

NOTICE

Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:

Rule 205.5. Cover Sheet

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

- (i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.
- (ii) actions for support, Rules 1910.1 et seq.
- (iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.
- (iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.
- (v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.
- (vi) voluntary mediation in custody actions, Rules 1940.1 et seq.

(2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.

(b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.

(c) The prothonotary shall assist a party appearing pro se in the completion of the form.

(d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.

(e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at www.pacourts.us.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY,
PENNSYLVANIA

KEEP OUR LIBRARY PUBLIC and CHRIS
SZUMIGALA,

Plaintiffs,

v.

ERIE COUNTY and BRENTON DAVIS,
Erie County Executive,

Defendants.

CIVIL DIVISION

No.

**COMPLAINT FOR DECLARATORY
JUDGMENT**

Filed on Behalf of: Plaintiffs
Keep Our Library Public and Chris Szumigala

Counsel of Record for This Party:

Alan T. Shuckrow
Pa. ID. No. 74586
ashuckrow@smgglaw.com

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.



Alexis M. Wheeler
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JURY TRIAL DEMANDED

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY,
PENNSYLVANIA

KEEP OUR LIBRARY PUBLIC and CHRIS	:	CIVIL DIVISION
SZUMIGALA,	:	
	:	No.
Plaintiffs,	:	
	:	
v.	:	
	:	
ERIE COUNTY and BRENTON DAVIS,	:	
Erie County Executive,	:	
	:	
Defendants.	:	

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY CLAIM OR RELIEF REQUESTED BY THE PLAINTIFFS. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE:

**Lawyer Referral & Information Service
P.O. Box 1792
Erie, PA 16507
(814) 459-4411
Mon - Fri
8:30 a.m. - Noon; 1:15 p.m. - 3:00 p.m.**

NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING.

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY,
PENNSYLVANIA

KEEP OUR LIBRARY PUBLIC and CHRIS	:	CIVIL DIVISION
SZUMIGALA,	:	
	:	No.
Plaintiffs,	:	
	:	
v.	:	
	:	
ERIE COUNTY and BRENTON DAVIS,	:	
Erie County Executive,	:	
	:	
Defendants.	:	

COMPLAINT FOR DECLARATORY JUDGMENT

AND NOW, come Plaintiff, Keep our Library Public and Chris Szumigala, by and through their undersigned counsel, and file the following Complaint for Declaratory Judgment and in support thereof aver as follows:

I. PARTIES AND VENUE

1. Plaintiff, Keep Our Library Public, is an unincorporated association with a principal place of business located at 3831 Eliot Road, Erie, Pennsylvania 16508. Plaintiff Keep Our Library Public consists of members that are residents and taxpayers of the County.
2. Plaintiff, Chris Szumigala, is an adult individual residing at 1027 Evergreen Drive, Erie Pennsylvania 16505. Mr. Szumigala is a resident and taxpayer of Erie County and a member of Keep Our Library Public.
3. Defendant, Erie County (“County”), is a home rule county of the third class organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business located at 140 West Sixth Street, Erie, Pennsylvania 16501.

4. Defendant, Brenton Davis (“**Davis**”), is the elected Erie County Executive, with a principal place of business located at 140 West Sixth Street, Erie, Pennsylvania 16501.

5. Venue is proper in Erie County, Pennsylvania pursuant to Pa.R.C.P. 1006 because the causes of action arose in the County, all parties are located in the County, and the transactions and occurrences which gave rise to Plaintiffs’ causes of action took place in the County.

II. FACTUAL BACKGROUND

6. The Blasco Memorial Library (the “**Blasco**”) is the main branch of the Erie County Public Library with a brick and mortar location (“**Building**”) at 160 E Front Street, Erie, Pennsylvania 16507 (“**Property**”).

7. The Erie County Public Library is a department of the County.

8. The Property is comprised of parcels donated to the County under two separate deeds.

9. By deed dated May 4, 1994, the Port Authority of the City of Erie donated a portion of the Property to the County (“**Port Authority Deed**”). A true and correct copy of the Port Authority Deed is attached hereto as “**Exhibit A.**”

10. The Port Authority Deed conditioned the donation of the Property upon construction and completion of a Public Library “open to and operating for the benefit of the public.”

11. By deed dated May 4, 1994, the Pennsylvania Electric Company donated the other portion of the Property to the County (“**Pennsylvania Electric Deed**”). A true and correct copy of the Pennsylvania Electric Deed is attached hereto as “**Exhibit B.**”

12. The Pennsylvania Electric Deed conditioned the donation of the Property upon its use “only as” a public library and public historical museum “or for substantially similar nonprofit, public, cultural, or educational uses.”

13. The Pennsylvania Electric Deed further details the “Library” to include the land and building as described in a development agreement entered into between the County and Pennsylvania Electric specifically for the development of the Property as a public library.

14. The Building was erected, in large part, due to a generous endowment from Dr. Raymond Marcel Blasco through the Erie Community Foundation for the purpose of building a public library.

15. A philanthropist, Dr. Blasco championed causes supporting libraries and access to the invaluable resources libraries provide.

16. According to the Erie County Public Library website, Dr. Blasco “donated money...to provide a funding source for the building of libraries in the Erie area” and “donated large sums of money for the new Erie County Public Library Main Library, which was dedicated to him after his death.” <https://erielibrary.org/about/history-of-the-library/>.

17. The Building was dedicated as a public library in a public ceremony on Dec 23, 1996 by then Pennsylvania Governor Thomas Ridge.

18. The location of the Blasco allows it to serve one of the most impoverished communities in the County.

19. Patrons of the Blasco rely on it as a safe place to study, read, check -out books, experience educational programming, research genealogical information, receive social services, and use the internet.

20. In 2017, the first floor of the Blasco underwent a 5,000 square-foot renovation, costing the County an estimated one million in taxpayer dollars.

21. The renovations resulted in a brand-new classroom space, monikered the “Idea Lab,” and equipped with a laser engraver, 3D printers, and design computers.

22. On or about October 17, 2023, the County voted to approve Resolution No. 36, 2023, which authorized a lease agreement between the County and Gannon University (“**Gannon**”) “for the Gannon Great Lakes Water Research Center at the Blasco Memorial Library.” A true and correct copy of Resolution Number 36, 2023 is attached hereto as “**Exhibit C.**”

23. According to its website, Gannon is a “A **private**, Catholic, comprehensive co-educational institution.” <https://www.gannon.edu/about-gannon/history-of-gannon-university/> [emphasis added].

24. On or about October 31, 2023, Davis executed the lease authorized by the County under Resolution No. 36, 2023 (“**Lease**”). A true and correct copy of the Lease is attached hereto as “**Exhibit D.**”

25. The purpose of the Lease is to provide Gannon with a lakefront location to conduct activities related to Project NePTWNE, a water sustainability initiative of the University.

26. Plaintiffs are interested under the Lease and/or have rights, status, or other legal relations affected by the Lease.

III. CAUSES OF ACTION

COUNT ONE– VIOLATION OF DEDICATED OR DONATED PROPERTY ACT

27. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

28. Pursuant to Section 3382 of Pennsylvania’s Dedicated or Donated Property Act (“DDPA”), “[a]ll lands or buildings heretofore or hereafter donated to a political subdivision for

use as a public facility...shall be deemed to be held by such political subdivision, as trustee, for the benefit of the public with full legal title in the said trustee.” 53 P.S. § 3382.

29. The Property and Building were donated and dedicated to the County, a political subdivision, for use exclusively as a public facility.

30. Specifically, the Property was donated to the County to be nothing but a public library and an adjacent public historical museum.

31. The Building was planned, located, financed, constructed, and ultimately dedicated to the County to be nothing but a public library and an adjacent public historical museum.

32. Accordingly, the Property and Building are deemed to be held by the County, as trustee, for the benefit of the public.

33. County Council members and Davis, as County Executive, were elected into their respective offices by the residents and taxpayers of the County to act as trustees of the County.

34. When acting as a trustee/fiduciary to the benefit of County residents and taxpayers, County Council and Davis are required to exercise the utmost good faith, fidelity and integrity.

35. Holding donated/dedicated property to the benefit of County residents and taxpayers requires the political subdivision **not** divert donated/dedicated property from a public use or convey it to a private party.

36. Under Section 3383 of the DDPA and the public trust doctrine, “[a]ll such lands and buildings held by a political subdivision, as trustee, shall be used for the purpose or purposes for which they were originally dedicated or donated.”

37. The only exception to Section 3383 of the DDPA, allowing for a change in use of donated property is **“insofar as [the allowable use is] modified by court order pursuant to this act.”** 53 P.S. § 3383 [emphasis added].

38. The County did not seek or obtain a court order permitting any portion of the Building and Property to be used for any purpose other than as a public library or museum.

39. Nonetheless, the County entered into the Lease for the Building and Property with a private institution for uses other than a public library or museum in violation of the DDPA and public trust doctrine.

40. The Lease is inconsistent with the donated and dedicated use of the Property and Building as a public library.

41. The Lease will make it more difficult for the general public/ordinary taxpayers to access the first floor and its amenities, including the IDEA Lab.

42. Due to the foregoing, the County was without the authority to enter into the Lease of the Building and Property with a private institution absent an order of Court.

43. In the case arising under the DDPA, “[a]ny resident of the political subdivision or any group or organization of residents of the political subdivision shall have the right to file a protest and, in the discretion of the court, shall be entitled to be heard in person or by counsel or to intervene in such action and to be a party thereto.” 53 P.S. § 3385.

WHEREFORE, Plaintiffs Keep Our Library Public and Chris Szumigala respectfully request this Honorable Court enter an order declaring the Lease void.

COUNT TWO –VIOLATION OF THE ERIE COUNTY ADMINISTRATIVE CODE

44. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

45. The actions of Davis and the County are governed, in part, by the County Home Rule Charter and the County Administrative Code (“**Code**”).

46. Article III, Section 2.F. 4 of the Code provides:

In negotiating the terms of a contract for the lease of real estate, whether the County of Erie is either lessor or lessee, the County Executive or his or her

designee shall attempt to arrive at a rental amount, lease term, and other provisions of the lease agreement which would be most favorable to the County of Erie...

47. Davis, as County Executive, was responsible for negotiating the Lease.

48. When negotiating the Lease, Davis did not make an attempt (good faith, competent, or otherwise) to arrive at provisions most favorable to the County.

49. The rental amount, lease term, and other provisions of the Lease are disadvantageous to the County.

50. The initial term of the Lease is twenty-five (25) years (“**Initial Term**”).

51. The Lease provides Gannon with the option to extend the term of the Lease for an additional twenty (20) years, for a total of forty five (45) years.

52. The Lease grants Gannon the right to use the “Leased Premises,” which area includes the exclusive use of approximately 3,280 square feet of first floor space within the Building and the shared use of the Idea Lab, garage bay, and all common areas in the Building and around the Property.

53. The broad language of the Lease provides access to the entire Blasco Memorial Library Building and Property to Gannon.

54. As a fiduciary, and in an attempt to arrive at terms most favorable to the County, Davis should have used competitive bidding in the process of leasing the Building.

55. Davis entered into the lease without obtaining any other proposals or offers and without any market value analysis.

56. At a minimum, the Lease should have resulted in the County receiving a rental amount equivalent to the fair market value of a leasehold interest in the same Leased Premises for the same Initial Lease Term.

57. The rental amount in the Lease is far below the fair market value of the Leased Premises.

58. The amount of rent to be paid by Gannon to the County under the Lease is a fixed rate of \$22,956.00 per year, or \$1,913.00 per month, for the entire Initial Term.

59. According to the Lease, the rent amount was determined by allocating a value of \$7.00/per square foot of space to be exclusively used by Gannon.

60. The actual rate paid by Gannon is, in fact, lower than \$7.00/per square foot because Gannon has access to all common areas in the Building and on the Property.

61. The County acts in other instances as a tenant and leases space for various County departments and programs.

62. The County pays rental amounts at a rate as high as \$15.00/per square foot.

63. Instead of giving away the Leased Premises, the County could have moved one of its own programs or departments into the Building to save money on existing County rental expenditures.

64. The terms of the Lease are so disadvantageous to the County that it will lose money due to the Lease.

65. Conversely, the terms are so favorable to Gannon that the annual amount of rent to be paid under the Lease, \$22,956.00, is less than half the amount charged by Gannon for the full-time undergraduate tuition and fees of a **single** student for the 2024-2025 school year.

66. Further, prior to authorizing the Lease, the County voted on or about February 21, 2023 to authorize the appropriation of \$1,500,000.00 in American Rescue Plan Act ("ARPA") funds to Project NePTWNE.

67. Other allowable expenditures of the County's ARPA funds included but were not limited to the extension of water or sewer infrastructure throughout the County, augmentation of broadband services throughout the County, or the provision of assistance to households and small business within the County that were negatively affected by the pandemic.

68. The ARPA funds provided by the County to Project NePTWNE are enough to pay for the entire 25-year Lease almost three times over.

69. Due to the ARPA fund grant to Gannon for Project NePTWNE, the County is essentially paying itself for the Lease.

70. The terms arrived at by Davis, especially in light of the ARPA award, practically give away the Leased Premises to a private, religious affiliated institution.

71. Due to the foregoing, Davis violated the County Administrative Code.

72. This early violation by Davis failed to provide Davis and the County with authority for all subsequent actions taken by Davis and the County with regard to the Lease.

73. Plaintiffs have no other adequate remedy in law or equity to cure this violation by Davis except to have the Lease declared void.

WHEREFORE, Plaintiffs Keep Our Library Public and Chris Szumigala respectfully request this Honorable Court enter an order declaring the Lease void and surcharging Davis for the financial loss created by the Lease.

**COUNT THREE –A BREACH OF FIDUCIARY DUTY BY DAVIS MUST RESULT IN
THE LEASE BEING VOID**

74. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

75. A fiduciary relationship exists between Plaintiffs and Davis.

- a. As an elected official, Davis has a fiduciary duty to all residents and taxpayers of the County.

- b. As an elected official, Davis has a duty as a trustee of donated property to the benefit of residents and taxpayers of the County.

76. Davis breached his fiduciary duty to Plaintiffs.

- a. As set forth throughout this Complaint, Davis negligently or intentionally mishandled County finances in negotiating and executing the lease.
- b. As set forth throughout this Complaint, Davis negligently or intentionally mishandled donated property in negotiating and executing the lease.

77. The mismanagement of County finances and donated property (on the part of the County and Davis) has caused, and will continue to cause, harm to Plaintiffs.

78. Plaintiffs have no other adequate remedy in law or equity to cure this violation by Davis except to have the Lease declared void.

WHEREFORE, Plaintiffs Keep Our Library Public and Chris Szumigala respectfully request this Honorable Court enter an order declaring the Lease void.

Respectfully submitted,

STRASSBURGER McKENNA GUTNICK
& GEFSKY

By:



ashuckrow@smggglaw.com

Alexis M. Wheeler, Esquire
awheeler@smggglaw.com

Four Gateway Center, Suite 2200
444 Liberty Avenue
Pittsburgh, PA 15222
Telephone: (412) 281-5423
Facsimile: (412) 281-8264

EXHIBIT A

RECORDED BY CLERK
ERIE COUNTY PA



3497

Paul L. Lippard
RECORDER OF DEEDS

8K0336 PG1284

WARRANTY DEED

94 MAY 26 AM 8:59

THIS INDENTURE

MADE the 4 day of May in the year one thousand nine hundred and ninety four (1994),

BETWEEN THE PORT AUTHORITY OF THE CITY OF ERIE, doing business as ERIE - WESTERN PENNSYLVANIA PORT AUTHORITY, a body corporate and politic organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, Party of the First Part;

-AND-

AFFIDAVIT FILED

THE COUNTY OF ERIE, a duly constituted County of the Commonwealth of Pennsylvania, with its principal office located at the Court House, Erie, Pennsylvania, Party of the Second Part.

WITNESSETH, That the said Party of the First Part, for and in consideration of the sum of ONE AND NO/100ths -----(\$1.00)----- Dollars, lawful money of the United States, to them in hand paid by the said Party of the Second Part, at and before the ensembling and delivery of these presents, the receipt and payment whereof is hereby acknowledged, have granted, bargained, sold released and confirmed, and by these presents do grant, bargain, sell, release and confirm unto the said Party of the Second Part, and to their, heirs/ successors and assigns, ALL that certain piece or parcel of land situate in the First Ward of the City of Erie, County of Erie and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the point of intersection of the North line of Front Street, a 50 foot right-of-way, (relocated), (public) with the West line of Holland Street as shown on replot of land for the Pennsylvania Electric Company by David James Laird dated April 9, 1993 and recorded on January 27, 1994 in Erie County Pennsylvania as Map No. 1994-21;

THENCE South 63 degrees 38 minutes 45 seconds West along the said North line of Front Street (relocated) 121.26 feet to a point;

THENCE North 23 degrees 00 minutes 44 seconds West 159.25 feet to a point;

THENCE North 46 degrees 33 minutes 34 seconds West 169.90 feet to a point;

THENCE North 29 degrees 03 minutes 34 seconds West 36.47 feet to a point;

I HEREBY CERTIFY THIS IS A TRUE COPY OF THE
ORIGINAL INSTRUMENT ON RECORD

DATE 9-15 1994

Paul L. Lippard

CLERK OF RECORDS
RECORDER OF DEEDS ONY

Attachment C
Deed

THENCE North 59 degrees 40 minutes 45 seconds East 172.87 feet to a point in the West line of Holland Street, 60 foot right-of-way, (private);

THENCE South 26 degrees 20 minutes 34 seconds East along the aforesaid West line of Holland Street (private) 356.81 feet to the point of beginning;

BEING parcel designated "C - I", being 48,366 square feet, as shown on the aforesaid replot of land for the Pennsylvania Electric Company as recorded as Map No. 1994-21 and being part of the same premises conveyed to the Grantor herein by Deed Dated September 30, 1977 and Recorded in Erie County Deed Book 1282 at Page 253.

Party of the First Part herein have no actual knowledge of any hazardous waste as defined in Act No. 1980-97 of the Commonwealth of Pennsylvania, having been or which is presently being disposed of, on or about the property described in this deed.

TOGETHER with all and singular the rights, liberties, privileges, hereditaments, improvements, and appurtenances, whatsoever thereto belonging, and the reversions and remainders, rents, issues and profits thereof; and also, all the estate and interest whatsoever of the said Party of the First Part, in law or equity, of, in, to or out of the same;

TO HAVE AND TO HOLD the said lot or piece of ground above described as Parcel "C-1" unto the said Party of the Second Part, its successors and assigns, so long as

- (i) Construction of a Public Library is commenced on Parcel "C-2" in a good faith manner on or before first (1st) anniversary of the date of the delivery of this deed, and
- (ii) The said Public Library is completed in accordance with the Public Library Building Plans and open to and operating for the benefit of the public on or before the fourth (4th) anniversary of the date of the delivery of this deed, unless commencement or completion of construction, as the case may be, is prevented, delayed, retarded or hindered by an act of God, fire, earthquake, flood, explosion, action of the elements, unforeseen weather conditions, war, invasions, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of utilities, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of government or civil or military or naval authorities or any other cause similar to the foregoing not within the reasonable control of the Party of the Second Part, in which event the time within which commencement or completion of construction of the Library, as the case may be, must occur shall be extended by a period of time

equal to the period of time that commencement or completion of construction, as the case may be, is delayed or prevented by any cause specified above. If the events described in subclauses (i) and (ii) of the immediately preceding sentence do not occur within the time periods therein prescribed, and if Pennsylvania Electric Company shall exercise its option to terminate with respect to Parcel designated "C-2" on the aforesaid Map No. 1994-21, then in that event all of the Party of the Second Part's right, title and interest in and to Parcel "C-1" shall automatically (and without any further act or deed) revert back to and vest absolutely in the Party of the First Part in fee simple absolute.

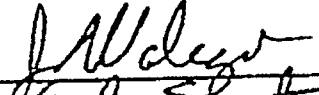

And the said Party of the First Part hereby does and will warrant specially the property hereby conveyed, subject as aforesaid.

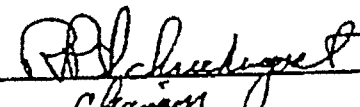
IN WITNESS WHEREOF, the said Party of the First Part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
in the presence of

The Port Authority of the City
of Erie, doing business as
Erie - Western Pennsylvania Port
Authority

Attest:



(Corporate Seal.)

By:  (Seal)
Chairman

STATE OF PENNSYLVANIA

BK0336 PG1287

SS.

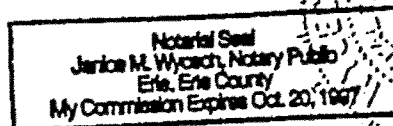
COUNTY OF ERIE

On this, the 25th day of May, 1994 before me a Notary Public, the undersigned officer, personally appeared R.P. Schriener who acknowledged himself to be the Chairman, of The Port Authority of the City of Erie, doing business as Erie - Western Pennsylvania Port Authority the foregoing corporation and that as such, being authorized by such corporation to do, executed the foregoing deed for the purpose therein contained by signing his name thereon as such.

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

Janice M. Wysocki

Title of Officer



CERTIFICATE OF RESIDENCE

I hereby certify that the residence of the Party of the Second Part herein is as follows:

Erie Camby Carthage, Erie, Pa. 16501

Donna J. Carthage
Attorney

EXHIBIT B

3496

CORPORATION DEED

THIS INDENTURE, made the 4th day of MAY in the year of our Lord one thousand nine hundred and ninety-four (1994).

BETWEEN

PENNSYLVANIA ELECTRIC COMPANY, a Pennsylvania corporation with principal offices at Johnstown, Pennsylvania, Party of the First Part,

A N D

THE COUNTY OF ERIE, of the County of Erie, and Commonwealth of Pennsylvania, Party of the Second Part.

AFFIDAVIT FILED

WITNESSETH, That the said Party of the First Part, for and in consideration of the sum of ONE DOLLAR AND 00/100 CENTS (\$1.00) lawful money of the United States of America, unto the Party of the First Part, well and truly paid by the said Party of the Second Part, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released and confirmed, and by these presents does grant, bargain, sell, release and confirm unto the said Party of the Second Part, its, successors and assigns, all those certain pieces or parcels of land described as follows:

SEE ATTACHED EXHIBIT "A" FOR COMPLETE DESCRIPTION. Said parcels are identified as Parcels "E" and "C-2".

EXCEPTING AND RESERVING to the Party of the First Part and its successors and assigns, at all times hereafter forever, easements and rights-of-way necessary or convenient for operating, maintaining, rebuilding, replacing, repairing and removing those facilities for the transmission and distribution of electricity by the Party of the First Part, its successors and assigns, that are presently located on the premises conveyed hereby; together with: (1) the right to enter on the premises conveyed hereby for the aforesaid purposes; and (2) the right to cut, trim and remove (without compensation therefor) any trees or other vegetation, or any buildings or improvements hereinafter installed or constructed on the premises conveyed hereby, which interfere with said facilities.

EXCEPTING AND RESERVING, ALSO, to the Party of the First Part, its successors and assigns, all right, title and interest in and to the electric distribution and transmission facilities referred to in the preceding paragraph.

THIS DEED is taken under and subject to all matters of record, including, but not limited to, those covenants, conditions and

I HEREBY CERTIFY THIS IS A TRUE COPY OF THE ORIGINAL INSTRUMENT ON RECORD

DATE 9-15-1994

1994

CLERK OF RECORDS

LEGAL DESCRIPTION

Of Parcel "E", A 1.5799 Acre Parcel
Of Land For The Pennsylvania Electric Company

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situated in the City of Erie, County of Erie, State of Pennsylvania, being in the First Ward and being more particularly bounded and described as follows, to-wit:

BEGINNING at the southwesterly corner of said piece or parcel at a point in the northerly line of Front Street (Fifty Foot Right-of-Way, as relocated), distance thereon, North 64 Degrees, 39 Minutes, 45 Seconds East, 563.24 feet from its intersection with the easterly line of State Street (One Hundred Foot Right-of-Way);

THENCE North 26 Degrees, 21 Minutes, 15 Seconds West, a distance of 479.87 feet to a point in the north line of Piers By Resolution;

THENCE North 59 Degrees, 40 Minutes, 45 Seconds East along said north line of Piers, a distance of 224.53 feet to a point in the easterly line of the Canal Basin;

THENCE South 26 Degrees, 20 Minutes, 34 Seconds East along said easterly line of the Canal Basin, a distance of 146.93 feet to a point;

THENCE South 34 Degrees, 20 Minutes, 56 Seconds West, a distance of 148.38 feet to a point;

THENCE South 26 Degrees, 21 Minutes, 15 Seconds East, a distance of 275.87 feet to a point in the northerly line of said Front Street (Fifty Foot Right-of-Way);

THENCE South 63 Degrees, 38 Minutes, 45 Seconds West along said northerly line of Front Street, a distance of 94.56 feet to a point in the place beginning.

Containing 68,820 square feet or 1.5799 acres of land therein, net measure and being the same parcel of land as identified as Parcel "E" on a plan entitled, "Replot of Land for the Pennsylvania Electric Company," dated April 9, 1993 as prepared by David James Laird Associates and recorded in Erie County Court House as Map Number 1994-21.

LEGAL DESCRIPTION

Of Parcel "C-2", A 1.9881 Acre Parcel
Of Land For The Pennsylvania Electric Company

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situated in the City of Erie, County of Erie, State of Pennsylvania, being part of the First Ward, and being more particularly bounded and described as follows, to-wit:

BEGINNING at the southeasterly corner of said piece or parcel at a point in the northerly line of Front Street (Fifty Foot Right-of-Way, as relocated), distance thereon, South 63 Degrees, 38 Minutes, 45 Seconds West, 121.26 feet from its intersection with the westerly line of Holland Street;

THENCE South 63 Degrees, 38 Minutes, 45 Seconds West along said northerly line of Front Street, a distance of 272.54 feet to a point;

THENCE North 26 Degrees, 21 Minutes, 15 Seconds West, a distance of 275.87 feet to a point;

THENCE North 34 Degrees, 20 Minutes, 56 Seconds East, a distance of 148.38 feet to a point;

THENCE North 59 Degrees, 40 Minutes, 45 Seconds East, a distance of 92.24 feet to a point;

THENCE South 29 Degrees, 03 Minutes, 34 Seconds East, a distance of 36.47 feet to a point;

THENCE South 46 Degrees, 33 Minutes, 34 Seconds East, a distance of 169.90 feet to a point;

THENCE South 23 Degrees, 00 Minutes, 44 Seconds East, a distance of 159.25 feet to a point in the place beginning.

Containing 86,602 square feet or 1.9881 acres of land therein, net measure and being the same parcel of land as identified as Parcel "C-2", on a plan entitled "Replot of Land for the Pennsylvania Electric Company," dated April 9, 1993 as prepared by David James Laird Associates and recorded in Erie County Court House in Map Number 1994-21.

Pursuant to Section 512 of the Hazardous Sites Cleanup Act (35 P.S. §6020.512), Grantor acknowledges that:

Approximately 500 gallons of concentrated sulfuric acid leaked from a tank on the property and was captured in a containment pond which is referred to as the ash pond in the letter from the Pennsylvania Department of Environmental Resources dated February 9, 1994, attached hereto and made a part hereof as Attachment 1 to Exhibit "A". The acid was treated with caustic, neutralized and discharged into Lake Erie. The pond was located East of the existing turbine building and is shown as Pond No. 2 on Attachment 1 to Exhibit "A". During remediation of the property, the pond was removed and all residual material disposed of off site. No known contamination associated with the pond remains on-site.

BK0336 PG1276

DESCRIPTION OF PROJECT SITE

As used herein, the term *Project Site* means the following subdivided parcels as shown and designated on the plan entitled "Replot of Land for the Pennsylvania Electric Company" dated April 9, 1993, as prepared by David James Laird Associates and recorded in the Erie County Recorder of Deeds office as Map Number 1994-21:

A, F-1, F-2, F-3 and G

Exhibit "E"

Case# 2024-11583-0 Received at Erie County Prothonotary on 06/27/2024 2:44 PM, Fee = 143.75. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

restrictions set forth in that certain Declaration of Restrictions of even date herewith made by the Party of the First Part and intended to be recorded prior to the recording of this Deed and all liens, easements, covenants, restrictions, rights-of-way and other encumbrances of record and/or those that are visible to a physical inspection.

AND this Deed is also taken under and subject to the following restrictions:

(a) Unless and until the portion of the property conveyed hereby described as Parcel "C-2" on Exhibit "A" attached hereto (the "Library Parcel") is reacquired by the Party of the First Part pursuant to the right of re-entry set forth below, or pursuant to the right of first refusal granted to the Party of the First Part in that certain Right of First Refusal Agreement dated April __, 1994, between the Parties hereto, or is reacquired by any subsequent holder of such rights, the Library Parcel and the improvements erected thereon may be used only as a public library or for substantially similar nonprofit, public, cultural or educational uses which are compatible with the uses of, and will not cause a reduction in the value of, the Project Site, as described on Exhibit "B" attached hereto; and

(b) Unless and until the portion of the property conveyed hereby described as Parcel "E" on Exhibit "A" attached hereto (the "Museum Parcel") is reacquired by the Party of the First Part pursuant to the right of re-entry set forth below, or pursuant to the right of first refusal granted to the Party of the First Part in that certain Right of First Refusal Agreement dated April __, 1994, between the parties hereto, or is reacquired by any subsequent holder of such rights, the Museum Parcel and the improvements erected thereon may be used only as a public historical museum or for substantially similar nonprofit, public, cultural or educational uses which are compatible with the uses of, and will not cause a reduction in the value of, the Project Site, as described on Exhibit "B" attached hereto.

TOGETHER, with all and singular the improvements, ways, streets, alleys, passages, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of the Party of the First Part, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof, EXCEPTING AND RESERVING and UNDER AND SUBJECT as aforesaid,

TO HAVE AND TO HOLD, the said piece or parcel of ground above described as Parcel "E" with the messuage or tenement thereon erected unto the said Party of the Second Part, its successors and assigns in fee simple determinable, EXCEPTING AND RESERVING and UNDER AND SUBJECT as aforesaid, and further subject to the express condition that (i) on or before the first (1st) anniversary of the date of this Deed: (a) the Pennsylvania Department of General

Services, an agency of the Commonwealth of Pennsylvania ("DGS") has entered into one or more binding contracts (the "Museum Contracts") with a professional architectural and design firm and one or more construction contractors (the "Museum Contractors") to build the Museum (as hereinafter defined); (b) DGS has given an order to proceed with the work under the Museum Contracts to each of the Museum Contractors; (c) the aforesaid work has been commenced; (d) sums sufficient to pay all sums due under the Museum Contracts and all other costs associated with construction of the Museum have been duly provided for in the Commonwealth of Pennsylvania's capital budget, and all authorizations and approvals required to expend such funds have been obtained; and (e) DGS, or the Pennsylvania Historical and Museum Commission ("PHMC"), has certified to the Party of the First Part, in writing, that each of the conditions specified in Subsections (a) - (d) above have been satisfied; and (ii) on or before the fourth (4th) anniversary of the date of this Deed, the Museum has been substantially completed in accordance with the Museum Plans and opened for business to the general public, unless commencement of construction or completion of any part of the Museum is delayed by Force Majeure (as hereinafter defined), in which case the deadlines established by subclauses (i)(c) or (ii) above, as applicable, will be extended for a period of time equal to the period of such delay plus a reasonable period of time for assessment, review and remobilization by the Museum Contractors. If the events described in subclauses (i) and (ii) of the immediately preceding sentence do not occur within the time periods therein prescribed, the Party of the First Part shall have the right to re-enter and re-possess Parcel "E" as of the Party of the First Part's former estate, together with all appurtenances thereto, by delivering sixty (60) days prior written notice to the Party of the Second Part that it has elected to exercise its right of re-entry.

TO HAVE AND TO HOLD, the said piece or parcel of ground above described as Parcel "C-2" unto the said Party of the Second Part, its successors and assigns in fee simple determinable, EXCEPTING AND RESERVING and UNDER AND SUBJECT as aforesaid, and further subject to the express condition that (i) on or before the first (1st) anniversary of the date of this Deed: (a) the Party of the Second Part has entered into one or more binding contracts (the "Library Contracts") with a professional architectural and design firm and one or more construction contractors (the "Library Contractors") to build the Library (as hereinafter defined); (b) the Party of the Second Part has given an order to proceed with the work under the Library Contracts to each of the Library Contractors; (c) the aforesaid work has been commenced; (d) sums sufficient to pay all sums due under the Library Contracts and all other costs associated with construction of the Library have been duly provided for in the Party of the Second Part's capital budget, and all authorizations and approvals required to expend such funds have been obtained; and (e) the Party of the Second Part has certified to the Party of the First Part, in writing, that each of the conditions specified in Subclauses (a) - (d) above have been satisfied; and (ii) on or before the fourth (4th) anniversary of the date of this Deed, the Library has been substantially completed

in accordance with the Library Building Plans (as hereinafter defined) and opened for business to the general public, unless commencement of construction or completion of any part of the Library is delayed by Force Majeure (as hereinafter defined), in which case the deadlines established by subclauses (i)(c) or (ii) above, as applicable, will be extended for a period equal to the period of such delay plus a reasonable period of time for assessment, review and remobilization by the Library Contractors. If the events described in subclauses (i) and (ii) of the immediately preceding sentence do not occur within the time periods therein prescribed, the Party of the First Part shall have the right to re-enter and re-possess Parcel "C-2" as of the Party of the First Part's former estate, together with all appurtenances thereto, by (i) delivering sixty (60) days prior written notice to the Party of the Second Part that it has elected to exercise its right of re-entry (the "Library Termination Notice") and (ii) paying to the Party of the Second Part the Reimbursement Amount (as hereinafter defined) on or before the sixtieth (60th) day after receipt by the Party of the First Part from the Party of the Second Part of a statement certifying to the Party of the First Part the actual reimbursement amount claimed by the Party of the Second Part, to construct the Library, which statement of actual costs shall be delivered to Penelec within sixty (60) days of the date of delivery of the Library Termination Notice. The Party of the Second Part hereby agrees to permit the Party of the First Part to review the Library Contracts and such other relevant records of the Library as the Party of the First Part shall reasonably request in order to verify the Reimbursement Amount.

AND, as used in the preceding two paragraphs,

"Force Majeure" means any act of God, fire, earthquake, flood, explosion, action of the elements, unforeseen weather conditions, war, invasions, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of utilities, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of government or civil or military or naval authorities or any other cause similar to the foregoing not within the reasonable control of DGS, PHMC or the Party of the Second Party, as the case may be; and

"Library" means the public library and related improvements to be constructed on Parcel C-2 (as above described) by the Party of the Second Part, in accordance with the Library Building Plans, as contemplated by the agreement between the Party of the First Part and the Party of the Second Part dated as of February 1, 1993 entitled "Development

Agreement" and relating, among other things, to the development of the Museum and the Library (the "Development Agreement"); and

"Library Building Plans" means the building plans and specifications for the Library prepared for the Party of the Second Part by Weber Murphy Fox, Architects, dated September 1993 and identified thereon as Project Number 974-6, Phase III; and

"Museum" means the public museum and related improvements to be constructed on Parcel E (as above described) by PHMC, in accordance with the Museum Building Plans, as contemplated by the Development Agreement; and

"Museum Building Plans" means the building plans and specifications for the Museum prepared for PHMC by Weber Murphy Fox, Architects, dated September 1993 and identified thereon as Project Number 974-6, Phase III.

"Private Development Agreement" means a contract entered into by Penelec and one or more developers providing for the development of the Penelec Parcels (as defined in the Development Agreement) in accordance with the Project Plan (as defined in the Development Agreement) as contemplated by the Development Agreement.

"Reimbursement Amount" shall mean, (i) 100% of the costs incurred by the Party of the Second Part pursuant to the Library Contracts on or before the date of delivery of the Library Termination Notice and any claims payable by the Party of the Second Part to the Library Contractors for termination of the Library Contracts following delivery of the Library Termination Notice; or (ii) 75% of the costs described in clause (a) above provided that, on or before the date of delivery of the Library Termination Notice, the Party of the First Part has entered into one or more Private Development Agreements covering at least 75%, by land area, of the Penelec Parcels (as defined in the Development Agreement).

AND, upon exercise by the Party of the First Part of its right of re-entry to Parcel "C-2" (as above described), the Party of the Second Part will transfer and assign to the Party of

the First Part all of the Party of the Second Part's right, title and interest in and to that certain Lease between the Party of the Second Part and The Erie-Western Pennsylvania Port Authority, dated _____, 1994, pursuant to which the said Authority leased to the Party of the Second Part Parcel DB, as identified on a plan entitled "Replot of Land for the Pennsylvania Electric Company", dated April 9, 1993 as prepared by David James Laird Associates and recorded in Erie County Court House in Map Number 1994-21.

UNDER AND SUBJECT, nevertheless, to certain matters of record, including a certain Declaration of Restrictions, all as stated above.

AND the said Party of the First Part hereby does and will warrant SPECIALLY the property hereby conveyed, subject as aforesaid.

IN WITNESS WHEREOF, the said Party of the First Part has caused this Deed to be duly executed and delivered and its corporate seal to be affixed and attested the day and year first above written.

PENNSYLVANIA ELECTRIC COMPANY

By



Title: Vice President

Attest



Title: Assistant Secretary

(Corporate Seal)

THE COUNTY OF ERIE

By



Title: County Executive

Attest



Title: County Solicitor

(Corporate Seal)

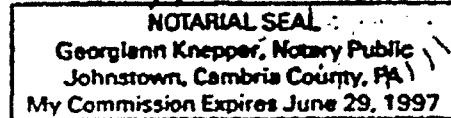
BK0336 PG1283

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF CAMBRIA)

On this, the 24th day of May, 1994,
before me a notary public, the undersigned officer personally
appeared J. F. Furst, who acknowledged himself
to be a Vice President of PENNSYLVANIA ELECTRIC COMPANY, a
Pennsylvania corporation, and that he as such Vice President, being
authorized to do so, executed the foregoing instrument for the
purposes therein contained.

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

Georgiann Knepper



I, Kenneth D. Chetok, Esq., hereby certify that
the residence of the within named Grantee is:

Erie County, Canton

Erie, PA 16501

Kenneth D. Chetok

EXHIBIT C

RESOLUTION NUMBER 36, 2023

Approval of Lease Agreement between the County of Erie and Gannon University for the Gannon Great Lakes Water Research Center at the Blasco Library

WHEREAS, the County Administration has negotiated favorable terms for a twenty-five year lease agreement between Gannon University and the County of Erie for office space at the Blasco Memorial Library, 160 East Front Street, Erie Pennsylvania 16507; and

WHEREAS the twenty-five (25) year agreement sets rent at \$1913 per month or \$22,956 per year, with four possible five year extensions; and

WHEREAS, the Great Lakes Water Research Center will occupy space that currently houses library operations and some reference materials; and

WHEREAS, Gannon University will pay for the cost of renovating the space at Blasco which will encapsulate the Gannon Great Lakes Water Research Center; and

WHEREAS, County Council approval of a term greater than one year is required under Article III, Section 2F (3) of the Administrative Code.

RESOLVED, ERIE COUNTY COUNCIL APPROVES the lease agreement between Gannon University and the County of Erie for the Gannon Great Lakes Water Research Center attached hereto as Exhibit A.

I Karen Chillcott hereby certify that on the motion of Schauerman, seconded by

Spagel, this resolution was

passed on this 17th day of October, 2023 by a vote of 5 to 2 (Horton, Scutella)



Brian Shank, Chairman
Erie County Council

APPROVED BY:



Brenton Davis,
County Executive

Date: 10/19/23

ATTEST:



Karen Chillcott
Erie County Clerk

Date: 10-17-23

EXHIBIT D

LEASE

THIS LEASE, made and entered into at Erie, Pennsylvania, this 31st day of October, 2023 (the "Execution Date"), by and between COUNTY OF ERIE, a Pennsylvania County of the Third Class, with its principal office in the County of Erie and Commonwealth of Pennsylvania, hereinafter called "Landlord" and GANNON UNIVERSITY, a Pennsylvania nonprofit corporation, with its principal office in the County of Erie and Commonwealth of Pennsylvania, hereinafter called "Tenant."

WITNESSETH, that for and in consideration of the rent hereinafter reserved and to be paid by Tenant to Landlord, and the performance by both parties hereto of all duties and obligations hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. LEASEHOLD PREMISES. Landlord, warranting that it has title, interest, and authority to do so, does hereby rent, lease and demise unto Tenant, its successors and assigns, to be used and occupied only as a research center and educational facility and for no other purpose, the hereinafter described premises (hereinafter referred to as the "Leased Premises"), including, in common with Landlord and Landlord's other tenants, the right to the use of all parking areas, sidewalks, and other common facilities, and any and all easements or rights-of-way thereto appurtenant. The Leased Premises are described as follows:

Approximately 3,280 square feet of building space as further depicted on Exhibit A attached hereto in the building (the "Building") located on the property commonly known as the Blasco Library, 160 East Front Street, City of Erie, Erie County, Pennsylvania (the "Property"), together with shared use of (i) the classroom and Idea Lab located in the Building, (ii) the Building's garage bay to transport materials and equipment in and out of the Leased Premises and store a golf cart or other small utility vehicle, and (iii) the restrooms and other common areas of the Building.

2. TERM.

a. Initial Term. The initial term of this Lease shall commence on the Execution Date, and shall continue, except as hereinafter provided, for a term of twenty-five (25) years from and after the Completion Date (defined in Section 4a hereof) (as may be extended, the "Term").

b. Right to Terminate. At any time following the tenth anniversary of the Completion Date, Landlord and Tenant shall each have the right to terminate this Lease during the initial Term or any renewal Term upon 365 days prior written notice to the other party.

3. EXTENSION OPTIONS. Tenant shall have the option to extend the Term of this Lease for four (4) additional 5-year terms (each, an "Extension Term"). Each such option shall be exercised by Tenant giving notice of said election to Landlord no less than ninety (90) days but not more than one hundred eighty (180) days prior to the expiration of the initial Term or prior renewal term. In all respects said Extension Term shall be on the same terms and conditions as set forth herein; provided however, rent during each Extension Term shall be adjusted to an amount to be negotiated by the parties in good faith at the time Tenant exercises each such Extension Option.

4. RENT.

a. From the Execution Date until the completion of Tenant's improvements to the Leased Premises (the "Completion Date"), Tenant shall be granted rent-free possession of the Leased Premises, subject to all terms and conditions of this Lease except the obligation to pay rent, for the

purpose of the construction of such improvements. Tenant shall not occupy the Leased Premises for any other purpose until the Completion Date.

b. From and after the Completion Date, Landlord reserves and Tenant agrees to pay to Landlord as rent for the Leased Premises the base sum of \$22,956.00 per year (based on a rate of \$7.00 per square foot per year), payable in equal monthly installments of \$1,913.00 in advance on or before the first day of each and every calendar month during the term of this Lease (the "Base Rent"). All rental payments shall be paid by Tenant's check or draft payable to the order of Landlord and mailed by first class mail to such payee at the address hereinafter set forth in the paragraph captioned "Notices." If the monthly rental shall not have been received by Landlord by the fifth (5th) day of the month following the date when the payment is due, then Tenant agrees to pay a late charge of \$100.00 to compensate Landlord for additional administrative costs, expenses, and damages, because of Tenant's late payment.

5. TAXES, UTILITIES, AND ASSESSMENTS. Landlord shall pay any real estate taxes on the Property, and (ii) all utility charges assessed against or attributable to the Building and Leased Premises during the term of the Lease except for electric and water, which Tenant shall be responsible to pay directly to the respective utility providers. In furtherance, as part of Tenant's initial improvements to the Leased Premises and prior to the Completion Date, Tenant will install separate water and electrical meters for the Leased Premises and an appropriate size electrical subpanel to measure electrical and water use to be billed monthly at maximum kwh/gal rates per utility providers. Commencing with the commencement date of the Lease term, Tenant shall pay all telephone, cable, or other communication charges, during the term of the lease and any and all renewals thereof.

6. REPAIRS AND MAINTENANCE.

a. Landlord's Obligations. At its own cost and expense, Landlord agrees to make all necessary repairs during the term of the Lease, and any extension or renewal thereof to the roof, gutters and downspouts of any building located upon or containing the Leased Premises, and all necessary structural repairs to the exterior walls, foundations, outside plumbing from the points that Tenant's inside plumbing meets the city water and sewer lines, and to make all repairs and replacements of heating, ventilation, and air conditioning equipment as required, and repairs and maintenance of all sidewalks and parking areas, including snow removal from such parking areas.

b. Tenant's Obligations.

(1) Tenant shall use due care in the use and occupancy of the Leased Premises and shall maintain same in good condition and repair in keeping of the remainder of the Building. Tenant shall pay for and shall be responsible for all maintenance to and all repairs associated with the Leased Premises, and all parts thereof, including, but not limited to, all fixtures, and electrical and plumbing systems within the Leased Premises, as well as the interior and exterior walls, windows, doors, loading docks, including any part of the Leased Premises damaged by Tenant and/or Tenant's employees, clients, tenants, customers, guests or invitees. Except as provided in Section 8.a, any and all improvements which are now or may be erected or placed on said Leased Premises at any time during said term, or any renewals thereof, shall be kept in good and substantial order and repair by Tenant at its sole cost and expense.

(2) Tenant shall comply with all laws, ordinances, orders, regulations, rules, requirements, notices, violations and penalties (hereinafter called "said legal requirements"), and shall pay any and all costs and expenses incidental to such compliance, and shall indemnify and save harmless Landlord of and from all costs, expenses, claims, and damages by reason of any said legal requirements filed against or imposed upon said Leased Premises, or any part thereof, or against Landlord as owner

thereof, because of the failure of Tenant to comply with this covenant. Tenant shall have the right to contest the validity of or seek a variance from or review said legal requirements by legal proceedings or in such other manner as it deems suitable, and may have, if able, said legal requirements canceled, removed or revoked without actual compliance with the same, and if said actions or proceedings are instituted, they shall be conducted promptly at the expense of Tenant and free of all expense by Landlord. If, and whenever, said legal requirements shall become absolute against Tenant and the Leased Premises, or against Landlord, after contest thereof, Tenant shall then comply with the same with due diligence and, in default thereof for ten (10) days, Landlord may comply therewith and the costs and expenses in doing so may be paid by Landlord and all rights hereunder asserted against Tenant. Landlord will join in any contest provided for in this paragraph at the request of Tenant, but at Tenant's sole cost and expense, and as a condition of such joinder may require reasonable indemnity against cost or other damages by reason of such joinder.

7. IMPROVEMENTS.

a. With Landlord's advance written approval of plans and specifications, which shall not be unreasonably withheld, conditioned or delayed, Tenant shall be authorized to improve the Leased Premises and to remodel same to accommodate its needs and purposes. In doing so, Tenant shall comply with all applicable rules and regulations specifically including full compliance with the regulations of the Pennsylvania Department of Labor and Industry. A copy of the certificate of compliance issued by the Pennsylvania Department of Labor and Industry shall be furnished to Landlord when issued and Tenant agrees to promptly secure same when the work is completed and the Leased Premises made for occupancy. From and after its initial fit-out, Tenant, however, shall not make any substantial change in the construction or design of the Leased Premises that costs in excess of Twenty Thousand and 00/100 Dollars (\$20,000.00) without first securing the written approval of Landlord. Any and all Tenant improvements shall become a part of the Leased Premises; and all such improvements shall remain at the Leased Premises at the expiration or earlier termination of the Lease Term.

b. Tenant shall not permit the Leased Premises to become subject to any mechanics', laborers', or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of, Tenant unless Tenant shall promptly bond such lien; provided, however, that Tenant shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien, if Tenant shall give to Landlord such security as may be deemed satisfactory to Landlord to insure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Leased Premises by reason of non-payment thereof; provided further, however, that on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

8. DAMAGE AND DESTRUCTION.

a. Should the Building or the Leased Premises be so damaged by fire or other causes during the last year of the term of this Lease as to render the Leased Premises untenable, then this Lease shall terminate and Tenant shall be allowed an abatement of rent from the date of such damage.

b. If, during the term of this Lease, excepting the last year thereof, the building or Leased Premises should be totally destroyed by fire or other causes, or so damaged that rebuilding or repairs cannot be completed or are not completed within one hundred twenty (120) days from date of fire or other cause of damage, this Lease shall terminate and Tenant shall be allowed an abatement of rent from the date of such damage or destruction.

c. However, if during the term of this Lease, excepting the last year thereof, damage is such that rebuilding or repairs can be completed within one hundred twenty (120) days from the date of fire or other causes of damage, Landlord will within thirty (30) days from the date of fire or other cause of damage notify Tenant in writing of Landlord's decision to rebuild or repair, and Landlord covenants and agrees to rebuild or repair and have the building and Leased Premises ready for occupancy within one hundred twenty (120) days from date of fire or other cause of damage. If the building and Leased Premises are not rebuilt or repaired and ready for occupancy within one hundred twenty (120) days (strikes and Acts of God excluded) from date of fire or other cause of damage, then this Lease shall terminate and Tenant shall be allowed abatement of rent from the date of such damage or destruction. If the building and Leased Premises are rebuilt or repaired and ready for occupancy within one hundred twenty (120) days (strikes, government orders, and Acts of God excluded) from date of fire or other cause of damage, Tenant shall be allowed an abatement of rent during the period of repairs.

d. In all cases of damage or destruction, Landlord shall be entitled to the proceeds of the fire and extended coverage insurance described hereinbelow.

9. INSURANCE. During the term hereof, and all renewals and extensions hereof:

a. Landlord shall keep the Building insured against loss or damage by fire and all standard extended coverages in such companies as Landlord may select, which are duly licensed to do business in the Commonwealth of Pennsylvania, for the full, fair insurable value thereof.

b. Tenant shall keep all improvements and equipment on, in, or appurtenant to the Leased Premises including all alterations, additions and improvements, insured against loss or damage by fire and all standard extended coverages in such companies as Tenant may select, which are duly licensed to do business in the Commonwealth of Pennsylvania, for the full, fair insurable value thereof.

c. Tenant shall provide and pay for owners, landlords and tenants public liability insurance, naming Landlord and Tenant as insureds thereon, as their interests may appear. The minimum limits of said policies shall be: One Million Dollars (\$1,000,000.00) as to any one occurrence; Five Hundred Thousand Dollars (\$500,000.00) as to injuries to any one person; and Two Hundred Fifty Thousand Dollars (\$250,000.00) as to property damage.

d. Tenant shall provide and pay for renter's insurance or related rental insurance on all of Tenant's personal property, appliances, furniture, fixtures, equipment, assets and contents located in, on or used at the Leased Premises against loss on the perils of hazard, fire, lightning, theft, vandalism, malicious mischief, transit, collapse, falsework, debris removal, earthquake, and other risks which are included under "extended coverage endorsements," in an amount sufficient to prevent Landlord from becoming a co-insurer of any loss, but in any event in amounts not less than 100% of the actual replacement value of Tenant's personal property, furniture, fixtures, equipment, assets and contents located in, on or used at the Leased Premises.

e. All such insurance policies shall be written by companies of nationally recognized financial standing that is/are legally qualified to issue such insurance in the Commonwealth of Pennsylvania and shall name Tenant and Landlord as insureds as their interests may appear.

f. Each policy of insurance to be provided by Tenant shall provide that it will not be canceled or amended except after thirty (30) days' written notice to Landlord, and that it shall not be invalidated by any act or negligence of Landlord or Tenant, nor by occupancy or use of the Leased Premises for purposes more hazardous than permitted by such policy, nor by any foreclosure or other

proceedings relating to the Leased Premises or Property, nor by change in title to or ownership of the Leased Premises or Property.

g. Tenant shall deliver to Landlord, true and correct copies of the applicable insurance policies or duplicate certificates of insurance, satisfactory to Landlord, evidencing the existence of all insurance coverage which is required to be maintained by Tenant hereunder. Delivery of such policies or duplicate certificates of insurance shall be made promptly upon the execution and delivery of this Lease and, thereafter, within ten (10) days written request therefor by Landlord.

10. QUIET ENJOYMENT. Provided Tenant is not in default hereof beyond any and all applicable cure periods, Landlord covenants that Tenant, its successors and assigns, shall have continuous, peaceable, uninterrupted, and exclusive possession and quiet enjoyment of the entire Leased Premises during the term of this Lease. Tenant warrants that it will comply with all applicable rules and regulations with respect to the use of said premises and no unlawful activities will be conducted therein.

11. DEFAULT BY TENANT. Tenant covenants and agrees to pay the rent hereinabove reserved and agreed to be paid to Landlord. If (a) Tenant shall be in default in the payment of any rent hereunder, or (b) Tenant is in default in the performance of any of the covenants or conditions hereof, and shall fail to correct and rectify any such default within ten (10) days from the receipt of written notice thereof from Landlord, or (c) Tenant shall be adjudicated a bankrupt, or make any assignment for the benefit of creditors, or (d) the interest of Tenant herein shall be sold under execution or other process, an event of default shall have occurred hereunder.

a. Upon the occurrence of an event of default, Landlord may enter into said premises, and again have and repossess the same as if this Lease had not been made and shall thereupon have the right to cancel this Lease, without prejudice, however, to the right of Landlord to recover any rent due at the time of such re-entry, and Tenant shall, nevertheless, remain liable to Landlord in a sum equal to all basic and additional rent herein reserved for the balance of the term herein originally granted, which sum, at the option of Landlord, shall become immediately due and payable. In case of any such default and re-entry, Landlord may re-let said premises from time to time during the remainder of the term hereof for the highest rent obtainable and may recover from Tenant any deficiency between such amount and the rent herein reserved, plus all reasonable expenses relating to the retaking, repairing and re-letting of said premises. Suits for the recovery of any such deficiency or, in the event Landlord is unable to re-let the Leased Premises despite reasonable efforts to do so, for the balance of the rent herein reserved, may be brought by Landlord from time to time at Landlord's election, and Landlord shall not be required to await the date whereon the term of this Lease would have expired had there been no default to bring such suit.

b. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others set forth herein, or any other remedy available to Landlord in law or equity.

12. DEFAULT BY LANDLORD. In the event Landlord should neglect or fail to perform or observe any of the covenants, provisions, or conditions contained in this Lease on its part to be performed or observed, and such failure continues for ten (10) days after written notice of default (or if more than ten (10) days shall be required because of the nature of the default, if Landlord shall fail to commence the curing of such default within such 10-day period and proceed diligently thereafter but not to exceed an additional twenty (20) days), and such failure materially impairs Tenant's use of the Premises, then Tenant shall have the right to cure such default for and on behalf of Landlord and collect the reasonable costs of cure from Landlord. Landlord shall reimburse Tenant all sums so paid or incurred, within thirty (30) days after written demand therefor. Tenant shall have no right to terminate this Lease due to a

Landlord default, except as expressly provided elsewhere in this Lease.

13. REMOVAL OF EQUIPMENT. Tenant shall, on or before the last day of the term hereof (unless this Lease shall have been heretofore renewed in which case on the last day of any renewal term), or upon the sooner termination of such term, peaceably and quietly leave, surrender and yield up to Landlord all and singular the Leased Premises, all Tenant improvements or alterations thereon, and any equipment and appurtenances on the Leased Premises in good order, condition and state of repair, reasonable wear and tear and damage by the elements only excepted, together with all alterations, additions and improvements, including air conditioning equipment, machinery and ducts which may have been made upon the premises, except movable furniture, movable personal property or movable trade fixtures put in at the expense of Tenant. All property removable pursuant to the provisions of this paragraph shall be removed by Tenant on or before the date hereinabove in this paragraph indicated and all property not so removed shall be deemed abandoned by Tenant to Landlord, provided the actual cost of removing and disposing of same shall be so much additional rent due within thirty (30) days of Tenant's receipt of an invoice therefor.

14. ASSIGNMENT AND SUBLEASING. Tenant shall not, directly or indirectly, voluntarily or by operation of law, sell, assign, encumber, mortgage, pledge or otherwise transfer or hypothecate all or any part of the Leased Premises or Tenant's leasehold estate hereunder or sublet the Leased Premises or any portion thereof or permit the Leased Premises to be occupied by anyone other than Tenant, without Landlord's prior written consent in each instance, which consent will not be unreasonably withheld, conditioned or delayed.

15. INSPECTION. Landlord may, upon prior notice to Tenant, enter upon the premises at any and all reasonable times to examine the conditions thereof, but such rights shall not be exercised in a manner to interfere unreasonably with the business of Tenant.

16. CONDEMNATION.

a. If the whole of the Leased Premises, or such portion thereof as renders the remainder unsuitable for the purposes for which the Leased Premises is leased to Tenant, shall be taken for any public or private use by virtue of eminent domain, condemnation or appropriation proceedings, this Lease shall terminate and Tenant may thereupon remove all of its property from the Leased Premises and both parties shall thereupon be relieved from all further liability as of the date that said premises are vacated by Tenant. Any rental paid in advance beyond such time shall be returned by Landlord to Tenant upon demand.

b. In the event of a partial taking which does not render the remainder of the Leased Premises unsuitable for the purposes for which it is leased to Tenant, Tenant shall continue in possession of that part of the premises not taken under all of the terms and conditions hereof, except that in such case Tenant shall be entitled to an equitable reduction in all subsequent rental payments hereunder, provided Tenant's operations on the Leased Premises have been affected by the partial taking.

c. In the event of condemnation proceedings, as herein provided, Tenant hereby waives any and all damages which might otherwise be recoverable from the condemnor or Landlord for any termination, whether total or partial, of this Lease by condemnation, except that Tenant shall be entitled to such appropriate moving and related relocation expenses from the condemnor as may be provided by law.

17. INDEMNIFICATION AND WAIVER OF CLAIM.

a. Tenant will defend and, except to the extent caused by the negligence of Landlord, his agents, servants, and employees, will indemnify Landlord and save him harmless from and against any and all claims, actions, damages, liability, and expense (including, but not limited to, attorney's fees and disbursements) in connection with the loss of life, personal injury, or damage to property or business arising from, related to, or in connection with the occupancy or use by Tenant of the Leased Premises or any part of Landlord's property or occasioned wholly or in part by act or omission of Tenant, its contractors, subcontractors, subtenants, agents, servants, or employees. Tenant shall pay all costs, expenses and reasonable attorney's fees that may be expended or incurred by Landlord in successfully enforcing the covenants and agreements of this Lease.

b. Unless caused by the negligent acts or omissions of Landlord, his agents, servants, and employees, neither Landlord, his agents, servants, employees or contractors shall be liable for, and Tenant, in consideration of Landlord's execution of this Lease, hereby releases all claims for loss of life, personal injury or damage to property or business sustained by Tenant or any person claiming through Tenant resulting from any fire, accident, occurrence or condition in or upon the Leased Premises or any part thereof, including, but not limited to, such claims for loss of life, personal injury or damage to property. Further, all personal property belonging to Tenant that is in or on any part of the Leased Premises, Building or Property shall be there at the risk of Tenant, and Landlord shall not be liable for any damage thereto regardless of cause or for the theft or misappropriation thereof.

18. ENVIRONMENTAL HAZARDS.

a. Landlord represents, to the best of Landlord's knowledge, without any duty of investigation imposed or implied, that, as of the date hereof (i) either there are no underground storage tanks located on the Leased Premises or, alternatively, that any underground storage tanks located on the Leased Premises are properly registered and do not leak; (ii) no Hazardous Substances have been treated, stored or disposed of at the Leased Premises; (iii) none of the building or other structures on the Leased Premises contain asbestos or have asbestos containing materials; and (iv) except for the minor processing of non-hazardous wastes in the normal operation of a facility of the type which is located on the Leased Premises and not under the control of Landlord, the Leased Premises comply with all laws, rules and regulations, and further that no other environmental hazards exist at the Leased Premises. In the event of the breach of any of the foregoing representations, Tenant may, at its sole option, terminate this lease and vacate the Leased Premises with no further obligation for rent or otherwise to Landlord in any manner. Landlord shall indemnify and hold harmless Tenant from and against any and all claims, charges, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys fees, consultant and expert fees) arising out of or in connection with any such breach.

b. Tenant agrees to indemnify and hold harmless Landlord from any and all claims, charges, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys fees, consultant and expert fees) arising during or after the Lease term and arising out of, based upon or in connection with or by reason of Tenant's operation or use of the Leased Premises, or the negligence, willful misconduct or other acts or omissions of Tenant, or any contamination or hazardous substances existing on the Leased Premises after the date of this Lease caused by the activities of Tenant, and/or its agents, employees, contractors, or invitees. Without limitation of the foregoing, this indemnification shall include any and all costs incurred due to any investigation of the Leased Premises, any clean-up, removal, or restoration mandated by federal, state or local agencies or political subdivisions, unless the hazardous substances are present as a result of the negligence, willful misconduct, or other acts or omissions of Landlord, its agents, employees, or

contractors.

c. As used herein, "Hazardous Substances" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of Pennsylvania, or the United States government. "Hazardous Substances" also includes any and all material or substances which are defined as "residual waste," "hazardous waste," or a "hazardous substance" pursuant to state, federal or local government law. "Hazardous substance" also includes but is not restricted to, asbestos, polychlorinated biphenyls (PCBs), and petroleum products.

d. The indemnities contained herein shall survive the termination or expiration of this Lease.

19. HOLD-OVER. If Tenant shall remain in possession of the Leased Premises after the expiration of the term of this Lease without agreement in writing between Landlord and Tenant, such tenancy shall be from month-to-month only, upon all the terms and conditions of this Lease which are not inconsistent with such tenancy, and the rent, unless otherwise agreed to between the parties, shall be 150% of the amount of the Base Rent plus additional rental in force at the end of the term.

20. WAIVER OF SUBROGATION. Landlord and Tenant hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to person or to property caused by the other or by fire or any of the extended coverage or supplementary contract casualties, even if such loss or damage, or fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that it will request its insurance carriers to include in its policies such a clause or endorsement. If extra cost shall be charged therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

21. SIGNS. Tenant, at Tenant's own cost and expense, shall be permitted to erect an exterior or interior sign advertising the name of the enterprise carried on in the Leased Premises, said sign to be of a size and kind acceptable to Landlord in Landlord's reasonable discretion. Tenant shall not erect or install any exterior or interior window or door signs, or window or door lettering, or placards without previous written consent of Landlord, such consent not to be unreasonably withheld, delayed, or conditioned. Tenant shall remove such signs upon the expiration of the Lease term.

22. NOTICES. Any notice from one party to the other hereunder shall be in writing and shall be deemed to have been fully given if delivered personally or mailed enclosed in a certified post paid envelope addressed to the respective addresses stated below:

To Landlord at:

County of Erie
140 W. 6th St Ste 504
Erie PA 16501
Attention: Erie County Executive

To Tenant at:

Gannon University
109 University Square
Erie, PA 16541
Attention: Jennifer Lundy

23. ENTIRE CONTRACT. This Lease Agreement constitutes the entire contract between the parties hereto and there are no other understandings, promises, representations or warranties, oral or written, relating to the subject matter of this Lease Agreement, which shall be deemed to exist or to bind any of the parties hereto, their respective heirs, executors, administrators, successors or assigns, except as set forth herein. No amendment, change or addition to this Lease Agreement shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

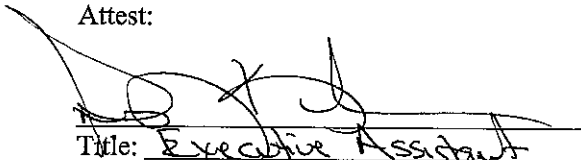
24. BINDING EFFECT. This Lease shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

25. GOVERNING LAW. The terms and conditions of this Lease shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions, and any action arising hereunder shall be brought exclusively in Erie County, Pennsylvania. Landlord and Tenant hereby consent and agree to personal jurisdiction in Erie County, Pennsylvania.

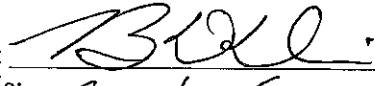
26. COUNTERPARTS; ELECTRONIC SIGNATURES. This Lease may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. E-mailed scanned signatures and facsimile signatures shall be as valid as original hard copy signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

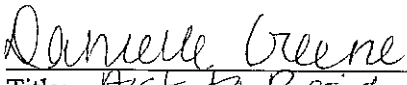
Attest:


Title: Executive Assistant

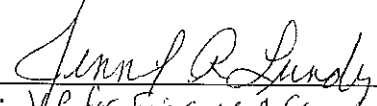
LANDLORD:
COUNTY OF ERIE

By: 
Title: County Executive

Attest:


Title: Asst to President

TENANT:
GANNON UNIVERSITY

By: 
Title: VP for Finance & Campus Operations

VERIFICATION

The undersigned hereby verifies that the statements of fact contained in the foregoing **Complaint** are true and correct to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

KEEP OUR LIBRARY PUBLIC

Dated: 06/24/2024

By:



Name: Mary Rennie

Title: Keep Our Library Public Agent

VERIFICATION

The undersigned hereby verifies that the statements of fact contained in the foregoing **Complaint** are true and correct to the best of my knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Dated: 6-25-2024

By: Chris Szumigala
Chris Szumigala