

COUNTY OF LEHIGH, PENNSYLVANIA  
COMMISSIONERS BILL 2014-01  
SPONSORED BY COMMISSIONER CREIGHTON  
REQUESTED DATE: JANUARY 14, 2014  
ORDINANCE NO. 2014 -

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APPROVING A SUBLEASE AGREEMENT WITH CETRONIA AMBULANCE  
CORPS INCORPORATED

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WHEREAS, in Ordinance No. 2011-174, the Board of Commissioners authorized the County to enter into a Ground Lease with Cetronia Ambulance Corps Incorporated (Cetronia) for premises consisting of approximately 9.1049 +/- acres located at 4300 Broadway (Leased Property), Allentown, Pennsylvania, Lehigh County; and

WHEREAS, pursuant to the Ground Lease, Cetronia will be constructing a building and associated improvements on the Leased Property for the use of the County and Cetronia; and

WHEREAS, Cetronia desires to sublease to the County, for a nominal amount, approximately 21,065 square feet in the building for use relating to a County agency, County office, County department or an entity under contract to provide County services; and

WHEREAS, a copy of the proposed Sublease Agreement is attached hereto as Exhibit "A"; and

WHEREAS, because the proposed Sublease Agreement clarifies certain terms and responsibilities under the Ground Lease, ordinance approval is required.

NOW, THEREFORE, IT IS HEREBY ENACTED AND ORDAINED BY  
THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH,

THE BOARD OF COMMISSIONERS OF THE COUNTY OF LEHIGH,  
PENNSYLVANIA, THAT:

1. The foregoing Whereas clauses are incorporated herein as if set forth in their entirety.
2. The proposed Sublease Agreement between Cetronia Ambulance Corps Incorporated and the County of Lehigh, attached hereto as Exhibit "A", is hereby approved.
3. The proper officers and other personnel of Lehigh County are hereby authorized and empowered to take all such further action, including any necessary transfers of funds, and execute additional documents as they may deem appropriate to carry out the purpose of this Ordinance.
4. The County Executive shall distribute copies of this Ordinance to the proper officers and other personnel of Lehigh County whose further action is required to achieve the purpose of this Ordinance.
5. Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same affects this Ordinance.
6. This Ordinance shall become effective in ten (10) days after enactment.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the  
following vote:

Commissioners

AYE

NAY

Geoff Brace  
Thomas C. Creighton, III  
Percy H. Dougherty  
David S. Jones, Sr.  
Vic Mazziotti  
Brad Osborne  
Scott Ott  
Lisa Scheller  
Michael Schware

ATTEST: \_\_\_\_\_  
CLERK TO THE BOARD OF COMMISSIONERS

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
THOMAS S. MULLER  
LEHIGH COUNTY EXECUTIVE

ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

SUBLEASE

SUBLEASE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the COUNTY OF LEHIGH, a County of the Third Class, organized and existing under the laws of the Commonwealth of Pennsylvania, located at 17 South Seventh Street, Allentown, Pennsylvania (hereinafter referred to as "**County**") and CETRONIA AMBULANCE CORPS INCORPORATED, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania having an address at 3939 Broadway, Allentown, Pennsylvania (hereinafter referred to as "**Cetronia**").

## BACKGROUND:

WHEREAS, County as lessor and Cetronia as lessee are parties to a certain Ground Lease approved by County Ordinance No. 2011-174 ("**Ground Lease**") for a 9.1049 +/- acres tract located in South Whitehall Township known as 4300 Broadway, with Lehigh County Tax Parcel ID No. 547683992189-1 ("**Leased Property**"); and

WHEREAS, pursuant to the Ground Lease, Cetronia will be constructing a building and associated improvements on the Leased Property for the use of the County and Cetronia; and

WHEREAS, County and Cetronia agreed in the Ground Lease to enter into a sublease regarding the County's use of that building and associated improvements.

NOW THEREFORE, in consideration of the mutual promises set forth below, incorporating the foregoing Background as a material part hereof, and intending to be legally bound hereby, the parties agree as follows:

## LEASE PROVISIONS:

1. Cetronia hereby subleases to County who in turn subleases from Cetronia all that certain portion of the building to be built and located at the Leased Property (the building hereafter being referred to as the "**Premises**") as described in this paragraph. County shall

sublease 21,065 sq. ft. ("**County's Space**") of the Premises from Cetronia for a County use operated by a County agency, County office, County department or an entity under contract to provide County services, provided that such use is in accordance with the terms for the use of the Premises as established in the RACP financing utilized by Cetronia to construct the Premises. Eleven thousand sixty-five (11,065) sq. ft. of County's Space shall be exclusively used by County ("**County's Closed Space**"). It is anticipated that a portion of the County's Closed Space shall contain the County's Forensic Medicolegal Facility including the Ballistics Lab.

2. County and Cetronia hereby modify the provisions of the Ground Lease which had required Cetronia to partially fit out the County's Closed Space. In lieu of constructing walls (including doors, interior glazing, and locksets) and ceilings in 4,000 square feet of the County's Closed Space, which are listed as "Former" items in Exhibit "A" which is attached hereto and incorporated herein, Cetronia shall provide the items listed as "New" on that Exhibit "A". In addition, the parties recognize that during construction of the Premises, unforeseen components of the County's or Cetronia's portion of the construction and fit out of the Premises may arise. In instances where, from a cost effectiveness, constructability and/or logistical standpoint, both parties reasonably believe that it would be advisable for the party not responsible under this Sublease for such component(s) of the construction to include such component(s) in its construction contract(s), and the responsible party in advance approves and agrees to the scope and cost of the construction of such component(s), the responsible party shall reimburse the contracting party for the actual documented cost of such construction. All agreed upon additional changes shall be documented in writing. In lieu of a document which is signed by all of the parties, the parties may exchange email messages in which each of them in its email message expressly agrees to and authorizes such additional changes.

A. Cetronia will maintain records to substantiate capital expense, renovation, and acquisition of items set forth in Exhibit "A". These records will be made available to audit at the request of County.

B. If Cetronia does not have a capital purchasing policy, procurement for all items set forth in Exhibit "A" must comply with the purchasing procedures of the County and Cetronia will be responsible for supplying the County with proof of such compliance. If Cetronia does have a capital purchasing policy which it chooses to use, that policy must be submitted to the County for review and approval prior to procuring any capital expenses.

3. Cetronia shall consult and reasonably cooperate with County in the construction of the Building to assure that the Premises can reasonably accommodate the needs of the County and the County's intended uses of the County's Closed Space. County and Cetronia agree to cooperate with each other so that the needs and goals of both parties may be met with respect to utilization of the Building as contemplated by the Ground Lease. The remaining 10,000 sq. ft. of the County's Space shall be located in the larger garage area with no walls separating Cetronia's Space from County's Space ("**County's Open Space**") and shall be treated as common open area. Parties agree to cooperate reasonably with each other with respect to the utilization of County's Open Space. Without limiting the generality of the foregoing, County's Space and any County Expansion (as defined below) should be designed and constructed by County in such a manner that odors from such areas are not present in and will not migrate to other parts of the Premises. County may secure a portion of County's Open Space from the remainder of the garage area through the use of a chain link fence so long as the common access pass through areas are not infringed upon by said fence. The Premises (labeled as the "Overall Building"), the County's Open Space (labeled as the "County Garage Area 1" and "County Garage Area 2") and the County's Closed Space (labeled as "Ballistics" and "County Office Space") are depicted

on the attached one sheet plan entitled "Ground Floor Reference Plan", prepared by Spillman Farmer Architects, dated 2/4/2013, last revised 2/21/2013, which is incorporated herein as Exhibit "B".

4. County and Cetronia shall each be permitted to expand the Premises on the Leased Property in the area adjacent to its respective space in the Premises, i.e. the County next to the County's Space and Cetronia next to Cetronia's space, in accordance with the other provisions of the Ground Lease relating to Lessor Expansion (herein referred to as the "**County Expansion**") and expansion by Cetronia, which provisions are incorporated in this Sublease.

5. In addition to the County's Space, several portions of the Premises will be dual use areas (herein referred to as "**Common Space**"), to be utilized jointly by County and Cetronia. Those facilities are depicted on the attached Exhibit "B" and labeled as "Restroom/Lockers", "Lounge/Kitchen" and "Classrooms".

6. The term of this Sublease shall be for the duration of the Ground Lease commencing on the date that Cetronia notifies County that the subleased Premises have been sufficiently constructed to the point that fitout for leasehold improvements in the County's Space may begin. County and Cetronia, however, acknowledge that the Ground Lease is subject to certain contingencies set forth in the Ground Lease which also apply to this Sublease and may be used by County or Cetronia, as appropriate, to terminate the Ground Lease and thereby terminate this Sublease.

7. County shall pay to Cetronia the nominal sum of One Dollar and No Cents (\$1.00), as annual rental, payable in advance.

8. Cetronia and County shall each be responsible for their own utility costs, including without limitation telecommunications costs, associated with the Premises and their respective uses of the Premises. Heating energy cost for the garage space shall be separately

metered and the heating energy cost for said space shall be divided on a 60/40 basis between Cetronia and County with Cetronia bearing 60% and County bearing 40% of the cost. County shall be responsible for all utility costs applicable to the County's Closed Space which utilities shall be metered separately. County shall reimburse Cetronia at Cetronia's cost for diesel fuel used to run the generator servicing the County Space. County shall be responsible at its expense to maintain and repair said generator and replace said generator when needed. All other utility costs, excepting those delineated above as being the County's responsibility, shall be Cetronia's responsibility.

9. County will not make or suffer any unlawful, improper or offensive use of the Premises, or make any use or occupancy thereof contrary to any applicable laws.

10. All notices to be given pursuant to the terms of this Sublease shall be served either in person, by overnight delivery service requiring a signature for receipt, or by depositing such notice in the United States Mail, certified with return receipt requested, with certification and postage prepaid, properly addressed and directed to the party to receive the same as follows:

**County of Lehigh:**

County Executive  
Lehigh County  
Government Center  
17 South Seventh Street  
Allentown, PA 18101

**With copy to:**

Lehigh County Solicitor  
Department of Law  
17 South Seventh Street  
Allentown, PA 18101-2401

**Cetronia Ambulance Corps Incorporated:**

Chief Executive Officer  
Cetronia Ambulance Corps Incorporated  
7355 William Avenue, Suite 700  
Allentown, PA 18106-9397

**With copy to:**

Director of Finance  
Cetronia Ambulance Corps Incorporated  
7355 William Avenue, Suite 700  
Allentown, PA 18106-9397

**With copy to:**

Joseph A. Zator II, Esquire  
Zator Law  
American Heritage Building  
4400 Walbert Avenue at Ridgeview Drive  
Allentown, PA 18104



Any party to this Sublease may designate a different person, entity or place to or at which notices shall be given by delivering a written notice to that effect to the other parties, which notice shall be effective on the date of actual receipt, in case of personal delivery, or on the date of mailing, in all other cases.

11. Cetronia agrees not to hire any County personnel who may exercise or has exercised discretion in the awarding, administration or continuance of this Agreement for up to and including one year following the termination of the employee from County service. Failure to abide by this provision shall constitute a breach of this Agreement.

12. On the commencement date of this Sublease, and subject to the terms and conditions hereof and of the Ground Lease, Cetronia covenants and agrees that County is entitled to quiet enjoyment and possession of County's Space during the term of this Sublease.

13. A. County shall hold Cetronia and Cetronia's officers, directors, shareholders, employees, volunteers, agents, representatives, successors and assigns (collectively "**Cetronia's Protected Persons**") harmless and shall indemnify and defend Cetronia and Cetronia's Protected Persons against any and all manner of actions and causes of action, claims (including claims for attorneys' and experts' fees and/or costs), suits, debts, damages and punitive damages, obligations, dues, accounts, bonds, covenants, torts, contracts, agreements, violations, judgments, demands, injuries (including death), and liabilities of every type whatsoever occurring or involving, omissions, events, or matters resulting from, arising out of, relating to or in connection with County's use and/or occupancy of the Premises, the County's Space, and/or the County Expansion, including but not limited to, intentional, negligent, reckless and/or grossly negligent conduct by County and/or any one or more of the County's elected officials, officers,

employees, volunteers, agents, representatives, licensees, invitees, successors and assigns. This indemnification clause is intended to and shall survive any termination of this Sublease.

B. Cetronia shall hold County and County's elected officials, officers, employees, volunteers, agents, representatives, successors and assigns (collectively "**County's Protected Persons**") harmless and shall indemnify and defend County and County's Protected Persons against any and all manner of actions and causes of action, claims (including claims for attorneys' and experts' fees and/or costs), suits, debts, damages and punitive damages, obligations, dues, accounts, bonds, covenants, torts, contracts, agreements, violations, judgments, demands, injuries (including death), and liabilities of every type whatsoever occurring or involving, omissions, events, or matters resulting from, arising out of, relating to or in connection with Cetronia's use and/or occupancy of any portion of the Premises, including but not limited to, intentional, negligent, reckless and/or grossly negligent conduct by Cetronia's and/or any one or more of the Cetronia's Protected Persons. This indemnification clause is intended to and shall survive any termination of this Sublease.

C. Cetronia shall be responsible for obtaining all required insurance coverage for the Premises, exclusive of the County's Closed Space and any County Expansion. Each party shall be responsible for insuring its own improvements, personal property and contents within the Premises. Cetronia shall be entitled to receive any and all property insurance proceeds from Cetronia's policies. County shall be entitled to receive any and all property insurance proceeds from County's policies. County and Cetronia shall cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of, any insurance proceeds that may be due in the event of any loss, and each party will execute, acknowledge and deliver to the other such accurate instruments as may be required to facilitate the recovery of any insurance

proceeds. Each party is responsible for its own liability insurance. Cetronia acknowledges that County is self-insured.

14. Cetronia and County each covenant, represent and warrant to the other the following: that (i) the person signing on behalf of said party is duly authorized to do so, and (ii) neither the County nor Cetronia is in material default under the Ground Lease, and neither the County nor Cetronia has received any notice from the other of any default under the Ground Lease.

15. County shall not assign or sublet the subleased Premises or the County Expansion in whole or in part to any party other than a County agency, County office, County department or an entity under contract to provide County services without first obtaining Cetronia's written approval which approval shall not be unreasonably withheld, conditioned or delayed. In making such assignment or sublet, County shall abide by the terms for the use of the Premises as established in the RACP financing utilized by Cetronia to construct the Premises.

16. A. County and Cetronia shall each with respect to its use of the Premises and any expansion thereto promptly comply with all applicable laws and ordinances, and all orders, rules, regulations, and requirements of federal (including not by way of limitation the Americans with Disabilities Act), state and municipal governments and appropriate departments, commissions, boards, and officers of these governments having jurisdiction over County or Cetronia (hereinafter sometimes referred to as "**Legal Requirements**") throughout the term of this Sublease, and without cost to the other party. County and Cetronia shall promptly comply with these Legal Requirements whether they are foreseen or unforeseen, or ordinary or extraordinary.

B. Each party shall have the right, after prior written notice to the other party, to contest the validity of any Legal Requirements by appropriate legal proceedings, provided that

such contest shall not subject any party to this Sublease to any criminal or civil liability as a result of any legal contest.

17. Cetronia shall not be liable for any labor, services or materials furnished or to be furnished to County or any sublessee of County permitted pursuant to this Sublease in connection with any work performed on or at the County Expansion and/or the County's Space, and no mechanics' lien or other lien or encumbrance for any labor, services or materials shall attach to or affect Cetronia's interest in the Premises or the Leased Property.

18. Cetronia and County shall each be responsible for their prorated portion of real estate taxes, if any, from their proportionate use of the Premises. Each party shall be responsible for one-half of the real estate transfer taxes, if any, resulting from this Sublease. If either party shall assign its rights under this Sublease and such assignment results in realty transfer tax being payable, then the party so assigning its interest in this Sublease shall be fully responsible for such realty transfer tax.

19. If either party should default under the terms of any provisions of this Sublease, and if the defaulting party does not cure such default(s) within ninety (90) days of receiving written notice from the non-defaulting party of such default(s), then the non-defaulting party may at its option terminate this Sublease or exercise all the remedies available at law, in equity or otherwise. In the event a cure is commenced within said ninety (90) day period but is not reasonably capable of being completed within said ninety (90) days, the ninety (90) day period for cure shall be extended for a reasonable period of time as long as the defaulting party continues to prosecute the cure to completion in a diligent and reasonable manner. Notice of default shall be provided to the defaulting party in writing. All rights and remedies of the non-defaulting party shall be cumulative and the exercise of any right or remedy shall not exclude

any other right or remedy at law. Such rights and remedies of the non-defaulting party may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

20. Miscellaneous.

A. This Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Sublease shall be construed under, performed under and subject to the laws of the Commonwealth of Pennsylvania. The parties consent to the exclusive original jurisdiction of the Court of Common Pleas of Lehigh County, Pennsylvania for any dispute or claim arising hereunder.

B. Either party hereto shall, within thirty (30) days after each and every request by the other party, execute, acknowledge and deliver to the requesting party a statement in writing certifying i) that this Sublease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified, and stating the modifications), and ii) that the other party making the request is not in default under the Sublease (or if there is a default, stating the nature of the default).

C. In the event that one or more of the provisions of this Sublease shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Sublease and this Sublease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

D. This Sublease together with the Ground Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties regarding the County's sublease of the Premises as defined herein. Exhibit "C" constitutes a true, correct and complete copy of the Ground Lease. No amendments, modification or alteration of this Sublease or its term shall be binding unless the same is in writing, dated subsequent to the date of this Sublease and executed by both parties

hereto. To the extent there are any conflicts between the Ground Lease and this Sublease regarding the terms and/or conditions for this Sublease, this Sublease shall control. To the extent that terms and/or conditions applicable to this Sublease are not set forth herein but are set forth in the Ground Lease, those provisions of the Ground Lease shall control. Notwithstanding the foregoing, Paragraph III (H) contained in the Ground Lease shall remain in full force and effect and control in the event of a conflict of terms between the Ground Lease and this Sublease. No waiver by the parties hereto of any default or breach of any term, condition or a covenant of this Sublease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

E. The definition of County hereunder shall include County's successors and assigns.

IN WITNESS WHEREOF, the parties have entered into this Sublease the day and year first written above.

ATTEST:

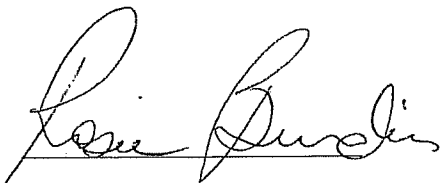
THE COUNTY OF LEHIGH

\_\_\_\_\_

BY: \_\_\_\_\_  
County Executive

ATTEST:

CETRONIA AMBULANCE CORPS  
INCORPORATED




By:   
Larry A. Wiersch  
Chief Executive Officer

Exhibit "A"

Exchanged Cetronia Costs

Former:

Concrete slab in Forensics	\$55,000.00
Fit out as described in Ground Lease	<u>58,000.00</u>
Total	<b>\$113,000.00</b>

New:

Generator (Kohler Model 250REOZJE)	\$90,000.00
Increased concrete and block walls ballistics lab	8,500.00
Structural steel for Forensics HVAC	7,500.00
Upgrade seed for soccer field	2,500.00
Post design roof HVAC unit move	<u>5,074.00</u>
Total	<b>\$113,574.00</b>

Exhibit “B”

Ground Floor Reference Plan



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OVERALL BUILDING SF = 67,784 SF (INCLUDING LEHIGH COUNTY)

COUNTY BREADDOWN	
COUNTY OFFICE SPACE	= 10,520 SF
BAILETTICS	= 515 SF
COUNTY GARAGE AREA 1	= 5,000 SF
COUNTY GARAGE AREA 2	= 5,000 SF

SHAPED AREA BREAKDOWN:  
RESTROOM LOCATIONS = 1,334 SF  
COUNCILOR KITCHEN = 828 SF  
CLASSROOMS = 1,516 SF

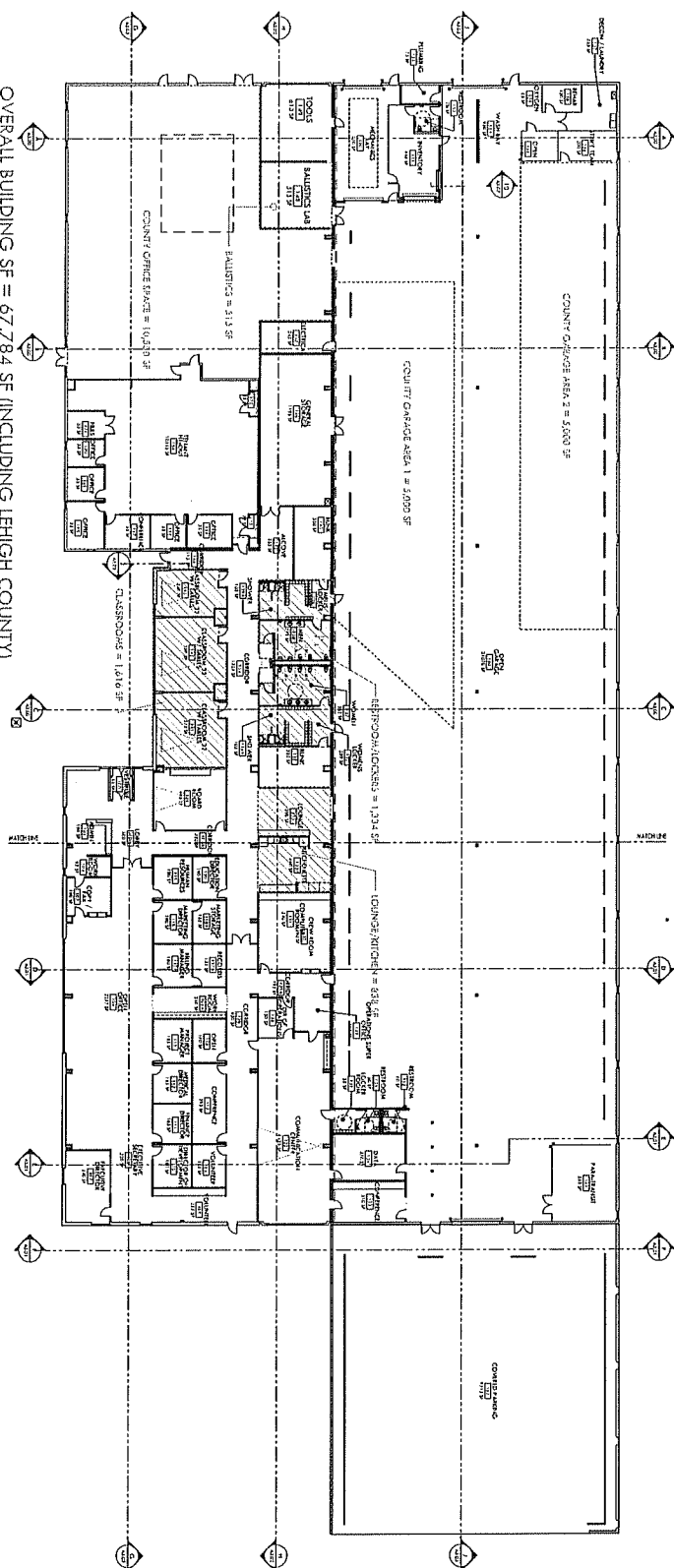


Exhibit “C”

Ground Lease

## GROUND LEASE

THIS GROUND LEASE (hereinafter the "Lease") is made and entered into this 22 day of April, 2011, by and between:

**COUNTY OF LEHIGH**, a Pennsylvania Home Rule County of the Third Class organized and existing under the laws of the Commonwealth of Pennsylvania having an address of Lehigh County Government Center, 17 South Seventh Street, Allentown, PA 18101 (hereinafter sometimes referred to as "Lessor")

AND

**CETRONIA AMBULANCE CORPS**, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania having an address of 3939 Broadway, Allentown, PA 18104 (hereinafter sometimes referred to as "Lessee").

### **BACKGROUND:**

**WHEREAS**, Lessee is organized as a Pennsylvania non-profit corporation recognized by the IRS as a Section 501(c)(3) organization, which exists, inter alia, to provide emergency medical services ("EMS") for the residents of the Lehigh County and the general public;

**WHEREAS**, Lessor is leasing to Lessee a parcel of land located west of Parkway Road, south of Broadway, east of Route 309 and north of West Walnut Street located in South Whitehall Township, identified on a sketch plan attached hereto as Exhibit "A" and described by the metes and bounds legal description attached hereto as Exhibit "B" (the "Property"), which Property is a part of a larger tract owned by Lessor and identified as Tax Parcel ID No. 547693801175-1 ("Lessor Tract");

**WHEREAS**, Lessor is granting Lessee a Right of First Refusal if Lessor ever desires to sell all or any portion of the Property.

NOW, THEREFORE, and intending to be legally bound hereby, the parties set forth the following as their agreement relative to the Lease of the Property as follows:

**LEASE PROVISIONS:**

**I. BACKGROUND**

The foregoing Background provisions are deemed to be a material part of this Lease and are incorporated by reference herein as if more fully set forth at length.

**II. TERM AND RENT**

A. Lessor hereby leases the Property to Lessee for the initial term of Ninety-nine (99) years (the "Lease Term"), commencing on the 22 day of Nov., 2011, for the nominal rent of One Dollar (\$1.00) per annum. At all times this Lease shall be exclusive and no other lease, license, or rights in and to the Property shall be granted or given by Lessor to any other person.

B. Pursuant to the Lessor Sublease (hereinafter defined), Lessee agrees to lease 20,000 sq. ft. of the Building (hereinafter defined) to Lessor for the duration of Lessee's Lease Term as set forth in Section II.A above, commencing on the date that Lessee notifies Lessor that the Building has been sufficiently constructed to the point that fitout for leasehold improvements in Lessor's Space (as hereinafter defined) may begin for the nominal rent of One Dollar (\$1.00) per annum. At all times the Lessor Sublease shall be exclusive and no other lease, license, or rights in and to the Building, except for Lessee's use of the Building and pursuant to Lessee Borrowing (hereinafter defined), shall be granted or given by Lessee to any other person without written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed.

C. At the conclusion of the initial Lease Term of ninety-nine (99) years, if desired by Lessee, the parties agree to negotiate in good faith for one or more extensions of the Lease term. Lessee shall have the right to initiate such discussions two (2) years prior to conclusion of the initial Lease Term, it being the intent of the parties that negotiations be concluded and a new Lease or appropriate Lease Amendment be executed

no later than one (1) year prior to expiration of the initial Lease Term in order to provide Lessee with the ability to make alternate arrangements for its continued operations if Lessee and Lessor do not execute an appropriate document to provide for the continued occupancy of the Property by Lessee. If the Lease Term is not extended hereunder and this Lease will expire at the end of the initial Lease Term, Lessee shall notify Lessor prior to the expiration of the Lease which of the following options Lessee selects: i) Lessee shall, at Lessee's expense, demolish the Building, remove all other improvements on the Property owned by Lessee which are not being used by Lessor, and restore the Property through grading and seeding, except where improvements remain for use by Lessor, to its pre-Building condition; ii) Lessee shall at Lessee's expense remove the Building from the Property other than by demolition; iii) Lessee shall turnover the Building and all other improvements to the Property owned by Lessee in their "as is" condition to Lessor, with such improvements becoming the sole and exclusive property of Lessor; or iv) Lessee shall sell the Building and all other improvements to the Property owned by Lessee to a third party with whom Lessor is willing to enter into a new ground lease.

### **III. DEVELOPMENT OF PROPERTY**

A. Lessee agrees to construct on the Property a 63,000+/- sq. ft. structure (the "**Building**") to be used for Lessee Uses (as hereinafter defined) and County Uses (as hereinafter defined). Lessee shall own the Building. The area of the Building used by or available for use by Lessee shall hereinafter be referred to as "**Lessee's Space**." i.e. Lessee's Space is the Building excluding Lessor's Space (as defined below).

B. Lessor hereby grants an easement to Lessee granting access to the Property by the existing private Parkway Road extension which may be expanded by Lessee as required or desired with the written approval of the Lessor which approval shall not be unreasonably withheld, conditioned or delayed ("**Access Easement**"). The location and size of the Access Easement shall be approximately as shown on the sketch plan attached hereto as Exhibit "A" and as shall be more accurately described as depicted on the preliminary and final subdivision plans to be prepared by Lessee in the subdivision of the Property and approved by South Whitehall Township and recorded in the Lehigh

LAW

County Recorder of Deeds Office. Any change to the Access Easement on the preliminary and final subdivision plans from that depicted on Exhibit "A" shall be subject to Lessor approval, which approval shall not be unreasonably withheld, conditioned, or delayed. The Access Easement shall exist for the benefit of Lessee and Lessor as long as this Lease, together with any extensions or renewals hereof, is in effect.

C. Lessor shall lease 20,000 sq. ft. ("**Lessor's Space**") of the Building from Lessee. Ten thousand (10,000) sq. ft. of Lessor's Space shall be utilized exclusively by Lessor for a Lehigh County use ("**Lessor's Closed Space**"). It is anticipated that a portion of the Lessor's Closed Space shall contain the County's Forensic Medicolegal Facility. Lessee shall be responsible for constructing walls (including doors, interior glazing, and locksets) and ceilings configured as dictated by the Lessor's needs (but no mechanicals) in 4,000 sq. ft. of the Lessor's Closed Space, with Lessor being solely responsible for the remaining fit out of the Lessor's Closed Space. Lessee shall consult and reasonably cooperate with Lessor in the construction of the Building to assure that the Building can reasonably accommodate the needs of the Lessor and the Lessor's intended uses of the Lessor's Closed Space. Lessor and Lessee agree to cooperate with each other so that the needs and goals of both parties may be met with respect to utilization of the Building as contemplated by this Lease. The remaining 10,000 sq. ft. of the Lessor's Space shall be contiguous space and shall be located in the larger garage area with no walls separating Lessee's Space from Lessor's Space ("**Lessor's Open Space**") and shall be treated as common open area. Parties agree to cooperate reasonably with each other with respect to location and utilization of Lessor's Open Space. Without limiting the generality of the foregoing, Lessor's Space and any Lessor Expansion (as defined below) should be designed and constructed by Lessor in such a manner that odors from such areas are not present in and will not migrate to other parts of the Building. Lessor may secure a portion of Lessor's Open Space from the remainder of the garage area through the use of a chain link fence so long as the common access pass through areas are not infringed upon by said fence.

D. In addition to the Lessor's Space portions of the Building will be dual use areas including but not limited to conference rooms, lunch rooms and lavatories utilized jointly by Lessor and Lessee.

E. Lessor shall be permitted to expand the Building or to build a separate building on the Property to create additional space for a County Health Bureau or for such other uses as may be complimentary to those contemplated by this Lease ("**Lessor Expansion**"). Lessor shall be responsible for constructing the Lessor Expansion at Lessor's sole cost and expense. Prior to making any application, preliminary or otherwise, for any permit or approval required to commence construction of the Lessor Expansion, and prior to actually commencing construction of the Lessor Expansion, Lessor shall provide Lessee with thirty (30) days advance written notice of its intention to apply for any permit or approval to construct the Lessor Expansion and/or to commence construction. Lessor shall provide Lessee with copies of its applications for permits and approvals, including plans filed with the application, together with Lessor's written notification of its intention to apply for an approval or permit to construct the Lessor's Expansion. Lessor shall not commence construction or file an application for any permit or approval without receiving Lessee's written approval, with said approval not to be unreasonably withheld, conditioned or delayed. Lessor is required to obtain written approval from Lessee for each application it files for each permit or approval connected with the Lessor Expansion. In the event that Lessor's Expansion is connected to the Building, as opposed to being a separate building, Lessee shall provide all necessary cooperation in executing condominium documents so that the Building with the Lessor's Expansion is a condominium under Pennsylvania law, and Lessor shall own Lessor's Expansion with Lessee retaining ownership of the remaining portion of the Building.

F. Lessor shall not assign or sublet Lessor's Space or the Lessor Expansion in whole or in part to any party other than a County agency, County office, County department or an entity under contract to provide County services without first obtaining Lessee's written approval which approval shall not be unreasonably withheld, conditioned or delayed.

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**G.** Lessee shall have the right to expand the Building in the future as it deems necessary provided that Lessee obtains Lessor's written approval which approval shall not be unreasonably withheld, conditioned, or delayed.

**H.** At Lessee's sole cost and expense, Lessee shall have qualified engineering and design professionals prepare all plans and specifications to obtain approvals to construct the Building; the plans and specifications shall be subject to Lessor's written approval, with said approval not to be unreasonably withheld, conditioned, or delayed. Lessee shall be responsible for negotiating and executing all construction contracts and engaging and paying all necessary engineers, architects, and construction managers needed to construct the Building. Lessee shall at all times comply with the Pennsylvania Prevailing Wage Act, 43 P.S. §165-1 et seq.

**I.** Unless contrary to applicable law or regulations, and subject to all terms or conditions of Lessee Borrowing (as hereinafter defined) Lessee's improvements on and to the Property, including the Building, shall revert to the Lessor in the event Lessee voluntarily declares bankruptcy, elects to dissolve or is involuntarily dissolved. In the event of such dissolution and reversion of the Property improvements to Lessor, Lessor shall lease the Property and Building, upon the substantially same terms and conditions of this Lease to the non-profit ambulance service or governmental entity approved in writing by Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed, to whom Lessee has sold, donated or otherwise disposed of substantially all of its EMS assets.

**J.** Lessee shall not sell in excess of 50% of the assets of Lessee or any interest in Lessee's space without the written approval of Lessor with said approval not to be unreasonably withheld, conditioned or delayed.

**K.** The "Future Field Area" is defined to mean that area owned by Lehigh County and located generally south of the Property, east of PA Route 309, west of the private road extension of Parkway Road and north of Walnut Street as depicted on Exhibit "C" hereto. In connection with development of the Property, Lessee agrees to rough grade/bench the sloped portions of Future Field Area in such a manner as to create two or three level plateaus of sufficient size (not less than 240' x 360') to enable the



placement of two or three soccer fields, respectively. In connection with such rough grading/benching of the Future Field Area it is intended Lessee will strip topsoil; level the area to subgrade; replace topsoil; seed with grass. Lessee shall not be obligated to bring material from offsite to create the benching. If sufficient area and materials are available on site, Lessee will create three plateaus and soccer fields. Otherwise, Lessee will create two of each. Lessee and Lessor shall cooperate in the development of the regrading plan and the actual placement of the benched areas.

#### **IV. USE REQUIREMENTS**

A. Lessor shall utilize Lessor's Space within the Building solely for Lehigh County purposes operated by a County agency, County office, County department or an entity under contract to provide County services ("**County Uses**").

B. Lessee shall utilize the Property and Lessee's Space solely for Cetronia Ambulance Corps (or a successor of Cetronia Ambulance Corps operating under a different name, but performing substantially the same function as Cetronia Ambulance Corps) operations, including current and future operations and activities consistent with Lessee's business plan and mission ("**Lessee Uses**"). Lessee shall not sublease or assign to any entity other than a Lessee successor, subsidiary or affiliate without Lessor's prior written approval, with said approval not to be unreasonably withheld, conditioned or delayed. The word "successor" as used in the foregoing sentence shall mean either that:

- i) Lessee has merged with another non-profit corporation, or
- ii) Lessee or its assets are acquired, in whole or in part, by a federal or Pennsylvania governmental entity or any political subdivision thereof, or
- iii) Substantially all of Lessee's assets are acquired by another non-profit entity having inter alia, an ambulance- or EMS-related purpose substantially the same as that of Lessee.

C. Lessee shall have the exclusive right to sell, license, lease or assign "Naming Rights" for all or any part of the Lessee occupied portion of the Building as well as any future expansion of the Building by Lessee. Such Naming Rights shall include but not be limited to signage on the Property, subject to all necessary zoning

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approvals from the Township for any such signage. If requested by Lessee's donor intended to receive Naming Rights, Lessor shall cooperate reasonably with Lessee and such donor in executing a recordable document memorializing the Naming Rights. The Naming Rights shall be applied to the Property and improvements in a manner which shall specifically identify and make obvious to the public and/or business invitees that portion of the Property and improvements that is being named and shall not confuse the public and/or business invitees to understand that the Naming Rights apply to the Lessor.

**V. UTILITIES**

Lessee and Lessor shall each be responsible for their own utility costs, including without limitation telecommunications costs, associated with the Property and their respective uses of the Building. Heating energy cost for the garage space shall be separately metered and the heating energy cost for said space shall be divided on a 60/40 basis between Lessee and Lessor with Lessee bearing 60% and Lessor bearing 40% of the cost. Lessor shall be responsible for all utility costs applicable to the Lessor's Closed Space which utilities shall be metered separately. All other utility costs, excepting those delineated above as being the Lessor's responsibility shall be the Lessee's responsibility.

**VI. CERTIFICATION**

Lessor hereby certifies that this Lease and any intended use of the Property contemplated by this Lease does not and will not violate any covenant, restriction, approval, agreement, deed, obligation, and/or any other limitation on the use of the Property arising from or out of the grading or other work performed on the Property by the United States Army Corps of Engineers.

**VII. CONTINGENCIES/REQUIREMENTS**

A. Lessee's obligations under this Lease are expressly contingent upon the following:

1. Lessee obtaining financing to construct the Building and/or finance Lessee's operations on the Property. Lessee's financing must be fair and reasonable as to

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current commercial lending rates. All other financing terms and conditions must be acceptable to Lessee, in Lessee's sole discretion. Lessee shall have one hundred eighty (180) days following receipt of all permits and approvals with respect to subdivision and construction of the Building for this contingency.

2. Title being good and marketable such that Lessee's interest in this Lease will be insured by Lessee's title insurance company at regular rates. In the event that Lessor does not possess and therefore cannot covenant and represent that it has good and marketable title, then Lessee shall have the option of taking such interest in this Lease as Lessor can give without any abatement of rent, or Lessee may elect to terminate this Lease. The Property shall be leased to Lessee free and clear of all taxes, mortgages and other liens and also free from all easements, covenants, conditions, restrictions and other encumbrances except those that are acceptable to Lessee in Lessee's sole discretion. If any such material matters of public record or other material title matters are not acceptable to Lessee, Lessee shall have the right to terminate this Lease by providing written notice to Lessor. It is the express intention of Lessor and Lessee that this Ground Lease not convey or be interpreted to convey fee title.

3. Lessee obtaining all easements and applicable unappealable and unappealed governmental permits and approvals to construct the Building and utilize the Property for Lessee Uses and County Uses. The easements, permits and approvals shall include but not be limited to all zoning, subdivision and land development, construction and building permit approvals from South Whitehall Township and other governmental agencies having authority; receipt of easements for and agreements for operation of stormwater management facilities for the development and use of the Property; and modification of the blanket easement of Socony-Vacuum Oil Company to an easement having a defined metes and bounds area located where installation of improvements on the Property shall not be prohibited or otherwise adversely affected. Lessee is responsible for obtaining all permits and approvals at Lessee's sole cost and expense, except for those permits required for the County Uses or the Lessor's use and/or occupancy of Lessor's Space. Lessee shall accept conditions that are placed on such

easements, permits and/or approvals that are fair and reasonable. Lessee shall have one and one half (1 ½) years following the execution date of this Lease for this contingency.

4. Lessee obtaining final subdivision approval from South Whitehall Township and recording the final subdivision plan by which the Property is subdivided from the Lessor Tract. The definition of Property hereunder shall thereafter be defined as the subject land subdivided from the Lessor Tract by the recorded subdivision plan. The plan shall have received preliminary and final approvals from South Whitehall Township and all necessary approvals from outside agencies, with all conditions thereof being fulfilled not later than the time for closing on the financing referred to in paragraph VII.A.1 above for this contingency.

5. Lessor and Lessee entering into said sublease agreement for the Lessor's Space (the "**Lessor Sublease**") on terms acceptable to both Lessor and Lessee. Lessor shall be responsible for drafting and preparing said sublease, subject to Lessee's approval with said approval not to be unreasonably withheld, conditioned or delayed. Lessee shall have until the earlier of one and one half (1 ½) years following the complete execution of this Lease, or four (4) months following receipt of all permits and approvals with respect to subdivision of the Lessor Tract and construction of the Building for this contingency.

6. The "**Investigation Period**" shall mean the period of time commencing with the complete execution of this Lease by all parties and continuing until ninety (90) days thereafter. During the Investigation Period Lessee and Lessee's engineers, surveyors, contractors, employees and agents shall have the right to enter upon the Property for the purpose of conducting tests, soil analyses, surveys, studies and such other physical examinations of the Property as Lessee may deem to be appropriate. Lessee shall promptly refill any holes that are dug and otherwise repair any damage to the Property as a result of such activities. If for any reason Lessee determines in its sole discretion that it no longer wishes to proceed with this Lease and construction of the Building, Lessee shall have the right to terminate this Lease by providing written notice thereof to Lessor not later than five (5) business days following the conclusion of the Investigation Period.

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B. Lessor's obligations under this Lease are expressly contingent upon the following:

1. Lessor obtaining all final municipal approvals and unappealable and unappealed governmental permits and approvals to utilize the Property for County Uses. Lessor shall accept conditions that are placed on such approvals and/or permits that are fair and reasonable. Lessor shall have one and one half (1 ½) years following the execution date of this Lease for this contingency.

C. If any of the contingencies in Section VII.A. are not met Lessee shall have the right to terminate this Lease by providing written notice thereof to Lessor within forty-five (45) days following the failure of the contingency within the applicable prescribed times as to subparagraph VII.A.1, 3, 4 & 5. With respect to title as set forth in subparagraph VII.A.2, Lessee shall satisfy itself with the condition of title within ninety (90) days following the execution date of this Lease. Thereafter, the condition of title to the Property shall not change throughout the Lease Term. If the condition of title should change, through no act or non-act of Lessee, during the term of this Lease in a way that could have a material adverse impact on Lessee, Lessor agrees to take such action as may be reasonable or necessary to eliminate such title exception and if Lessor fails to correct such title exception, Lessee shall have the right to take any action as may be necessary or appropriate to remedy the title exception at the expense of Lessor.

D. If the contingency in Section VII.B.1. is not met Lessor shall have the right to terminate this Lease by providing written notice thereof to Lessee within forty-five (45) days following the failure of the contingency.

#### VIII. LESSEE'S MORTGAGE(S)

A. Lessee shall be permitted to mortgage, assign, and/or otherwise provide as collateral for any and all financing that Lessee requires in Lessee's sole discretion, its interest in this Lease, the Property, the Building (including any expansions) and the Access Easement (collectively "Lessee Borrowing"); provided, however, that Lessee Borrowing shall be subject to a nondisturbance agreement from Lessee's lender(s) for the

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benefit of Lessor as described in Section VIII.D. Lessee Borrowing which will be in first lien position and does not exceed a loan-to-value ratio of eighty percent (80%) percent shall not require any written approval from Lessor. All other Lessee Borrowing shall be subject to Lessor's written approval with said approval not to be unreasonably withheld, conditioned or delayed. For Lessee Borrowing which requires Lessor's written approval, Lessee shall provide Lessor with thirty (30) days advance written notice of its intention to apply for Lessee Borrowing prior to applying for that Lessee Borrowing.

**B.** Lessor shall provide all reasonable cooperation relative to Lessee Borrowing.

**C.** Lessee Borrowing shall list Lessor as a party to receive notice of default thereunder. Lessee shall provide Lessor prompt notice upon Lessee receiving notice of default from any of its lenders on any Lessee Borrowing. In the event that Lessee defaults on any Lessee Borrowing, Lessor has the right but not the obligation to: i) cure any such default, or ii) pay the entirety of any outstanding debt and charges to the lender(s) and receive assignment of any and all mortgage(s) and note(s). In the event that Lessor cures Lessee's default under any Lessee Borrowing and also fully pays off all indebtedness and other sums due under said Lessee Borrowing, the Building and all other improvements on the Property shall become the sole and exclusive property of Lessor.

**D.** Any mortgage granted by Lessee for Lessee Borrowing shall provide that as long as Lessor is not in default under the Lessor Sublease, Lessor shall have the right to continue occupancy of the Lessor's Space subject to non-disturbance of such occupancy by Lessee. Under no circumstances will Lessor's right and ability to occupy the Lessor Space be altered or diminished in any form because of Lessee's default under any Lessee Borrowing and the documentation for Lessee Borrowing shall expressly include an acknowledgement of the same at the time they are initially executed by Lessee.

**E.** Under no circumstances, now or in the future, will Lessor's interest in this Lease be subordinate to Lessee Borrowing, and Lessor shall not have any obligation to subordinate its interest in this Lease to Lessee Borrowing.

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**IX. QUIET POSSESSION**

A. On the commencement date of this Lease, subject to the terms and conditions of this Lease, Lessor covenants and agrees that Lessee is entitled to quiet enjoyment and possession of the Property during the Lease Term.

B. On the commencement date of the Lessor Sublease (as hereinafter defined), and subject to the terms and conditions thereof and of this Lease, Lessee covenants and agrees that Lessor is entitled to quiet enjoyment and possession of Lessor's Space during the Lease Term.

**X. INSURANCE AND INDEMNITY**

A. Lessor shall hold Lessee and Lessee's officers, directors, shareholders, employees, volunteers, agents, representatives, successors and assigns (collectively the "**Lessee's Protected Persons**") harmless and shall indemnify and defend Lessee and Lessee's Protected Persons against any and all manner of actions and causes of action, claims (including claims for attorneys' and experts' fees and/or costs), suits, debts, damages and punitive damages, obligations, dues, accounts, bonds, covenants, torts, contracts, agreements, violations, judgments, demands, injuries (including death), and liabilities of every type whatsoever occurring or involving, omissions, events, or matters resulting from, arising out of, relating to or in connection with Lessor's use and/or occupancy of the Access Easement, the Property, Lessor's Space and/or Lessor's Expansion, including but not limited to, intentional, negligent, reckless and/or grossly negligent conduct by Lessor and/or any one or more of the Lessor's elected officials, officers, employees, volunteers, agents, representatives, licensees, invitees, successors and assigns. This indemnification clause is intended to and shall survive any termination of this Lease.

B. Lessee shall hold Lessor and Lessor's elected officials, officers, employees, volunteers, agents, representatives, successors and assigns (collectively the "**Lessor's Protected Persons**") harmless and shall indemnify and defend Lessor and Lessor's Protected Persons against any and all manner of actions and causes of action, claims (including claims for attorneys' and experts' fees and/or costs), suits, debts,

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damages and punitive damages, obligations, dues, accounts, bonds, covenants, torts, contracts, agreements, violations, judgments, demands, injuries (including death), and liabilities of every type whatsoever occurring or involving, omissions, events, or matters resulting from, arising out of, relating to or in connection with Lessee's use and/or occupancy of the Access Easement, the Property, and/or Lessee's Space, including but not limited to, intentional, negligent, reckless and/or grossly negligent conduct by Lessee's and/or any one or more of the Lessee's Protected Persons. This indemnification clause is intended to and shall survive any termination of this Lease.

C. Lessee shall be responsible for obtaining all required insurance coverage for the Building, exclusive of the Lessor's Closed Space and any Lessor's Expansion. Each party shall be responsible for insuring its own improvements, personal property and contents within the Building. Lessee shall be entitled to receive any and all property insurance proceeds from Lessee's policies. Lessor shall be entitled to receive any and all property insurance proceeds from Lessor's policies. Lessor and Lessee shall cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of, any insurance proceeds that may be due in the event of any loss, and each party will execute, acknowledge and deliver to the other such accurate instruments as may be required to facilitate the recovery of any insurance proceeds. Each party is responsible for its own liability insurance. Lessee acknowledges that Lessor is self insured.

## **XI. GENERAL REPRESENTATIONS OF LESSOR AND LESSEE**

### **A. Compliance With Legal Requirements**

Lessor and Lessee shall each with respect to its use of the Property and/or the Building and any expansion thereto promptly comply with all applicable laws and ordinances, and all orders, rules, regulations, and requirements of federal (including not by way of limitation the Americans with Disabilities Act), state and municipal governments and appropriate departments, commissions, boards, and officers of these governments having jurisdiction over Lessor or Lessee (hereinafter sometimes referred to



as "**Legal Requirements**") throughout the term of this Lease, and without cost to the other party. Lessor and Lessee shall promptly comply with these Legal Requirements whether they are foreseen or unforeseen, or ordinary or extraordinary.

**B. Contest of Legal Requirements**

Each party shall have the right, after prior written notice to the other party, to contest the validity of any Legal Requirements by appropriate legal proceedings, provided that such contest shall not subject any party to this Lease to any criminal or civil liability as a result of any legal contest.

**XII. LIENS AND ENCUMBRANCES**

**A.** Lessor shall not be liable for any labor, services or materials furnished or to be furnished to Lessee or any sublessee permitted pursuant to this Lease in connection with any work performed on or at Lessee's Space and no mechanics' lien or other lien or encumbrance for any labor, services or materials relative thereto shall attach to or adversely affect Lessor's fee simple estate in the Property.

**B.** Lessee shall not be liable for any labor, services or materials furnished or to be furnished to Lessor or any sublessee of Lessor permitted pursuant to this Lease in connection with any work performed on or at the Lessor Expansion and/or the Lessor's Space, and no mechanics' lien or other lien or encumbrance for any labor, services or materials shall attach to or affect Lessee's interest in the Building or the Property.

**XIII. LESSEE'S RIGHT OF FIRST REFUSAL**

With the understanding and agreement that this Lease is binding for the Lease Term set forth herein, Lessor nevertheless agrees that during said Lease Term and any renewals thereof, to give and does hereby give Lessee an exclusive right of first refusal to purchase the Property. In the event that Lessor should receive a bona fide offer to purchase all or any part of the Property, Lessor shall immediately give written notice of such offer to Lessee and afford Lessee an opportunity to purchase the Property at same terms and price as any bona fide offer that Lessor is willing to accept. In such event, Lessor shall provide Lessee with a copy of said bona fide offer, disclosing the name of

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such offeror and all terms and conditions thereof. Lessee shall have ninety (90) days from the date of its receipt of notice of said offer in which to notify Lessor in writing that it elects to exercise its right of first refusal to purchase the Property (or the part thereof subject to the bona fide offer) on the same terms and conditions as the offer to Lessor. In the event Lessee does not exercise its right of first refusal within the aforesaid ninety (90) day period as provided for in this paragraph, Lessor may sell the Property (or the part thereof subject to the bona fide offer) to said third party offeror, subject however, to the remaining terms and provisions of this Lease. In the event that Lessor fails to sell the Property (or the part thereof subject to the bona fide offer) to any such third party offeror on the same terms offered to Lessee, this right of first refusal shall continue for so long as Lessee continues to lawfully occupy the Property in compliance with this Lease. Similarly, Lessor agrees that in the event of any offer by a third party, it will notify such third party that Lessee has the exclusive right of first refusal relative to the Property under this Lease. If the Property is sold to any person other than Lessee, such purchaser shall acquire the Property subject to this Lease.

#### **XIV. DEFAULT**

If either party should default under the terms of any provisions of this Lease, and if the defaulting party does not cure such default(s) within ninety (90) days of receiving written notice from the non-defaulting party of such default(s), then the non-defaulting party may at its option terminate this Lease or exercise all the remedies available at law, in equity or otherwise. In the event a cure is commenced within said ninety (90) day period but is not reasonably capable of being completed within said ninety (90) days, the ninety (90) day period for cure shall be extended for a reasonable period of time as long as the defaulting party continues to prosecute the cure to completion in a diligent and reasonable manner. Notice of default shall be provided to the defaulting party in writing. All rights and remedies of the non-defaulting party shall be cumulative and the exercise of any right or remedy shall not exclude any other right or remedy at law. Such rights and remedies of the non-defaulting party may be exercised and enforced concurrently and whenever and as often as occasion therefore arises. Without limiting the generality of the

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foregoing, in the event of default by Lessee and failure to cure as contemplated by this Lease, Lessor shall have the right to take over possession of the Building and ownership of the Building shall revert to Lessor; such reversion is subject to the rights of lenders under any Lessee Borrowing.

#### **XV. MAINTENANCE**

A. Lessee agrees to keep the Property (excluding Lessor's Space and any Lessor Expansion) in good order and repair. Lessee shall keep all pavements, walkways, and drives on the Property reasonably free of trash. Lessee agrees to cut and maintain the grass and keep all shrubbery, plantings, and trees on the Property in a neat and attractive condition. Lessee covenants that it also shall keep all driveways, parking areas, walkways, sidewalks, paths, pavements and similar areas on the Property reasonably free from snow and ice.

B. Lessee shall be responsible for all maintenance and repair of the Building except for maintenance and repair of the Lessor's Space and any Lessor Expansion. Where maintenance is needed for the entire Building (i.e. roof or other large repairs) the cost shall be shared by Lessee and Lessor on a pro rata basis upon the percentage of square footage each party controls within the Building.

C. Lessor shall continue to maintain the Parkway Road extension and is responsible for the future and continuing maintenance of the Access Easement, in a paved and well maintained condition that provides convenient and safe access to the Property via the Access Easement.

#### **XVI. CONDEMNATION**

If all or a material part of the Property or Building should be taken for a public or quasi-public purpose under law, ordinance or regulation or by right of eminent domain or should be sold to a condemning authority under threat of condemnation, which shall include a resolution authorizing same, this Lease shall terminate effective as of the date of taking of the entirety of the Property or Building by condemning authority, and for condemnation of a material part but less than the entire Property or Building, this Lease

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shall terminate upon Lessee terminating the Lease in its sole discretion, with such notice to be provided not later than one hundred twenty (120) days following the taking; otherwise this Lease shall continue in full force and effect as to that part of the Property and Building not so taken. Any award of damages as just compensation shall be the property of the respective parties in proportion to the respective square footages of the Lessor's Space and Lessee's Space taken or conveyed in lieu of condemnation. Lessor hereby agrees not to condemn the Property by eminent domain or otherwise.

#### **XVII. TAX OBLIGATIONS**

A. Lessee hereby certifies, as a condition precedent to the execution of this Lease, and as an inducement for the Lessor to execute same, that it is not "delinquent" on any taxes owed to the Lessor. "Delinquent" is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Lehigh County Tax Claim Bureau.

B. Lessee further agrees, as a specific condition of this Lease, that it shall remain current on all of the taxes it owes to the Lessor. Should Lessee become delinquent on any taxes it owes to the Lessor during the term of this Lease, Lessee may be deemed to be in breach of this Lease by Lessor, and Lessor may terminate this Lease subject to the cure provisions of Section XIV of this Lease.

C. Lessor and Lessee shall each be responsible for their prorated portion of real estate taxes, if any, from their proportionate use of the Building. Each party shall be responsible for one-half of the real estate transfer taxes, if any, resulting from this Lease. If either party shall assign its rights under this Lease and such assignment results in realty transfer tax being payable, then the party so assigning its interest in this Lease shall be fully responsible for such realty transfer tax.

#### **XVIII. UNDUE INFLUENCE**

Lessee agrees not to hire any County personnel who may exercise or who has exercised discretion in the awarding, administration or continuance of this Agreement for

up to and including one (1) year following the termination of the employee from County service. Failure to abide by this provision shall constitute a breach of this Agreement.

#### **XIX. NOTICES**

All notices to be given pursuant to the terms of this Lease shall be served either in person, by overnight delivery service requiring a signature for receipt, or by depositing such notice in the United States Mail, certified with return receipt requested, with certification and postage prepaid, properly addressed and directed to the party to receive the same as follows:

**To County of Lehigh:**

County Executive  
Lehigh County  
Government Center  
17<sup>th</sup> South Seventh Street  
Allentown, PA 18101

**With copy to:**

Lehigh County Solicitor  
Department of Law  
17 S. Seventh Street  
Allentown, PA 18101-2401

**To Cetronia Ambulance Corps:**

Chief Executive Officer  
Cetronia Ambulance Corps, Inc.  
7355 William Avenue, Suite 700  
Allentown, PA 18106-9397

**With copy to:**

Director of Finance  
Cetronia Ambulance Corps, Inc.  
7355 William Avenue, Suite 700  
Allentown, PA 18106-9397

**With copy to:**

Joseph A. Zator II, Esquire  
Zator Law Offices, LLC  
American Heritage Building  
4400 Walbert Avenue at Ridgeview Drive  
Allentown, PA 18104

Any party to this Lease may designate a different person, entity or place to or at which notices shall be given by delivering a written notice to that effect to the other parties, which notice shall be effective on the date of actual receipt, in case of personal delivery, or on the date of mailing, in all other cases.

#### **XX. MISCELLANEOUS**

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A. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Lease shall be construed under, performed under and subject to the laws of the Commonwealth of Pennsylvania. The parties consent to the exclusive original jurisdiction of the Court of Common Pleas of Lehigh County, Pennsylvania for any dispute or claim arising hereunder.

B. Either party hereto shall, within thirty (30) days after each and every request by the other party, execute, acknowledge and deliver to the requesting party a statement in writing certifying i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified, and stating the modifications), and ii) that the other party making the request is not in default under the Lease (or if there is a default, stating the nature of the default).

C. In the event that one or more of the provisions of this Lease shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

D. This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties. No amendments, modification or alteration of this Lease or its term shall be binding unless the same is in writing, dated subsequent to the date of this Lease and executed by both parties hereto.

E. No waiver by the parties hereto of any default or breach of any term, condition or a covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

F. The definition of Lessor hereunder shall include Lessor's successors and assigns.

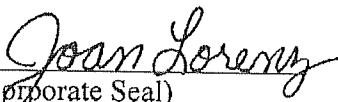
G. The parties shall cause a Memorandum of Lease to be recorded, which shall evidence at a minimum, the following: Lessee's Right of First Refusal; term of Lease; rent; Access Easement; and lease of Lessor's Space to Lessor.

**XXI. CAPTIONS**

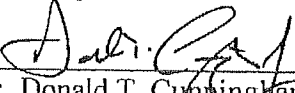
Captions and headings contained in this Lease are for convenience only and form no part of this Lease.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned Lessor and Lessee hereto execute this Lease as of the day and year first above-written.

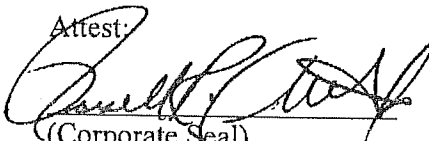
Attest

  
(Corporate Seal)

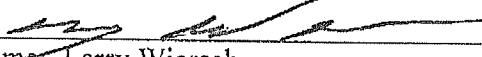
LESSOR:  
County of Lehigh

By:   
Name: Donald T. Cunningham, Jr.  
Title: County Executive

Attest:

  
(Corporate Seal)

LESSEE:  
Cetronia Ambulance Corps

By:   
Name: Larry Wiersch  
Title: Chief Executive Officer

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made by and between THE COUNTY OF LEHIGH, a Pennsylvania County of the Third Class (hereinafter sometimes referred to as "Lessor") and CETRONIA AMBULANCE CORPS, INC. a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter sometimes referred to as "Lessee").

1. 99 Year Lease. Lessor and Lessee have entered into a 99 year Ground Lease commencing on or about November 22, 2011 ("Lease") for property depicted on the plan attached hereto as Exhibit "A" and described by the metes and bounds legal description attached hereto in Exhibit "B" (the "Property"), which Property is a portion of the property identified as Tax Parcel ID No. 547693801175-1.

2. Construction. During the term of the Lease, it is anticipated that Lessee shall proceed with certain land development and related approvals, and with other work related to the Property as more fully set forth in the Lease. It is anticipated that Lessee ultimately shall construct a 63,000 +/- sq. ft. building (plus possible expansions) and other improvements on the Property.

3. Access Easement. The location of the Access Easement is approximately as depicted on Exhibit "A" attached hereto. The actual location of the Access Easement is set forth on the subdivision plan of which the Property has been created as a separately subdivided parcel from the remainder of the tract owned by Lessor identified by the Tax Parcel ID No. set forth in paragraph 1 above. The Access Easement shall exist for as long as the Lease remains in effect.

4. Lessee's Right of First Refusal. Lessee has a right of first refusal to purchase the Property as defined in the Lease.

5. Lessor's Lease of Lessor's Space. Lessor and Lessee have agreed to the lease of 20,000 sq. ft. to Lessor pursuant to the terms and conditions set forth in the Lease and by a separate lease to be completed.

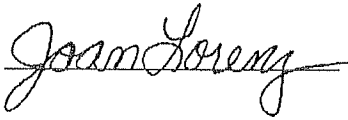
6. Recording. The parties have entered into and intend to record this Memorandum of Lease in lieu of recording the Lease for the purpose of making the existence of the Lease and Access Easement a matter of public record. In the event of an



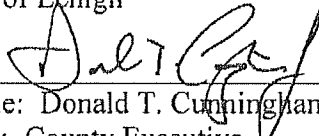
actual conflict between the provisions of the Lease and this Memorandum of Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee have executed this Memorandum of Lease, intending to be legally bound hereby.


Attest



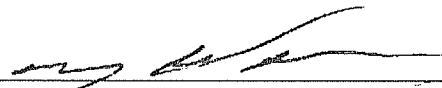
LESSOR:  
County of Lehigh

By:   
Name: Donald T. Cunningham, Jr.  
Title: County Executive

Attest:



LESSEE:  
Cetronia Ambulance Corps, Inc.

By:   
Name: Larry Wiersch  
Title: Chief Executive Officer

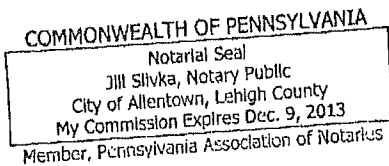
COMMONWEALTH OF PENNSYLVANIA

:  
: SS.  
:

COUNTY OF LEHIGH

On this, the 23<sup>rd</sup> day of November, 2011, before me, a Notary Public, the undersigned officer, personally appeared Donald T. Cunningham, Jr., who acknowledged himself to be the **County Executive of Lehigh County**, a Pennsylvania corporation, and that he as such County Executive, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as County Executive.

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



*Jill Sivka*  
Notary Public

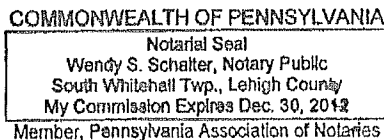
COMMONWEALTH OF PENNSYLVANIA

:  
: SS.  
:

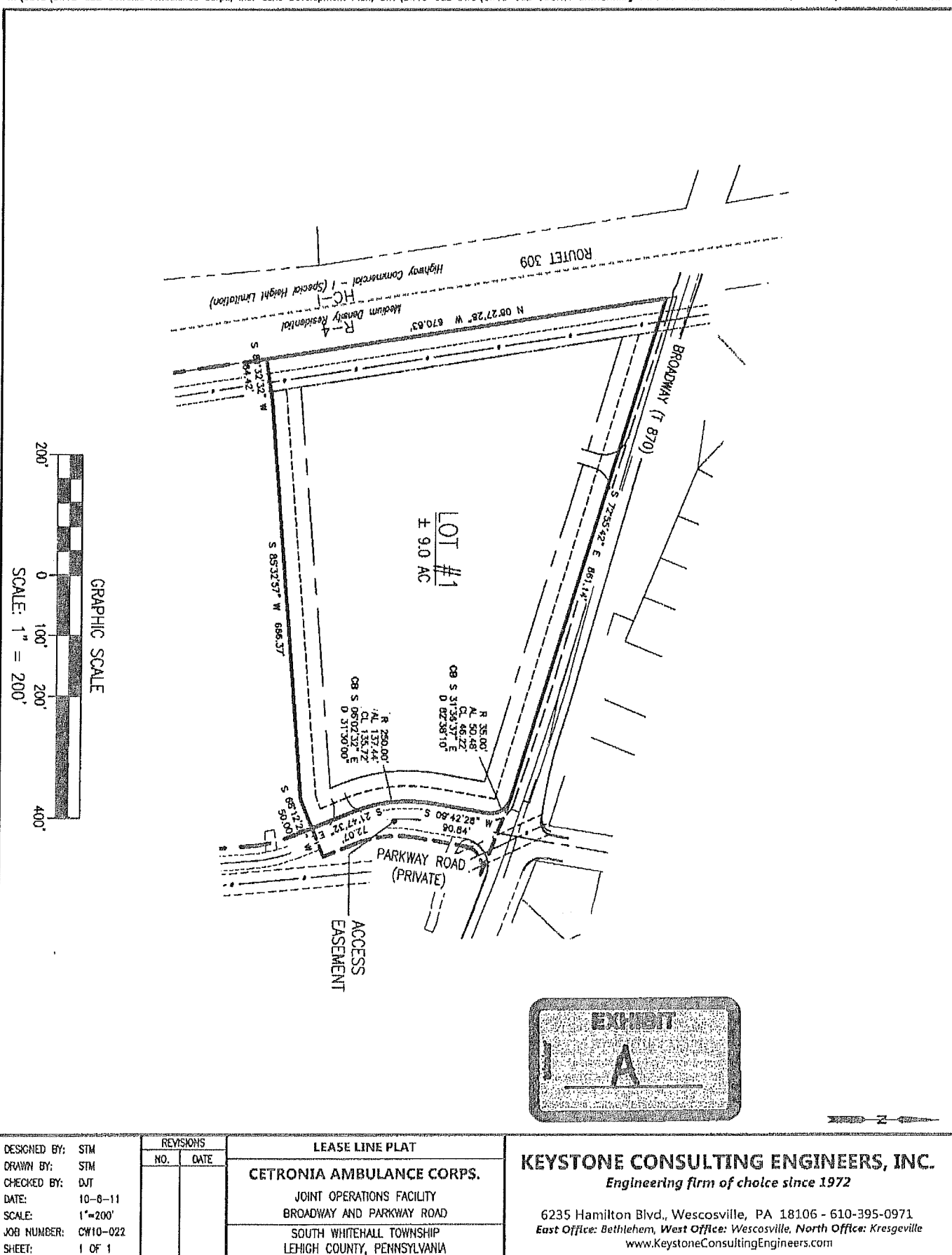
COUNTY OF LEHIGH

On this, the 10<sup>th</sup> day of October, 2011, before me, a Notary Public, the undersigned officer, personally appeared Larry Wiersch, who acknowledged himself to be the **Chief Executive Officer of Cetronia Ambulance Corps, Inc.**, a Pennsylvania non-profit corporation, and that he as such Chief Executive Officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Chief Executive Officer.

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



*Wendy S. Schalter*  
Notary Public



Lm

**LOT-1**  
**CETRONIA AMBULANCE CORPS**  
SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PA

**ALL THAT CERTAIN** piece or parcel of land, situate in The Township of South Whitehall, County of Lehigh, Commonwealth of Pennsylvania, as shown on a Minor Subdivision Plan, entitled Cetronia Ambulance Corps, being bounded and described as follows to wit:

**BEGINNING** at a point, being the intersection of the Legal Right-of-Way Line for Limited Access of S.R. 309 and the Required Legal Right-of-Way Line of Township Route 870 (width varies);

**Thence** along the Required Legal Right-of-Way Line of Township Route 870, South 72° 55' 42" East 861.14 feet to a point of curvature;

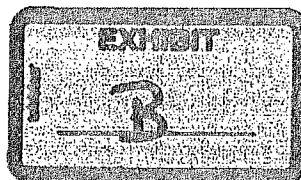
thence in and through lands now or formerly of The County of Lehigh, the following seven (7) courses and distances:

1. Along the arc of a curve deflecting to the right (having a radius of 35.00 feet, a central angle 82° 38' 10", a chord bearing and distance of South 31° 36' 37" East 46.22 feet) 50.48 feet to a point;
2. South 09° 42' 28" West 90.84 feet to a point;
3. Along the arc of a curve deflecting to the left (having a radius of 250.00 feet, a central angle 31° 30' 00", a chord bearing and distance of South 06° 02' 32" East 135.72 feet) 137.44 feet to a point;
4. South 21° 47' 32" East 72.07 feet to a point;
5. South 68° 12' 28" West 50.00 feet to a point;
6. South 85° 32' 57" West 666.37 feet to a point;
7. South 81° 32' 32" West 64.42 feet to a point;

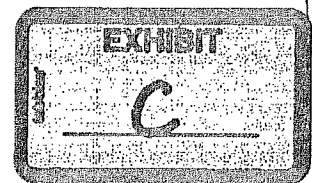
thence along the easterly Legal Right-of-Way line for Limited Access of S.R. 309, North 08° 27' 28" West 670.63 feet to a point, the place of beginning.

**CONTAINING: 392,219.93 Square feet or 9.0041 Acres more or less.**

**Subject** to a 30' wide Pipeline Easement granted to Keystone Pipeline.



*Low*



DESIGNED BY:	STM	REVISIONS	
DRAWN BY:	STM	NO.	DATE
CHECKED BY:	DJT		
DATE:	10-6-11		
SCALE:	1"=200'		
JOB NUMBER:	CW10-022		
SHEET:	1 OF 1		

**POSSIBLE SOCCER FIELD LOCATION PLAT**

**CETRONIA AMBULANCE CORPS.**

JOINT OPERATIONS FACILITY  
BROADWAY AND PARKWAY ROAD

SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA

6235 Hamilton Blvd., Wescosville, PA 18106 - 610-395-0971  
**East Office:** Bethlehem, **West Office:** Wescosville, **North Office:** Kresgeville  
[www.KeystoneConsultingEngineers.com](http://www.KeystoneConsultingEngineers.com)

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