

BID DOCUMENTS  
FOR  
616 SOUTH MARKET STREET  
MAY 5, 2016  
BOROUGH OF ELIZABETHTOWN  
600 SOUTH HANOVER STREET  
ELIZABETHTOWN, PA 17022  
717-367-1700



## Elizabethtown Borough

July 6, 2016

Dear Potential Bidder:

Please find attached the bid package for the sale of the improved real property located at 616 South Market Street (the "Property") and presently owned by the Borough of Elizabethtown. Included in the bid documents are the following:

1. R-3 Residential Zoning District Regulations.
2. An exhibit to the resolution adopted by Borough Council that includes general instructions and information regarding bid.
3. A copy of the recorded deed, as of this date, for the property.
4. An unsurveyed plot drawing as shown in the Lancaster GIS system.
5. A copy of the executed Redevelopment Contract dated April 28, 2016 between the Borough and the Redevelopment Authority of the County of Lancaster applicable to the Property (which as of the date of the preparation of these materials is in the process of being recorded in the Office of the Recorder of Deeds in and for Lancaster County).

Thank you for your interest submitting a bid for the purchase and subsequent acquisition of 616 South Market Street. The potential bidder will verify all of the information included herein prior to submitting a sealed bid. Questions regarding the bid process and appointment to view the property should be forwarded to me, Rodney Horton, 600 South Hanover Street, Elizabethtown, PA 17022, via email at [rhorton@etownonline.com](mailto:rhorton@etownonline.com) or 717-367-1700 extension 256.

Thank you,

Rodney L. Horton  
Planning & Zoning Director

600 South Hanover Street, Elizabethtown, PA 17022

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Phone (717) 367-1700 Fax (717) 367-6800  
[www.etownonline.com](http://www.etownonline.com)

**ELIZABETHTOWN BOROUGH  
SALE OF PROPERTY  
INVITATION TO BID**

The Borough of Elizabethtown will accept sealed bids for the sale of improved parcel of real property located at 616 South Market Street, Elizabethtown, Pennsylvania. The lot is approximately seven thousand, one hundred, and ten (7,110) square feet and is located near downtown Elizabethtown. The minimum bid amount is \$155,000.00. Sealed bids must be accompanied by a certified check in the amount of \$15,500 made payable to Elizabethtown Borough. Sealed bids must be received in the office of Elizabethtown Borough Office, 600 South Hanover Street, Elizabethtown, PA 17022, by 11:00 AM on Monday, August 1, 2016. The bids are to be addressed to the attention of Rodney Horton and clearly marked on the outside of the sealed envelope "BID FOR REAL ESTATE - 616 SOUTH MARKET STREET." Related inquiries may be made with Rodney Horton at 717-367-1700 or [rhorton@etownonline.com](mailto:rhorton@etownonline.com). Sealed bids will be opened at 11:00 AM on Monday, August 1, 2016 at the Elizabethtown Borough Office. The Borough reserves the right to reject any or all bids it deems necessary in the best interest of the citizenry. You are free to visit the lot at your leisure. You may view full documents online at [www.etownonline.com](http://www.etownonline.com).

Rodney Horton  
Planning & Zoning Director

**PART 8**

**R-3 RESIDENTIAL DISTRICT**

**§801. Intended Purpose.**

The R-3 Residential District is designed to maintain the quality and character of existing residential buildings near the Central Business District and to provide for higher-density housing through the conversion of existing residential buildings. The purpose of this district is to stabilize and preserve such areas of the Borough and provide for a suitable environment for family life.

(Ord. 766, 5/16/1996, §8.1)

**§802. Permitted Uses.**

1. Single-family detached dwellings.
2. Single-family semidetached dwellings.
3. Two-family detached dwellings.
4. Single-family attached dwellings (rowhouses or townhouses).
5. Conversion apartments.
6. Bed-and-breakfast establishments (up to three rooms).
7. Municipal buildings and facilities.
8. Public utility and communication uses where operation requirements necessitate locating within the district.
9. No-impact home occupations.

(Ord. 766, 5/16/1996, §8.2; as amended by Ord. 882, 2/15/2007)

**§803. Special Exceptions.**

The following special exceptions may be permitted by the Zoning Hearing Board, following review and comment by the Planning Commission, pursuant to standards and criteria as set forth in the supplemental regulations, Part 13, and the special exception regulations, Part 14:

- A. Home occupations.

## CHAPTER ZONING

- B. Churches or similar places of worship, parish houses, and convents.
- C. Day-care residences for not more than eight individuals, excluding children who permanently reside at the residence.

(Ord. 766, 5/16/1996, §8.3; as amended by Ord. 882, 2/15/2007)

### §804. Accessory Uses.

An accessory structure or use on the same lot which is customarily incidental to a permitted principal use, with the exception of a home occupation. Each accessory use shall comply with the provisions contained in the supplemental regulations.

(Ord. 766, 5/16/1996, §8.4)

### §805. Conditional Uses.

The following conditional uses may be permitted by Borough Council, following review and comment by the Planning Commission, pursuant to standards and criteria as set forth in the supplemental regulations, Part 13, and the conditional use regulations, Part 15:

- A. Apartments, garden apartments, apartment houses.
- B. Public and private schools.
- C. Day-care centers.
- D. Group homes for no more than eight individuals, including staff and supervisory personnel.
- E. Bed-and-breakfast establishments for more than four rooms.
- F. Funeral homes.
- G. Nursing homes.
- H. Clubs, lodges and fraternal organizations.

(Ord. 766, 5/16/1996, §8.5; as amended by Ord. 882, 2/15/2007)

### §806. Height Regulations.

The height of a building shall not exceed 35 feet.

(Ord. 766, 5/16/1996, §8.6)

**§807. Lot Area, Lot Width and Impervious Coverage Regulations.**

1. Lot area, lot width and lot depth requirements of not less than the following dimensions shall be provided for each structure or use hereafter erected, established or altered for any use permitted within this district. The minimum lot area, lot width and lot depth requirements are established for each dwelling unit.

USE	LOT WIDTH			
	LOT AREA (square feet)	STREET (feet)	SETBACK (feet)	LOT DEPTH (feet)
Single-family detached	6,000	55	60	100
Single-family semidetached	3,000/unit	30	30	100
Single-family attached	2,500/unit	20	20	100
Two-family detached	3,000/unit	55 <sup>1</sup>	60 <sup>1</sup>	100
Conversion apartments	4,000	45	50	100
Apartment dwellings	4,500/unit	55	60	100
Nonresidential uses	5,000	55	60	100

2. Coverage regulations. Lot coverage shall not exceed 50%. The remainder of the lot must be maintained in a vegetative cover or natural state, with at least 25% of the front yard area maintained as grass.

(Ord. 766, 5/16/1996, §8.7; as amended by Ord. 882, 2/15/2007)

**§808. Setback Regulations.**

The following setback regulations apply to all uses permitted within this district unless otherwise specified herein:

- A. Front yard: 20 feet.
- B. Side yards: eight feet for residential uses; 10 feet for nonresidential uses.
- C. Rear yard: 25 feet for residential uses; 35 feet for nonresidential uses.

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<sup>1</sup> per dwelling unit

CHAPTER ZONING

- D. Where required, buffer yards/screening shall be provided in accordance with the supplemental regulations.

(Ord. 766, 5/16/1996, §8.8)

**§809. Off-Street Parking/Access.**

Parking and access shall be provided in accordance with Part 16.

(Ord. 766, 5/16/1996, §8.9)

THE BOROUGH OF ELIZABETHTOWN,  
LANCASTER COUNTY, PENNSYLVANIA

RESOLUTION #2016 - 7

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF ELIZABETHTOWN, LANCASTER COUNTY, PENNSYLVANIA, A DULY CONSTITUTED MUNICIPAL BODY ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE BOROUGH OF ELIZABETHTOWN, 600 SOUTH HANOVER STREET, ELIZABETHTOWN, PA 17022 TO SALE CERTAIN REAL PROPERTY KNOWN TO BE LOCATED AT AND IDENTIFIED AS 616 SOUTH MARKET STREET.

WHEREAS, The Borough Council of the Borough of Elizabethtown [herein referred to as "Borough Council"], acquired title to a certain property known to be located at and identified as 616 South Market Street through the Lancaster County Redevelopment Authority;

WHEREAS, The property is described as one tract of land and bears Lancaster County Tax Parcel No. 250-72914-00000 and;

WHEREAS, It is the purpose of this Resolution to authorize sale of the identified property in the matter in accordance with this document and further detailed on "Exhibit A".

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Elizabethtown, Lancaster County, Pennsylvania, that the property shall be sold at public sale through a sealed bid process as hereinafter set forth in the following conditions:

1. The minimum bid to be submitted to the Borough for the acquisition of the vacant lot located at 616 South Market Street shall be \$155,000.00.
2. The use of the property shall be compliant with all provisions within the Elizabethtown Borough Zoning Ordinance, Chapter 27 of the Borough's Code of Ordinances. Furthermore, any construction undertaken by purchaser must be compliant with all applicable provisions of the International Construction Codes. All permits required shall be acquired and fees paid for by the purchaser.
3. Alternative uses of the property shall only occur upon the approval by the Elizabethtown Zoning Hearing Board [herein referred to as "the Board"] or Borough Council, depending on the applicable application.
4. Appropriate officials of the Borough of Elizabethtown are herewith authorized to execute a deed of conveyance and that said deed then be recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, memorializing sale of property.
5. All elements of blight must be removed within one (1) year of the date of settlement.

6. If applicable, subsequent owner(s) of the Property will be subject to the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the implementing regulations at 24 CFR Part 35 (Lead-Based Paint Poisoning Prevention in Certain Residential Structures); and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the implementing regulations at 24 CFR Part 42 (Displacement, Relocation Assistance and Real Property Acquisition for HUD and HUD-Assisted Programs.)

**BE IT FURTHER RESOLVED**, In accordance with the Borough Code of the Commonwealth of Pennsylvania, P.L. 262, No. 43 §1201.1, it shall, at such time as Borough Council deems appropriate, sell the property at public sale through a sealed bid process to the highest bidder, after due notice in one newspaper of general circulation in the Borough. Such advertisement shall be published once not less than ten (10) days prior to the date set for the public sale and such date shall be announced in such advertisement. All bids shall be accepted on the condition that payment of the purchase price in full shall be made within forty-five (45) days of acceptance of the highest bid. Borough Council expressly reserves the right to reject alternate bids and or bids deemed to be less than the fair market value of the real property.

**BE IT FURTHER RESOLVED**, Borough officers and staff are directed to make arrangements upon being directed by Borough Council to do so to arrange for a public sale through a sealed bid process of the property in accordance with the forgoing.

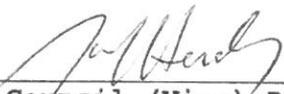
**BE IT FURTHER RESOLVED**, That the Borough of Elizabethtown, through its duly constituted elected and or appointed officers shall be authorized to take any required action to complete any of the forgoing provisions of this resolution.

Approved this 19<sup>th</sup> Day of May, 2016.

THE BOROUGH OF ELIZABETHTOWN

ATTEST:

  
\_\_\_\_\_  
Secretary

By:   
\_\_\_\_\_  
Council (Vice) President

**EXHIBIT A**  
**General Information about the Property**

Property

The property is located at 616 South Market Street. The Borough acquired the property by Deed dated May 4, 2016. The dimension of the lot is approximately thirty feet (38') wide by two hundred feet (187') in length. The property is located on the south side of East Washington Street. The lot is seven thousand, one hundred and ten (7,110) square feet. The property has capabilities to be serviced by all local utility services.

Description Summary

Utilities: Public water, public sewer, electric, and telephone

Zoning: R-3 Residential Zoning District

Tax ID Reference: 250-72914-0-0000

Sales History: Ownership of property transferred to Elizabethtown Borough by Deed from the Redevelopment Authority of the County of Lancaster dated May 5, 2016 (which as of the date of the preparation of this information is in the process of being recorded).

Tax Map Reference: 8D9

Block: 16

Lot: 2

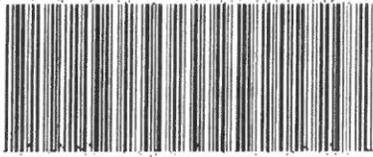
Current Annual Taxes: Approximately \$5,359.49 (Borough, County & School District)

Approved Use: Multi Family Use [four dwelling units]

Terms & Conditions

Purchaser must comply with provisions within the Redevelopment Contract dated April 28, 2016 between the Borough and the Redevelopment Authority of the County of Lancaster relating to the Property, a copy of which is attached hereto as "**Exhibit A-1**" and incorporated herein by reference. Settlement and payment in full must be made within forty-five (45) days of the acceptance of the bid. Failure to complete settlement within the prescribed time shall result in automatic forfeiture of the certified check and the parcel being sold to the second highest bidder. The Borough reserves the right to reject all bids if such bids are deemed to be less than the minimum bid amount. The multi-unit structure is being sold "as is" via public sale through a sealed bid process and bidders are responsible for verifying all aspects of the sale. Prospective bidders are responsible for viewing the site and conducting any necessary research. The information contained in this bid package should be verified for accuracy. With regards to the zoning information within this bid packet, there may be other applicable provisions of the zoning ordinance which are not part of this bid package. The data included was intended to give a prospective bidder preliminary data on permitted uses and deed restrictions. Minimum bids of \$155,000 will be accepted by the due date. The Borough reserves the right to reject all alternate bids lower than the minimum bid requirement of \$155,000. Alternate bids must be sealed and marked "Alternate Bid." Each bidder must submit a check for \$15,500. Also, a letter of pre-qualification for the mortgage that will be pursued as part of the bid package if financing is applicable. Sealed bids are due by **11:00 AM on Monday, August 1, 2016**. All bids are to be forwarded to Rodney Horton, 600 South Hanover Street, Elizabethtown, PA 17022. Sealed bids will be opened at 11:00 AM on Monday, August 1, 2016 at the Elizabethtown Borough Office.

The information contained in this description summary was prepared on May 20, 2016

<p><b>Lancaster County</b>          Bonnie L. Bowman          Recorder of Deeds          150 N. Queen Street          Suite 315          Lancaster, PA 17603          Phone: 717-299-8238          Fax: 717-299-8393</p>		<p>INSTRUMENT # : 6264470          RECORDED DATE: 05/09/2016 09:42:49 AM</p> <div style="text-align: center;">               3791828-0021 Y         </div> <p style="text-align: center;"><b>LANCASTER COUNTY ROD</b></p>
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**OFFICIAL RECORDING COVER PAGE** Page 1 of 4

<p><b>Document Type:</b> DEED  <b>Transaction Reference:</b> eSecureFile : 5240460  <b>Document Reference:</b></p>	<p><b>Transaction #:</b> 3683302 - 2 Doc(s)  <b>Document Page Count:</b> 3  <b>Operator Id:</b> boydj</p>
<p><b>RETURN TO:</b> (Simplifile)          Abstract Associates Of Lancaster, Inc          1903 Lititz Pike          Lancaster, PA 17601          (717) 581-5841</p>	<p><b>SUBMITTED BY:</b>          Abstract Associates Of Lancaster, Inc          1903 Lititz Pike          Lancaster, PA 17601</p>

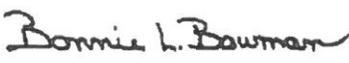
**\* PROPERTY DATA:**

Parcel ID #: 250-7291400000

Municipality: ELIZABETHTOWN BOROUGH (100%)

School District: ELIZABETHTOWN AREA SD

**\* ASSOCIATED DOCUMENT(S):**

<p><b>FEES / TAXES:</b></p> <table> <tr><td>RECORDING FEE: DEED</td><td>\$13.00</td></tr> <tr><td>CRC #6544</td><td>\$2.00</td></tr> <tr><td>RIF #6543</td><td>\$3.00</td></tr> <tr><td>WRIT TAX</td><td>\$0.50</td></tr> <tr><td>AFF HSG #6557</td><td>\$11.50</td></tr> <tr><td>PA SURCHARGE #6548</td><td>\$35.50</td></tr> <tr><td>STATE RTT</td><td>\$1,350.00</td></tr> <tr><td>ELIZABETHTOWN BOROUGH</td><td>\$675.00</td></tr> <tr><td>ELIZABETHTOWN AREA SD</td><td>\$675.00</td></tr> <tr><td><b>Total:</b></td><td><b>\$2,765.50</b></td></tr> </table>	RECORDING FEE: DEED	\$13.00	CRC #6544	\$2.00	RIF #6543	\$3.00	WRIT TAX	\$0.50	AFF HSG #6557	\$11.50	PA SURCHARGE #6548	\$35.50	STATE RTT	\$1,350.00	ELIZABETHTOWN BOROUGH	\$675.00	ELIZABETHTOWN AREA SD	\$675.00	<b>Total:</b>	<b>\$2,765.50</b>	<p>INSTRUMENT # : 6264470          RECORDED DATE: 05/09/2016 09:42:49 AM</p> <p>I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Lancaster County, Pennsylvania.</p> <div style="text-align: center;">  </div> <p style="text-align: right;">   <b>Bonnie L. Bowman</b>          Recorder of Deeds     </p>
RECORDING FEE: DEED	\$13.00																				
CRC #6544	\$2.00																				
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ELIZABETHTOWN AREA SD	\$675.00																				
<b>Total:</b>	<b>\$2,765.50</b>																				

**PLEASE DO NOT DETACH**  
 THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.  
 \*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

Recorded Electronically  
ID 6264470  
County Lancaster  
Date 5-9-16 Time 09:42:49  
Simplifile.com 800.460.5657 Am

Prepared By:  
ABSTRACT ASSOCIATES OF LANCASTER, INC.

Return To:  
ABSTRACT ASSOCIATES OF  
LANCASTER, INC.  
1903 LITITZ PIKE,  
LANCASTER, PA 17601

UPI# 250-72914-0-0000

*AAL42119A*  
91506

**THIS DEED,** made this 4th day of May  
in the year two thousand and sixteen (2016)

**BETWEEN REDEVELOPMENT AUTHORITY OF THE COUNTY  
OF LANCASTER, of the County of Lancaster and  
Commonwealth of Pennsylvania, Party of the First Part,**  
  
(hereinafter called the Grantor/s)

and **ELIZABETHTOWN BOROUGH, of the County of  
Lancaster and Commonwealth of Pennsylvania, Party of  
the Second Part,**  
  
(hereinafter called the Grantee/s)

**WITNESSETH,** that in consideration of the sum of: **One Hundred Thirty Five Thousand and  
00/100  
Dollars----- (\$135,000.00)**

In hand paid, receipt whereof is hereby acknowledged, said Grantor (s) do/does hereby grant and convey  
to said Grantee (s), his/her/their heirs and assigns

**ALL THAT CERTAIN** lot or piece of land, with a two-story brick dwelling house, frame barn, and other improvements thereon erected, known and numbered as 616 SOUTH MARKET STREET. situate on the: south side of Market Street in the Elizabethtown Borough, Lancaster County, Pennsylvania. bounded and described as follows:

**BOUNDED** on the north by said Market Street; on the east by property now or formerly of Stephen L. Simmers; on the south by a fourteen (14) feet wide public alley; and on the west by property now or formerly of Eugene W. and Jean Morris.

**CONTAINING** in front on said Market Street forty-two (42) feet eight (8) inches and extending in depth southward, one hundred eighty-four feet nine inches ( 184' 9") to a width of thirty-eight feet five inches (38' 5") on the north side of said fourteen (14) feet wide public alley.

**TOGETHER WITH** the right and privilege for the grantee, his heirs and assigns, to run a pipe into the well in the cellar of the adjoining half building for the purpose of drawing water from said well, free of charge, with the privilege of entering the said adjoining property for the purpose of repairing or replacing such pipe, being required, however, to repair, at his own expense, any and all damage done to the adjoining property by reason of such repairing or replacing of pipes.

**TOGETHER ALSO WITH** the free and unmolested right and privilege for the said Grantee, his heirs and assign, to lay a pipe or pipes under ground from the hereby granted premises across the alley at the rear end of the premises over the run of water on the adjoining land now or formerly of Samuel Stern, in order to take water from said run at all times hereafter, as much as will be needed for use on the hereby granted premises for all ordinary purposes, with the right to repair or relay such pipes wherever occasion may require, all free of charge but said grantee shall not do any unnecessary damage to the premises in laying or repairing such pipes, and the said Grantee shall have the same right to lay such pipes to run her waste water in said run.

**SUBJECT TO** the right for the present owner of the premises adjoining those hereby conveyed on the east by receive Borough Water and Gas from the pipes leading from the mains on South Market Street into the premises hereby conveyed, as said rights are now enjoyed by said owner and as said connections are now made from his said property, and, in the event that any repairs are necessary to be made to the pipes leading from the street mains to said properties, the expense of such repairs to be borne in equal proportions by said respective owners, their heirs and assigns.

**BEING THE SAME PREMISES WHICH** Kim M. McCue by deed dated November 27, 1995 and recorded November 28, 1995 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Record Book 4810, Page 154 granted and conveyed unto Steven W. Vandervort.

**ALSO BEING THE SAME PREMISES WHICH** Steven W. Vandervort by deed of even date herewith and recorded herewith in the Office of the Recorder of Deeds in and for



# Owner's Policy of Title Insurance - Pennsylvania

Issued by CONESTOGA TITLE INSURANCE CO. 

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CONESTOGA TITLE INSURANCE CO., a Pennsylvania Corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of

1. Title being vested other than as stated in Schedule A
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation; (ii) failure of any person or Entity to have authorized a transfer or conveyance; (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered; (iv) failure to perform those acts necessary to create a document by electronic means authorized by law; (v) a document executed under a falsified, expired, or otherwise invalid power of attorney; (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or (vii) a defective judicial or administrative proceeding
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the Title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records (i) to be timely, or (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions

IN WITNESS WHEREOF, the Company has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

COUNTERSIGNED:



Authorized Officer or Agent (Valid only when Countersigned)

Title No. **AAL42119A**  
Policy No. **0000091506**



CONESTOGA TITLE INSURANCE CO.

By:  President

Attest:  Secretary

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### **I. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A. (i) the term "Insured" also includes (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin; (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization; (C) successors to an Insured by its conversion to another kind of Entity; (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured, (2) if the grantee wholly owns the named Insured, (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes. (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### **2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### **3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### **4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### **5. DEFENSE AND PROSECUTION OF ACTIONS**

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

### **6. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the

Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant. (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of (i) the Amount of Insurance; or (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured, (i) the Amount of Insurance shall be increased by 10%, and (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or

encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

#### 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

#### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this

policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

#### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

#### 17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

#### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 137-139 East King Street, Lancaster, PA 17602.

**CONESTOGA TITLE INSURANCE CO.** 

137-139 East King Street  
Lancaster, PA 17602  
(717) 299-4805

Conestoga Title  
Insurance Co.

**CONESTOGA TITLE INSURANCE CO.**

137 East King Street, Lancaster, PA 17602

Valid when  
attached to  
ALTA Owners Policy  
6/17/06

**OWNER'S FORM SCHEDULE A**

Date of Policy                      May 9, 2016  
Policy Number:                    0000091506 (OWNER)  
Title No.:                            AAL42119A  
Amount of Policy:                \$135,000.00  
1. Name of Insured:              ELIZABETHTOWN BOROUGH

Mortgagee and Amount  
Insured by Separate Loan  
Policy (if any)

\$ N/A

Property Location:

616 S MARKET STREET  
ELIZABETHTOWN PA 17022  
ELIZABETHTOWN BOROUGH  
LANCASTER COUNTY, PA

(Reference Only - NOT Part of Policy Provisions)

2.        The estate or interest in the land described herein and which is covered by this policy is:

Fee Simple

3.        Title to the estate or interest in the land is vested in:

ELIZABETHTOWN BOROUGH, BY VIRTUE OF A CERTAIN DEED FROM REDEVELOPMENT AUTHORITY OF THE COUNTY OF LANCASTER, DATED MAY 4, 2016 AND RECORDED MAY 9, 2016 IN LANCASTER COUNTY, PA, IN INSTRUMENT #6264470.

4.        The land referred to in this policy is situated in the County of Lancaster State of PA and is described as follows:

See Legal Description (Schedule C) attached hereto

**SCHEDULE B**

Policy Number 0000091506 (OWNER)

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1a. MORTGAGE: NONE
  
- 1b. Any variation in location and dimensions, conflicts in boundary lines, encroachments, overlaps, easements not of record and any other objections which a survey made in accordance with "Minimum Standard Detail Requirements for Land Title Surveys as adopted by American Land Title Association and American Congress on Surveying and Mapping" would disclose.
  
- 1c.
  - (i) Rights or claims of parties in possession not shown by the public records.
  - (ii) Easements, or claims of easements, not shown by the public records.
  - (iii) Taxes or special assessments which are not shown as existing liens or charges by the public records.
  - (iv) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
  
2. Right for pipes, water and gas as set forth in Record Book 2839, Page 626 and Record Book I, Volume 94, Page 221.
3. Alley rights or easements.
4. Easement of party walls.
5. Redevelopment Contract as set forth in Instrument #6264471.

## SCHEDULE C

### Legal Description

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ALL THAT CERTAIN lot or piece of land, with a two-story brick dwelling house, . frame barn, and other improvements thereon erected, known and numbered as 616 SOUTH MARKET STREET. situate on the: south side of Market Street in the Elizabethtown Borough, Lancaster County, Pennsylvania. bounded and described as follows:

BOUNDED on the north by said Market Street; on the east by property now or formerly of Stephen L. Simmers; on the south by a fourteen (14) feet wide public alley; and on the west by property now or formerly of Eugene W. and Jean Morris.

CONTAINING in front on said Market Street forty-two (42) feet eight (8) inches and extending in depth southward, one hundred eighty-four feet nine inches ( 184' 9") to a width of thirty-eight feet five inches (38' 5") on the north side of said fourteen (14) feet wide public alley.

TOGETHER WITH the right and privilege for the grantee, his heirs and assigns, to run a pipe into the well in the cellar of the adjoining half building for the purpose of drawing water from said well, free of charge, with the privilege of entering the said adjoining property for the purpose of repairing or replacing such pipe, being required, however, to repair, at his own expense, any and all damage done to the adjoining property by reason of such repairing or replacing of pipes.

TOGETHER ALSO WITH the free and unmolested right and privilege for the said Grantee, his heirs and assign, to lay a pipe or pipes under ground from the hereby granted premises across the alley at the rear end of the premises over the run of water on the adjoining land now or formerly of Samuel Stern, in order to take water from said run at all times hereafter, as much as will be needed for use on the hereby granted premises for all ordinary purposes, with the right to repair or relay such pipes wherever occasion may require, all free of charge but said grantee shall not do any unnecessary damage to the premises in laying or repairing such pipes, and the said Grantee shall have the same right to lay such pipes to run her waste water in said run.

SUBJECT TO the right for the present owner of the premises adjoining those hereby conveyed on the east by receive Borough Water and Gas from the pipes leading from the mains on South Market Street into the premises hereby conveyed, as said rights are now enjoyed by said owner and as said connections are now made from his said property, and, in the event that any repairs are necessary to be made to the pipes leading from the street mains to said properties, the expense of such repairs to be borne in equal proportions by said respective owners, their heirs and assigns.

BEING THE SAME PREMISES WHICH Kim M. McCue by deed dated November 27, 1995 and recorded November 28, 1995 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania in Record Book 4810, Page 154 granted and conveyed unto Steven W. Vandervort.

Account Number: 250-72914-0-0000



558

600

606

616

618

626

626

636

609

611

619

50'

50'

36'

61'

197'

190'

187'

42.7'

50.3'

50'

182.3'C

177.6'C

169'

38.4'

54.5'

50'

ARCH ST

S MARKET ST

S PEACH ALY

STONE ALY

Prepared By: Stevens & Lee  
17 N. 2<sup>nd</sup> Street, 16<sup>th</sup> Floor  
Harrisburg, PA 17101

Return To: Stevens & Lee  
17 N. 2<sup>nd</sup> Street, 16<sup>th</sup> Floor  
Harrisburg, PA 17101

UPI #: 250-72914-0-0000

REDEVELOPMENT CONTRACT

616 S. Market Street, Elizabethtown, PA

THIS REDEVELOPMENT CONTRACT (hereinafter referred to as "Contract") is made on or as of the 28<sup>th</sup> day of April, 2016, by and between the

REDEVELOPMENT AUTHORITY OF THE COUNTY OF LANCASTER, a public body corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereafter called "Authority" or "Seller"), with its principal place of business at 202 North Prince Street, Suite 400, in the City of Lancaster (hereinafter called "City"), Commonwealth of Pennsylvania,

AND

ELIZABETHTOWN BOROUGH, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania, having an address at 600 S. Hanover Street, Elizabethtown, PA 17022 (hereinafter called "Purchaser").

WITNESSETH:

WHEREAS, the Lancaster County Commissioners by Ordinance No. 56 (as amended), created the Lancaster County Vacant Property Reinvestment Board (hereinafter referred to as "VPRB") under provisions of the Urban Redevelopment Law of the Commonwealth of Pennsylvania of 1945, as subsequently amended Act 94 of 1978, to remove vacant blighted

properties in the County of Lancaster, outside the City of Lancaster limits, and to promote reinvestment in these properties for residential and related reuse purposes; and

WHEREAS, the Authority, utilizing Community Development Block Grant funds or HOME Investment Partnership Program funds, entered into contracts with the seller to provide acquisition and disposition services for the VPRB; and

WHEREAS, the Authority has agreed to acquire from Steven W. Vandervort (“Vandervort”) certain real property located at 616 S. Market Street, Elizabethtown Borough, Lancaster County, Pennsylvania, more particularly described in the Deed to Vandervort recorded with the Recorder of Deeds of Lancaster County at Book 4810, page 0154 (hereinafter referred to as “Property”), and to sell the Property to Purchaser to redevelop, by construction of improvements or rehabilitation, the Property for residential purposes, all in accordance with the applicable regulations of the VPRB and the provisions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**SECTION 1. SALE; PURCHASE PRICE.**

Subject to all the terms, covenants, and conditions of the Contract, the Seller will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the Seller and pay therefor, the amount of ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$135,000.00) plus the “Costs of Closing” which shall be (i) all costs incurred by the Authority in acquiring the Property from Vandervort (including costs of appraisals, title work, legal fees, recording fees, realty transfer taxes and attendant closing costs and fees); and (ii) all costs incurred by the Authority in preparation of all closing documents by the Authority (including but not limited to a Special Warranty Deed, Quit Claim Deed and Certificate of Completion) (hereinafter called “Purchase Price”). Each party to this Contract shall be responsible for its own attorneys’ fees incurred relative to the negotiation of this Contract and closing from the Authority to Purchaser. Payment of the Purchase Price shall be made as follows:

(A) Purchaser shall pay the Costs of Closing at Settlement.

(B) Within six (6) months of Settlement (the "Deferral Period"), the Purchaser shall pay the greater of:

(1) the remaining balance of One Hundred Thirty Five Thousand Dollars (\$135,000.00), minus reasonable documented costs incurred by the Purchaser to remove the conditions of blight, as approved by the Seller's Board of Directors in its reasonable discretion; or

(2) 75% of the Purchase Price.

After Settlement, this Contract shall be recorded against the Property in the Office of the Recorder of Deeds of Lancaster County, as a lien against the Property to secure payment of the Purchase Price and to assure that the blighted conditions are removed. During the Deferral Period, Purchaser will be obligated to commence removal of the conditions that caused the Property to be determined "Blighted" in accordance with Sections 4 and 5, and will make reasonable attempts to obtain a purchaser for the Property. In the event of a conveyance of the Property by Purchaser to a third party, the rights and obligations of Purchaser under this Contract, which are intended by the parties to run with the land, shall pass to such successor in title, and to any subsequent successors and assigns with respect to the Property.

## SECTION 2. CONVEYANCE OF PROPERTY.

(A) Form of Deed. The Seller shall convey to the Purchaser good and marketable title to the Property that is insurable by a reputable title insurance company at regular rates free and clear of all mortgages, liens, encumbrances and easements, except as expressly provided below in this Paragraph, by special warranty deed (hereinafter called "Deed"). The conveyance and title shall, in addition to the condition subsequently provided for in Section 14 hereof and to all other conditions, covenants, and restrictions set forth or referred to elsewhere in the Contract, be subject to:

(1) Easements or servitudes apparent from the inspection of the Property, and any variation in location or dimension, conflict with line of adjoining property,

encroachments, projections or other matters which might be disclosed by an accurate survey of the Property;

(2) Any reservations, restrictions, limitation, conditions, or agreements set forth in the chain of title;

(3) Ordinances of the Borough of Elizabethtown ("Municipality"); and

(4) Completion of construction in compliance with the plans and specifications approved by Seller in advance (as may be amended from time to time with the prior written approval of the Seller), which approvals shall not be unreasonably withheld.

(B) Settlement; Time and Place for Delivery of Deed. Settlement shall be made at the office of the Seller, or such other place as the parties shall mutually agree, on or before **May 4, 2016**, and the Purchaser shall accept such conveyance and make the payment of Costs of Closing in accordance with Section 1 of this Contract at such time and place. The Seller shall deliver the Deed and possession of the Property to the Purchaser at Settlement.

(C) Title Insurance. The Purchaser shall be responsible for the cost of any title insurance which may be necessary for the Purchaser's own purposes.

(D) Taxes and Miscellaneous Costs. The Purchaser shall be responsible for the payment of all State and local realty transfer taxes, if any, fees for recording this Contract, the Deed and any other necessary documents or instruments related to this transaction, and any miscellaneous costs in connection with recordation of Deed and Contract. In addition, Purchaser shall be responsible for payment at Settlement of its pro rata share for all days following Settlement of all real estate taxes assessed against the Property for the current fiscal tax year.

### **SECTION 3. CONDITION OF PROPERTY.**

**THE PROPERTY SHALL BE CONVEYED "AS IS". THE PURCHASER HAS INSPECTED THE SAME AND AGREES TO ACCEPT THE PROPERTY IN ITS PRESENT CONDITION WITHOUT EXCEPTION.**

**SECTION 4. IMPROVEMENTS AND REHABILITATION PLANS.**

The Purchaser agrees it, or its successor in title, shall improve and/or rehabilitate the Property as a multi-family residential dwelling. The term "Improvements/Rehabilitation" as used in this Contract means the improvements and/or rehabilitation specified in this Section.

The Purchaser shall construct the Improvements/Rehabilitation to correct all Uniform Construction Code and Property Maintenance Code violations to the interior and exterior of the Property. Said Improvements/Rehabilitation shall be completed in conformance with the Certificate of Occupancy requirements of the Borough of Elizabethtown, and any other applicable local, state or federal laws and regulations, and in accordance with the Proposal approved by Seller, copies of which are on file with Seller and incorporated herein by reference.

Any rehabilitation of the Property will be subject to the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the implementing regulations at 24 CFR Part 35 (Lead-Based Paint Poisoning Prevention in Certain Residential Structures).

Any Improvements/Rehabilitation not in conformity with stated requirements in this section of the Contract shall be removed immediately upon notification from the Seller and be replaced with Improvements/Rehabilitation in conformity with stated requirements, in this section of the Contract, at the sole cost and expense of Purchaser or its successors and assigns with respect to the Property.

**SECTION 5. TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS OF REHABILITATION WORK.**

The construction of the Improvements/Rehabilitation referred to in Section 4 shall be completed by **November 4, 2017 (18 months from Settlement)**, subject to the Enforced Delay provisions of Section 13 hereof. Purchaser shall diligently pursue receipt of all necessary governmental approvals and permits, and shall commence construction by **November 4, 2016 (6 months from Settlement)**, subject to the Enforced Delay provisions of Section 13 hereof. In addition, Purchaser acknowledges and agrees with each of the following:

(A) Purchaser represents by signing this Contract, that financial and/or construction ability to improve and/or rehabilitate the Property is present and Purchaser assumes, or in the event of a conveyance by Purchaser, Purchaser's successors and assigns assume, full responsibility for a continuation of this ability.

(B) The Purchaser agrees that it, or its successors and assigns, shall secure the Property from vandalism and theft during the period to commencement of the conveyance of the Property to the date of occupancy.

(C) The Purchaser agrees that it, or its successors and assigns, shall obtain all necessary Uniform Construction Code permits from the Municipality prior to commencement of the construction of the Improvements/Rehabilitation.

(D) The Purchaser agrees that it, and its successors and assigns, not to occupy or cause or permit to be occupied, the Property until all necessary approvals have been received from the Municipality certifying in writing that the Property is safe, sanitary and suitable for use and occupation.

(E) The Purchaser agrees that it, or its successors and assigns, shall permit periodic inspections by the Seller upon reasonable notice providing for a mutually convenient time, for a determination by the Seller and those departments of whether reasonable, satisfactory progress, as defined by the Seller, is being made by the Purchaser or its successors and assigns in improving and/or rehabilitating the Property.

(F) The Purchaser agrees that it, or its successors and assigns, shall carry, throughout the term of this Contract, Property and Liability Insurance with the liability coverage in the amount of \$300,000, or substitute insurance acceptable to Seller, on the Property referred to in this Contract, naming Seller as an additional insured.

(G) The Purchaser agrees that it, or its successors and assigns, shall pay in timely fashion, throughout the term of this Contract, all real estate taxes, trash, water and sewer rents and any other charge or assessment which, if left unpaid, could result in the imposition of a tax or municipal lien against the Property.

(H) The Purchaser agrees that in the event:

(1) The Purchaser or its successors and assigns fail to improve and/or rehabilitate the Property in accordance with Section 4 herein; or

(2) The Purchaser or its successors and assigns fail to immediately and diligently seek the approvals required under Section 4 and 5; or

(3) The Purchaser or its successors and assigns fail to diligently proceed with the Improvements/Rehabilitation so that the same will be completed by the aforementioned completion date; or

(4) The Purchaser obtains a buyer for the Property (the "Subsequent Buyer") during the Deferral Period but prior to removing the conditions of blight, the Purchaser shall ensure that the Subsequent Buyer shall be subject to the same requirements and time frames for removal of the blighted conditions, and, upon sale of the Property by the Subsequent Buyer, then:

The Purchaser will pay the Seller an amount equal to the greater of:

(i) The Purchase Price minus reasonable documented costs incurred by the Purchaser to remove the conditions of blight as approved by the Seller's Board of Directors in its reasonable discretion; or

(ii) 75% of the Purchase Price.

**SECTION 6. COMMENCEMENT AND COMPLETION OF CONSTRUCTION OF IMPROVEMENTS/REHABILITATION.**

The Purchaser agrees for Purchaser, Purchaser's successors and assigns, and every successor in interest to the Property, or any part thereof, that the Purchaser shall promptly begin and diligently complete the redevelopment or rehabilitation of the Property through the construction of the Improvements/Rehabilitation thereon, and that the construction or rehabilitation shall in any event be begun and completed within the period specified in Section 5. It is intended and agreed that these agreements and covenants shall be covenants running with

the land, binding for the benefit of the Seller, and enforceable by the Seller against the Purchaser or, in the event of a conveyance of the Property by Purchaser, against Purchaser's successors and assigns in and to the Property or any part thereof of any interest therein.

**SECTION 7. CERTIFICATE OF COMPLETION.**

(A) Promptly after the completion of the construction of the Improvements/ Rehabilitation in accordance with this Contract, the Purchaser shall arrange with the Seller for a final inspection of the Property. If the Improvements/Rehabilitation have been completed in accordance with the requirements of the Lancaster County VPRB Program, this Contract and Certificate of Occupancy requirements of the Municipality, the Seller will issue an appropriate instrument so certifying, and shall cause a copy of such certificate to be recorded in the Recorder of Deeds Office in and for Lancaster County confirming that the requirements of this Contract have been satisfied and terminating this Contract and any and all remaining obligations or covenants or restrictions running with the land by virtue of this Contract. The certificate by the Seller shall be a conclusive determination of satisfaction and termination of the covenants in the Contract with respect to the obligations of the Purchaser and Purchaser's successors and assigns to construct the Improvements/Rehabilitation and the dates for the beginning and completion thereof. If the Seller shall refuse or fail to issue the certification, the Seller shall within thirty (30) days after written request by the Purchaser, provide the Purchaser with a written statement indicating in adequate detail how the Purchaser has failed to complete the construction of the Improvements/Rehabilitation in conformity with the requirements of the VPRB, this Contract or Certificate of Occupancy requirements of the Municipality or is otherwise in default, and what measures or acts will be necessary, in the opinion of the Seller, for the Purchaser to take or perform in order to obtain the certification.

(B) Notwithstanding anything else in the Contract to the contrary, Seller shall not deliver the Certification of Completion to Purchaser unless Purchaser has satisfactorily complied with all of the terms and conditions of the Contract.

**SECTION 8. RESTRICTIONS ON USE.**

The Purchaser agrees for Purchaser, Purchaser's heirs, successors and assigns, and every successor in interest to the Property, or any part thereof, that the Purchaser, and the Purchaser's heirs, successors and assigns shall:

(A) Devote the Property to uses permitted by the Elizabethtown Borough Zoning Ordinance;

(B) Not unlawfully discriminate upon the basis of age (40 years and over), race, color, religion, gender, or national origin or other status protected by law in the sale or occupancy of the Property, in any Improvements/Rehabilitation located or to be erected thereon, or any part thereof;

(C) Comply with all applicable regulations, rules and orders which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards; and

(D) Improve and/or rehabilitate, and thereafter preserve and maintain, the Property in accordance with all applicable state, federal, and local regulations, including, but not limited to, all applicable codes of the Municipality and remove and keep out the elements of blight.

**SECTION 9. COVENANTS: BINDING UPON SUCCESSORS IN INTEREST: PERIOD OF DURATION.**

It is intended and agreed that the covenants provided in the Contract, including but not limited to Section 8, unless otherwise indicated, shall be covenants running with the land, binding to the fullest extent permitted by law and equity for the benefit of and enforceable by, the Seller, its successors and assigns, the Seller, and any successors in interest to the Property, or any part thereof. The restrictions set forth in Section 8 of this Contract shall expire upon the termination of this Contract as set forth in Section 7.

SECTION 10. TRANSFER OF PROPERTY.

Prior to the delivery to Purchaser of the Certificate of Completion pursuant to Section 7, the Purchaser shall not make or suffer to be made any sale, assignment, conveyance or transfer of the Property, or any part thereof or any interest therein, or contract or agree to do any of the same, without requiring the Subsequent Purchaser to comply with all terms of this Contract. Any attempted transfer without such requirement shall be void *ab initio* and shall confer no rights upon any third persons. No transfer, unless approved by Seller, which approval shall not be unreasonably withheld, shall relieve Purchaser of any of its obligations under this Contract prior to delivery of the Certificate of Completion for the Property.

SECTION 11. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the delivery to Purchaser of the Certificate of completion pursuant to Section 7, no Subsequent Purchaser shall grant or permit the filing of any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be added on or attached to the Property, except when expressly permitted in writing by the Seller, which permission shall not be unreasonably withheld. Until a Certification of Completion has been delivered to the Purchaser, the Subsequent Purchaser shall notify the Seller in advance of any intended financing, secured by a construction mortgage or other similar lien instrument, and of any encumbrances or lien that intends to attach to the Property. Any attempt to encumber the Property shall be void *ab initio* and shall confer no rights upon any third persons.

SECTION 12. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any of the provisions of this Contract, including but not limited to those which are intended to be covenants running to the land, the holder of any mortgage authorized by this Contract (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Contract to construct Improvements/Rehabilitation or

complete the construction of the Improvements/Rehabilitation or to guarantee such Improvements/Rehabilitation or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Nothing in this Section or any other Section or provision of this Contract shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any Improvements/Rehabilitation thereon other than those uses or Improvements/Rehabilitation provided or permitted by this Contract.

**SECTION 13. ENFORCED DELAY IN PERFORMANCE.**

Neither the Seller nor the Purchaser, nor any successor in interest, shall be considered in breach or default of its obligations with respect to the preparation of the Property for redevelopment or Improvements/Rehabilitation, or the commencement and completion of construction of Improvements/Rehabilitation, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for the performance of the obligation shall be extended for the period of the enforced delay, as determined by the Seller, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

**SECTION 14. REMEDIES.**

(A) In General. Except as otherwise provided in the Contract, in the event of any default in or breach of the Contract, or any of its terms or conditions, by the Purchaser, or Purchaser's successors or assigns, Purchaser shall, upon written notice from the Seller, proceed immediately to cure or remedy such default or breach. If, at the expiration of thirty (30) days after service of such notice by Seller, the default or breach shall not have been cured, or in the event of default or breach incapable of cure within thirty (30) days, Purchaser shall fail to commence with diligently proceeding to cure such default or breach within thirty (30) days, the Seller may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Purchaser to revest title in the Seller as set forth herein. The notice required in this section may be given by either first class or certified mail, postage prepaid. Service of notice is complete upon mailing to Purchaser at Purchaser's address set forth in this Contract or

at such other address as Purchaser or any Subsequent Purchaser, by written notice to Seller delivered or mailed to its principal office, may provide to Seller.

(B) Revesting Title. In the event that subsequent to conveyance of the Property to the Purchaser and prior to completion of construction of the Improvements/Rehabilitation of the Property as certified by the Seller, Purchaser defaults in or breaches its obligations under this Contract and the default or breach is not cured or remedied, then the Seller shall have the right to re-enter and take possession of the Property and to terminate and revest in the Seller the estate conveyed by the Deed to the Purchaser. Revesting of said title shall occur by the recording of a Quit Claim Deed; provided, that such revesting of title in the Seller shall not defeat, render invalid or limit in any way (a) the lien of any mortgage authorized by this Contract; and (b) any right or interest provided in this Contract for the protection of any holder of such mortgage. Simultaneously with the execution of this Contract, the Purchaser shall execute a Quit Claim Deed in favor of the Seller which shall be held in escrow by the Seller until such time as the Certificate of Completion for the Property is issued to the Purchaser as set forth in Section 7. The Quit Claim Deed to the Seller shall be recorded only in the event that title to the Property is revested in the Seller as set forth herein. Simultaneously with the issuance of the Certificate of Completion, the Seller shall return to the Purchaser the Quit Claim Deed held in escrow. Notwithstanding anything else herein, however, in the event that Seller determines, in the exercise of reasonable good faith, that any default in or breach of the Contract has occurred which requires immediate revesting of the title in Seller, no notice or cure shall be required and Seller may proceed immediately to record the Quit Claim Deed from Purchaser. Should Purchaser convey the Property to Subsequent Buyer as set forth in Section 5, Purchaser shall have the Subsequent Buyer execute a Quit Claim deed in favor of Seller for the purpose of and held as if it were the Quit Claim deed executed by Purchaser herein.

**SECTION 15. REALE OF RE-ACQUIRED PROPERTY: DISPOSITION OF PROCEEDS.**

In the event title to the Property is revested in the Seller as provided herein, the Seller shall use its best efforts to resell the Property (subject to such mortgage, liens and leasehold interests) as soon and in such manner as set forth herein. Said resale shall be consistent with the

objectives of applicable law and of the regulations of the VPRB to a qualified and responsible party or parties (as determined by the Seller) who will assume the obligation of making or completing the construction of the Improvements/Rehabilitation or such other Improvements/Rehabilitation in their stead as shall be satisfactory to the Seller and in accordance with the uses specified for such Property or part thereof in the regulations of the VPRB. The Seller, as further consideration for entering into this Contract, agrees not to offer the Property for resale for a price less than the fair market value for said Property. Upon the re-vesting of title to the Property in the Seller, the Seller and Purchaser shall, within thirty (30) days, negotiate a fair market value for the Property. Should the parties, upon the expiration of the thirty (30) day period, fail to amicably arrive at an agreed upon fair market value for said Property, each party shall have the right, but not the obligation, to obtain an appraisal from an independent MAI appraiser of the respective party's choice. Based upon said independent appraisals, the parties shall negotiate a fair market value for said Property. Should the parties, upon the expiration of thirty (30) days from the receipt of said appraisals, fail to amicably arrive at an agreed upon fair market value, the two independent appraisers shall choose a third independent MAI appraiser to perform the evaluation of the Property. The fair market value as determined by said third independent appraiser shall be binding upon the Seller and Purchaser as the sale price for said Property. In the event Seller is unable to sell the Property at the sale price determined above within a reasonable period of time (as determined by the Seller at Seller's discretion), Seller may elect to obtain from the independent appraiser, or another independent appraiser selected as provided above, an appraisal to determine a new sale price. Upon such resale of the Property, the proceeds thereof shall be applied as follows:

(A) First, to reimburse the Seller, on its own behalf or on behalf of the Authority, for all costs and expenses incurred by the Seller, including, but not limited to, salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the Seller from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charged with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the Seller, an amount, if paid, equal to such taxes, assessment, or charges (as determined by the Authority assessing officials) as would

have been payable if the Property were not so exempt, which amounts shall upon recovery be paid by Seller to the respective taxing bodies or authorities; any payments made or necessary to be made to discharge any encumbrances or liens due to successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements/Rehabilitation or any part thereof on the Property or part thereof; and any amounts otherwise owing the Seller by the Purchaser and its successors or transferee;

(B) Second, to reimburse the Purchaser, or its successors in interest, up to an amount equal to the sum of the Purchase Price paid by it for the Property and the construction costs actually incurred by it in performing any construction of the Improvements/Rehabilitation on the Property; and

(C) Third, any balance remaining after such reimbursements shall be retained by the Seller as its property.

**SECTION 16. CONFLICT OF INTEREST; SELLER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.**

No member, official, or employee of the Seller shall have any personal interest, direct or indirect, in this Contract nor shall any such member, official, or employee participate in any decisions relating to this Contract which affects his or her personal interests or the interests of any corporation, partnership, or association in which her or she is directly, or indirectly, interested. No member, official or employee of the Seller shall be personally liable to the Purchaser of any successor in interest, in the event of any default or breach by the Seller or for any amount which may become due to the Purchaser or successor or on any obligation under the terms of this Contract.

**SECTION 17. SPECIAL PROVISIONS.**

(A) Until the delivery of the Certificate of Completion as required in Section 7, contracts for construction, installation, alteration, repair, or addition to the Property shall, at Seller's option, include a mechanic's lien preclusion, obligating the contractor to promptly pay for all material, labor, rental for equipment, and services rendered by public utilities in or in connection with the construction of Improvements/Rehabilitation on, in or about the Property

notwithstanding that said material, labor, equipment, and services become component parts of the Improvements/Rehabilitation contemplated. Such provision shall be deemed to be included for the benefit of every person, partnership or corporation who, as a subcontractor or otherwise has furnished material, supplied or performed labor, rented equipment, or supplied services in or in connection with the construction of the Improvements/Rehabilitation, and the inclusion thereof in any contract shall, to the extent at the time permitted by law, preclude the filing of any mechanic's lien claim for such material, labor, equipment rental by such persons, partnerships or corporations. If required by Seller, the said contractor shall be required to provide Seller with a payment bond in form satisfactory to Seller and--to the extent that the Property involves a residential building not more than three stories in height, not including any basement level, and a Stipulation Against Liens is at the time otherwise permitted by law--the Purchaser shall file a "Stipulation Against Liens" in the Office of the Prothonotary of Lancaster County prior to the commencement of any work or the delivery of any materials on the site. In the event that any such lien shall nevertheless be filed, the said contractor shall take all steps necessary and proper for the release and discharge of such lien in the manner required by the laws of the Commonwealth of Pennsylvania.

(B) The parties hereto agree to be bound by and subject to any conditions, regulations or restrictions that may be placed on the disposition or use of the Property, by any federal, state, or local agency having jurisdiction over such matters.

#### SECTION 18. EQUAL EMPLOYMENT OPPORTUNITY.

The Purchaser, for Purchaser and Purchaser's successors and assigns, agrees that during the construction of the Improvements/Rehabilitation provided for in the Contract:

(A) The Purchaser will not discriminate against any employee or applicant for employment because of age (40 and over), race, color, religion, sex, disability or national origin, or other status protected by law. The Purchaser will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to any status protected by law. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The Purchaser and its successors and assigns agree to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Seller setting forth the provisions of this nondiscrimination clause; provided, however, that Seller agrees that Purchaser, as a political subdivision of the Commonwealth of Pennsylvania, may use and post its standard nondiscrimination policy in satisfaction of this requirement.

(B) The Purchaser will, in all solicitations or advertisements for employees placed by or on behalf of the Purchaser, state to the effect that all qualified applicants will receive consideration for employment without regard to any status protected by law.

(C) The Purchaser shall comply with all local, state, and federal requirements, including but not limited to, all reporting requirements.

#### SECTION 19. AFFIRMATIVE ACTION.

(A) In constructing the Improvements/Rehabilitation under this Contract, Purchaser shall affirmatively seek minority participation and female participation in the work force and also participation in construction contracts by minority business enterprises (MBEs), women business enterprises (WBEs) and socially economically restricted businesses (SERBs).

(B) In advance of construction, Seller shall provide a Purchaser with the name, address and telephone number of MBEs, WBEs and SERBs appearing in the current register maintained by Seller. Where the Purchaser solicits bids for construction work required for the Improvements/Rehabilitation, the Purchaser shall notify MBEs, WBEs, and SERBs which provide such trade services as part of Purchaser's solicitation of bids.

#### SECTION 20. NON-MERGER

The provisions of this Contract shall survive Settlement, delivery and recording of the Deed and shall not merge into the Deed, but shall remain independently enforceable.

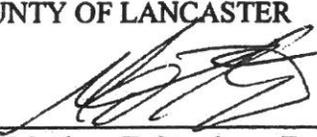
#### SECTION 21. COUNTERPARTS.

This Contract may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed or caused this Contract to be duly executed on or as of the day and year first above written.

SELLER:

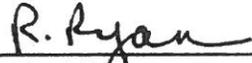
REDEVELOPMENT AUTHORITY OF THE  
COUNTY OF LANCASTER

By: 

Matthew T. Sternberg, Executive Director

PURCHASER:

BOROUGH OF ELIZABETHTOWN

By: 

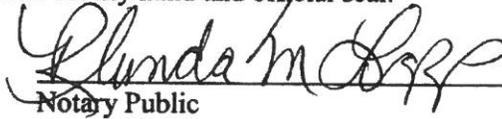
Name: Roni S. Ryan

Title: Borough Manager

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF LANCASTER :

On this, the 28<sup>th</sup> day of April, 2016, before me, the undersigned officer, personally appeared Matthew T. Sternberg, who being sworn according to law, deposes and states that he is the Executive Director of the Redevelopment Authority of the County of Lancaster, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she, being authorized to do so, executed the same for the purpose therein contained, and desires the same to be recorded as such.

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

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Rhonda M. Lapp, Notary Public  
City of Lancaster, Lancaster County  
My Commission Expires Oct. 22, 2016

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF LANCASTER :

On this, the 25<sup>th</sup> day of April, 2016, before me, the undersigned officer, personally appeared Roni S. Ryan, the Borough Manager of Elizabethtown Borough, who being sworn according to law, deposes and states that he/she is known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she, being authorized to do so, executed the same for the purpose therein contained, and desires the same to be recorded as such.

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

  
Notary Public

