

**LEGAL NOTICE
REAL ESTATE BIDS WANTED**

Sealed bids for the purchase of a parcel of real estate are being accepted by Shrewsbury Township. The property is located in Shrewsbury Township and is identified as Tax Parcel Number 45-000-DI-0060.00-00000 (“Real Estate”). The Real Estate is being sold AS IS. Sealed bids must be received no later than 3:00 p.m. on Monday, August 1, 2022 at the Shrewsbury Township Municipal Building, 11505 Susquehanna Trail South, Glen Rock, Pennsylvania 17327. The bids will be publicly opened and read at 3:00 p.m. on Wednesday, August 3, 2022 at the Shrewsbury Township Municipal Building, 11505 Susquehanna Trail South, Glen Rock, Pennsylvania 17327. All bids must be sealed and plainly marked “Attention: Todd Zeigler, Shrewsbury Township Property Bid”. The bid award, if any, will take place on Wednesday, August 3, 2022 at the regularly scheduled Shrewsbury Township meeting to be held at 7:00 p.m. in the Shrewsbury Township Municipal Building, 11505 Susquehanna Trail South, Glen Rock, PA 17327. Specification packets, proposal forms, additional information and descriptions of the property can be obtained by contacting Todd Zeigler, Shrewsbury Township Secretary, at (717) 235-3011, Extension 106 during normal business hours. The bids shall be made on a designated proposal form that can be obtained from Shrewsbury Township. The Real Estate is sold subject to all the Specifications and Conditions stated in both the Specifications For Sale of Real Estate Owned by Shrewsbury Township and Conditions of Sale of Real Estate. All bidders shall carefully review these documents. The successful bidder shall be required to pay in full the purchase price for the Real Estate within 60 days of acceptance of the bid. The successful bidder shall be required to pay all costs of transfer of the Real Estate, except for the cost of the preparation of the deed. These costs may include but are not limited to, title search, title insurance, title certification, survey costs, recording fees, notary fees, tax certification costs and taxes. Each bid or proposal must be accompanied by certified bank or cashier’s check payable to Shrewsbury Township in an amount of not less than 10% of the amount of the bid. The Township reserves the right to reject any and all bids. Additionally, the Township reserves the right to waive any technical and legal deficiencies or irregularities of the bids and to accept any bid that it believes to be in the best interest of the Township. No bidder may withdraw a bid for a period of 45 days after the date set for opening thereof.

SHREWSBURY TOWNSHIP

By: Timothy J. Bupp, Esq.
Solicitor

Advertise one (1) time
On the following date:

June 28, 2022

Proof of Publication and bill to:
Shrewsbury Township
Attn: Todd Zeigler, Manager
11505 Susquehanna Trail South
Glen Rock, PA 17327
(717) 235-3011, Ext. 106

CONDITIONS OF SALE OF REAL ESTATE

1. Shrewsbury Township ("Seller") is selling the Real Estate described as set forth in the attached Exhibit "A" ("Real Estate"). If any Purchaser desires a description on the basis of actual survey, the costs of any survey shall be paid for by the Purchaser. The Real Estate is being sold in its "AS IS" condition.
2. The highest responsible bidder shall be declared the Purchaser, subject to the Seller's right to reject any and all bids. At Seller's discretion in the event of a dispute among bidders, the Real Estate being bid upon shall be withdrawn and offered again for sale at the last mentioned bid. One open bid is reserved.
3. Taxes will be prorated on a fiscal year basis to the date of settlement.
4. The Purchaser shall be required to pay all costs of the transfer of the Real Estate, except for the cost of the preparation of the deed. These costs may include but are not limited to, title search, title insurance, title certification, survey costs, septic inspection for transfer, filing fees, notary fees, tax certification costs and all transfer taxes.
5. All risk of loss by fire, storm, wind or other acts of God after acceptance of a bid by the Township shall be the risk of the Purchaser and there shall be no obligation upon the Seller to keep the Real Estate insured, although the Purchaser shall have the benefit of any insurance which may be upon the Real Estate until settlement.
6. As soon as the successful bid is awarded, the Purchaser will be required to sign these Conditions of Sale and to pay 10% of bid price toward the purchase price **in certified check or cashier's check**. The Purchaser shall be required to pay the balance

of the purchase money by certified check within sixty (60) days hereafter at the office of CGA Law Firm, 135 North George Street, York, Pennsylvania 17401, or other site agreeable to Seller, at which time a Deed to the Real Estate, using the description from the attached Exhibit "A", shall be delivered to the purchaser, conveying a fee simple title to the Real Estate with **SPECIAL WARRANTY**, free and clear of all liens and encumbrances, excepting as applicable existing restrictions, applicable zoning ordinances, subdivision ordinances, any rights of any adjoining property owners, and variations in the Real Estate dimensions due to variations in dimension of road adjoining the Real Estate. Time shall be of the essence.

7. Purchaser has had the right to inspect the Real Estate, and either has inspected the Real Estate or waives the right to do so. The Purchaser agrees to purchase the Real Estate as a result of this inspection or the waiver of the right to inspect, and not because of any reliance upon any representation made by Seller or any representation of Seller's agents. The Purchaser agrees to purchase the Real Estate in its present condition. Seller makes no warranty whatsoever concerning the condition of said Real Estate. **THE PURCHASER HEREBY WAIVES ANY WARRANTIES ARISING BY OPERATION OF LAW.**

8. Seller will retain possession of the Real Estate until January 31, 2023. Possession of the Real Estate shall be delivered to Purchaser on February 1, 2023.

9. If any Purchaser fails to comply with these Conditions of Sale, he shall forfeit all monies paid on account of the purchase price and such additional sum of money as will

fully compensate Seller upon a resale of the Real Estate at either public or private sale with or without notice to the Purchaser thereof; or the Seller, at Seller's option, may secure by appropriate action the specific performance of the contract. If for any reason title as provided in Paragraph 6 cannot be given by Seller to Purchaser, Purchaser shall have the option of taking such title as Seller can give, without abatement of price, or of being repaid all monies paid on account by purchaser to Seller and there shall be no further liability on the part of the Seller.

IN WITNESS WHEREOF, the undersigned have caused these Conditions of Sale to be executed this ____ day of _____ 2022.

Attest:

By: _____
Arthur Rutledge, Chairman of Board
Board of Supervisors

_____, hereby acknowledge(s) that he/she/they have become the Purchaser(s) of certain real estate from SHREWSBURY TOWNSHIP, more particularly described in Exhibit "A" attached, for the sum of _____ (\$ _____) Dollars and that the sum of _____ (\$ _____) Dollars has been paid down by the Purchaser(s) by way of a deposit to the CGA LAW FIRM, the receipt whereof is hereby acknowledged and that the foregoing Conditions of Sale shall be taken as the terms of Agreement for the Purchaser(s) respectively in all things.

WITNESS our hands and seals the day and year first above written.

Witness:

_____ (SEAL)
Purchaser

_____ (SEAL)
Purchaser

EXHIBIT A
LEGAL DESCRIPTION

ALL the following described tract of land with the improvements thereon erected, situate, lying and being in **Shrewsbury Township, York County, Pennsylvania**, being more particularly described as follows:

BEGINNING at a point marked by an iron pin located on the northeastern side of Legislative Route 127, also known as the Old Susquehanna Trail, at a corner of lands now or formerly of James W. Keiser, said iron pin being located twenty-five (25) feet from the center line of said Old Susquehanna Trail; thence along lands now or formerly of James W. Keiser, North fifty (50) degrees, thirty-five (35) minutes East, a distance of three hundred thirty-one and forty-three one-hundredths (331.43) feet to a point marked by an iron pipe; thence by lands now or formerly of Anton & O'Shea, South fifty-five (55) degrees, forty (40) minutes East, a distance of two hundred forty-nine and ninety one-hundredths (249.90) feet to a point marked by an iron pipe; thence along lands now or formerly of James A. Carey, and passing through an iron pipe offset thirteen and thirty-four one-hundredths (13.34) feet from the northeastern side of Legislative Route 127, also known as the Old Susquehanna Trail, South fifty (50) degrees, forty-one (41) minutes West, a distance of four hundred one and seventy-one one-hundredths (401.71) feet to a point along the northeastern side of the Old Susquehanna Trail; thence along the Old Susquehanna Trail, North thirty-nine (39) degrees, twenty (20) minutes West, a distance of two hundred thirty-nine and twenty-two one-hundredths (239.22) feet to a point marked by an iron pipe, being the point and place of BEGINNING. Containing 2.016 acres of land, more or less; the foregoing description being in accordance with a survey prepared by Joseph W. Shaw, Registered Surveyor, dated July 7, 1982.

BEING the same premises which United Tote Company, by Deed dated December 20, 2006, and recorded January 2, 2007, in the Recorder of Deeds Office, York County, Pennsylvania, in Record Book 1865, Page 5150, granted and conveyed unto Shrewsbury Township.

UNDER AND SUBJECT, to an Agreement of Lease dated November 26, 2001, between United Tote Company and Shipley Family Limited Partnership, a Memorandum of which is recorded in Land Record Book 1466, Page 4338, and to the rights of any subtenants under such Agreement of Lease, including a right of first refusal as set forth therein. Acceptance of this Deed by Grantees constitutes a

covenant and agreement binding upon Grantee, its successors and assigns and enforceable by Shipley Family Limited Partnership, its successors and assigns, which is an intended beneficiary of the forgoing covenant and restriction whereby Grantee assumes all obligations of Grantor under the said Agreement of Lease, including said right of first refusal.

SPECIFICATIONS FOR SALE OF REAL ESTATE OWNED BY SHREWSBURY TOWNSHIP

1. Subject Real Estate.

Tax Parcel No. 45-000-DI-0060.00-00000, also known as 11505 Susquehanna Trail South – Deed Book 1865, Page No. 5150. See attached Deed for legal description which is marked as Exhibit “A”.

A portion of the real estate is currently leased to Shipley Family Limited Partnership which lease shall continue through November 27, 2026. A copy of said Lease is attached herein as Exhibit “B”.

The sale of the real estate is subject to Shipley Family Limited Partnership’s Right of First Refusal which is governed by the aforesaid Lease. A copy of said Right of First Refusal is attached herein as Exhibit “C”.

2. Bidders Instructions.

The bid shall be made on the proposal form which is included in the bid specifications packet, which proposal form shall require that payment in full of the purchase price be made within 60 days of acceptance of the bid. All bids must be sealed and plainly marked “Attention: Todd Zeigler, Shrewsbury Township Property Bid” and must be submitted to Todd Zeigler at the Shrewsbury Township Municipal Building, 11505 Susquehanna Trail South, Glen Rock, Pennsylvania 17327, no later than 3:00 p.m. on August 1, 2022.

Each bid or proposal must be accompanied by cash, certified bank or cashier’s check, payable to Shrewsbury Township in an amount not less than 10% percent of the amount of the bid.

The Township reserves the right to reject any and all bids at its discretion for any reason including if such bids are deemed to be less than the fair market value of the Real Estate. Additionally, the Township reserves the right to waive any technical and legal deficiencies or irregularities of the bids and to accept any bid that it believes to be in the best interest of the Township. No bidder may withdraw a bid for a period of 45 days after the date set for opening thereof.

3. Explanation to Bidders.

Any explanation regarding the meaning or interpretation of the specifications or other contract documents must be requested in writing from the Township Solicitor, Timothy Bupp, CGA Law Firm, 135 N. George St., York, PA 17401 with sufficient allowance of time for receipt of a reply prior to the time of bid opening. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be

furnished to all bidders, who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding.

4. Representations.

Each bidder, by submitting a bid, represents that:

- a. He/She is financially solvent and can provide the funds necessary to purchase.
He/She has read and understands these Specifications and the Conditions of Sale.

5. Condition of Real Estate.

Shrewsbury Township makes no warranties or other representations as to the condition of the Real Estate. The Real Estate is being sold AS IS.

6. Terms of Payment.

The successful bidder shall be required to pay in full the purchase price for the Real Estate within 60 days of the acceptance of the bid. The successful bidder shall be required to pay all purchaser's normal costs of the transfer of the Real Estate, except for the cost of the preparation of the deed. These costs may include but are not limited to, title search, title insurance, title certification, survey costs, filing fees, notary fees, tax certification costs and all realty transfer taxes.

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EXHIBIT "A"

YORK COUNTY
ASSESSMENT OFFICE



0636088

File No. 100605-07

Parcel ID No. 45-DI-60
11505 Susquehanna Trail South

This Indenture, made the 20th day of December, 2006.

Between

^R
UNITED TOTE COMPANY, a Montana Corporation, with offices at 5901 De Soto
Avenue, Woodland Hills, California 91367

(hereinafter called the Grantor), of the one part, and

^E
SHREWSBURY TOWNSHIP, a Second Class Township, with offices at 12341
Susquehanna Trail South, Glen Rock, Pennsylvania 17327,

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of **Six Hundred Fifteen Thousand Dollars 00/100 (\$615,000.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and/or assigns,

ALL the following described tract of land with the improvements thereon erected, situate, lying and being in **Shrewsbury Township, York County, Pennsylvania**, being more particularly described as follows:

BEGINNING at a point marked by an iron pin located on the northeastern side of Legislative Route 127, also known as the Old Susquehanna Trail, at a corner of lands now or formerly of James W. Keiser, said iron pin being located twenty-five (25) feet from the center line of said Old Susquehanna Trail; thence along lands now or formerly of James W. Keiser, North fifty (50) degrees, thirty-five (35) minutes East, a distance of three hundred thirty-one and forty-three one-hundredths (331.43) feet to a point marked by an iron pipe; thence by lands now or formerly of Anton & O'Shea, South fifty-five (55) degrees, forty (40) minutes East, a distance of two hundred forty-nine and ninety one-hundredths (249.90) feet to a point marked by an iron pipe; thence along lands now or formerly of James A. Carey, and passing through an iron pipe offset thirteen and thirty-four one-hundredths (13.34) feet from the northeastern side of Legislative Route 127, also known as the Old Susquehanna Trail, South fifty (50) degrees, forty-one (41) minutes West, a distance of four hundred one and seventy-one one-hundredths (401.71) feet to a point along the northeastern side of the Old Susquehanna Trail; thence along the Old Susquehanna Trail, North thirty-nine (39) degrees, twenty (20) minutes West, a distance of two hundred thirty-nine and twenty-two one-hundredths (239.22) feet to a point marked by an iron pipe, being the point and place of BEGINNING. Containing 2.016 acres of land, more or less; the foregoing description being in accordance with a survey prepared by Joseph W. Shaw, Registered Surveyor, dated July 7, 1982.

BEING the same premises which Shipley Family Limited Partnership, by Deed dated November 26, 2001, and recorded November 27, 2001, in the Recorder of Deeds Office, York County, Pennsylvania, in Record Book 1466, Page 4341, granted and conveyed unto United Tote Company, GRANTOR HEREIN.

UNDER AND SUBJECT, to an Agreement of Lease dated November 26, 2001, between Grantor and Shipley Family Limited Partnership, a Memorandum of which is recorded in Land Record Book 1466, Page 4338, and to the rights of any subtenants under such Agreement of Lease, including a right of first refusal as set forth therein. Acceptance of this Deed by Grantees constitutes a covenant and agreement binding upon Grantee, its successors and assigns and enforceable by Shipley Family Limited Partnership, its successors and assigns, which is an intended beneficiary of the foregoing covenant and restriction whereby Grantee assumes all obligations of Grantor under the said Agreement of Lease, including said right of first refusal.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said grantor, as well at law as in equity, of, in and to the same.


To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

And the said Grantor, for itself and its successors, does, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor, and its successors and assigns, will specially warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

In Witness Whereof, the party of the first part has caused its common and corporate seal to be affixed to these presents by the hand of its Officer, and the same to be duly attested. Dated the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

UNITED TOTE COMPANY

By:  (SEAL)
Name: Gary Sebule
Title: Chief Financial Officer

State of California ss
County of Los Angeles

AND NOW, this 20th day of December, 2004, before me, the undersigned Notary Public, appeared Gary Sproule, who acknowledged himself/herself to be the CEO (title) of **UNITED TOTE COMPANY**, a corporation, and he/she, as such CEO (title) being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as CEO (title).

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



Margarett Duran
Notary Public
My commission expires May 7, 2010

The address of the above-named Grantee is:
**12341 SUSQUEHANNA TRAIL SOUTH
GLEN ROCK, PA 17327**

Peter D. Solymos
On behalf of the Grantee

File No. **100605-07**

Record and return to:
**Griffith, Strickler, Lerman, Solymos
110 S. Northern Way
York, PA 17402**

File Griffith, Strickler

3413

LPI-45-OI-60

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YORK COUNTY
ASSESSMENT OFFICE



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ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this "Assignment") is made and entered into as of the 19th day of December, 2006, by and between UNITED TOTE COMPANY, a Montana Corporation, having a principal place of business at 5901 De Soto Avenue, Woodland Hills, California 91367, (hereinafter "Assignor") and SHREWSBURY TOWNSHIP, a Second Class Township, with offices at 12341 Susquehanna Trail South, Glen Rock, Pennsylvania 17327 ("Assignee") and SHIPLEY FAMILY LIMITED PARTNERSHIP, a Pennsylvania Limited Partnership, with offices at 415 Norway Street, P.O. Box 1509, York, Pennsylvania 17405 ("Tenant")

WITNESSETH:

WHEREAS, Assignor has this day conveyed to Assignee certain real property situate in Shrewsbury Township, York County, Pennsylvania, with an address of 11505 Susquehanna Trail South, Glen Rock, Pennsylvania, more particularly described in "Exhibit A" attached hereto and made a part hereof, together with all improvements thereon (the "Real Property"); and

WHEREAS, the Real Property is subject to a certain Agreement of Lease dated November 26, 2001, between Assignor, as Landlord and Tenant and evidenced by a Memorandum of Lease dated November 26, 2001 and recorded November 27, 2001 in the Recorder of Deeds Office, York County, Pennsylvania in Record Book 1466, Page 4338; and

WHEREAS, in conjunction with the conveyance of the Real Property, Assignor has agreed to assign all its right, title and interest in and to the Lease to Assignee, and Assignee has agreed to assume and perform Assignor's liabilities and obligations arising under the Lease on and after the date hereof, all in accordance with this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

- a. **Assignment.** Assignor hereby assigns, transfers, conveys, sets over and delivers to Assignee, all of Assignor's right, title and interest as the Landlord in and to the Lease, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Lease.
- b. **Assumption.** Assignee does hereby accept, assume and agrees to be bound by all the terms, conditions, liabilities and obligations which are the responsibility of Assignor under the Lease and all terms and conditions of all related easements and ancillary agreements, which arise, are incurred, or are required to be performed from and after the date of transfer.
- c. **Assignor's Indemnity.** Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligations, demand,

defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorney's fees or costs (including those related to appeals) of any nature whatsoever (collectively "Losses and Liabilities"), that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignor prior to the transfer of the property.

- d. **Assignee's Indemnity.** Assignee shall indemnify, defend and hold harmless Assignor, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligations, demand, defense, judgment, suite, proceeding, disbursement or expense, including reasonable attorney's fees or costs (including those related to appeals) of any nature whatsoever that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignee subsequent to the transfer of the property.
- e. **Further Assurances.** The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to the Assignment.
- f. **Default.** Assignor represents and warrants unto Assignee that as of the transfer of the property, Assignor is not in default under the Lease, and all of the rents payable by Tenant to Assignor under the Lease have been duly paid and acknowledged.
- g. **Counterparts.** This Assignment may be executed by the parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document.
- h. **Tenant Acknowledgement.** The undersigned, the Tenant under the above described Lease, hereby consents to the assignment of the Lease, and the assumption by Assignee of all of the duties, liabilities and obligations under the Lease on all of the terms and conditions set forth therein. The Tenant acknowledges that the Lease is in good standing, that all rents, additional rents and other amounts due and payable, pursuant to the Lease, have been paid in full to the date hereof and that Assignor nor the Tenant are in breach of their obligations under the Lease. The Tenant further agrees to release the Assignor from all duties, liabilities and obligations under the Lease from and after the date herein, or such later date as the assignment and assumption take place (the "Closing Date"), including without limitation all obligations for rental payments due on or after the Closing Date.
- i. **Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.
- j. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

ATTEST:

UNITED TOTE COMPANY

BY: [Signature]
Name: DANIEL T. PERINI
Title: Assistant General Counsel

BY: [Signature]
Name: Gary Sprau
Title: Chief Financial Officer

ATTEST:

SHREWBURY TOWNSHIP

BY: _____
Name: _____
Title: _____

BY: Earl W. Schuckman
Name: EARL W. SCHUCKMAN
Title: CHAIRMAN BOS

ATTEST:

SHIPLEY FAMILY LIMITED PARTNERSHIP

BY: _____
Name: _____
Title: _____

BY: _____
Name: _____
Title: _____

COMMONWEALTH/STATE OF California :
COUNTY OF Los Angeles : ss

On this 20th day of December, 2006, before me, the subscriber, a Notary Public in and for said Commonwealth/State and County, personally appeared Gary Sprau, who acknowledged her/himself to be the CEO of United Tote Company, a Montana Corporation, and that ~~she~~ he as such CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by her/himself as CEO.

WITNESS my hand and notarial seal the day and year aforesaid.



Margaret Duran
Notary Public
My Commission Expires: May 7, 2010

COMMONWEALTH\STATE OF _____ :
: SS
COUNTY OF _____ :

On this _____ day of _____, 2006, before me, the subscriber, a Notary Public in and for said Commonwealth\State and County, personally appeared _____, who acknowledged her\himself to be _____ of Shipley Family Limited Partnership, a _____, and that she\he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Partnership by her\himself as _____.

WITNESS my hand and notarial seal the day and year aforesaid.

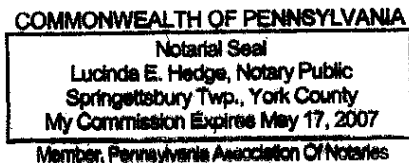
Notary Public
My Commission Expires:

COMMONWEALTH\STATE OF PA :
: SS
COUNTY OF York :

On this 21st day of December, 2006, before me, the subscriber, a Notary Public in and for said Commonwealth\State and County, personally appeared Earl W. Schueckman, who acknowledged ~~her~~ himself to be the Chairman of the Board of Supervisors of Shrewsbury Township, a Municipality, and that ~~she~~ he as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Municipality by ~~her~~ himself as Such Officer.

WITNESS my hand and notarial seal the day and year aforesaid.

Lucinda E. Hedge
Notary Public
My Commission Expires:



IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

ATTEST:

UNITED TOTE COMPANY

BY: _____
Name: _____
Title: _____

BY: _____
Name: _____
Title: _____

ATTEST:

SHREWBURY TOWNSHIP

BY: _____
Name: _____
Title: _____

BY: _____
Name: _____
Title: _____

ATTEST:

SHIPLEY FAMILY LIMITED PARTNERSHIP

BY: [Signature]
Name: R. C. Borden Jr.
Title: Exec VP.

BY: [Signature]
Name: W. S. Shipley Jr.
Title: GP

COMMONWEALTH\STATE OF _____ :

COUNTY OF _____ : SS

On this ____ day of _____, 2006, before me, the subscriber, a Notary Public in and for said Commonwealth\State and County, personally appeared _____, who acknowledged her\himself to be the _____ of United Tote Company, a _____, and that she\he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by her\himself as _____.

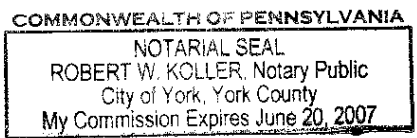
WITNESS my hand and notarial seal the day and year aforesaid.

Notary Public
My Commission Expires:

COMMONWEALTH/STATE OF Pennsylvania :
COUNTY OF York : SS

On this 19th day of December, 2006, before me, the subscriber, a Notary Public in and for said Commonwealth/State and County, personally appeared William Shipley III, who acknowledged her/himself to be general partner of Shipley Family Limited Partnership, a limited partnership, and that she/he as such general partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Partnership by her/himself as general partner.

WITNESS my hand and notarial seal the day and year aforesaid.



[Signature]
Notary Public
My Commission Expires:

COMMONWEALTH/STATE OF _____ :
COUNTY OF _____ : SS

On this _____ day of _____, 2006, before me, the subscriber, a Notary Public in and for said Commonwealth/State and County, personally appeared _____, who acknowledged her/himself to be the _____ of Shrewsbury Township, a _____, and that she/he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Municipality by her/himself as _____.

WITNESS my hand and notarial seal the day and year aforesaid.

Notary Public
My Commission Expires:

File 6⁶ Britton Strickler

EXHIBIT "C"
RIGHT OF FIRST REFUSAL