

RESOLUTION NO. 5-2022
Harrisburg Redevelopment Authority

WHEREAS, in Resolution 28-2021, the Harrisburg Redevelopment Authority of the City of Harrisburg (“Authority”) authorized **Christopher/Erica Bryce and Harrisburg Commercial Interiors and Associates, Inc** (“DEVELOPER”) as the Designated Developer for the sixty-seven (67) parcels in the MarketPlace Townhome neighborhood as more fully described on their 2 August 2021 Proposal (all in the City of Harrisburg and collectively, the “Property”); and

WHEREAS, the DEVELOPER has formed **Midtown Redevelopment, LP**, with its principal office at 2901 N. Front Street, Harrisburg, PA 17110, to be the ownership entity for the Property; and

WHEREAS, the Authority has negotiated term and conditions for the sale of the Property; and

WHEREAS, the Developer is agreeable to those terms and conditions, as more fully set forth in the attached Redevelopment Contract (Exhibit A).

NOW, THEREFORE, BE IT RESOLVED that the Redevelopment Authority of the City of Harrisburg hereby approves and authorizes (A) the appropriate Officers to Execute the attached Redevelopment Contract (Exhibit A) with Midtown Redevelopment, LP and (B) in accordance with the Redevelopment Contract, as Land Development Plans are approved, the proper Officers of the Board of Directors of the Authority are hereby authorized to execute a standard Special Warranty Deed, Quit Claim Deed, and all necessary documents for the conveyance of the parcels in said Land Development Plan to Developer, contingent upon the following conditions being met:

- A. The Property shall be developed as Residential and Residential/Commercial mixed-use building(s), and related site improvements including off-street parking.
- B. Consideration for the Property shall be \$435,500, plus developer shall pay all Authority’s closing costs, including but not limited to the 2% transfer tax, in accordance with the terms set forth in the attached Redevelopment Contract.
- C. **DEVELOPER** 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.
- D. **DEVELOPER** shall have secured all financing necessary to construct and complete the improvements described within its 2 August 2021 Proposal.
- E. Settlement may occur at any time subject to all terms and conditions of the Redevelopment Contract.
- 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 Contract.
- H. Such other conditions that the staff of the Authority and its solicitor deem reasonable and appropriate.

2/16/22

Date



Secretary

EXHIBIT A

REDEVELOPMENT CONTRACT

THIS REDEVELOPMENT CONTRACT is made on or as of the _____ day of _____, 2022, by and between the

REDEVELOPMENT AUTHORITY OF THE CITY OF HARRISBURG, a public body corporate (which, together with any successor public body of officer hereafter designated by or pursuant to law, is hereinafter called "AUTHORITY"), with principal address as 10 North Second Street, P.O. Box 2157, Harrisburg, Pennsylvania.

AND

Midtown Redevelopment, LP with its principal office at 2901 N. Front Street, Harrisburg, PA 17110 (hereinafter referred to as the "DEVELOPER").

WHEREAS, the AUTHORITY acquired and has offered to sell, and the DEVELOPER is willing to purchase, certain parcels of real property located in the City of Harrisburg, as more fully set forth and described on the deed to which this Contract is attached and made a part hereof and to cause redevelopment, by construction of improvements, to the property or properties (hereinafter referred to as "PROPERTY") for residential, and related reuse purposes, and for new construction of **Mixed-Use Commercial/Retail and Apartments; and Single-Family Residential Houses**; and

WHEREAS, the AUTHORITY has received a formal redevelopment proposal, dated August 2021, from the DEVELOPER to complete new construction of Mixed-Use Commercial/Retail and Apartments; and Single-Family Residential Houses, together with related site improvements (collectively the 'Improvements');

WHEREAS, by Resolution No. 28-2021, the AUTHORITY voted to approve the DEVELOPER's formal redevelopment proposal with consideration being \$435,000, plus payment of all closing costs including, but not limited to, the 2% transfer tax.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SECTION 1. SALE: PURCHASE PRICE.

Subject to all the terms, covenants and conditions of the Contract, the AUTHORITY will convey the PROPERTY to the DEVELOPER, and the DEVELOPER will purchase the PROPERTY from the AUTHORITY and pay therefore, an aggregate amount **Four-Hundred Thirty-Five Thousand Five Hundred and 00/100 Dollars (\$435,000.00)**, hereinafter called "Purchase Price", to be paid in cash or by cashier certified or title escrow check.

The payment schedule shall be as follows:

- (A) Initial Payment. An initial payment of \$261,750, which sum includes the amount of \$20,000 which was previously deposited with the AUTHORITY.
- (B) Payment of \$2,600/lot as each phase of the land development plan is approved in accordance with the Development Schedule Addendum (Addendum A).

SECTION 2. CONVEYANCE OF PROPERTY.

- (A) Form of Deed. The AUTHORITY shall convey to the DEVELOPER title in fee simple to the PROPERTY, by SPECIAL WARRANTY DEED hereinafter called "Deed", for the lots that appear in each phase of the various land development plans for this redevelopment project upon final approval of each said land development plan. The conveyance and title shall, in addition to all other conditions, covenants and restrictions set forth or referred to elsewhere in the Contract, be subject to:
 - (1) Such easements as it shall have been necessary for the AUTHORITY to dedicate or grant, or shall be necessary at the time of the conveyance for the AUTHORITY to reserve, for itself or for future dedication or grant, for sewers, drains, water and gas distribution lines, electric, telephone installations and other public or private utilities and facilities.
 - (2) Easements or servitudes apparent from an inspection of the premises, and any variation in location or dimensions, conflict with lines of adjoining property, encroachments, project or other matters which might be disclosed by an accurate survey of the PROPERTY.
 - (3) Any reservations, restrictions, limitations, conditions or agreements set forth in the chain of title.
 - (4) Zoning ordinances of the City.
- (B) Time and Place for Delivery of Deeds. The DEVELOPER shall pay the Initial Payment (referenced in Section 1(A)) on or before March 31, 2022. The AUTHORITY shall deliver the Deed and possession of the PROPERTY to the DEVELOPER at settlement in accordance with the Development Schedule Addendum (Addendum A) and Section 6(A). Conveyance shall be made at a location mutually acceptable to the parties and the DEVELOPER shall accept such conveyance and pay the Purchase Price to the AUTHORITY.
- (C) Title Insurance. The DEVELOPER shall be responsible for the cost of any title insurance which may be necessary for its own purposes.
- (D) Realty Transfer Taxes and Miscellaneous Costs. The DEVELOPER shall be responsible for the payment of all Authority closing costs, including but not limited to realty transfer taxes, attorneys' fees, as well as any costs in connection with

recordation of Deed.

SECTION 3. CONDITION OF THE PROPERTY

The PROPERTY which is the subject of this Contract shall be conveyed "as is". The DEVELOPER has inspected the same and agrees to accept the PROPERTY in its present condition and not in reliance of any representation or statement of the AUTHORITY.

SECTION 4. DEVELOPMENT DESCRIPTION

New construction of the required Improvements shall be undertaken by the DEVELOPER as Mixed-Use Commercial/Retail and Apartments; and Single-Family Residential Houses, together with related site improvements, as more fully described in DEVELOPER's Proposal, submitted in August 2021 and approved by the AUTHORITY in **Resolution 28-2021**.

SECTION 5. PLANS AND SPECIFICATIONS

The Improvements shall be completed by the DEVELOPER in general conformance, less any captured efficiencies, with Land Development Plan(s) approved by the Authority, and subsequently recorded with the Dauphin County Recorder of Deeds. Additionally, if required, Building Specifications to be approved by the Authority prior to the start of construction of the Improvements which will be incorporated as if fully set forth herein, Development Budget and Construction Cost Estimates on file with the Authority and incorporated as if fully set forth herein, the planning, zoning and building codes of the City and any other applicable local, State or Federal laws and regulations.

Any Improvements, not in general conformity with the requirements indicated in this Section and elsewhere in this Contract, shall be removed immediately, upon notification from the AUTHORITY, and be replaced with Improvements in general conformity with the requirements in this Section and elsewhere in this Contract at the DEVELOPER's sole cost and expense.

SECTION 6. DEVELOPMENT SCHEDULE AND EXPENDITURES

The construction of the Improvements required by this conveyance, shall be in accordance with the following:

(A) Development Schedule for this Conveyance.

The Development Schedule is attached hereto as Addendum A and incorporated by reference herein.

(B) Development Expenditures.

The DEVELOPER shall construct the Improvements in general conformance

within the costs and amounts specified in the estimated Development Budget and Construction Cost Estimates which have been received by the AUTHORITY, and in full compliance with all federal, state, and local regulations pertaining to the sources of cash for the Improvements and with financing as submitted to the Authority.

(C) Other Requirements.

- (1) As a condition of the execution of this Contract, the DEVELOPER has furnished evidence satisfactory to the AUTHORITY that the DEVELOPER has the financial ability to undertake and complete the development of the PROPERTY to be conveyed with this Contract.
- (2) The DEVELOPER agrees to use its best efforts to protect the PROPERTY from vandalism and thievery during the period from the date of conveyance of the PROPERTY to the date of occupancy.
- (3) The DEVELOPER agrees to obtain all necessary building permits from the City's Bureau of Codes Enforcement prior to the construction of the Improvements.
- (4) The DEVELOPER agrees not to occupy, or have occupied, any newly constructed structure on the PROPERTY until the City's Bureau of Codes Enforcement issues a Certificate of Occupancy certifying that that structure is safe, sanitary and suitable for occupation.
- (5) The DEVELOPER agrees to have all electrical, heating and plumbing work undertaken at the PROPERTY, accomplished by licensed tradesmen, under permits issued by the City's Bureau of Codes Enforcement.
- (6) The DEVELOPER agrees to carry throughout the term of this Contract General Liability and Builder's Risk Insurance, or substitute insurance reasonably acceptable to the AUTHORITY, on the PROPERTY in an amount and form reasonably acceptable to the AUTHORITY, naming the AUTHORITY and the City of Harrisburg as additional insureds, as their interest may appear.
- (7) The DEVELOPER agrees to use its best efforts to notify and allow the AUTHORITY and the City's Department of Building and Housing Development to participate in regularly scheduled development progress meetings and allow the AUTHORITY and the City's Department of Building and Housing Development to inspect construction progress. Additionally, the DEVELOPER shall provide the AUTHORITY with monthly progress and construction reports. The reports shall be in such detail as may reasonably be requested by the AUTHORITY, as to the actual progress of the DEVELOPER with respect to the Improvements.

- (8) The DEVELOPER shall meet all local standards and ordinances, designed to minimize problems caused to the neighborhood by the construction of the Improvements, including but not limited to problems of: 1) noise, dust and debris; 2) traffic and parking congestion; 3) temporary utility disconnections; -4) construction work hours; and 5) abutting construction, etc.
- (9) The DEVELOPER shall perform regular property maintenance, snow removal, grass cutting, and debris removal for all MarketPlace lots contracted for under this Redevelopment Contract, regardless of whether title for said lots has been conveyed to DEVELOPER. If the DEVELOPER fails to perform regular property maintenance, the AUTHORITY shall provide a forty-eight (48) hour notice to correct, after which the AUTHORITY will order the maintenance and bill DEVELOPER for the cost, plus \$250 overhead/fee charge for each incident.
- (10) The DEVELOPER shall be responsible for any damage to any private property, or water or sewer line, or newly paved or constructed or reconstructed street including alleys, or any street lights, or street trees, or curbs and sidewalks, which damage was caused by the DEVELOPER'S construction activities pursuant to this Contract.
- (11) Should the AUTHORITY or The City of Harrisburg provide onsite work related to the Improvements, including but not limited to demolition, sidewalks, curbs, water & sanitary service, street trees, and street lights, the DEVELOPER agrees to allocate funds from the sources of cash to pay for this work.
- (12) The DEVELOPER agrees that in the event:
 - (a) the PROPERTY is not Improved in general conformity with the Improvements referred to in Section 5 herein; or
 - (b) the DEVELOPER fails to commence the construction of the Improvements within the time period specified in the Developer Schedule (Addendum A) referenced in paragraph (A), subparagraph 1 of this Section; or
 - (c) the DEVELOPER fails to proceed with the construction of the Improvements so that the same will be completed in accordance with the time period specified in the Developer Schedule (Addendum A) referenced in paragraph (A), subparagraph 1 of this Section; or
 - (d) the DEVELOPER assigns any interest in the PROPERTY without the prior written approval of the AUTHORITY (which may be withheld except for purposes of financing as approved in advance

by the AUTHORITY), and the matters described in this sub-section are not cured within forty-five (45) days after the Authority has given written notification to the developer of a violation, then the AUTHORITY shall have to right to re-enter and take possession of the PROPERTY, and title and all rights and interests shall revert to the AUTHORITY in accordance with Section 16.

SECTION 7. RIGHTS OF ACCESS TO PROPERTY.

- (A) Right of Entry for Utility Service. The AUTHORITY reserves for itself, the City of Harrisburg, and any public utility company, as may be appropriate, the unqualified right to enter upon the PROPERTY at all reasonable times for the purpose of reconstructing, maintaining, repairing or servicing the public utilities located within the PROPERTY boundary lines and provided for in the easements described or referred to in Section 2, subparagraph A (1) and (2).
- (B) No Construction Over Utility Easements. The DEVELOPER, its successors and assigns shall not construct any building or other structure or improvement on, over or within the boundary lines of any easement for public utilities described or referred to in Section 2, unless such construction is provided for in such easement or has been approved by the City of Harrisburg and the appropriate public utility company. Furthermore, the DEVELOPER, its successors and assigns shall not commence any underground excavation or site preparation without first having notified and received verification of the location of public utilities from both of the following:
- (1) Pennsylvania One Call System, Inc. (1-800-242-1776) for electric, gas, telephone and cable lines; and
 - (2) Harrisburg City Engineer (717-255-3091) for City electric, water, sewer and steam lines.
- (C) Access to PROPERTY. After the conveyance of the PROPERTY by the AUTHORITY, the DEVELOPER, its successors and assigns agree to permit periodic inspections by the AUTHORITY and various City Departments, upon reasonable notice providing for a mutually convenient time, for a determination by the AUTHORITY and those Departments as to whether reasonable, satisfactory progress, as defined by the AUTHORITY, is being made by the DEVELOPER, its successors and assigns in improving the PROPERTY.

SECTION 8. COMMENCEMENT AND COMPLETION OF CONSTRUCTION OF IMPROVEMENTS.

The DEVELOPER agrees for itself, its heirs, successors and assigns, and every successor in interest to the PROPERTY, or any part thereof, that the DEVELOPER, and its heirs, successors and assigns, shall promptly begin and diligently complete the redevelopment of the PROPERTY

Redevelopment Contract: MarketPlace

through the construction of the Improvements thereon and that the construction of the Improvements shall in any event have begun and have been completed within the period specified herein. It is intended and agreed that these agreements and covenants shall be covenants running with the land, binding for the benefit of the community and the AUTHORITY, and enforceable by the AUTHORITY and/or the City of Harrisburg against the DEVELOPER and its successors and assigns to or of the PROPERTY or any part thereof or any interest therein.

SECTION 9. CERTIFICATES OF COMPLETION

Promptly after the completion of the construction of the Improvements (together with related site improvements and on-site parking) in accordance with this Contract, the DEVELOPER, its successors and assigns shall arrange for final inspections of the Improvements with the AUTHORITY and the City's Bureau of Codes Enforcement. Upon determination that the Improvements have been completed in full compliance with applicable building codes of the City of Harrisburg, the Land Development Plans, the Building Specifications, and the other requirements of this Contract, the AUTHORITY will furnish an appropriate instrument so certifying (together with related site improvements and on-site parking) when the construction of the Improvements are totally completed. The certification by the AUTHORITY shall be a conclusive determination of satisfaction of the Contract only insofar as the DEVELOPER's obligations to construct the Improvements and the dates for the beginning and completion thereof. The certification by the AUTHORITY does not release the DEVELOPER from the remaining terms of this Agreement. The certification shall be in such form as will enable it to be recorded. If the AUTHORITY refuses or fails to provide the certification, the AUTHORITY shall, within five (5) business days after written request, provide a written statement indicating in adequate detail how the DEVELOPER has failed to complete the construction of the Improvements in general conformity with the applicable building codes of the City, the Land Development Plans, the Building Specifications, this Contract, or other default, and what measures or acts will be necessary, in the opinion of the AUTHORITY, for the DEVELOPER to take or perform in order to obtain the certification.

SECTION 10. RESTRICTIONS ON USE.

The DEVELOPER agrees for itself and its heirs, successors and assigns, and every successor in interest to the PROPERTY, or any part thereof, that the DEVELOPER, and its heirs, successors and assigns shall:

- (A) Devote the PROPERTY for the following permitted uses:
 - 1) **Mixed-Use Commercial/Retail and Apartments; and Single-Family Residential Houses, together with related site improvements.**
- (B) Not discriminate upon the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, handicap or disability or the use of guide or support animals, marital status, familial status, sexual preference/orientation, or gender identity, in the sale, lease, or rental or in the use or occupancy of the PROPERTY or in any

Improvements located or to be erected thereon, or any part thereof.

- (C) Abide by the provision that the PROPERTY, or any part thereof, including any building presently, or hereafter erected thereon SHALL REMAIN SUBJECT TO ALL REAL ESTATE TAXES IN PERPETUITY, REGARDLESS OF WHETHER THE USE QUALIFIES FOR AN EXEMPTION FROM THE SAME, except for any phase in or abated real estate taxes that the DEVELOPER might be eligible to receive for new construction and rehabilitation completed under and in accordance with the regulations of the LERTA Program.

SECTION 11. COVENANTS: BINDING UPON SUCCESSORS IN INTEREST: PERIOD OF DURATION

It is intended and agreed that the covenants, until extinguished in accordance with the terms of this Agreement, provided in this Contract shall be covenants running with the land, binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by the AUTHORITY, its heirs, successors and assigns, the CITY, and any other successor in interest to the PROPERTY, or any part thereof, against the DEVELOPER, its heirs, successors and assigns, and every successor in interest to the PROPERTY or any part thereof or any interest therein, and any party in possession or occupancy of the PROPERTY or any apart thereof. It is further intended and agreed that the covenant provided in Section 10 shall remain in effect without limitation as to time.

SECTION 12. PROHIBITION AGAINST TRANSFER OF PROPERTY.

The DEVELOPER has not made or created, and shall not, prior to the completion of the Improvements as certified by the AUTHORITY, make or suffer to be made any sale, assignment, conveyance, lease or transfer in any other form of or with respect to this Contract, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of the AUTHORITY. In the event of any proposed assignment, conveyance or transfer, the DEVELOPER shall give the AUTHORITY thirty (30) days prior written notice of its request to assign, convey or transfer. Section 6(c)(10)(d) is incorporated herein as if more fully set forth.

SECTION 13. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the completion of the Improvements as certified by the AUTHORITY, except for the financing described in Section 6, if any, neither the DEVELOPER nor any successor in interest to the PROPERTY shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the PROPERTY, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the PROPERTY. Subsequent to the issuance of the final Certificate of Completion, the DEVELOPER (or successor in interest) shall notify the AUTHORITY of any encumbrance or lien that has been created on or attached to the PROPERTY, within thirty (30) days of receipt of notice of such encumbrance or lien by the DEVELOPER.

SECTION 14. REMEDIES.

- (A) In General. In the event of any material default in or breach of this Contract, or any of its terms or conditions, by the DEVELOPER, or its successors or assigns, the DEVELOPER shall, upon written notice from the AUTHORITY, proceed immediately to cure or remedy such default or breach within forty-five (45) days after receipt of such notice. If the default or breach cannot be cured within forty-five (45) days and the DEVELOPER is diligently pursuing such cure, the AUTHORITY shall extend the time to cure for a reasonable period as is necessary. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied, the AUTHORITY may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations or proceeding by the AUTHORITY to revest title in the AUTHORITY as set forth herein.
- (B) Revesting Title. In the event that subsequent to conveyance of the PROPERTY to the DEVELOPER or its successors and assigns and prior to completion of construction of the Improvements as certified by the AUTHORITY, the DEVELOPER materially defaults in or breaches its obligations under this Contract and the default or breach is not cured or remedied as set forth in subparagraph A of this Section, then the AUTHORITY shall have the right to re-enter and take possession of the PROPERTY or any remaining part thereof still in ownership by the DEVELOPER, and to terminate and revest in the AUTHORITY the estate, or any remaining part thereof still in ownership by the DEVELOPER, conveyed by the Deed to the DEVELOPER. Revesting of said title shall occur by the filing of a Quit Claim Deed; provided, that such revesting of title in the AUTHORITY shall not defeat, render invalid or limit in any way (a) the lien of any mortgage authorized by this Contract. Simultaneously with the execution of this Contract, the DEVELOPER shall execute a Quit Claim Deed in favor of the AUTHORITY which shall be held in escrow by the AUTHORITY, until such time as the final Certificate of Completion is issued to the DEVELOPER as set forth in Section 9. The Quit Claim Deed to the AUTHORITY shall be recorded only in the event the AUTHORITY revests title to the PROPERTY as set forth herein. The AUTHORITY shall provide releases from the Quit Claim Deed with each Certificate of Completion on a lot-by-lot basis as set forth above.

SECTION 15. RESALE OF RE-ACQUIRED PROPERTY: DISPOSITION OF PROCEEDS.

Upon the revesting in the AUTHORITY of title to the PROPERTY or any part thereof as provided herein, the AUTHORITY shall use its best efforts to resell or otherwise convey the PROPERTY (subject to such mortgage liens and leasehold interests) as soon and in such manner as set forth herein. Said resale or conveyance shall be consistent with the objectives of applicable law and of the regulations of the City of Harrisburg to a qualified and responsible party or parties (as determined by the AUTHORITY) who will assume the obligation of making or completing the construction of the Improvements or such other Improvements in their stead as shall be satisfactory

to the AUTHORITY and in accordance with the uses specified for such PROPERTY or part thereof in the regulations of the City and this Contract. Upon such resale of the PROPERTY, the proceeds thereof shall be applied as follows:

- (A) First, to satisfy mortgage liens against the PROPERTY authorized by this Contract.
- (B) Second, to reimburse the AUTHORITY for all reasonable costs and expenses incurred by the AUTHORITY, including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the PROPERTY or part thereof inclusive of attorney's fees; all taxes, assessments, and water and sewer charges with respect to the PROPERTY and part thereof; any payments made or necessary to be made to discharge any encumbrances or liens due to obligations, defaults or acts of the DEVELOPER, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the PROPERTY or part thereof; any expenditures made by the AUTHORITY to maintain the PROPERTY and protect the PROPERTY from vandalism and thievery from the period of default by the DEVELOPER to completion of the resale of the PROPERTY; and any amounts otherwise owing the AUTHORITY by the DEVELOPER and its successors or transferees all costs associated with the construction of water and sewer laterals paid by the City of Harrisburg; and
- (C) Third, the DEVELOPER'S actual costs for land acquisition, and other direct out of pocket construction costs all as documented and proven to the AUTHORITY; and
- (D) Fourth, any balance remaining shall be retained by the AUTHORITY as its property.

SECTION 16. CONFLICT OF INTEREST: AUTHORITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

No member, official, or employee of the AUTHORITY shall have any personal interest, direct or indirect, in this Contract, nor shall any such member, official or employee participate in any decisions relating to this Contract which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the AUTHORITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the AUTHORITY or the City of Harrisburg or for any amount which may become due to the DEVELOPER or successor or on any obligation under the terms of this Contract.

SECTION 17. SPECIAL PROVISIONS.

- (A) Every contract for construction, installation, alteration, repair, or addition, or other

improvements to the Property shall include the following:

Mechanic's Lien Preclusion. Contain a provision obligating the contractor to promptly pay for all material, labor, rental for equipment and services rendered by public utilities in or in connection with the construction of Improvements on, in or about the Property, notwithstanding that said material, labor, rental of equipment and services become component parts of the Improvements contemplated. Such provision shall be deemed to be included for the benefit of every person, partnership or corporation, who as a subcontractor or otherwise has furnished material, supplied or performed labor, rented equipment or supplied services in or in connection with the construction of the Improvements, and the inclusion thereof in any contract shall preclude the filing of any mechanic's lien claim for such material, labor or equipment rental by such persons, partnerships or corporations. To implement this provision all contractor(s), subcontracts, and material suppliers shall be required to execute at the time of payment for services rendered a Waiver of Lien for all work completed and material supplied up to the date of payment. Copies of the Waivers of Liens shall be provided to AUTHORITY. DEVELOPER shall take all actions necessary to prevent the filing of a mechanic's or material's lien.

- (B) The obligations under this Contract shall be solely those of the DEVELOPER and shall not be enforced against any of the partners of the DEVELOPER.

SECTION 18. EQUAL EMPLOYMENT OPPORTUNITY.

The DEVELOPER, for itself and its heirs, successors and assigns, agrees that during the construction of the Improvements provided for in this Contract:

- (A) It will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, place of birth, sex, age, handicap or disability or the use of guide or support animals, marital status, familial status or sexual preference/orientation. The DEVELOPER will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, national origin, place of birth, sex, age, handicap or disability or the use of guide or support animals, marital status, familial status or sexual preference/orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (B) The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, national origin, place of birth, sex, age, handicap or disability or the use of guide or support animals, marital status, familial status, sexual preference/orientation or gender identity.

- (C) The DEVELOPER shall comply with all local, state and federal requirements, including, but not limited, to, all reporting requirements.

SECTION 19. AFFIRMATIVE ACTION

DEVELOPER shall use its best efforts to meet the City of Harrisburg's Participation construction goals as set forth in Ordinance 2-903 City of Harrisburg, PA Affirmative Action Cooperation Plan: § 2-903.9. Developer shall provide a M/W/DBE plan to meet these goals.

SECTION 20. PROVISIONS INCORPORATED INTO DEED.

The provisions of this Contract are intended to and shall be a part of the Deed, until said provisions are extinguished in accordance with the terms of this Agreement.

SECTION 21. LACK OF STRICT ENFORCEMENT: NO WAIVER.

Failure of the AUTHORITY or City to insist on strict performance by the DEVELOPER of the terms of this Contract shall not be construed as a waiver, release or relinquishment thereof.

SECTION 22. ENTIRE AGREEMENT; SEVERABILITY; GOVERNING LAW.

This Agreement, and references made therein, represents the complete and entire understanding of the Parties with respect to PROPERTY and Improvements and supersedes all prior agreements, understandings and communications relating in anyway to the PROPERTY and Improvements. The invalidity of any provision herein shall not affect the validity of any other provisions. Any dispute over this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

SECTION 23. ADDRESSES.

All notices and documents required by this Contract shall be sufficiently delivered, if mailed by certified mail, postage prepaid, return receipt requested, or personally delivered, as follows:

- (1) To the AUTHORITY, addressed as follows:

Executive Director
Redevelopment Authority of the City of Harrisburg
10 North Second Street
P. O. Box 2157
Harrisburg, Pennsylvania 17105-2157

- (2) AUTHORITY Solicitor:
Catherine E. Rowe
Strokoff & Cowden
132 State Street
Harrisburg, PA 17101
- (3) To the DEVELOPER, addressed as follows:
Matthew R. Krupp
DeSantis Krupp, LLC
4200 Crums Mill Road, Suite 200
Harrisburg, PA 17112

SECTION 24. ENTIRE CONTRACT.

This Contract contains the whole agreement between the Authority and the DEVELOPER regarding the subject matter hereof and there are no other terms, obligations, warranties, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever, and this Contract may not be altered, amended or modified other than in writing executed by the parties hereto. The terms, covenants and conditions of this Contract shall extend to and be legally binding upon the parties hereto, their respective heirs, personal representative, executors, administrators, successors and assigns.

SECTION 25. EXHIBITS

All exhibits, lists, resolutions, and agreements referenced herein and made part hereof, which are not attached to this Contract, are on file in the offices of the AUTHORITY at 10 North Second Street, Harrisburg, Pennsylvania.

SECTION 26. COUNTERPARTS.

This Contract may be executed in counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the AUTHORITY has caused this Contract to be duly executed in its name and on behalf of its Vice Chairman and its seal to be hereunto duly affixed and attested by its (Assistant) Secretary, and the DEVELOPER have signed and sealed the same on or as of the day and year first above written.

ATTEST:

(Assistant) Secretary

SELLER:
REDEVELOPMENT AUTHORITY OF THE
CITY OF HARRISBURG

By: _____
Nichole Johnson, Chairperson

WITNESS:

DEVELOPER:
MIDTOWN REDEVELOPMENT, LP

By: _____

COMMONWEALTH OF PENNSYLVANIA :
:ss.
COUNTY OF DAUPHIN :

On this the ____ day of _____, 2022, before me, a Notary Public in and for said County and Commonwealth, personally appeared Nichole Johnson, the named in the foregoing Contract, and by virtue of and in pursuance of the authority therein conferred upon her/him, acknowledged the said Contract to be the act and deed of the said REDEVELOPMENT AUTHORITY OF THE CITY OF HARRISBURG.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
:ss.
COUNTY OF DAUPHIN :

On this the ____ day of _____, 2022, before, a Notary Public in and for said County and Commonwealth personally appeared _____, Authorized Member of Midtown Redevelopment LLC, who, being duly sworn, acknowledged the foregoing, being authorized to do so, executed the forgoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and notarial seal.

Notary Public