



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Tad J. Miller, City Clerk

From: John F. Spirk, Jr., Esq., City Solicitor

Re: Lease Agreement
Peron Pierce, LLC, and Country Club Brewing LLC d/b/a Country Club Brewing
as assignee and sublessee
Purpose: Use of Leased Premises as an area for serving food and beverages,
including alcoholic beverages, to patrons of Country Club Brewing
which is located immediately adjacent to the Leased Premises

Date: May 1, 2024

Attached is a proposed Resolution and associated Lease Agreement for Council's consideration.

Please place this matter on City Council's agenda for review and appropriate action.

John F. Spirk, Jr.
John F. Spirk, Jr., Esq., Solicitor

Cc: J. William Reynolds, Mayor
Laura Collins, Director of Community & Economic Development
Michael Alkhal, Director of Public Works
Michael Recchiuti, Esq.

RESOLUTION NO. 2024-____

Authorization For Lease Agreement for Public Property

BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor and the Controller and/or such other City officials as deemed appropriate by the City Solicitor, are hereby authorized to execute a Lease Agreement with Peron Pierce, LLC, and Country Club Brewing LLC d/b/a Country Club Brewing, as assignee and sub-lessee, and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, for the use of the Leased Premises as an area for serving food and beverages, including alcoholic beverages, to patrons of Country Club Brewing which is located immediately adjacent to the Leased Premises, according to the terms and conditions indicated therein and made a part hereof.

Sponsored by _____

ADOPTED by Council this _____ day of _____, 2024.

President of Council

ATTEST:

City Clerk

(12-02-2021 ed.)

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2024, by and between PERON PIERCE, LLC, a Pennsylvania limited liability company with its principal place of business located at 60 W. Broad Street, Suite 102, Bethlehem, Northampton County, Pennsylvania 18018 (hereinafter referred to as the "Lessee");

-AND-

The CITY OF BETHLEHEM, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its offices and principal place of business situate at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania, 18018 (hereinafter referred to as the "City").

1. Leased Premises. The City herein agrees to rent, lease, and demise to Lessee that portion of the City-owned real estate which, in its entirety, consists of a former railroad right of way, known as Northampton County Tax Parcel Number P6SE1B 11 1 0204E, said rented, leased, and demised portion of which is identified in Exhibit "A" attached hereto (the "Leased Premises").
2. Purpose. Lessee shall control, possess, and use the Leased Premises solely as an area for serving food and beverages, including alcoholic beverages, to patrons of Country Club Brewing LLC d/b/a Country Club Brewing, a micro-brewery with a principal place of business at 1718 Saratoga Court, Allentown, PA 18104 (the "Brewery") leasing the realty at 323 Pierce Street, Bethlehem, PA 18015, Parcel ID No. P6SE1B 17 4 0204 (the "Benefited Property"), which is immediately adjacent to the Leased Premises and is owned by Lessee.
3. Term. The term of this Agreement shall be three (3) years, beginning on the effective date of this Agreement, which shall be the date of signing by the City (the "Effective Date").
4. Rent. Lessee agrees to pay to the City for the use of the Leased Premises rent in accordance with the following schedule:
 - (a) First Year: \$5,244.00, base monthly rent: \$437.00.
 - (b) Years 2-3: the rent shall be increased in each succeeding year by the same rate as the consumer price index increased over the immediately preceding twelve-month period.
 - (c) Rent shall be payable on the first day of each month to the City, or on such other due date as the City may direct in establishing a regular payment schedule, delivered at 10 E. Church Street, Bethlehem, Pennsylvania, 18018 or, at City's request, by electronic payment.
 - (d) A \$100.00 penalty shall be paid by Lessee with every rent check that is received by the City more than ten (10) days after the due date.

(12-02-2021 ed.)

5. Extension and Termination. This Agreement shall automatically be extended for one (1) year terms unless the City or Lessee terminates it at the end of the then current term by giving written notice of the intent to terminate to the other party at least ninety (90) days prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".
6. Rental Increases. The annual rental for each extension term will be increased by the same rate as the consumer price index increased over the immediately preceding term.
7. Taxes. In addition to the payment of rent as provided above, Lessee shall pay any real estate taxes, assessments, or charges owed on the Leased Premises, including on any improvements thereon.
8. Security Deposit. On or before the Commencement Date, Lessee shall furnish the City with a security deposit in the amount of two-months base monthly rent: $\$437.00 \times 2 = \874.00 . At the termination of this Agreement, the security deposit shall be applied to satisfy arrearages and damages for which Lessee is liable under the Agreement based on accounting by the City to be issued to Lessee by the City within thirty (30) days of Lessee's completion of removal of its equipment and business property and deck as per paragraph 20 from the Leased Premises. Net proceeds of the security deposit not withheld to satisfy the City's claims shall be returned to Lessee with the issuance of the accounting. Without prejudice to the City's rights, the security deposit may not be used or applied by Lessee as a means to avoid or satisfy rent.
9. No Alterations Without Prior Written Approval of the City. No alteration, addition, or improvement to the Leased Premises shall be made by Lessee without the prior written consent of the City. In the event Lessee makes any capital improvement to the Leased Premises with the approval of the City, the cost of such improvements shall be the sole expense of Lessee. The City herein grants approval, subject to the issuance of all applicable zoning and building permits and approvals, for Lessee to construct a deck on the Leased Premises to function as an outdoor serving area for food and drink for the Brewery.
10. Utilities. Lessee shall pay the cost of any utilities serving the Leased Premises, including, without limitation, electricity, heat, water and sewer service, air conditioning, television cable, telephone and internet service.
11. Trash. Lessee shall be responsible for and pay for the cost of trash receptacles and trash removal for and from the Leased Premises.
12. Parking. Parking of any kind of motor vehicle and/or trailers of any type on the Leased Premises is specifically prohibited.
13. Admission, food, beverage, concessionaire, and/or vendor charges. Lessee may charge potential or actual patrons of the Leased Premises as authorized by this Agreement. All charges and payments shall be retained by the Lessee.
14. Security. Lessee shall provide proper security for persons and property on or within the Leased Premises at Lessee's sole cost.
15. Portable toilets; plumbing fixtures. Lessee shall not place or allow the use of any portable toilets, sinks, or plumbing fixtures on or within the Leased Premises.

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16. Cleaning. At Lessee's sole cost, Lessee shall ensure that all areas of the Leased Premises shall be kept in a clean and sanitary condition at all times.
17. Repairs and maintenance. Lessee shall ensure that all areas of and improvements made or found on or within the Leased Premises shall be kept in good repair and maintained at all times, and restore the same as needed, at Lessee's sole cost. Maintenance shall also include grass cutting and tree and vegetation pruning. Lessee shall be responsible for such actions and costs regardless of cause during the Term of this Agreement, unless directly caused by the willful misconduct of the City. Either party to this Agreement shall have the right to video and/or photograph the Leased Premises prior and subsequent to, or during, the Term of this Agreement to document the conditions of the Leased Premises.
18. Itemized Written Statement of Damages and Cost of Repair. Within thirty (30) days of being invoiced in writing by the City for any itemized damages which have occurred to the Leased Premises and the cost of repairing, maintaining, or cleaning thereof, Lessee shall pay the amount due. It is expressly agreed that Lessee shall be responsible for all damage except that directly caused by the willful misconduct of the City. If Lessee objects to the damage itemization, it shall so notify the City in writing within ten (10) days of receipt thereof. If Lessee fails to object within the stated period, it shall thereafter be deemed to have consented to the damage itemization and to have waived any objection thereto. If payment from Lessee is not received by the City within 30 days or by the specified due date, interest charges will accrue at an interest rate of 1% per month or any portion of a month thereof.
19. Mobile Vendors. Lessee shall not allow any mobile or moving vendors or vendors of any kind at any locations on or within the Leased Premises unless approved by the City. Should Lessee propose to allow vendor(s) to operate on or within the Leased Premises, Lessee shall provide the City with a list of all such proposed vendors at least thirty (30) days prior to the placement of any equipment or property of the vendor on or within the Leased Premises. The list of vendors shall include the following information: Business Name/Vendor Name; Vendor Contact Person; Mailing Address; Telephone Number(s); E-mail Address; Website (if available); Current City of Bethlehem Business Privilege License Number; Description of what the vendor will be vending (i.e., retail, food, sampling, displaying information, etc.). The City shall retain the right to bar any vendor from the Leased Premises in the event the City determines such vendor is violating any law or City ordinance.
20. Restoration. At the termination of this Agreement, Lessee, at Lessee's sole cost, shall return the Leased Premises to the City in the same condition it was in at the Commencement Date, or better, reasonable wear and tear excepted. The improvements, i.e., the deck, referenced in paragraph 9 of this Agreement shall be removed by Lessee no later than thirty (30) days prior to the termination of this Agreement, and the area on which the improvements were located shall be replanted with grass and shall otherwise be restored to the same condition by Lessee as existed prior to the construction of the improvements. In case of default by Lessee of this paragraph, the City shall invoice Lessee for such costs and Lessee shall pay the invoice of City within thirty (30) days of invoicing. If payment is not received within thirty (30) days, interest charges will accrue at an interest rate of 1% per month or any portion of a month thereof, and the City shall have the right to recover all reasonable attorney's fees and court costs incurred by the City necessary or incidental to recover those amounts attributable to Lessee's default.

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21. Lessee in Exclusive Possession of Leased Premises. Except as otherwise provided in this Agreement, and subject to all applicable laws, Lessee shall be, and shall be deemed to be, in exclusive possession and control of the Leased Premises.
22. Obligation to comply with all laws, ordinances, rules, and regulations. The rights of Lessee and all persons claiming a right to use, occupy or conduct business on or within the Leased Premises is expressly conditioned upon its/his/her/their compliance with all laws and ordinances of every authority having jurisdiction over the Leased Premises. The City shall have the authority to enforce the ordinances of the City and laws of the Commonwealth of Pennsylvania on the Leased Premises during the Term of this Agreement. In addition to any powers, duties, or rights of inspection granted under any statute, ordinance, or any other law, the City, as lessor of the Leased Premises under this Agreement, shall have the right, upon reasonable notice to Lessee, to enter upon and inspect the Leased Premises to ensure compliance with the terms of this Agreement. Where an emergency requires that the City enter upon the Leased Premises, no such notice is required.
23. Liquor License Use and Renewal.
- (a) Use: A liquor license (the “Liquor License”) has been or will be transferred to Lessee in accordance with the Pennsylvania Liquor Code to serve liquor on and within the Leased Premises. Liquor may be served on the Leased Premises only in accordance with, and subject to limitations of, the Liquor License, the Pennsylvania Liquor Code, Pennsylvania Liquor Control Board regulations and further limiting terms of this Agreement. Lessee warrants full awareness of statutory and regulatory constraints on marketing and sale of liquor under the Liquor License.
 - (b) Renewal: All costs of renewing and maintaining the Liquor License, including the expense of response and defense of regulatory notices and proceedings, shall be the sole responsibility of Lessee during the Term of this Agreement.
24. Liquor Liability Insurance. To the extent Lessee plans to serve liquor or allow the consumption of liquor on or within the Leased Premises, Lessee shall furnish a certificate of insurance to the Bureau of Law of the City of Bethlehem evidencing the existence of such in force coverage required by this paragraph at the time of Lessee’s signing and delivery of this Agreement to the City for counter-signature, along with a copy of its Liquor License issued by the Pennsylvania Liquor Control Board. In addition, the certificate must evidence the existence of an in force Liquor Liability Insurance policy issued by a carrier authorized and licensed to do business in the Commonwealth of Pennsylvania on forms acceptable to the City which policy shall remain in effect throughout the Term of this Agreement. Such Liquor Liability Insurance shall be in an amount of not less than \$1,000,000 and shall name the “City of Bethlehem, its officers and employees” as additional insureds. A certificate naming the City as “certificate holder” only is non-compliant. The certificate must state that such insurance policy shall not be cancelled or any change made without thirty (30) days prior written notice to the City. Lessee shall provide updated certificates of insurance as the City Solicitor may direct to confirm such coverage is ongoing in the manner required by this Agreement.
25. Licensing and Inspections. Lessee shall, at its sole cost and expense, procure and maintain all state and local governmental inspections, licenses, permits and employee certifications required for the operation of the Brewery’s restaurant and liquor service business, to include designated employee

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ServSafe and RAMP certifications.

26. Code Inspection and Compliance

- a. Temporary Structures and Overhead Cover. Any tent, canopy, membrane, or similar structure that Lessee erects or allows to be erected on City property in conjunction with this Agreement shall be subject to health, fire, safety, etc. inspections by the appropriate City departments including but not limited to the Code Enforcement Bureau. For purposes of this Agreement, each tent, canopy, membrane, or similar structure must comply with all pertinent provisions of the current Uniform Construction Code building and fire codes adopted by the City and other codes, guidelines, etc. deemed relevant by the City. The City shall issue a written approval to Lessee as it relates to each tent, canopy, membrane or other similar structure. Lessee hereby agrees to pay the City a fee in the amount of \$50.00 for the inspection of each tent, canopy or membrane subject to this provision.
- b. Cooking and Cooking Devices. If Lessee anticipates or allows cooking or heating any food on or within the Leased Premises, then Lessee shall obtain the necessary permit from the City's Fire Department and have any cooking or heating device or equipment to be used or anticipated to be used inspected by the City's Fire Department.

27. Nondiscrimination requirement. Lessee shall not discriminate among potential or actual patrons or visitors to, or employees of Lessee or the Brewery on, the Leased Premises, or permit the actions of others which do, on the basis of actual or perceived race, color, sex, religion, ancestry, genetic information, national origin, sexual orientation, gender identity or expression, familial status, marital status, age, veteran status, mental or physical disability, or use of guide or support animals and/or mechanical aids.

28. Rights Upon Sale. This Agreement shall terminate upon the sale or transfer of title of the Benefited Property unless the City approves the assignment of this Agreement to the purchaser or transferee of the Benefited Property, and such approval may be withheld in the City's sole and absolute discretion.

29. Insurance Coverage. Lessee shall bear the risk of loss by fire, theft, or other casualty of any of its business equipment or fixtures, inventory, or business-personal property, or personal or other contents brought upon the Leased Premises. Lessee shall procure and maintain a policy of tenant's liability insurance against public liability arising from the operation of the business, products liability, liquor liability, the condition of the Leased Premises, and for Lessee's negligence in causing damage or destruction of the Leased Premises, in an amount not less than One Million Dollars (\$1,000,000.00) per person, and One Million Dollars (\$1,000,000.00) per occurrence. Lessee will name as additional insureds "the City of Bethlehem and its officers and employees" on such insurance policies. A certificate of insurance naming the City as "certificate holder" only is non-compliant. Lessee also shall produce proof of Workers' Compensation insurance or proof of no employees for which such insurance is otherwise statutorily required. Lessee shall furnish to the City's Bureau of Law any certificates of insurance required by this Agreement in a form satisfactory to the City evidencing all such required insurance coverages prior to the execution of this Agreement, and shall be responsible for providing up-to-date certificates each year during the Term. Lessee shall provide updated certificates of insurance as the City Solicitor may direct in order to confirm that coverage is ongoing in the manner required by this Agreement. The certificates of insurance shall require thirty (30) days' written notice to the City before the policy of insurance required hereunder can be altered or canceled.

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30. Indemnification of City. Except as set forth herein, Lessee shall indemnify, defend, save and hold harmless the City and its officers and employees from and against all suits or claims that may be based upon any damage or injury or death, to any person or property that may occur, or that may be alleged to have occurred, in the course of Lessee's use and possession of the Leased Premises by Lessee or any persons appearing on or within the Leased Premises or any structures found therein, regardless of whether such claims be made by an owner, officer, principal, employee, or a contractor or its employees of the Lessee, or by any third party or sublessee. Lessee shall, at Lessee's own expense, pay all charges of attorneys, and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City and/or its officers and/or its employees in any such action, or actions, Lessee, at Lessee's own expense, shall satisfy and discharge the same. This paragraph shall not apply to require indemnification by Lessee for any liability, claims, suits, etc., attributable solely to the negligence or intentional conduct of the City. Nothing in this paragraph shall be interpreted as a waiver or relinquishment by the City of its rights, protections, and immunities under the Pennsylvania Subdivision Tort Claims Act, 42 Pa. C.S. § 8541 et seq, said rights, protections, and immunity being expressly reserved.
31. Environmental Protection / Energy Conservation / Compliance with Law. Lessee must at all times incorporate best management practices in Lessee's operations as it relates to environmental protection and energy conservation. The best management practices would include full and complete compliance with state and/or local regulatory and/or non-regulatory guidelines for the management of, but not limited to, recycling, soil pollution, erosion control, energy saving applications, energy conservation, and use of environmentally friendly products. Lessee shall fully and completely comply with all ordinances, policies, rules and/or regulations of the City of Bethlehem, and all state and federal laws, rules and regulations pertaining to the Leased Premises utilized herein and the uses thereof, and shall obtain all required permits. The City shall have the authority to enforce the ordinances of the City and laws of the Commonwealth of Pennsylvania at the Leased Premises during the Term of this Agreement.
32. Personal Property. Lessee shall be solely responsible for the safety and security of its personal property, and any damage or loss to items of personalty shall be the sole and exclusive responsibility of Lessee.
33. Removal of Personalty. At the termination of this Agreement, Lessee shall remove all of its personal property from the Leased Premises and return the Leased Premises to its condition existing at the commencement of this Agreement, or better. On termination, if Lessee fails to return the Leased Premises to its condition existing at the commencement of this Agreement or better, Lessee agrees to pay to the City on demand all costs incurred by the City to return and restore the Leased Premises to its original condition. The Lessee shall remove all personalty from the Leased Premises prior to the termination of this Agreement, and in the event of failure to do so, the City shall impose a charge on Lessee for same.
34. Amendment, Waiver, and Modification. The terms of this Agreement may not be amended, waived, or modified except by agreement in writing duly executed by the parties. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity. The acceptance by the City of any late rent at any time after the same

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shall become due or the City's failure, delay, silence or inaction to enforce any of the rights or the penalties granted under this Agreement shall not in any way be asserted or enforceable by Lessee against the City as a waiver of the right to enforce the Agreement and any of its terms and remedies.

35. Default by Lessee. If Lessee shall fail to pay rent, or any other sum including, but not limited to, any debt, tax or utility owed to the City or any of its agencies when due, or shall remove or attempt to remove from the Leased Premises during the Term of this Agreement, or any extension thereof, or shall break or evade or violate or attempt to break or evade or violate any of the covenants or restrictions set forth in this Agreement, and, except as set forth below, said condition of default shall continue for ten (10) days following written notice thereof from the City to Lessee, the City, in addition to all other remedies provided by law, may:

- (a) declare immediately due and payable and in arrears (i.e. accelerate) payment of the entire unpaid balance of the rent for the unexpired portion of the current term hereof, together with all other charges and expenses agreed herein to be paid by Lessee, together with any and all consequential damages caused by Lessee's default; and may
- (b) terminate this Agreement; and may
- (c) pursue the Confession of Judgment actions allowed under this Agreement.

Notwithstanding the foregoing, and in light of past history, any violation of compliance with the Evans Street Parking Lot – Parking Lot Improvement Plan dated 04/03/2019, including but not limited to the provision for handicap parking as located and set forth therein, shall be deemed an immediate default with no 10-day cure provision, thereby immediately entitling the City, in City's sole and absolute discretion, to any and all remedies set forth herein, and including, but not limited to immediate termination of all access to the Leased Premises permanently, or for a period of time to be determined by the City in its sole and absolute discretion.

36. Removal of Goods. Any business property or equipment removed from the Leased Premises either before or after the termination of this Agreement while any overdue portion of the said rent remains unpaid shall remain liable to distress for such rent for the period of thirty (30) days after removal of such business property or equipment, the same as though they remained on the Leased Premises.
37. Assignment for Benefit of Creditors. If Lessee shall be sold out at a Sheriff's or Constable's Sale, or make any assignment for the benefit of creditors, or commit any act of bankruptcy whatsoever, then the rent for the balance of the current term shall at once become due and payable, as if by the terms of this Agreement it were all payable in advance and may be collected by distress or otherwise, and shall be paid in full from the proceedings of any such assignment, sale or bankruptcy proceedings, any law, usage or custom to the contrary notwithstanding.
38. Prohibited Uses. Lessee shall not use or occupy, nor permit the Leased Premises or any part thereof to be used or occupied, for any unlawful business, use, or purpose, deemed disreputable or hazardous, nor for any purpose or in any manner which is in violation of any present or future governmental laws or regulations.
39. Governing Law, Venue and Limitation of Actions. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its

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principles on conflict of laws. The exclusive venue for resolution of all disputes, claims and actions shall be the Court of Common Pleas of Northampton County, Pennsylvania, only. Any and all civil actions by Lessee against the City pertaining to this Agreement and/or anything related thereto shall be subject to the following time limitation: civil actions must be commenced within six (6) months of the end of the event, it being the intent of the parties that this provision shall supersede any inconsistent statutory limitation period. This limitation of action provision shall not however apply to any civil actions by the City against Lessee.

40. Integration. This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matters addressed in it, and supersedes all prior or contemporaneous agreements, understandings, and representations, oral and written, with respect to those subject matters.
41. Severability/Modification. The provisions of this Agreement are fully severable. Therefore, if any provision of this Agreement is for any reason determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any of the remaining provisions. Furthermore, any invalid or unenforceable provisions shall be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or, if such provision cannot under any circumstances be modified or restricted, it shall be excised from the Agreement without affecting the validity or enforceability of any of the remaining provisions. The parties agree that any such modification, restriction or excision may be accomplished by their mutual written agreement or, alternatively, by disposition of a court of competent jurisdiction.
42. Notices. Any notice under this Agreement must be in writing and must be sent by first class mail or delivered to the address of the party to whom the notice is to be given, as designated by such party in writing. The City hereby designates the City's address as:

Director of Community and Economic Development
City of Bethlehem
10 East Church Street
Bethlehem, PA 18018.

Lessee hereby designates Lessee's address as:

Peron Pierce, LLC
Attn: _____
60 W. Broad Street, Suite 210
Bethlehem, PA 18018.

43. Limitation on Damages. In the event of any claims, disputes, actions or arbitrations, by Lessee against the City, Lessee waives and relinquishes any and all claims for consequential damages, punitive damages, damages for delay and damages for acceleration.
44. Assignment and Sublease.
- (a) Lessee may not assign its interest under this Agreement, nor may Lessee sub-let the Leased Premises, without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion. A change of stock ownership, membership interest, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an

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assignment hereunder. Any assignment or sublease that is entered into by Lessee shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto, and Lessee shall remain fully responsible for the performance of all duties and obligations of it under this Agreement.

- (b) By this Agreement, the City approves the assignment of Lessee's interest under this Agreement and approves the sublease of the Leased Premises to Brewery contingent upon Brewery's agreement and consent to be bound by all the terms, conditions, and provisions of this Agreement to the same extent as Lessee (including, without limitation, the provisions of this Agreement concerning indemnification and the securing and proof of insurance coverage by Lessee) such agreement and consent to be effectuated by Brewery's execution of this Agreement. Lessee's assignment of interest and sublease to Brewery shall not operate as an assignment of Lessee's duties and obligations to the City under this Agreement to Brewery. Lessee shall remain fully responsible for the performance of all duties and obligations of it under this Agreement, and Lessee and Brewery agree that any breach of this Agreement by Brewery may be enforced against either or both Lessee or Brewery. Lessee assumes responsibility and liability under this Agreement for the conduct, actions, and failures to act of Brewery as its sublessee. Any sublease between Lessee and Brewery shall be in writing, and Lessee shall furnish a copy of any such sublease to the City within five (5) days of the execution thereof. If any amendments or modifications are made to such sublease, such amendments or modifications shall be in writing, and Lessee shall furnish a copy of the sublease, with amendments and/or modifications, to the City within five (5) days of the execution thereof.

45. Applicable Laws. During the Term, Lessee, at its sole costs and expense, shall maintain the Leased Premises in compliance with all applicable laws, statutes, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect.

46. Confession of Judgment for Liquidated Damages and Losses.

LESSEE HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR THE PROTHONOTARY OF THE COURT OF COMMON PLEAS OF NORTHAMPTON COUNTY, PENNSYLVANIA, TO APPEAR AT ANY TIME FOR LESSEE AFTER A DEFAULT UNDER THIS AGREEMENT AND UPON COMPLAINT FILED, CONFESS OR ENTER JUDGMENT AGAINST LESSEE FOR THE ENTIRE PRINCIPAL BALANCE OF THIS AGREEMENT AND ALL ACCRUED INTEREST, LATE CHARGES AND ANY AND ALL AMOUNTS EXPENDED OR ADVANCED BY THE CITY RELATING TO THIS AGREEMENT AND ANY COLLATERAL SECURING THIS AGREEMENT, TOGETHER WITH COSTS OF SUIT, AND AN ATTORNEY'S COMMISSION OF FIVE PERCENT (5%) OF THE UNPAID PRINCIPAL BALANCE AND ACCRUED AND ACCRUING INTEREST AT FIVE PERCENT PER ANNUM (5% ANNUALLY) BUT IN ANY EVENT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00) ON WHICH JUDGMENT OR JUDGMENTS ONE OR MORE EXECUTIONS MAY ISSUE IMMEDIATELY; AND FOR SO DOING, THIS AGREEMENT OR A COPY OF THIS AGREEMENT VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED IN THIS AGREEMENT TO CONFESS JUDGMENT AGAINST LESSEE SHALL NOT BE EXHAUSTED BY ANY EXERCISE OF THAT AUTHORITY BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL PAYMENT IN FULL OF ALL AMOUNTS DUE UNDER THIS

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AGREEMENT. LESSEE HEREBY WAIVES ANY RIGHT IT MAY HAVE TO NOTICE OR TO A HEARING IN CONNECTION WITH ANY SUCH CONFESSION OF JUDGMENT AND STATES THAT EITHER A REPRESENTATIVE OF THE CITY SPECIFICALLY CALLED THIS CONFESSION OF JUDGMENT PROVISION TO LESSEE'S ATTENTION OR LESSEE HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL. LESSEE HEREBY ACKNOWLEDGES AND AGREES THAT ITS REASONABLE EXPECTATION WITH RESPECT TO THE AUTHORIZATION GRANTED PURSUANT TO ANY WARRANT OF ATTORNEY OR POWER OF ATTORNEY HEREUNDER, IS THAT THE CITY OR ITS ATTORNEY MAY CONFESS JUDGMENT AS SET FORTH HEREIN, SEEK TO FORECLOSE ON COLLATERAL AND TAKE ALL OTHER ACTIONS WITH RESPECT TO THE EXERCISE OF CITY'S RIGHTS HEREUNDER. LESSEE HEREBY WAIVES ALL OTHER DUTIES OF THE CITY THAT MAY ARISE UNDER 20 Pa. C.S.A. § 5601.3(b). LESSEE HEREBY REMISES, RELEASES, AND FOREVER DISCHARGES, AND WAIVES ALL CLAIMS, CAUSES OF ACTION AND ANY OTHER RIGHTS AGAINST THE CITY AND ITS LEGAL REPRESENTATIVES, AGENTS, EMPLOYEES, SERVANTS, SUCCESSORS IN INTEREST, AND ASSIGNS OF AND FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, FEES, AND COSTS, SUMS OF MONEY, RIGHTS, CAUSES OF ACTION, OBLIGATIONS AND LIABILITIES OF ANY KIND OR NATURE WHATSOEVER INCLUDING ATTORNEYS' FEES, ARISING UNDER OR RELATING TO ANY DUTIES OF AN AGENT UNDER 20 Pa. C.S.A. § 5601.3 OR OTHERWISE UNDER PENNSYLVANIA LAW.

47. Confession of Judgment in Ejectment and to Relinquish Possession.

IN THE EVENT OF DEFAULT BY LESSEE HEREUNDER, AND TERMINATION OF THIS AGREEMENT BY LESSOR UNDER PARAGRAPH 35 ABOVE, OR UPON THE TERMINATION OF THIS AGREEMENT, THE CITY MAY CAUSE JUDGMENT IN EJECTMENT TO BE ENTERED AGAINST LESSEE FOR POSSESSION OF THE LEASED PREMISES, AND FOR THAT PURPOSE, LESSEE DOES HEREBY AUTHORIZE AND EMPOWER THE CITY, OR ANY PROTHONOTARY, CLERK OF COURT OR ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR LESSEE AND CONFESS JUDGMENT AGAINST LESSEE IN EJECTMENT FOR POSSESSION OF THE LEASED PREMISES, AND LESSEE AGREES THAT A WRIT OF POSSESSION PURSUANT THERETO MAY ISSUE FORTHWITH. LESSEE FURTHER AGREES THAT, IF FOR ANY REASON WHATSOEVER AFTER THE COMMENCEMENT OF SAID ACTION, THE SAME SHALL BE TERMINATED AND POSSESSION OF THE LEASED PREMISES SHALL REMAIN IN OR BE RESTORED TO LESSEE, THE CITY SHALL HAVE THE RIGHT, AT ANY SUBSEQUENT TIME WHEN OCCASION SHALL ARISE, TO CAUSE THE ENTRY OF SUCCESSIVE JUDGMENTS BY CONFESSION IN EJECTMENT FOR POSSESSION OF THE LEASED PREMISES. LESSEE AGREES THAT THIS AGREEMENT OR A TRUE AND CORRECT COPY THEREOF SHALL BE SUFFICIENT AUTHORIZATION AND WARRANT TO CONFESS JUDGMENT AND FOR THE ISSUANCE OF A WRIT OF POSSESSION PURSUANT THERETO. LESSEE HEREBY WAIVES ANY AND ALL NOTICES REQUIRED BY ANY ACT OF ASSEMBLY CONCERNING NOTICES TO QUIT, TO RELINQUISH POSSESSION AND VACATE THE PREMISES.

(12-02-2021 ed.)

48. Survival. The provisions of the Agreement relating to indemnification shall survive any termination of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination of this Agreement shall also survive such termination.
49. Captions. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.
50. Records. Throughout the Term of this Agreement or any extension thereof, Lessee shall maintain financial accounting records in accordance with generally accepted accounting principles and available at all reasonable times to the City for inspection, review and audit.
51. “As Is” Condition. The Leased Premises are leased to Lessee in their as-is condition, the City making no warranties whatsoever regarding the same.
52. City Council Approval. This Agreement is subject to approval by resolution adopted by Bethlehem City Council and shall not be valid or enforceable absent such approval notwithstanding execution by a party or by the parties before Council’s approval.
53. Department of Conservation and Natural Resources Contingency. This Agreement’s effectiveness is contingent upon the Pennsylvania Department of Conservation and Natural Resources releasing or agreeing not to enforce any conservation easements or restrictive covenants burdening the Leased Premises.
54. Damage to Leased Premises by Fire. In the case of damage by fire or any other casualty to the Leased Premises or any improvements thereon, when not caused by Lessee’s carelessness, use or operations, if the damage is so extensive as to amount practically to the total destruction of the Leased Premises or any improvements thereon, Lessee shall have the option to terminate this Agreement, in which case the rent shall be apportioned to the time of the damage. In no case shall the City be required to make repairs or restore the Leased Premises or any improvements thereon that are damaged or destroyed by fire or other casualty unless such damage or destruction was caused by the negligent or intentional conduct of the City.
55. Termination. In addition to any other provision of this Agreement setting forth the circumstances under which this Agreement shall terminate, this Agreement shall terminate (a) upon the termination of any sublease between Lessee and Brewery for Brewery’s use of the Leased Premises; and (b) upon the termination of the lease between Lessee and Brewery for Brewery’s use of the Benefited Property.

[SIGNATURES TO FOLLOW]

(12-02-2021 ed.)

IN WITNESS WHEREOF, and intending to be legally bound hereby, Lessee and the City, have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

PERON PIERCE, LLC

Secretary

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

Certificate of Insurance Naming "City of Bethlehem And Its Officers and Employees" Has Been Provided: Yes/No
(NOTE: THIS CONTRACT WILL NOT BE PROCESSED FOR SIGNATURE BY CITY UNLESS REQUIRED CERTIFICATE OF INSURANCE HAS BEEN PROVIDED!!)

ATTEST:

COUNTRY CLUB BREWING LLC d/b/a COUNTRY CLUB BREWING

Secretary

By: _____ (SEAL)

Name: _____

Title: _____

Date: _____

Certificate of Insurance Naming "City of Bethlehem And Its Officers and Employees" Has Been Provided: Yes/No
(NOTE: THIS CONTRACT WILL NOT BE PROCESSED FOR SIGNATURE BY CITY UNLESS REQUIRED CERTIFICATE OF INSURANCE HAS BEEN PROVIDED!!)

ATTEST:

CITY OF BETHLEHEM

George H. Yasso, City Controller

Date: _____

By: _____ (SEAL)

J. William Reynolds, Mayor

Date: _____

The within Agreement is certified to be needed, necessary and appropriate.

By: _____

Laura Collins,
Director of Community & Economic
Development

(12-02-2021 ed.)

EXHIBIT A

METES AND BOUNDS LEGAL DESCRIPTION OF LEASED PREMISES

ALL THAT CERTAIN tract or parcel of land situate on the East side of Pierce Street and North of the intersection with Evans Street in the City of Bethlehem, Northampton County and the Commonwealth of Pennsylvania, being more fully bounded and described as follows to wit:

BEGINNING at a point located on the Easterly right-of-way line of Pierce Street (40' wide);

1. Thence along said easterly right-of-way of Pierce Street, North 05°09'15" West a distance of 4.67 feet to a point

Thence in and through lands of the City of Bethlehem (PID P6SE1B/11/1 0204E) the following three (3) courses and distances:

1. North 84°52'56" East a distance of 9.77 feet to a point;
2. North 35°46'08" East a distance of 20.73 feet to a point;
3. North 85°00'07" East a distance of 26.04 feet to a point;
4. Thence continuing through said lands of the City of Bethlehem and through lands of Peron Pierce LLC (PID P6SE1B/17/4 0204), South 05°11'26" East a distance of 16.68 feet to a point;
5. South 80°42'00" West a distance of 49.53 feet to the **POINT AND PLACE OF BEGINNING.**

CONTAINING: 656 Square Feet or 0.0151 Acres.