

ADDENDUM TO AGREEMENT OF SALE

EFFECTIVE DATE: [ March 27, 2023 ]

PROPERTY: 1472 Roth's Church Road, Jackson Township, York County, PA (Portion of Parcel 33000GF0064000000)

SELLER: Spring Grove Area School District

BUYER: YMCA of the Roses, formerly known as Young Men's Christian Association of York and York County d/b/a YMCA of York County

DATE OF AGREEMENT: May 9, 2022

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This Addendum is attached to and made a part of the Agreement for the Sale of Commercial Real Estate between Buyer and Seller, which is dated May 9, 2022 but effective as of the date hereof (the "**Agreement**"). The Buyer and Seller, intended to be legally bound, agree that the following terms shall be a part of and incorporated into the Agreement:

Buyer and Seller hereby amend the May 9, 2022 Agreement of Sale to change the Buyer Entity name from "Young Men's Christian Association of York and York County d/b/a YMCA of York County" to "YMCA of the Roses."

Section 2) of the Agreement shall be deleted in its entirety and replaced with the following:

*"2) PROPERTY: Seller hereby agrees to sell and convey to Buyer a to-be-created condominium unit or units consisting of the building that housed the former Spring Grove Middle School, located at 1472 Roth's Church Road, Spring Grove, in Jackson Township, York County, Pennsylvania 17362, EXCEPTING THEREFROM the Seller Unit described herein which shall be retained by Seller. The Property DOES NOT include the land on which the building is situate. The parties, by creation of the condominium unit, shall obtain a separate tax parcel number for the Property to be conveyed pursuant to this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that the parties may decide to pursue a planned community or other structure substantially similar to a condominium, and in such case all references to such condominium herein will be interpreted to mean such planned community or other similar ownership structure."*

Section 4)c) shall be deleted in its entirety and replaced with the following:

*"4) SALE CONTINGENCIES...*

*c) The sale to the Buyer shall be subject to the Buyer and Seller creating a condominium pursuant to the Pennsylvania Uniform Condominium Act (the "**Condominium**"). The Condominium shall be comprised of two (2) Units, as follows: (1) a portion of the building to be used by the Seller for administrative, maintenance/mechanical and/or technology services, consisting of 16,000 square*

*feet, more or less (the “**Seller Unit**”), to be retained by Seller, and (2) the remainder of the Building (the “**Buyer Unit**”), to be conveyed to Buyer. Buyer and Seller shall mutually agree to the terms of the Declaration of such Condominium (“**Declaration**”), which shall provide for at least the following:*

*i) The Declaration shall provide for Buyer and Seller to equitably apportion expenses for all Common Elements of the Condominium, reasonably crediting Seller for services it provides, such as regular building and facilities maintenance and routine repairs, pest control and other building and facilities services. For purposes of the Declaration, the term “regular building and facilities maintenance and routine repairs” shall mean those activities that are regularly provided by the Sellers’ facilities staff on a daily basis and repairs that may be made by such staff in 1 hour or less or those repairs that exceed \$100.00 to complete.*

*ii) The Declaration will provide that the Condominium Association shall be responsible for maintenance and repair of structural elements (walls, roof, etc.) and the major building systems (HVAC, plumbing, and electrical). Seller will be responsible to maintain and repair all interior areas of the Seller Unit and Buyer shall be responsible for all interior areas of the Buyer Unit.*

*iii) The Declaration shall provide for Seller’s use of the gym that is located within the Buyer Unit upon at least 48 hours’ notice, provided that the gym is not otherwise scheduled for use or needed for Buyer’s activities in Buyer’s reasonable discretion. Seller shall use its best efforts to make use of its own athletic facilities and/or gym(s) before requiring use of the Buyer’s gym. The Declaration shall provide for the cooperative scheduling of this facility, provided that the Buyer shall have first priority to use the facility for scheduled events.*

*The cost of creating the Condominium shall be shared equally by Buyer and Seller.”*

In addition to the Sale Contingencies listed in Section 4 of the Agreement (as amended by this addendum), the Buyer’s obligation to purchase the Property is expressly contingent on:

- (i) Seller actually obtaining a separate tax parcel number for the Property to be conveyed pursuant to this Agreement;
- (ii) Buyer obtaining any needed zoning approvals required for its project;
- (iii) Buyer and Seller negotiating a mutually satisfactory easement (the “**Easement**”) (1) to access the Property across the lands of the Seller, (2) for parking on the lands of the Seller, and (3) for use of the Seller’s recreational facilities. Such Easement shall

be in written, recordable form to provide Buyer with unlimited access to the Property, containing, at a minimum the following provisions:

- a. Seller shall grant to the Buyer an easement for the use by Buyer, and Buyer's tenant, subtenants, staff, business invitees and visitors, of parking areas adjacent to their respective Units.
  - b. The Easement shall include provision for traffic flows during the school day and scheduled school events.
  - c. The Easement shall also grant access to Buyer, Buyer's tenants, subtenants, staff, business invitees and visitors of the various motor vehicle access drives and pedestrian walkways located on Seller's property.
  - d. The Easement shall provide for Buyer and Seller to equitably apportion expenses for maintenance of these areas by Seller, such as snow plowing/removal, and maintenance and repair of access drives, parking areas, and sidewalks.
  - e. The Easement shall provide for Buyer's use of the Seller's grounds and athletic facilities upon at least 48 hours' notice. The Easement shall provide for the cooperative scheduling of those facilities, provided that the Buyer shall have first priority to use the facilities for scheduled events.
- (iv) Buyer obtaining a RACP (Redevelopment Assistance Capital Program) Grant in an amount of not less than \$4,200,000;
  - (v) Buyer obtaining an approved land development plan and building permit for construction of the intended improvements, if required by Jackson Township;
  - (vi) Seller and Buyer obtaining a Voluntary Agreement between Buyer, as an institution of purely public charity, the Seller and all local taxing authorities, as political subdivisions, to ensure that the Property be considered wholly tax-exempt on and after the Closing; and
  - (vii) Buyer's Board of Directors approving the closing on the purchase of the Property.

Notwithstanding anything to the contrary in the Agreement, Settlement is to be made within thirty (30) days of the satisfaction of all contingencies set forth in the Agreement and this Addendum, or at such other time as mutually agreed upon by the parties. If the contingencies set forth in this Agreement and the Addendum have not been satisfied by June 30, 2023, either party will have the right to terminate this Agreement.

Notwithstanding anything to the contrary in the Agreement, written acceptance of the parties must be obtained by March 31, 2023 or this Agreement automatically becomes null and void.

All other terms and conditions of the said agreement shall remain unchanged and in full force and effect.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Effective Date set forth above.

BUYER:

**YMCA OF THE ROSES**

By: \_\_\_\_\_  
Larry Richardson, President/CEO

Attest: \_\_\_\_\_  
Justin Tomevi, Secretary

Date: \_\_\_\_\_, 202\_\_

SELLER:

**SPRING GROVE AREA SCHOOL DISTRICT**

By: \_\_\_\_\_  
Rachel Rohrbaugh  
President – Board of School of Directors

Attest: \_\_\_\_\_  
Mark Czapp, Secretary

Date: \_\_\_\_\_, 202\_\_