

RESOLUTION NO. 18-2012

Harrisburg Redevelopment Authority

WHEREAS, SAN-PEF, Inc. has submitted a proposal for renovating 1701 N. 3rd Street, the "Property"); and

WHEREAS, the Redevelopment Authority of the City of Harrisburg ("Authority") owns the Property, and has designated SAN-PEF, Inc. the Potential Developer in **Resolution No. 7-2012**, and

WHEREAS, plans have progressed to the level that staff has recommended that SAN-PEF, Inc., be designated as the Developer of the Property.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Authority of the City of Harrisburg that (A) SAN-PEF, Inc., is hereby designated as Developer of the Property, and (B) the Executive Director and proper Officers of the Board of Directors of the Authority are hereby authorized to execute a standard Special Warranty Deed, Redevelopment Contract, Quit Claim Deed, and related documents with the Developer for the conveyance of the Property, contingent upon the following conditions being met:

- A. The Property shall be developed as eight residential apartments and 1st floor commercial space.
- B. The final financial commitment, development plans, construction schedule, and construction budget shall be approved by staff of the Authority prior to settlement and shall be in compliance with all applicable local regulations, including but not limited to, the building, planning, zoning and affirmative action regulations of the City of Harrisburg.
- C. The sale price shall be eighty-three thousand dollars (\$83,000.00).
- D. Settlement shall occur within 45 days from the date of satisfying all items listed in B, above, and within 12 months of the date of this Resolution.
- E. Construction shall commence within 30 days from the date of settlement, and shall be completed within 12 months from the date of settlement.
- F. The Property shall remain subject to all real estate taxes in perpetuity, regardless of whether the use qualified for an exemption from the same under any applicable law.
- G. The Property shall be subject to re-capture by the Quit Claim Deed if Developer does not abide by the terms of the Redevelopment Agreement.
- H. Such other conditions that the staff of the Authority and its solicitor deem reasonable and appropriate.
- I. All other terms and conditions of **Resolution No. 7-2012** not in conflict herewith shall remain in full force and effect.

12-18-12

Date

Harold Dunson

Secretary