. Mary Glazier, Center for Public Scholarship and Social Change, Millersville University
Robert Cooper, Ambassadors for Hope
Carrie Smith, Center for Public Scholarship and Social Change, Millersville University
Tracy Rennecker, Center for Public Scholarship and Social Change, Millersville University
Kurt Lituma, Center for Public Scholarship and Social Change, Millersville University
Bevan Allen, Compass Mark
Lindsey Coffin, Compass Mark
Jennifer Strassenburgh, Compass Mark

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- e. **Resolution No. 56 of 2016**
Christina Hausner, County Solicitor

- f. **Resolution No. 57 of 2016**
Christina Hausner, County Solicitor

- g. **Resolution No. 58 of 2016**
Christina Hausner, County Solicitor
Christine Sable, President and Broker, Sable Commercial Realty

- h. **Law Library – Library Management Arrangement**
Eleanor Gerlott, Law Librarian

- i. **Planning Commission – Supplemental Agreement to PennDOT Agreement No. 521160, Work Order No. 1**
James Cowhey, Executive Director, Planning Commission
Bob Bini, Director for Transportation Planning, Planning Commission
James Fasnacht, Senior Buyer, Purchasing

- j. **Agricultural Preserve Board – Contracts of Sale of Agricultural Conservation Easements**
Matt Knepper, Director, Agricultural Preserve Board

- k. **Agreement with Susquehanna Group Advisors**
Bob Still, Chief Clerk
Christina Hausner, County Solicitor

6. Business from Guests

7. Adjourn

RESOLUTION NO. 56 OF 2016

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, on January 20, 2016, the County of Lancaster executed an Agreement of Sale with Lancaster Holdings and Asset Management, L.L.C. (hereinafter, "Buyer"), for the purchase of a property located at 2260 Erin Court, Lancaster which is currently owned by the County; and

WHEREAS, the Agreement set forth deadlines for the satisfaction of conditions precedent to the sale of the property, including, but not limited to, Buyer obtaining financing to purchase the property as set forth in Paragraph 7; and

WHEREAS, on June 30, 2016, Buyer provided notice to the County of Buyer's intention to terminate the Agreement of Sale pursuant to Paragraph 24 based on Buyer's inability to obtain the requisite financing; and

WHEREAS, under the terms of the Agreement and in order for the County to sell the property to another party, it is necessary for the parties to agree to release one another from the obligations of the January 20, 2016 Agreement of Sale and for the County to return the deposit money to the Buyer.

NOW, THEREFORE, BE IT RESOLVED BY THE LANCASTER COUNTY BOARD OF COMMISSIONERS, That the County of Lancaster agrees to the terms of the "Agreement of Sale Release and Distribution of Deposit Money" and authorizes Chairman Dennis P. Stuckey to sign said Agreement.

ATTEST:

Robert T. Still, Chief Clerk
County of Lancaster, PA
Date: July 6, 2016

Dennis P. Stuckey, Chairman

Joshua G. Parsons, Vice Chairman

Craig E. Lehman

**Board of Commissioners of
Lancaster County, Pennsylvania**

7/06/16

RESOLUTION NO. 57 OF 2016

On motion of Commissioner _____, seconded by Commissioner _____;

WHEREAS, a letter was received from General Motors Fleet dated June 20, 2016 notifying the County that an inadvertent error in EPA-estimated fuel economy was shown on the window labels for 2016 Chevy Traverse vehicles; and

WHEREAS, the County currently leases four (4) Chevy Traverse vehicles (hereinafter, "Leased Vehicles"); and

WHEREAS, General Motors Fleet has offered the County Six Thousand Dollars (\$6,000) in reimbursement for this error; and

WHEREAS, to receive the Six Thousand Dollar (\$6,000) reimbursement, the County must agree to a "Release of Specified Claims" attached hereto as Exhibit "A" releasing General Motors Company and other indemnified parties from any and all claims, demands, actions, or causes of action related to the error concerning the EPA-estimated fuel economy for the Leased Vehicles.

NOW, THEREFORE, BE IT RESOLVED BY THE LANCASTER COUNTY BOARD OF COMMISSIONERS, That the County of Lancaster agrees to the terms of the "Release of Specified Claims" in exchange for payment of a Six Thousand Dollar (\$6,000) reimbursement for the error in EPA-estimated fuel economy made with respect to the Leased Vehicles.

BE IT FURTHER RESOLVED, That the Board authorizes Senior Buyer Daniel Foltz to execute the Agreement on behalf of the County.

ATTEST:

Dennis P. Stuckey, Chairman

Robert T. Still, Chief Clerk
County of Lancaster, PA
Date: July 6, 2016

Joshua G. Parsons, Vice Chairman

Craig E. Lehman

**Board of Commissioners of
Lancaster County, Pennsylvania**

7/06/16

RELEASE OF SPECIFIED CLAIMS

MUST BE AGREED TO PRIOR TO RECEIVING REIMBURSEMENT

1. This is a release ("Release") of any and all claims, demands, actions, or causes of action, either known or unknown, against the persons or entities identified below in Paragraph 2.a ("the Released Parties") arising out of or in any way related to, an error concerning EPA estimated fuel economy on the window label of 2016 model Buick Enclave, GMC Arcadia or Chevrolet Traverse vehicles ("the Subject Vehicles") which caused the EPA estimated fuel mileage to be overstated by 1 or 2 miles per gallon on the window label and the expected fuel costs shown on the window label to be understated by \$750 for all front wheel drive models and the all-wheel drive Buick Enclave or \$1,500 for the all-wheel drive GMC Arcadia and Chevrolet Traverse. The same incorrect EPA estimated fuel economy estimates were also published in General Motors advertisements and marketing materials for the Subject Vehicles.
2. The entity that purchased or leased one or more of the Subject Vehicles is subject to and bound by this release and is hereinafter referred to as "Releasor". In consideration for the compensation to be paid by General Motors LLC for this window label error, based on the vehicle identification numbers shown on the reimbursement website, gmfleet.com fuel economy offer, which list Releasor has reviewed and approved, Releasor hereby freely and voluntarily execute this Release and acknowledges, understands, and agrees to the following:
 - a. By agreeing to this Release, Releasor forever waives and releases all claims, damages, demands, costs, actions, or causes of action, either known or unknown, that Releasor may have or may hereafter have against anyone who is or could be responsible or liable for the incorrect EPA fuel economy and fuel cost estimates, referenced in paragraph 1 above, being displayed on the window labels of the Subject Vehicles or the incorrect EPA fuel economy and fuel cost estimates being published in any marketing or advertising materials for the Subject Vehicles ("the Mistaken EPA Fuel Economy Issue"). This release is in favor of and includes General Motors Company, General Motors LLC, General Motors Holdings LLC, as well as all of their respective officers, directors, agents, employees, servants, subsidiaries, affiliated companies, subsidiaries, parent companies, insurers, authorized dealers, suppliers, divisions, predecessors, successors, heirs, and assigns (the "Released Parties").
 - b. This Release applies to all claims, demands, actions, or causes of action, either known or unknown, against the Released Parties regardless of the legal or equitable theory (including, but not limited to, theories under federal, state or local law, and including without limitation statutory law, regulation, common law, strict liability, negligence, gross negligence, punitive damages, breach of warranty, misrepresentation, breach of contract, fraud, and all other legal and equitable theories), whether existing now or arising in the future, and which arise out of or in any way relate to the Mistaken EPA Fuel Economy Issue. Releasor further waives any and all rights under California Civil Code Section 1542 notwithstanding any provision to the contrary. Section 1542 provides as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.
 - c. Releasor acknowledges that there may be information or facts that are different from, in addition to, and/or contrary to those that Releasor now knows or understands to be true with respect to the Mistaken EPA Fuel Economy Issue, and that there may be damages, losses, costs, and expenses arising out of or related to the Mistaken EPA Fuel Economy Issue of which Releasor is not currently aware or which are unanticipated at this time. By signing this Release, Releasor acknowledges that Releasor forever waives and discharges any rights which Releasor may have against the Released Parties for any such claim which may arise in the future and that this Release shall be and remain effective in all respects, notwithstanding any such additional, and/or contrary information or facts.
 - d. Releasor understands and acknowledges that the reimbursement amount offered by General Motors is made without any admission of liability or wrongdoing by any of the Released Parties and without any acknowledgement by any of the Released Parties that Releasor may bring any claim or cause of action against any of them.

- e. Releasor agrees not to file, commence, or participate in any legal proceeding against the Released Parties with respect to the Mistaken EPA Fuel Economy Issue. To the extent Releasor has already initiated or participated in any legal proceeding against the Released Parties with respect to Mistaken EPA Fuel Economy, Releasor represents that Releasor, or my attorneys at my direction, have or will dismiss the Released Parties from any such legal proceeding with prejudice, and that Releasor will provide proof of such dismissal to the Released Parties within 14 days of executing this Release.
 - f. This Release is intended to be full, final, and complete and shall not be subject to any claim of mistake of fact or law. This Release shall be binding upon any agents, servants, beneficiaries, legal representatives, affiliates, subsidiaries, assigns, executors, successors, and administrators of Releasor.
 - g. Releasor is agreeing to this Release voluntarily and in good faith and with the specific intent of settling any claim Releasor may have against the Released Parties arising out of or related to the Mistaken EPA Fuel Economy Issue.
 - h. Releasor acknowledges the opportunity to obtain the advice of an attorney of Releasor's choosing and at Releasor's own cost before signing this Release. Releasor has carefully read and understand the entirety of this Release. Releasor has received no inducements from anyone to influence Releasor into signing this Release. Releasor is executing this Release solely in reliance upon Releasor's own knowledge, belief, and judgment, and not upon the representations of any other person.
 - i. By accepting and agreeing to this Release, I represent that I have full capacity, right and authority, legal and otherwise, to enter into this Release on behalf of Releasor .Releasor agrees it has not transferred or assigned any of Releasor's rights or recovery against Released Parties. General Motors LLC shall have the right to recoup from Releasor any compensation paid pursuant to this Release if the person accepting and agreeing to this Release on its behalf did not have authority to bind Releasor.
3. If any provision of this Release is held to be illegal, invalid, or unenforceable, Releasor understands and agree that such provision shall be fully severable and the remainder of the Release shall be enforceable as if such provision had not been included in the Release.
 4. Releasor understands and acknowledges that this Release shall be governed in all respects by the law of the state in which Releasor resides at the time of agreeing to the Release.
 5. By agreeing to this Release, Releasor acknowledges and agrees to all of the terms and conditions set forth in this Release.

RESOLUTION NO. 58 OF 2016

On motion of Commissioner _____, seconded by Commissioner _____;

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LANCASTER COUNTY, PENNSYLVANIA,

To authorize the approval of the sale of commercial condominium Unit No. 3 of Erin Court Condominium, known also by its street address, 2270 Erin Court, Township of East Hempfield, to 2270 Erin Court, LP a Pennsylvania limited partnership for the purchase price of Two Million Three Hundred Thousand and No/100 Dollars (\$2,300,000.00) upon the terms and conditions of the Commercial Condominium Unit Agreement of Sale attached hereto.

ATTEST:

Robert T. Still, Chief Clerk
County of Lancaster, PA
Date: July 6, 2016

Dennis P. Stuckey, Chairman

Joshua G. Parsons, Vice Chairman

Craig E. Lehman

**Board of Commissioners of
Lancaster County, Pennsylvania**

7/06/16

COMMERCIAL CONDOMINIUM UNIT AGREEMENT OF SALE

THIS COMMERCIAL CONDOMINIUM UNIT AGREEMENT OF SALE (the "Agreement") is made as of this ____ day of June, 2016 (the "Effective Date"), between County of Lancaster, 150 North Queen Street, Lancaster PA 17603, a third class county and a body corporate and politic of the Commonwealth of Pennsylvania ("Seller"), and 2270 Erin Court, LP, a Pennsylvania limited partnership ("Buyer").

BACKGROUND

A. Seller is the owner of, and condominium Declarant with respect to, that certain real estate located in the Township of East Hempfield, County of Lancaster, Commonwealth of Pennsylvania being known as the commercial condominium Unit No. 3 as identified in the Declaration of Condominium of Erin Court Condominium (the "Declaration"), dated August 19, 2014 and recorded August 21, 2014, in the Office of the Recorder of Deeds in and for Lancaster County, at Instrument Number 6160102, which condominium unit is also known by the street address 2270 Erin Court, Township of East Hempfield, County of Lancaster, Commonwealth of Pennsylvania, and by the Tax Parcel ID #2900590010003, together with a proportionate undivided interest in the Common Elements (as defined in such Declaration) of 61.43%, and with one (1) vote in the three-member Condominium Association (which Unit No. 3, including its existing 2 story commercial building, in its entirety, and all other improvements, fixtures and personal property erected thereon and contained therein, is hereinafter referred to as the "Property"). The Property is more fully described in the said Declaration, including its incorporated Plats and Plans, recorded in the Office of the Recorder of Deeds for Lancaster County, Pennsylvania.

B. Erin Court Condominium, by virtue of the said Declaration and its incorporated Plats and Plans and other Exhibits, and any amendments thereto, has heretofore been submitted by the Seller pursuant to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. Cons. Stat. Section 3101 *et seq.*

C. Prior to the execution of this Agreement, Buyer was provided by Seller with a Public Offering Statement and copies of the documents provided for therein.

D. Seller desires to sell the Property to Buyer and Buyer desires to purchase the Property from Seller in accordance with the terms herein, including the terms in the **Addendum to Agreement for the Sale of Condominium Unit of Erin Court Condominium** attached hereto as "Addendum A" and other documents incorporated herein by reference.

NOW, THEREFORE, with intent to be legally bound, Seller and Buyer hereby agree and covenant as follows:

1. **SALE AND PURCHASE.** Subject to the terms and conditions of the Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase, the Property.

2. **PURCHASE PRICE.** Buyer agrees to pay for the Property the sum of Two Million Three Hundred Thousand and No/100 Dollars (\$2,300,000.00) (the "Purchase Price"), as follows:

(a) a deposit in the amount of Twenty Five Thousand and No/100 Dollars (\$25,000.00) (the "First Deposit"), which First Deposit shall be delivered to Cerrado Abstract, LLC, as escrow agent (the "Escrow Agent"), within five (5) days following full execution of the Agreement, to be held in an interest-bearing escrow account pending disposition thereof in accordance with the terms of the Agreement;

(b) a second deposit in the amount of Twenty Five Thousand Dollars (\$25,000.00) payable within ten (10) days of the expiration of the Due Diligence Period (as defined below) if Buyer has not terminated this Agreement (the "Second Deposit");

(c) The First and Second Deposit, and to the extent that it may become applicable, the extension option payment provided for in Paragraph 12, are collectively referred to as the "Deposit" and any interest earned on the Deposit shall belong to Buyer and shall be paid to Buyer at Closing or delivered to whichever party is entitled to the receipt of the Deposit as hereinafter provided; and

(d) certified or cashier's check or immediately available wired funds at Closing in the amount of the Purchase Price less the Deposit, plus or minus the adjustments hereafter described.

3. TITLE. The Property shall be conveyed to Buyer by Seller's special warranty deed (the "Deed"), conveying good and marketable fee simple title insurable at regular rates by any title insurance company, selected by Buyer, authorized to do business in Pennsylvania, free and clear of all liens and other monetary encumbrances, and subject only to easements and restrictions of record, including the terms of the Declaration and other governing condominium documents. Seller shall not further encumber the title to the Property between the date of the Agreement and Closing (as defined herein). If Seller does further encumber the title to the Property between the date of the Agreement and Closing without the written consent of Buyer, Seller shall be in default under this Agreement, and Buyer shall be entitled to all of the remedies under Paragraph 14.

Buyer shall obtain a title insurance commitment and shall give Seller notice in writing of any matters of title which are unacceptable to Buyer, in its sole and absolute discretion, within (30) days following the Effective Date. Seller shall have thirty (30) days or until five (5) days prior to the end of the Due Diligence Period (as defined herein), whichever last occurs, either to remove the objection or advise Buyer that it elects not to cure the objection. If Seller elects not to cure or fails to remove the objection by that time and Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, Buyer will be deemed to have accepted all such matters of title.

Except in the case of a default by Seller, if title to the Property cannot be conveyed to Buyer at the time of Closing in accordance with the requirements of the Agreement, or should Seller advise Buyer that it elects not to cure one or more of Buyer's title objections or otherwise fail to provide a timely response to Buyer's title objections, Buyer shall have the option of: (i) taking such title as Seller can cause to be conveyed and waiving the unfulfilled conditions, without abatement of the Purchase Price, whereupon the parties shall consummate the transaction herein contemplated and the provisions relating to the condition of title shall be deemed waived by Buyer; or (ii) terminating the Agreement by written notice to Seller, whereupon the Agreement shall be deemed terminated as of the date of such notice, and whereupon the Deposit (including any non-refundable portions) and any interest earned thereon shall be immediately returned to Buyer, and, after such reimbursement, neither Seller nor Buyer shall be further obligated to the other hereunder, except with respect to any

confidentiality or indemnification obligations expressly intended to survive the termination of this Agreement.

4. ADJUSTMENTS. Real estate taxes and other current lienable governmental charges, if any, shall be apportioned pro rata (on a per diem basis) as of the date of Closing on the basis of the fiscal taxing periods of the taxing or assessing authorities.

5. REALTY TRANSFER TAX. Although Seller is a governmental party that is typically exempt from paying Realty Transfer Tax, the parties hereby agree that Seller and Buyer shall divide equally the payment of any realty transfer taxes required to be paid as a result of this transaction.

6. CLOSING. Closing (the "Closing") shall take place within thirty (30) days following satisfaction or waiver of all conditions precedent to Closing in favor of each of the parties set forth herein (the "Conditions Precedent"). Closing shall be held at the law offices of Brubaker Connaughton Goss & Lucarelli, LLC, 480 New Holland Avenue, Suite 6205, Lancaster, PA 17602, or such other place as the parties may agree. If all Conditions Precedent are not satisfied or waived on or before the expiration of the applicable periods, and neither party is in default of the Agreement, then the Agreement, except for any confidentiality and indemnification provisions intended to survive termination of this Agreement, shall thereupon become null and void (unless extended pursuant to Paragraph 12 or mutual agreement of the parties), and the Deposit and any interest thereon shall thereupon be immediately returned to Buyer without demand, and neither Seller nor Buyer shall be further obligated to the other hereunder, except with respect to any confidentiality or indemnification provision expressly intended to survive the termination of this Agreement. Time is of the essence.

7. POSSESSION. At Closing, Seller shall deliver possession of the Property to Buyer free and clear of any tenancies or other persons in possession.

8. ACCESS AND DUE DILIGENCE; CONFIDENTIALITY. Seller hereby grants Buyer the immediate right to enter upon the Property by its agents, representatives, contractors and employees for the purpose of making such surveys, appraisals, environmental tests, soil tests, engineering studies, core borings and other investigations as it deems necessary or desirable in its sole discretion (the "Due Diligence Investigations"). Due Diligence Investigations shall not be limited to a physical investigation of the Property, but shall include all investigations with respect to the Property or the development thereof deemed appropriate by Buyer, including but not limited to the ability to develop the Property (consistent with the Declaration), the cost associated therewith, the time frame for such development and the availability of financing. Buyer shall repair any damage caused by any of the Due Diligence Investigations conducted by Buyer, or its agents, representatives, contractors and employees, and restore the Property to as good condition as existed prior to such entry upon the Property by Buyer or its agents, representatives, contractors and employees. Buyer shall indemnify and hold Seller harmless from and against any and all claims, damages or liabilities for property damage and/or personal injury arising out of the Due Diligence Investigations, provided that Buyer shall not be obligated to indemnify and hold Seller harmless for any claims, damages or liabilities arising from any existing environmental conditions that are discovered by Buyer during its Due Diligence Investigations.

To assist the Due Diligence Investigations, Seller has agreed to provide within five (5) days following the Effective Date true and correct copies of the existing reports and items listed in

"Addendum B" attached hereto. Buyer acknowledges and agrees, however, that consistent with the intended "as is" nature of the sale of the Property as set forth in the Addendum to Agreement for the Sale of Condominium Unit of Erin Court Condominium attached hereto as "Addendum A" and incorporated herein by reference, and as set forth in the Declaration, Seller provides such information solely as background information for Buyer's experts and inspectors to reference in commencing their independent investigations and analysis, and Seller makes no representations or warranties regarding the conditions of the title or the Property. Buyer understands and agrees that Buyer shall rely solely on the results of its independent Due Diligence Investigation in determining whether to consummate the transaction.

If the results of any Due Diligence Investigation are unacceptable to Buyer in its sole and absolute discretion, Buyer shall have the right, prior to the expiration of the Due Diligence Period (as defined below), including any extension thereof, to terminate the Agreement upon written notice to Seller, whereupon the Deposit and any interest earned thereon shall be immediately returned to Buyer, and neither Seller nor Buyer shall be further obligated to the other hereunder, except with respect to any confidentiality or indemnification requirements expressly intended to survive termination.

Buyer acknowledges that any information heretofore or hereafter furnished to Buyer with respect to the Property has been and will be so furnished on the condition that Buyer maintain the confidentiality thereof until the Closing. Buyer shall hold, and shall cause Buyer's representatives to hold, in strict confidence, and Buyer shall not disclose, and shall prohibit the Buyer's representatives from disclosing, to any other person without the prior written consent of Seller, any of the information in respect of the Property delivered to or for the benefit of Buyer, including, but not limited to, any information regarding the Property heretofore or hereafter obtained by or developed by or on behalf of Buyer in connection with its Due Diligence Investigation. In the event the Closing does not occur or this Agreement is terminated, Buyer, upon written request of Seller, shall promptly return to Seller all copies of documents containing any of such information without retaining any copy thereof or extract therefrom. Notwithstanding anything to the contrary hereinabove set forth, Buyer may disclose such information (i) on a need-to-know basis to its employees, members of professional firms serving such party or potential lenders, (ii) as any governmental agency or securities exchange may require, in the reasonable judgment of Buyer, in order for such Buyer to comply with applicable Laws, rules or regulations of such governmental agency or securities exchange, or a court order, (iii) potential investors and partners and lenders, and (iv) to the extent that such information is a matter of public record. This Section shall survive the termination of this Agreement.

9. APPROVALS. Buyer intends to apply for such regulatory approvals (the "Approvals") Buyer deems necessary or desirable (in Buyer's sole discretion) for Buyer's use and development of the Property including, without limitation, any ordinance amendments, zoning relief and/or approvals, land development approvals, building permits, and highway occupancy permit approvals required for Buyer's intended use. Seller agrees to cooperate with Buyer (at no cost or expense to Seller) in efforts to obtain the Approvals, including execution of applications required by all governmental authorities having jurisdiction over the Property; provided, however, that Seller shall not be required to execute or cooperate with respect to any applications that are inconsistent with the terms of the Declaration for the Condominium. Buyer shall diligently pursue the Approvals for the Property prior to the expiration of the Due Diligence Period, as defined below.

10. **RISK OF LOSS.** Risk of loss to the Property shall be borne by Seller until Closing. Should the Property or any part thereof be damaged by fire, storm, flood or other casualty prior to closing hereunder, Buyer shall have the option of (i) rescinding this Agreement without further obligation or liability to Seller and Buyer shall be entitled to a return of any Deposit being held or (ii) accepting the Property in its then condition with the proceeds of any insurance payable by reason of such casualty to be paid to and received by Buyer.

11. **EMINENT DOMAIN.** If all or any portion of the Property is subjected or is about to be subjected to eminent domain or similar proceedings by any governmental entity having jurisdiction over the Property, at any time prior to Closing, Buyer shall have the right to: (i) cancel and terminate the Agreement as to the entire Property, whereupon the Deposit and any interest earned thereon shall be immediately returned to Buyer, and neither Seller nor Buyer shall be further obligated to the other hereunder, except with respect to any confidentiality or indemnification provision expressly intended to survive the termination of this Agreement; or (ii) elect to proceed to Closing and receive the entire award as it relates to the Property for such taking.

12. **CONDITIONS PRECEDENT.**

(a) **Buyer's Conditions Precedent.** Buyer's obligation to complete Closing is conditioned upon satisfaction or waiver by Buyer of the following conditions precedent ("Buyer's Conditions Precedent") within three (3) months following the satisfaction of Seller's Condition Precedent, as defined below (the "**Due Diligence Period**"):

(i) Receipt of a title commitment which satisfies the standards set forth in Paragraph 3 above;

(ii) Receipt of the results of the Due Diligence Investigations in accordance with Paragraph 8 above, in form and substance satisfactory to Buyer in its sole discretion;

(iii) Receipt of confirmation of availability of utilities and range and quality of utility services necessary for Buyer's intended use of the Property;

(iv) Receipt of evidence that the condition of the Property, including the geological condition thereof and access thereto, is satisfactory to Buyer in its sole discretion;

(v) Buyer's determination in its sole discretion, (a) as to the suitability of the Property, (b) as to the ability to develop Property as desired by Buyer, and (c) Buyer's desire to proceed with the Agreement;

Buyer shall have the right to extend the Due Diligence Period for one (1) additional one (1) month period if required by Buyer, in its sole discretion, to pursue satisfaction of the Buyer's Conditions Precedent in Paragraph 12(a), by providing notice thereof to Seller prior to the expiration of the Due Diligence Period and paying the applicable extension option payment. Should Buyer extend the Due Diligence Period, Buyer shall deposit with the Escrow Agent an additional Five Thousand and No/100 Dollars (\$5,000.00) (the "**Extension Option Payment**"), which shall be treated as a non-refundable option payment to which Seller shall

be entitled if Closing does not occur, but which shall be credited against the Purchase Price for the benefit of Buyer, and shall be treated as part of the Deposit at Closing, if Closing does occur. Buyer shall have the right, in its sole discretion, to waive one or more of the Buyer's Conditions Precedent under Paragraph 12(a). If any of the Buyer's Conditions Precedent under Paragraph 12(a) are neither satisfied nor waived by Buyer prior to the expiration of the Due Diligence Period (including any extension thereof), Buyer shall have the right in its sole discretion, prior to the expiration of the Due Diligence Period (including any extension thereof), to terminate the Agreement upon written notice to Seller, whereupon the Deposit, and any interest earned on the Deposit, shall be immediately returned to Buyer, and neither Seller nor Buyer shall be further obligated to the other hereunder, except with respect to any confidentiality or indemnification provision expressly intended to survive the termination of this Agreement.

(b) Seller's Condition Precedent. Seller's obligation to complete Closing is conditioned upon satisfaction of the following condition precedent ("Seller's Condition Precedent"):

(i) Seller's satisfying prior to Closing the statutory and legal requirements on Seller, as a County and political subdivision of the Commonwealth of Pennsylvania, under the County Code, including 16 P.S. § 2306, of having a fair market value determination in accordance with the County Code that permits the lawful sale of the Property at the Purchase Price provided for in this Agreement. Seller shall use its best good faith efforts to have such determination made as quickly as is reasonably possible. Immediately after the determination is made, Seller shall notify Buyer in writing whether or not the determination satisfies the requirements of the County Code in order to permit the conveyance to go forward to Closing.

In the event that Seller is unable to complete the County Code fair market value determination within forty five (45) days of the Effective Date of this Agreement, Buyer, at its option, may by written notice to Seller at any time on or after the 46th day following the Effective Date of this Agreement and prior to Seller's providing notice to Buyer that this Seller's Condition Precedent has been satisfied, terminate this Agreement. In the event that Seller is unable to satisfy Seller's Condition Precedent by the expiration of the Due Diligence Period, either party may by written notice to the other terminate this Agreement. In the event of any termination under this Paragraph 12(b), the Deposit (including any otherwise non-refundable portions) and any interest earned thereon shall be immediately returned to Buyer, and neither Seller nor Buyer shall be further obligated to the other hereunder, except with respect to any confidentiality or indemnification requirements expressly intended to survive termination.

Buyer acknowledges and agrees that Buyer shall not be entitled to reimbursement of any Due Diligence Investigation costs, or other costs or expenses or losses, as the result of Seller's inability to satisfy Seller's Condition Precedent. Buyer further acknowledges that Buyer has been advised by Seller, and Buyer understands, that the Seller's Condition Precedent, as a statutory limitation on Seller's power to convey the Property, cannot be waived by Seller.

13. **BUYER'S DEFAULT.** In the event Buyer refuses to Close even though required to do so pursuant to the Agreement, and fails to cure such default within fifteen (15) days of written notice thereof from Seller, Buyer's liability is expressly limited to forfeiture of the Deposit and any interest earned thereon, which payment shall constitute liquidated damages, and not a penalty, and shall be Seller's sole and exclusive remedy against Buyer, and Buyer shall have no further liability or obligation to Seller, except with respect to any confidentiality or indemnification provision expressly intended to survive the termination of this Agreement. The parties agree that it would be impracticable and extremely difficult to fix the actual damages suffered by Seller as a result of Buyer's failure to complete the purchase of the Property pursuant to this Agreement, and that under the circumstances existing as of the date of this Agreement, the liquidated damages provided for in this section represent a reasonable estimate of the damages which Seller will incur as a result of such failure, provided, however, that this provision shall not waive or affect Seller's rights and Buyer's obligations under any confidentiality or indemnification provisions of this Agreement that are expressly intended to survive the termination of this Agreement.

14. **SELLER'S DEFAULT.** In the event of a default by Seller, under this Agreement and Seller's failure to cure such default within fifteen (15) days after written notice thereof from Buyer (a "Seller Default"), Buyer shall, as its sole and exclusive remedy, have the right to either (i) seek specific performance of the Agreement; or (ii) terminate the Agreement, receive a refund of Deposit (including any portion that is otherwise non-refundable under this Agreement), any interest earned thereon shall be immediately returned to Buyer, and recover from Seller the documented costs of Buyer's Due Diligence Investigation in which case neither Seller nor Buyer shall be further obligated to the other hereunder, except with respect to any confidentiality or indemnification provision expressly intended to survive the termination of this Agreement.

15. **BROKERS.** Each party represents and warrants to the other that other than Sable Commercial Realty (the "Broker"), it has not contracted with any real estate broker or similar person with respect to the Agreement, and that no brokerage commission is due to anyone in connection with this sale based on being engaged by such party. Any party violating this representation and warranty shall indemnify and hold harmless the other party against any reasonable expenses, including attorneys' fees, incurred as a result of such violation. Seller shall pay Broker's commission under the terms of a separate agreement at Closing. **BUYER DISCLOSES THAT ONE OF ITS PRINCIPALS IS A LICENSED REAL ESTATE PROFESSIONAL.**

16. **NOTICES.** All notices hereunder shall be given either personally or by sending a copy thereof by registered or certified mail, return receipt requested, or by guaranteed overnight delivery service (*e.g.*, Federal Express) addressed to the parties at the addresses set forth below. Either party may change its address for purposes of receiving notice, by notice to the other. All notices hereunder shall be deemed effective upon receipt, or in the event of a refusal of a party to accept delivery, on the date of such refusal.

If to Buyer: 2270 Erin Court, LP
 c/o Aaron Hughes
 2450 Marietta Avenue
 Lancaster, PA 17601

With a copy to: John A. Mateyak, Esquire
Brubaker Connaughton Goss & Lucarelli LLC
480 New Holland Avenue, Suite 6205
Lancaster, PA 17602

If to Seller: COUNTY OF LANCASTER
150 North Queen Street, Suite 714
Lancaster, PA 17603
Attention: Christina L. Hausner, Solicitor

17. COOPERATION. The parties mutually acknowledge that each may need the reasonable cooperation of the other to carry out the provisions of the Agreement and both parties hereby agree to execute such documents and do such things as the other may reasonably request to assist the other, but in no event shall such party be required to incur any expense in connection with any such request except as expressly set forth herein. Both parties agree not to take any action which would tend to result in any governmental approval or permit being withheld, delayed or denied; provided, however, that Seller's obligation in this regard shall apply only with respect to approvals or permits by governmental agencies other than the Seller, in its own right, as the County.

18. DOCUMENTS TO BE DELIVERED BY SELLER. Seller shall deliver the following documents to Buyer at Closing as a condition of Buyer's obligation to complete Closing hereunder:

(a) Deed. Seller shall deliver to Buyer the special warranty Condominium Unit Deed, duly executed and acknowledged by Seller so as to convey to Buyer fee simple title to the Property consistent with the standards set forth in Paragraph 3 above.

(b) Affidavits. Seller shall deliver to the title company an affidavit stating that no work authorized by Seller has been performed on the Property for which a mechanics' or materialmen's lien could be filed, that there are no tenancies or rights of parties in possession of the Property, that all taxes of Seller then due have been paid and stating such other matters affecting title as the title company reasonably may require; provided, however, that Seller shall not be required to provide any representations inconsistent with the Declaration or other governing condominium documents or that are inconsistent with the "as-is" nature of the conveyance.

(c) FIRPTA. Seller shall deliver to Buyer and the applicable tax collector an affidavit stating that Seller is not a foreign person within the meaning of the Foreign Investor Real Property Transfer Act.

19. SELLER'S LIMITED REPRESENTATIONS. Consistent with the "as is" nature of the sale intended by the parties, as is more fully set forth in the Addendum to Agreement for the Sale of Condominium Unit of Erin Court Condominium incorporated at Paragraph 24 of this Agreement, and in the Declaration, Seller makes only the following limited representations:

(a) Seller owns good, marketable and transferable title to the Property;

(b) Seller is duly organized and validly subsisting with full power to execute and deliver the Agreement and, subject to satisfaction of Seller's Condition Precedent relating to the restrictions of the County Code on the sale of real property by a County, will have the power to consummate the transaction contemplated herein. Buyer acknowledges and agrees that in the event Seller's Condition Precedent is not satisfied, Seller will not have the power and authority to consummate the transaction;

(c) No litigation or private or governmental enforcement actions or orders of any kind are pending or, to the knowledge of Seller's County Commissioners or officers, proposed, threatened, or anticipated with respect to the Property, or with respect to any other matter affecting the Property or the operation thereof;

(d) Seller is in possession of the Property and the Property will, at Closing, not be subject to any leases;

(e) Seller has received no written notices and nothing has come to Seller's County Commissioners' or officers' attention that would reasonably cause Seller to believe that any governmental body having jurisdiction over the Property intends to exercise the power of eminent domain or a similar power with respect to all or any part of the Property;

(f) Seller has received no written notices and nothing has come to Seller's County Commissioners' or officers' attention that would reasonably cause Seller to believe that there are any planned or commenced public improvements or condominium improvement projects which may result in special or benefit assessments or which may otherwise affect the Property; and

(g) Seller has no reason to believe that there is any pending or threatened governmental proceedings which would impair or result in the termination of access to and from public highways, streets or roads.

If at any time prior to Closing Seller is notified or otherwise becomes aware of any event or incident inconsistent with or contrary to the limited above, Seller shall promptly give written notice thereof to Buyer. In the event of a material breach of any representation, Buyer, prior to Closing only, shall have the option of: (i) terminating the Agreement upon written notice to Seller, whereupon the Deposit (including any Extension Option Payment), and any interest earned on the Deposit, shall be immediately returned to Buyer, and neither Seller nor Buyer shall be further obligated to the other hereunder, except with respect to any confidentiality or indemnification provision expressly intended to survive the termination of this Agreement; or (ii) waiving such breach without abatement of the Purchase Price, whereupon the parties shall consummate the transaction herein contemplated.

Except as set forth herein and in the Declaration, Buyer acknowledges that neither Seller nor anyone acting, or purporting to act, on behalf of Seller, has made any representation with respect to the Property. Buyer further acknowledges and agrees that in the event of any inconsistency between the Declaration and this Agreement, the terms of the Declaration shall prevail.

20. BUYER'S REPRESENTATIONS. To induce Seller to enter into the Agreement, and with the knowledge that Seller is relying on same, Buyer represents, warrants and covenants to and with Seller, its successors, and assigns as follows:

(a) Buyer is or will be prior to closing a duly organized and validly subsisting entity with full power to execute and deliver the Agreement; and,

(b) Buyer has obtained all necessary authorizations and consents to enable it to execute and deliver the Agreement.

21. ASSIGNMENT. The Agreement may not be assigned or transferred by Buyer without the written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion; provided however that Buyer may assign the Agreement, in whole or in part and without Seller's consent, to an affiliate of Buyer or any related entity or individual. Upon any such assignment by Buyer, Buyer agrees that it shall remain primarily liable hereunder. Notwithstanding any other provision of this Agreement, if any permitted assignment results in any additional Realty Transfer Tax expense above the amount that would have applied in the absence of an assignment, the entire amount of such additional tax cost shall be borne by the Buyer.

22. SECTION 1031 EXCHANGE. Buyer or Seller may structure the disposition or acquisition of the Property, as the case may be, as a like-kind exchange under Internal Revenue Code Section 1031 at the exchanging party's sole cost and expense provided, however, that (a) consummation of this Agreement is not predicated or conditioned on an exchange, (b) the Closing shall not be delayed due to any exchange, (c) any rights of the non-exchanging party pursuant to this Agreement shall not be impaired due to any exchange requested by the exchanging party, (d) the non-exchanging party shall incur no additional costs, expenses or liabilities as a result of or in connection with any exchange requested by the exchanging party except those incurred in connection with the non-exchanging party's review of customary exchange documentation, and (e) the non-exchanging party shall not be required to take title to any other property in connection with any exchange requested by the exchanging party. Subject to the foregoing, each exchanging party, in addition to any assignment permitted by Paragraph 21, may assign the Agreement to a nominee to act in place of such exchanging party as a seller or purchaser, as applicable, of the Property for purposes of effectuating the exchange. Upon any such assignment and such nominee's written assumption of the exchanging party's obligations, such nominee shall be substituted for such exchanging party as such seller or purchaser, as applicable, of the Property. The exchanging party shall indemnify, defend and hold harmless the other party from all liability in connection with the indemnifying party's exchange, and the indemnified party shall not be required to take title to or contract for the purchase of any other property. The provisions of this Paragraph 22 shall survive the Closing for a period of two (2) years.

23. MISCELLANEOUS:

(a) The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, subject to the limitations of Paragraph 21;

(b) The Agreement, including the Background section and Addenda hereto, represents the entire Agreement between Buyer and Seller and encompasses all matters agreed upon or understood in this transaction. Other than as provided in the governing condominium documents, including but not limited to the Declaration and documents incorporated therein, and the By-Laws, and except as herein expressly set forth, there are no other terms, conditions, understandings, obligations, covenants, representations or statements,

oral or written, of any kind whatsoever. The Agreement shall not be altered, amended or changed except by written agreement signed by the parties hereto;

(c) The Agreement shall be construed, interpreted and governed under and in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law provisions; and,

(d) The preparation, revision or delivery of the Agreement for examination and discussion shall not be deemed to be an offer to purchase the Property but shall be merely a part of the negotiations between Buyer and Seller. Neither Buyer nor Seller shall have any obligation or liability to the other whatsoever at law or in equity (including any claims for detrimental reliance or promissory estoppel) unless and until such time as the Agreement has been fully executed

(Intentionally Left Blank)

(e) This Agreement may not be recorded by either party.

24. CONDOMINIUM ADDENDUM INCORPORATED HEREIN. The parties agree that the **Addendum to Agreement for the Sale of Condominium Unit of Erin Court Condominium**, which is attached hereto as "Addendum A," is an integral part of this Agreement and is hereby incorporated by reference. The parties further agree that in the event of any inconsistency between the terms of this main body of this Agreement and the terms of the Addendum to Agreement for Sale of Condominium Unit of Erin Court Condominium, the terms for such Addendum shall prevail.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

Witness

SELLER:
County of Lancaster

Name: _____

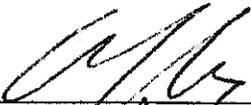
By: _____

Its: _____

Date: _____

Witness

BUYER:
2270 Erin Court, LP, by
2270 Erin Court GP, LLC, its general partner


Name: Adam T. Hughes

By: 

Name: Michael J. O'Brien

Title: Member

ADDENDUM A

**ADDENDUM TO AGREEMENT
FOR THE SALE OF CONDOMINIUM UNIT
OF ERIN COURT CONDOMINIUM**

THIS ADDENDUM, dated this ___ day of _____, 2016, is made an integral part of the Commercial Condominium Unit Agreement of Sale (hereinafter the "Agreement") of the same date for condominium Unit No. 3 (hereinafter the "Unit") of the Erin Court Condominium by and between the COUNTY OF LANCASTER (hereinafter the "Seller") and 2270 ERIN COURT, LP, a Pennsylvania limited partnership (hereinafter the "Buyer").

WITNESSETH

WHEREAS, Paragraph 24 of the Agreement incorporates by reference this Addendum setting forth additional understandings of the parties with respect to the sale and purchase of the commercial condominium Unit No. 3 of the Erin Court Condominium, as more fully described in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein and in the rest of the Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties, with the intent to be legally bound hereby, agree as follows:

1. **Acknowledgment of Receipt of Public Offering Statement.** Buyer acknowledges and agrees that Buyer prior to the effective date of this Agreement, specifically on June 15, 2016, received a copy of the Public Offering Statement for Erin Court Condominium. As is set forth in Section 2 below, although Seller, the County of Lancaster, is a government and takes the position that it is exempt from having to provide a public offering statement and the corresponding statutory fifteen (15) day cancellation period, Seller contractually agrees to permit Buyer to cancel this Agreement, in writing, within fifteen (15) days of the receipt by Buyer of the Public Offering Statement, but Seller does not agree to bind itself to any other statutory obligations of the Pennsylvania Uniform Condominium Act to which Seller, as a government body, would be exempt, including any statutory penalty provisions. Buyer shall be deemed to accept and agree to the provisions of the said Public Offering Statement unless Buyer cancels the Agreement, in writing, within fifteen (15) days of the receipt of the Public Offering Statement.

2. **Buyer's Right to Cancel Agreement Within 15 Days of Receipt of Public Offering Statement.** **SELLER AGREES THAT WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THE PUBLIC OFFERING STATEMENT, WHICH BUYER ACKNOWLEDGES WAS RECEIVED PRIOR TO THE DATE OF THIS AGREEMENT, BUYER, BEFORE CONVEYANCE, MAY CANCEL THIS AGREEMENT FOR THE PURCHASE OF THE CONDOMINIUM UNIT FROM THE SELLER/DECLARANT.** In the event that the agreement is cancelled in accordance with this Section 2 of this Addendum, Buyer's Deposit shall be refunded to Buyer from the escrow. The parties agree that closing will not occur until more than fifteen (15) days after the said receipt by Buyer of the Public Offering

Statement.

3. **“As Is” Purchase; Waiver of All Warranties.** Buyer, in accordance with the Declaration, purchases the said Unit No. 3, including the undivided interest in Common Elements, “AS IS” and “WITH ALL FAULTS.” Without limiting the generality of the foregoing, Buyer expressly waives warranties as provided in Article XVII of the Declaration, as follows:

A. Waiver of Statutory Warranties Against Structural Defects.

WITH RESPECT TO THIS NON-RESIDENTIAL CONDOMINIUM, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER WAIVES ALL WARRANTIES AGAINST STRUCTURAL DEFECTS IN UNIT AND COMMON ELEMENTS AND ALL PORTIONS OF THE CONDOMINIUM PROPERTY. BUYER, WITHOUT LIMITATION, WAIVES ALL WARRANTIES UNDER SECTION 3411 OF THE CONDOMINIUM ACT, 68 PA. C.S. § 3411, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES WITH RESPECT TO CONVERSION BUILDINGS. BUYER FURTHER WAIVES ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY THAT THERE ARE NO STRUCTURAL DEFECTS IN COMPONENTS INSTALLED ANYWHERE IN THE CONDOMINIUM OR IN WORK DONE OR IMPROVEMENTS MADE BY OR ON BEHALF OF DECLARANT ANYWHERE IN THE CONDOMINIUM; AND BUYER WAIVES ANY WARRANTY THAT ALL UNITS AND COMMON ELEMENTS ARE FREE FROM, OR HAVE BEEN INSPECTED FOR, VISIBLE STRUCTURAL OR MECHANICAL DEFECTS. BUYER WAIVES ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY THAT ANY SUCH DEFECTS OR OTHER VISIBLE CONDITIONS FOUND HAVE BEEN REPAIRED.

SELLER/DECLARANT EXPRESSLY OFFERS, AND BUYER ACCEPTS, THE UNIT AND COMMON ELEMENTS IN AN “AS IS” CONDITION “WITH ALL FAULTS.”

B. Waiver of Other Warranties.

TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER (a) WAIVES ALL OTHER EXPRESS OR IMPLIED OR STATUTORY WARRANTIES WITH RESPECT TO THE UNIT, THE COMMON ELEMENTS, AND THE CONDOMINIUM PROPERTY GENERALLY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF FITNESS, HABITABILITY, OR MERCHANTABILITY AS TO ANY PORTION OF THE CONDOMINIUM PROPERTY; AND (b) WAIVES ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE EXISTENCE FOR LEVELS OF RADON, RADON PROGENY, OR ANY OTHER POLLUTANT WITHIN THE CONDOMINIUM PROPERTY.

4. **Payment of Three Months' Reserves at Closing.** Buyer acknowledges and agrees that, pursuant to the Declaration, Buyer will be required to make a payment at Closing equal to three (3) months' of Condominium Common Expense Assessments as a reserve fund for capital improvements.

5. **Binding Effect of Declaration.** Buyer acknowledges having read the Declaration, a copy of which is recorded in the Office of the Recorder of Deeds in and for Lancaster County as set forth above, and a copy of which, including its Plats and Plans is also available at Seller's office for Buyer's further inspection. Having had an opportunity to read the Declaration, Buyer agrees, subject to the fifteen (15) day right of cancellation set forth above, and any Buyer Conditions Precedent or other rights of cancellation prior to Closing in the Commercial Condominium Unit Agreement for the Sale of which this Addendum forms a part, to be bound thereby and to acquire the Unit subject to all terms and provisions thereof.

6. **Acknowledgement of Special Declarant Rights.** Buyer acknowledges and agrees that, as set forth in the Declaration, Seller has reserved the right to maintain control over the Association and its Executive Board for the maximum period of time permitted by law. Seller also reserves such other rights as is fully set forth in the Declaration, including but not limited to the right to post "for sale" and "for lease" signs in the Common Elements.

7. **Miscellaneous.** Buyer hereby acknowledges that Buyer has been advised, and understands, that all references in the Declaration, Public Offering Statement, and Agreement to Square Footage, and acreage are approximate, as set forth in the Declaration, and are not warranted to be exact. Buyer agrees that the Purchase Price shall not be subject to any adjustment based upon actual square footage or acreage.

Buyer further acknowledges that Buyer has been advised, and understands, that the Condominium Association budget constitutes the Association's good faith estimate of costs and is not a representation or warranty by Seller. Buyer agrees that in the event that actual costs in the future are greater than those set forth in the budget, Buyer shall have no recourse against Seller for any such deviations.

8. **Inconsistent Provisions.** In the event that any provision of this Addendum is determined to be inconsistent with any provision of the main body of the said Agreement, the provisions of this Addendum shall prevail.

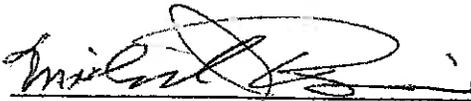
9. **Provisions to Survive Closing.** The provisions of this Addendum shall survive Closing and shall not merge with the Deed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

Witness: 

Date: 7/6/16

BUYER: 2270 Erin Court, LP,
By 2270 Erin Court GP, LLC, its General Partner

By: 

Print Name: Michael J. O'Brien

Its: Member

Witness:

Date: _____

SELLER: County of Lancaster

By: _____

Print Name: _____

Its: _____

ADDENDUM B

ADDENDUM B

- 1) Erin Court Complete Offering Statement.
- 2) Erin Court updated budget for 2015/2016.
- 3) Erin Court Waiver of Notice of first meeting, dated September 16, 2014.
- 4) Consent in Lieu of Organizational Meeting of Incorporator, dated September 15, 2014.
- 5) Erin Court Plats and Plans.
- 6) Erin Court AutoCAD WS files for 2270 Erin Court.
- 7) 2270 Erin Court Floor plans with and without workstations and furnishings shown.
- 8) Utilities accounts and spreadsheet of utility costs through end of 2014, inclusive of 2260 Erin Court.
- 9) Proposed division of space diagram for highway billboard (i.e. 50% of sign to 2270).
- 10) Erin Court property marketing brochure with disclosure.
- 11) Erin Court Addendum to Agreement of Sale.
- 12) Occupancy Permit for 2270 Erin Court.
- 13) Certificate of Substantial Completion.
- 14) Mold remediation report from EHC.
- 15) HVAC letter from Heim Co. in Harrisburg (states age of HVAC units).

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Law Library, to approve the following:

Library Management Arrangement

With:

West Publishing Corp.
St. Paul, Minnesota

For:

Subscription to West print products for the Law Library and the Judges of the Court of Common Pleas, including such items as Purdon's Pennsylvania Statutes, Pennsylvania cases, state and federal formbooks and practice materials, and legal encyclopedias and treatises.

Amount:

\$161,796.00 for the first year with a five percent (5%) increase per year for years two and three.

Term:

Three-year term effective August 1, 2016 through July 31, 2019.

7/06/16

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster, acting on behalf of the Planning Commission, to approve the following:

**Supplemental Agreement to
PennDOT Agreement No. 521160,
Work Order No. 1 With:**

Michael Baker International, Inc.
Harrisburg, Pennsylvania

Purpose:

To provide technical support with enhancement and application of the region's travel demand model work in accordance with the Unified Planning Work Program for Fiscal Years 2016-2018.

Amount/Term:

Not to exceed \$40,000.00 for year one of the agreement from the date of execution through June 30, 2017, and not to exceed \$40,000.00 for year two of the agreement for the period July 1, 2017 through June 30, 2018 (80% Federal funds; 10.17% State funds; and 9.83% local funds).

7/06/16

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to enter into Contracts of Sale of Agricultural Conservation Easements with the following property owners:

| <u>Name/Township</u> | <u>Type of Easement</u> | <u>County Share</u> | <u>State Share</u> |
|--|-------------------------|---------------------|--------------------|
| Edward E. and Debra R. Sumpman Rapho Township | Perpetual | \$55,672.00 | \$0.00 |

The Commissioners certify that the Edward E. and Debra R. Sumpman property, consisting of 34.26 acres, is located in the Agricultural Security Area of Rapho Township.

| <u>Name/Township</u> | <u>Type of Easement</u> | <u>County Share</u> | <u>State Share</u> |
|--|-------------------------|---------------------|--------------------|
| Stanley M. and Susan E. Godshall Mount Joy Township | Perpetual | \$62,655.00 | \$0.00 |

The Commissioners certify that the Stanley M. and Susan E. Godshall property, consisting of 41.77 acres, is located in the Agricultural Security Area of Mount Joy Township.

| <u>Name/Township</u> | <u>Type of Easement</u> | <u>County Share</u> | <u>State Share</u> |
|--|-------------------------|---------------------|--------------------|
| SmuckerLand, LLC Upper Leacock Township | Perpetual | \$0.00 | \$149,657.00 |

The Commissioners certify that the SmuckerLand, LLC property, consisting of 50.56 acres, is located in the Agricultural Security Area of Upper Leacock Township.

| <u>Name/Township</u> | <u>Type of Easement</u> | <u>County Share</u> | <u>State Share</u> |
|---|-------------------------|---------------------|--------------------|
| James E. Kettering, Mary Ellen McEvoy, Carol Jean Hoke and James E. Kettering, Trustee of the Henry E. Kettering Trust under Will dated October 6, 1995 f/b/o Benjamin H. Kettering East Hempfield Township | Perpetual | \$0.00 | \$175,065.00 |

The Commissioners certify that the James E. Kettering, Mary Ellen McEvoy, Carol Jean Hoke and James E. Kettering, Trustee of the Henry E. Kettering Trust under Will dated October 6, 1995 f/b/o Benjamin H. Kettering property, consisting of 53.05 acres, is located in the Agricultural Security Area of East Hempfield Township.

| <u>Name/Township</u> | <u>Type of Easement</u> | <u>County Share</u> | <u>State Share</u> |
|--|-------------------------|---------------------|--------------------|
| Reuben H. Weaver and Ella H. Weaver, Trustees of the Weaver Family Trust Under Agreement Dated August 9, 2007 Ephrata Township West Cocalico Township | Perpetual | \$0.00 | \$262,920.00 |

The Commissioners certify that the Reuben H. Weaver and Ella H. Weaver, Trustees of the Weaver Family Trust Under Agreement Dated August 9, 2007 property, consisting of 65.73 acres, is located in the Agricultural Security Area of Ephrata Township, and in the Agricultural Security Area of West Cocalico Township.

"continued"

| <u>Name/Township</u> | <u>Type of Easement</u> | <u>County Share</u> | <u>State Share</u> |
|--|-------------------------|---------------------|--------------------|
| Reuben H. Weaver and Ella H. Weaver, Trustees of the Weaver Family Trust Under Agreement Dated August 9, 2007 Ephrata Township | Perpetual | \$0.00 | \$201,160.00 |

The Commissioners certify that the Reuben H. Weaver and Ella H. Weaver, Trustees of the Weaver Family Trust Under Agreement Dated August 9, 2007 property, consisting of 50.29 acres, is located in the Agricultural Security Area of Ephrata Township.

| <u>Name/Township</u> | <u>Type of Easement</u> | <u>County Share</u> | <u>State Share</u> |
|--|-------------------------|---------------------|--------------------|
| Reuben H. Weaver and Ella H. Weaver, Trustees of the Weaver Family Trust Under Agreement Dated August 9, 2007 Ephrata Township West Cocalico Township | Perpetual | \$0.00 | \$303,280.00 |

The Commissioners certify that the Reuben H. Weaver and Ella H. Weaver, Trustees of the Weaver Family Trust Under Agreement Dated August 9, 2007 property, consisting of 75.82 acres, is located in the Agricultural Security Area of Ephrata Township, and in the Agricultural Security Area of West Cocalico Township.

| <u>Name/Township</u> | <u>Type of Easement</u> | <u>County Share</u> | <u>State Share</u> |
|--|-------------------------|---------------------|--------------------|
| Reuben H. Weaver and Ella H. Weaver, Trustees of the Weaver Family Trust Under Agreement Dated August 9, 2007 West Cocalico Township | Perpetual | \$0.00 | \$263,520.00 |

The Commissioners certify that the Reuben H. Weaver and Ella H. Weaver, Trustees of the Weaver Family Trust Under Agreement Dated August 9, 2007 property, consisting of 65.88 acres, is located in the Agricultural Security Area of West Cocalico Township.

| <u>Name/Township</u> | <u>Type of Easement</u> | <u>County Share</u> | <u>State Share</u> |
|--|-------------------------|---------------------|--------------------|
| Marvin J. and Rachel M. Zook Salisbury Township | Perpetual | \$0.00 | \$316,097.00 |

The Commissioners certify that the Marvin J. and Rachel M. Zook property, consisting of 82.36 acres, is located in the Agricultural Security Area of Salisbury Township.

I, Robert T. Still, Chief Clerk to the County of Lancaster, Pennsylvania, do hereby affirm that the above motion was adopted by the Lancaster County Board of Commissioners at its regularly scheduled meeting held on the 6th day of July, 2016.

ATTEST: _____
 Chief Clerk
 County of Lancaster, Pennsylvania
 Date: _____

On motion of Commissioner _____, seconded by Commissioner _____, it was agreed for the County of Lancaster to approve the following:

Agreement With:

Susquehanna Group Advisors, Inc.
Harrisburg, Pennsylvania

Purpose:

To assist the County with the planning and execution of the issuance of debt to advance refund the County's currently outstanding General Obligation Bonds, Series of 2006, and to refund the County's currently outstanding General Obligation Bonds, Series of 2011 in accordance with the Scope of Services set forth in the Agreement.

Compensation:

Not to exceed \$28,500.00 in connection with the work related to the issuance of any notes, bonds, or loans. Any such transaction fee shall be paid upon the successful closing of the financing transaction.

Method of Payment:

Compensation for services shall be upon closing for any note issue, bond issue, or bank loan.

Term:

This Agreement shall terminate on the closing date of the refunding issue.