

NORTHAMPTON COUNTY COUNCIL - EASTON, PA

Ordinance No. SESSION 2020 Bill No. 777

Introduced by Lori Vargo Heffner and Thomas A. Giovanni on May 21, 2020

Enacted Effective

Title: AN ORDINANCE OF THE NORTHAMPTON COUNTY COUNCIL AUTHORIZING THE COUNTY OF NORTHAMPTON, EASTON, PENNSYLVANIA, TO LEASE APPROXIMATELY 2,700 RENTABLE SQUARE FEET OF SPACE IDENTIFIED IN HOPE LUTHERAN CHURCH, 4131 LEHIGH DRIVE, TOWN OF CHERRYVILLE, LEHIGH TOWNSHIP, NORHTAMPTON COUNTY, PENNSYLVANIA

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15 Purchase, Sale and Lease of Real Estate Section b. Sealed Appraisals, provides, "The County shall not purchase, sell, or lease real estate without first obtaining sealed appraisals from two (2) professional real estate appraisers."; and

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15 Purchase, Sale and Lease of Real Estate Section c. (1) Purchase/Sale/Lease of Real Estate, provides, "The County Executive, or his designee, may negotiate a contract for the purchase, sale or lease (with the County as lessor or lessee) of real estate. Any such purchase/sale/lease shall be approved by County Council, and no such contract shall bind the County nor shall any conveyance be lawful, until County Council approves of the terms of the purchase/sale/lease."; and

WHEREAS, Northampton County Home Rule Charter Article 602 (a)(6) provides that the Northampton County Council shall enact an ordinance for any act which "purchase, conveys, leases or authorizes the purchase, conveyance or lease of any real property of the County".

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by Northampton County Council that it does hereby authorize the County of Northampton to lease approximately 2,700 rentable square feet of space in the Hope Lutheran Church, 4131 Lehigh Drive, Town of Cherryville, Lehigh Township, Northampton County,

Pennsylvania, for \$700.53 per month beginning January 1, 2020. The lease shall be in accordance with the Lease Agreement, a copy of which is attached hereto and made a part hereof as Exhibit "A".

Effective Date - This ordinance shall become effective thirty days after the date of enactment.

This ordinance was advertised on the 27th day of May 2020 and was adopted by the Northampton County Council on the _____ day of _____ 2020.

Attest:

Linda M. Zembo
Clerk to Council

Ronald R. Heckman
County Council President

Lamont G. McClure
County Executive

RECEIVED

EXHIBIT "A"

MAY 18 2020
COUNTY COUNCIL

Lease Agreement



This Lease is made and entered into on the _____ day of _____, 2020, between **Hope Lutheran Church, 4131 Lehigh Drive, Town of Cherryville, Lehigh Township, Northampton County, Pennsylvania**, referred to in the Lease as Lessor, and the County of Northampton, a Pennsylvania municipal corporation, Northampton County Courthouse, 669 Washington Street, Easton, PA 18042, referred to in this Lease as Lessee.

Lessor leases to Lessee, and Lessee leases from Lessor, **space in Hope Lutheran Church, including primarily a meeting room, two classrooms, Hanson Hall kitchen and bathrooms together with ancillary space as LESSOR and LESSEE may agree**, hereinafter called leased premises. The leased premises consist of approximately **2,700** rentable square feet of space.

ARTICLE 1. TERM

1.01. *Lease Term.* The term of this Lease shall be two years, commencing on **January 1, 2020**, and ending on **December 31, 2021**, unless sooner terminated as provided in this Lease.

1.02. *Automatic Renewal.* This Lease will continue for a like term of years under the same terms and conditions as stated in this lease unless either party gives notice, in writing to the other party at least (6) six months prior to the end of this lease, of its intention to terminate the lease agreement.

ARTICLE 2. RENT

2.01. *Initial Rent.* Lessee will pay to Lessor the sum of \$700.53 per month, from the commencement of the term of this Lease and continuing throughout the original Lease term, in advance on the **10th** day of each month. The above initial rent is based upon a cost of **\$3.11349** per square foot multiplied by **2,700** square feet.

2.02. This Lease will continue for a like term of years under the same terms and conditions as stated in this Lease unless either party gives notice, in writing to the other party at least (6) six months prior to the end of this Lease, of its intention to terminate the Lease Agreement. All the terms, provisions and conditions contained in this Lease shall continue to apply except that the annual rent shall be adjusted by applying fluctuations in the Consumer Price Index to the annual rent as follows:

- (a) The Consumer Price Index for the purposes of this Lease shall be the Consumer Price Index for All Items for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor applicable to the Northeast Region (which includes the Lehigh Valley area). If the Consumer Price Index ceases to be published by the United States Department of Labor, Bureau of Statistics, then the calculation shall be based on the closest successor index as identified by the United States Department of Labor. If no such successor exists, the calculation shall be based on an index that is mutually agreed upon between the parties.

- (b) The Base Date shall be the calendar month preceding the dated commencement of this Lease agreement (Consumer Price Index for December 2019 was 270.429).
- (c) The rental adjustment amount shall be determined by multiplying the annual rent (currently \$8,406.36) by a percentage, the numerator of which shall be, the Consumer Price Index for the last month of the second full Lease year (initially December 31, 2021) less the Consumer Price Index of the Base Date (defined above) and the denominator of which shall be the Consumer Price Index for the Base Date (defined above). The rental adjustment amount is then added to the current annual rent equaling the Adjusted Annual Rent Amount. The resulting sum, the Adjusted Annual Rent Amount, if greater than the annual rent currently payable, or as it has been subsequently adjusted thereafter, shall then be payable in (12) twelve equal monthly installments, commencing with the month immediately following the last month of the current two-year lease period . If the percentage calculation above should result in a negative percentage and the subsequent Adjusted Annual Rent Amount would be less than the annual rent currently being paid, no adjustment will be made to the current annual rental amount and the current monthly lease amount will continue for another twenty-four months. All amounts are to be rounded to two decimal places.

ARTICLE 3. USE OF PREMISES

3.01. *Permitted Use.* Lessee will use the leased Premises **for the congregate meal program, and for recreation, socialization and education activities for older adults, which programs together shall be known as the Cherryville Senior Center.**

3.02. *Signs.* Lessee shall have the right to erect appropriate signs on the outside of the leased premises in accordance with applicable State and Municipal laws, ordinances and regulations.

3.03. *Governmental Functions.* It is understood and agreed between the parties hereto that if the governmental function for which these premises are being leased is abolished, limited, restricted or reorganized as a result of any act of the Pennsylvania legislature or of the United States Congress or an administrative action taken by or under the authority of the Pennsylvania Supreme Court, then the Lessee shall have the absolute privilege of canceling this lease upon thirty (30) days written notice.

3.04. *Use of Common Areas.* As may be applicable to the leased premises, restrooms, elevators, stairs, hallways, lobbies, parking lots, courtyards, walkways, and all other common areas of the Building are for the joint use of all Lessees of the Building. Lessee and its officers, employees, agents, and invitees will use such common areas in a reasonable, orderly, and sanitary manner in cooperation with all other Lessees and their officers, employees, agents, and invitees.

3.05. *Hours of Service.* Lessor shall make available to Lessee the Leased Premises from Monday through Friday inclusive during the hours from 8:30 a.m. to 2:30 p.m., except on particular days when special circumstances require use by the Lessor. Lessor will give Lessee reasonable notice of these special circumstances, and will make every effort to plan the use of the Leased Space so that Lessee's programs will be disturbed as little as possible. Monthly rental shall be pro-rated by the amount of rent paid

divided by the number of days of operation of the month for any month in which Lessor closes the program because of functions or non-center related repairs or improvements.

3.06. LESSOR agrees to LESSEE'S use of the four (4) or five (5) cabinets and drawers in the Hanson Hall kitchen presently being used by LESSEE, and to LESSEE'S use of such additional space as the parties to this Lease may agree upon.

LESSEE shall have the use of the storage room off the Hanson Hall kitchen and all the shelves on the east wall of the storage area in the large closet off the main room.

LESSEE shall have access to Kuntz Hall and the kitchen area associated with Kuntz Hall no more than (2) two times per year and LESSOR shall be paid \$150.00/event for a (4) fourhour usage. Payment will be made by LESSEE. Request to use this space must be made by LESSEE (90) ninety days in advance.

3.07. LESSOR shall have the full use of all areas for (1) one week per year for Vacation Bible School (VBS) with LESSEE's rent pro-rated. LESSOR shall provide (90) ninety days' notice for the usage.

ARTICLE 4. SERVICES, MAINTENANCE, AND SURRENDER

4.01. *Services and Maintenance by Lessor.* Lessor shall furnish the leased Premises with all utilities and services required by any local, state or federal law or regulation, including, but not limited to, the following services and maintenance:

- (a) *Heat and Air Conditioning.* Heat, ventilation and air conditioning to provide and maintain under all conditions air devoid of contaminants or offensive odors and a temperature not lower than 70 ° Fahrenheit nor higher than 78 ° Fahrenheit, and a relative humidity of not more than 50%.
- (b) *Electricity.* Electric current services for lighting and ordinary business appliances, except that LESSEE shall pay annually the sum of Seven Hundred Fifty Dollars (\$750) towards the cost of electricity needed to operate LESSOR's air conditioning system. Such payment shall be made in the last month of each year of the Lease.
- (c) *Telephone.* Lessor shall ensure that proper telephone lines are and continue to be accessible to the premises. Nothing in this Lease Agreement shall be construed to mean that Lessor is responsible or liable for telephone service to the premises.
- (d) *Water.* Hot and cold water for lavatory and drinking purposes,
- (e) *Plumbing.* Operating bathroom facilities within the premises.
- (f) *Parking.* Lessor shall provide adequate parking for employees and public use.
- (g) *Janitorial Service.* Removal of trash and garbage, recycling costs, and replacement of light globes or fluorescent tubes in the lighting fixtures. LESSOR agrees to provide janitorial services for the leased premises which will include a thorough cleaning of the Leased Premises once a week. Kitchen floors must be washed once a week. LESSOR agrees to provide a dumpster for the premises and provide for periodic refuse removal

service. LESSEE agrees to pay one-half (1/2) of the cost of one (1) carpet cleaning per year as defined in this Lease.

- (h) *Internet Service.* Lessee, at their sole expense, shall be permitted to install ????? necessary for them to conduct business on a secure internet line that will be independent of any internet service currently being utilized or provided by the Lessor. Lessee will take every precaution necessary to prevent their internet service from interfering with or disrupting the internet service currently being utilized by the Lessor. Lessee agrees to pay for ALL costs associated with the on-going maintenance of the internet service they wish to install. Upon the termination of the lease the Lessee agrees to remove at their sole expense all cables and equipment related to the internet service they have installed and return the premises back to its original condition.

The LESSOR and LESSEE will agree upon an arrangement for the tables and chairs. The LESSOR will see that this table/chair arrangement is in place for each day's use by the LESSEE. LESSEE will see that table/chair arrangement is returned to the way LESSEE found it upon arrival to leased premises.

The LESSEE shall be responsible for a daily, modest clean-up of the tables, chairs and floors such that the area is presentable for the next user.

- (i) *Maintenance of Common Areas.* Maintenance of the public and common areas of the Building and the property on which the Building is situated, including lobbies, corridors, restrooms, walkways, lawns, courtyards, and parking areas, in reasonable good order and condition, including appropriate landscaping of outdoor areas. Maintenance includes, but is not limited to, snow and ice removal from walks, driveways and parking areas. Snow removal expenses shall be shared by LESSOR and LESSEE. Costs incurred for snow removal weekdays, evenings or mornings for the principal benefit of the Senior Center shall be charged pro rata to LESSEE and other programs sharing LESSOR'S facility, with LESSEE bearing no more than fifty (50%) of the cost. All other snow removal shall be charged to LESSOR. LESSOR will submit snow removal invoices to LESSEE for reimbursement.
- (j) *Maintenance and Building Structure.* Maintenance of the structure of the Building, including but not limited to the roof, exterior walls (including windows), floors, and foundation. Lessor shall make all repairs which may be needed to the mechanical, HVAC, electrical and plumbing systems in and servicing the Premises, and all repairs to exterior windows and glass.

4.02. *Maintenance of Services.* Lessor shall be solely responsible for the maintenance of the electrical, plumbing, heating, air conditioning, ventilation and other systems set forth in Paragraph 4.01 and such other systems as are required to perform and maintain the above services. All such services shall be in operating order twenty-four hours per day. If any such system shall not be in proper operating order for a period in excess of twenty-four hours, then lessee shall have the right to repair and maintain said non-operating system and to abate the monthly rental payment otherwise due under the terms of Article 2 above until such time as the services are fully restored.

4.03. *Fixtures and Supplies.* LESSEE shall provide the dishes and silverware necessary to its operation. LESSEE agrees to provide a cabinet for storage of its items necessary to its operations and a refrigerator, which will be labeled "Property of Northampton County". LESSOR agrees to provide tables and chairs to be utilized in the course of LESSEE's operations. LESSEE agrees to provide a dishwasher for the Premises. Only the LESSEE shall be permitted to authorize repairs to the dishwasher. It is further agreed that the dishwasher shall only be used by the LESSEE. LESSEE agrees to provide a stove and microwave oven, which will be labeled "Property of Northampton County".

4.04. *Compliance with State, Local, and Federal Standards.* Lessor warrants that the Leased Premises comply with all applicable State, Local and Federal Standards including, but not limited to, the Department of Labor and Industry Fire and Panic Codes and the Department of Environmental Protections' Sanitary Standards. In the event it is determined that the Premises do not comply with the aforesaid standards, Lessor, at its option, shall take prompt action to correct such defects. In the event that Lessor cannot remedy/or refuses to remedy such deficiencies within sixty (60) days from the discovery of such deficiencies, then this Lease shall cease and determine upon the expiration of said sixty (60) day period. In such case, Lessee shall remit to Lessor any sums due and payable, apportioned to the time of cessation of said Lease, and shall immediately surrender the Leased Premises to Lessor, who may enter upon and repossess the same.

4.05. *Maintenance and Surrender by Lessee.* Except as provided in Paragraph 4.01, Lessee shall maintain the Leased Premises throughout the Lease term and any extensions of that term, and keep them free from waste or nuisance. At the termination of the Lease, Lessee shall deliver the Premises in as good a condition and state of repair as they were in at the time Lessor delivered possession to Lessee, except for reasonable wear and tear and damage by fire, flood, or other casualty.

ARTICLE 5. ALTERATIONS, ADDITIONS, IMPROVEMENTS, AND FIXTURES

5.01. *Consent of Lessor.* Lessee shall not make any alterations, additions, or improvements to the leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

5.02. *Fixtures.* Lessee has the right at all times to erect or install furniture and fixtures, provided that Lessee complies with all applicable governmental law, ordinances, and regulations. Lessee shall have the right to remove such items at the termination of this Lease, provided fixtures can be removed without structural damage to the Premises. Prior to the termination of this Lease, Lessee must repair any damage caused by removal of any fixtures. Any furniture or fixtures that have not been removed by Lessee at the termination of this Lease shall become property of Lessor.

ARTICLE 6. DAMAGE OR DESTRUCTION

6.01. *Notice to Lessor.* If the leased premises or any structures or improvements on the leased premises should be damaged or destroyed by fire, flood, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor.

6.02. *Total Destruction.* If the leased Premises are totally destroyed by fire, flood, or other casualty, or if the Building or Premises should be so damaged by such a cause that rebuilding or repairs cannot, in LESSOR's reasonable judgment, be completed within 30 working days, this Lease shall terminate, and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in Paragraph 11.02.

6.03. *Partial Destruction.* If the leased Premises are partially destroyed by fire, flood, or other casualty, or if the Building or Premises should be so damaged by such a cause that rebuilding or repairs can, in LESSOR's reasonable judgment, be completed within 30 working days, this Lease shall not be terminated except as provided in Subparagraphs (a) and (b).

- (a) If the partial destruction of the leased Premises occurs prior to the final two months of the Lease term, Lessor shall, at its sole cost and risk, proceed immediately to rebuild or repair the damaged buildings and improvements to substantially the condition in which they existed prior to such damage. If the leased Premises are untenable in whole or in part following such damage, the rent payable during the period in which they are untenable shall be abated. In the event that Lessor should fail to complete such rebuilding or repairs within 30 days from the date of written notification by Lessee to Lessor of the occurrence of the damage, Lessee may terminate this Lease by 10 days written notice to Lessor. On such notification, all rights and obligations under this Lease shall cease.
- (b) If partial destruction of the leased Premises occurs in the final two months of the Lease term, or if any mortgagee holding a lien on the Building refuses to permit insurance proceeds to be applied to the restoration of the leased Premises, or if the insurance proceeds available for restoration are not sufficient to restore the Premises to substantially its condition prior to the casualty, Lessor need not rebuild or repair the Premises and shall notify Lessee in writing of its intention not to rebuild or repair. If Lessor elects not to rebuild or repair the Premises and the leased Premises are untenable in whole or in part following such damage, Lessee may elect to terminate the Lease as of the date of Lessee's notice described in Paragraph 11.02 or to continue the Lease with the rent for the remainder of the Lease period adjusted equitably. Lessee shall notify Lessor of such election in writing within 30 days after receipt of Lessor's notice described above.

6.04. *Insurance.* Lessor shall and will, at Lessor's sole expense, secure and maintain during the term of this Lease agreement, fire and extended coverage insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania, in an amount equal to the value of the leased premises and other improvements on the leased premises, provided that insurance in that amount can be obtained, and if not, then for the highest percentage that can be obtained.

Lessee agrees, at its own expense, during the term of this Lease, that it will maintain public liability insurance with personal injury limits of at least Five Hundred Thousand (\$500,000) Dollars, and a limit of at least Five Hundred Thousand (\$500,000) Dollars for damage to property, and that the parties hereto shall be named as insured in said policy. Lessee may provide such insurance coverage in any

blanket policy that it carries. Lessee agrees to provide as proof of said insurance a Certificate of Insurance to Lessor upon request or at least annually.

Lessee shall provide for all hazard insurance on its own contents in the demised premises.

Lessee covenants and agrees that Lessee will not do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance of any other insurance now in force or hereafter to be placed on the demised Premises, or any part thereof, or on the building of which the demised Premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this Lease, or employ any person or persons objectionable to the fire insurance companies, or carry or have any benzene or explosive matter of any kind in and about the demised Premises without Lessor's prior written consent.

ARTICLE 7. CONDEMNATION

7.01. *Total Condemnation.* If the whole of the leased Premises shall be taken by any public or quasi-public authority under the power of eminent domain, condemnation, or expropriation or in the event of a conveyance in lieu thereof or if any part of the Building is taken by condemnation, then this Lease shall terminate on the date when title vests in the condemning authority.

7.02. *Partial Condemnation.* If any part of the leased Premises shall be so taken or conveyed and if such partial taking or conveyance shall render the leased Premises unsuitable for the business of the Lessee, or if any of the Building is taken or conveyed and, in Lessor's sole opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder of the Building, then the term of this Lease shall cease and terminate as of the date on which title to the leased Premises or Building vests in the condemning authority. In the event such partial taking or conveyance is not extensive enough to render the Premises unsuitable for the business of Lessee, in Lessee's sole opinion, this Lease shall continue in full force and effect except that the rent shall be adjusted equitably during the unexpired portion of the Lease.

7.03. *Lessee's Damages.* Lessee shall have the right to claim and recover from the condemning authority, or from the Lessor if appropriate, such compensation as may be separately awarded or recoverable by Lessee under the Eminent Domain Code in Lessee's own right.

ARTICLE 8. ACCESS AND INSPECTION BY LESSOR

8.01. Lessor and its officers, agents, employees, and representatives shall have the right to enter the leased Premises, at reasonable hours, for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as Lessor may deem necessary, or to show the Premises to prospective Lessees, purchasers, or lenders.

ARTICLE 9. DEFAULT

9.01. *Lessee's Default.* Each of the following events shall be deemed to be events of default by Lessee under this lease:

- (a) Lessee fails to promptly pay any installment of rent due under this Lease, except when abatement of rent is permitted herein.
- (b) Lessee fails to comply with any term, provision, or covenant of this Lease, other than the payment of rent, and does not cure the failure within 30 days after written notice of the failure to Lessee.

9.02. *Remedies for Default.* On the occurrence of any event of default specified in Paragraph 9.01, Lessor shall have those rights and remedies available to it by law or equity or by any other provisions of this Lease.

9.03. *Lessor's Default.* If Lessor defaults in the performance of any term, covenant, or condition required to be performed by it under this agreement, Lessee may elect to do either one of the following:

- (a) After not less than 10 days' notice to Lessor, Lessee may remedy such default by any necessary action and, in connection with such remedy, may pay expenses and employ counsel. All sums expended or obligations incurred by Lessee in connection with remedying Lessor's default shall be paid by Lessor to Lessee on demand and, on failure of such reimbursement, Lessee may, in addition to any other right or remedy that Lessee may have, deduct these costs and expenses from rent subsequently becoming due under this Lease.
- (b) Lessee may terminate this Lease on giving at least 10 days' notice to Lessor of such intention. In the event Lessee elects this option, the Lease will be terminated on the date designated in Lessee's notice, unless Lessor has cured the default prior to expiration of the 10-day period.

9.04. *Cumulative Remedies.* Pursuit of any of the remedies provided in this Lease by either Lessor or Lessee shall not preclude pursuit of any of the other remedies provided in this Lease or by law. Pursuit of any remedy provided in this Lease or by law by either party shall not constitute a forfeiture or waiver of any damages accruing to either party by reason of the violation of any of the terms, provisions, and covenants contained in this Lease. Nor shall pursuit of any remedies provided in this Lease by Lessor constitute a waiver or forfeiture of any rent due to Lessor under this Lease.

9.05. *Waiver of Default.* No waiver by either party of any default or violation or breach of any of the terms, provisions, or covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of the Lease. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by law on an event of default shall not be deemed or construed to constitute a waiver of such default.

ARTICLE 10. COUNTY ORDINANCE MANDATED CONDITIONS

10.01. *Undue Influence.* Lessor agrees not to hire any County personnel who has exercised discretion in the awarding, administering or continuance of this Lease 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 Lease.

10.02. *Conflict of Interest.* Lessor agrees to notify in writing the County as soon as the Lessor learns that:

- (a) A current employee of the County has commenced, or is intending to commence, employment with the Lessor while continuing to maintain County employment, or
- (b) A current employee of the County has performed, or is intending to perform, services to the Lessor as an independent contractor while continuing to maintain County employment. Any written notice required to be given under this section shall specify the County employee's (associate's) name, the nature of the County employee's (associate's) employment, or the subject of the County employee's (associate's) Lease with the Provider and the date on which the County employee's (associate's) employment or Lease with the Lessor commenced.

10.03. *Breach of Lease:*

- (a) The Lessor agrees that any breach of performance, of any covenant, representation, or warranty, indemnity, or condition, or attached appendices, shall constitute default of this Lease.
- (b) When a Breach of Lease has occurred, the County, in the exercise of its discretion, may allow the Lessor a specific period of time to correct its breach of the Lease. Such period of time shall not exceed thirty (30) days.
- (c) If Lessor does not correct its violation of the Lease as specified, the County may terminate the Lease in whole or in part if such partial termination is in the best interest of the County.

10.04. *Contingent on Budget Approval.* This Lease is contingent upon the proper appropriation of funds by the Northampton County Council in accordance with the Northampton County Home Rule Charter and Administrative Code. If the term of this Lease exceeds a budget as adopted by the Northampton County Council, then that portion of this Lease which exceeds a properly adopted budget shall be contingent upon further appropriation by the Northampton County Council. In the event of such non-appropriation of funds at any time during the term of the Lease as would prevent the County from making payment under the terms and conditions of the Lease, the County may terminate the Lease without the assessment of any termination charges or financial penalties against the County, by providing written notice of intent to terminate to the Lessor.

ARTICLE 11. MISCELLANEOUS

11.01. *Americans with Disabilities Act.* Lessor agrees that the premises comply with all provisions of the Americans with Disabilities Act.

11.02. *Notices and Addresses.* All notices to be given under this agreement shall be given by certified mail or registered mail, postage prepaid, return receipt requested, addressed to the proper party, at the following addresses:

Lessor:

Copy to:

Lessee:

Hope Lutheran Church
4131 Lehigh Drive
Cherryville, Pennsylvania 18035-1030

County of Northampton
Office of Solicitor
Northampton County Courthouse
669 Washington Street
Easton, Pennsylvania 18042

Northampton County Area Agency on Aging
2801 Emrick Boulevard
Bethlehem, Pennsylvania 18020

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this Paragraph. Notice by registered or certified mail shall be deemed given on the third business day following deposit in the mail.

11.03. *Binding Successors and Assigns.* All rights and liabilities given to, or imposed on, the respective parties to this Lease shall extend to and bind the several respective successors and assigns of the parties when otherwise permitted by this Lease.

11.04. *Reasonableness.* In all instances where Lessor's or Lessee's consent, permission, or approval is required, the same shall not be unreasonably refused, withheld, or delayed.

11.05. *Pennsylvania Law to Apply.* This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. All obligations of the parties created by this agreement are performable in Northampton County, Pennsylvania.

11.06. *Legal Construction.* In the event any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the agreement, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the agreement.

11.07. *Prior Agreements Superseded.* This Lease constitutes the only agreement between Lessor and Lessee and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this Lease.

11.08. *Amendment.* No amendment, modification, or alteration of the terms of this Lease shall be binding unless in writing, dated subsequent to the date of this Lease, and duly executed by the Lessor and Lessee.

11.09. *Time of Essence.* Time is of the essence of the agreement.

11.10. *Attornment.* Lessee shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power or sale under any mortgage made by the Lessor covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Lessor under this Lease.

11.11. (a) *Lease Subordinate.* This Lease shall be subject and subordinate to any mortgage, deed of trust or ground lease now or hereafter placed upon the Premises, or any portion thereof by Lessor, its successors or assigns, and to amendments, replacements, renewals and extensions thereof. Lessee agrees at any time hereafter, within the (10) days following Lessee's receipt of written demands, to execute and deliver any instruments, releases, or other documents that may be reasonably required for the purpose of subjecting and subordinating this Lease, as above provided, to the lien of any such mortgage, deed of trust or ground lease. It is agreed, nevertheless, that as long as Lessee is not in default beyond any applicable curative periods in the payment of Base Rent, Additional rent, and the payment of other charges to be paid by Lessee under this Lease, and the performance of all covenants, agreements and conditions to be performed by Lessee under this Lease, then neither Lessee's right to quiet enjoyment under this Lease, nor the right of Lessee to continue to occupy the Premises and to conduct its business thereon, in accordance with the terms of this Lease as against any lessor, lessee, mortgagee, trustee, or their successors or assigns shall be interfered with.

(b) *Non-disturbance.* Provided, however, that so long as Lessee shall not be in default under the terms of this Lease, said Lease shall not be terminated nor shall any of Lessee's right and obligations under this Lease be disturbed by any steps or proceedings taken by any mortgagee, lessor or other holder of a right of record effecting the real property in the exercise of any of its rights under the instrument wherein the right is authorized.

In Witness Whereof, the parties hereto execute this Agreement, and intend to be legally bound hereby.

LESSOR: HOPE LUTHERAN CHURCH

By: _____
Name

Title

LESSEE: COUNTY OF NORTHAMPTON

By: _____
Lamont G. McClure, County Executive

ATTEST:

Corporate Secretary

SEAL