

RESOLUTION NO. 3-2021

Harrisburg Redevelopment Authority

WHEREAS, the Redevelopment Authority of the City of Harrisburg ("Authority") by **Resolution 4-2019, Resolution 9-2019, Resolution 16-2019, and Resolution 8-2020** recognized **1037 Maclay Street LLC** as Potential Developer of approximately 60 parcels in the MarketPlace Development, the ("Properties"), for mixed-use development; and


WHEREAS, in June 2019, the Authority and **1037 Maclay LLC** ("Developer") executed a Redevelopment Contract for the development of the Properties; and

WHEREAS, at the Developer's request, the Authority has in good faith negotiated certain revisions to its Redevelopment Contract with Developer which are incorporated into the attached Exhibit "A" **Amended and Restated Redevelopment Contract**.

NOW, THEREFORE, BE IT RESOLVED BY the Redevelopment Authority of the City of Harrisburg ("Authority") that the appropriate Officers are hereby authorized to execute the **Amended and Restated Redevelopment Contract** between the Authority and the Developer, in substantially the same form and substance as Exhibit "A" attached hereto.

BE IT FUTHER RESOLVED, that the Developer shall execute the contract within fourteen (14) days of this date of this Resolution and in the event it is not executed by such date, then the Authority shall take whatever action it deems necessary and appropriate to move forward with the development of the Properties.

1-19-2021
Date


Secretary

AMENDED AND RESTATED REDEVELOPMENT CONTRACT

THIS AMENDED AND RESTATED REDEVELOPMENT CONTRACT (the “Contract”) is made on or as of the 21 day of January, 2021 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

1037 MCCLAY ST, LLC, a Pennsylvania limited liability company, with its principal offices located at with an address of 922 N. 3rd Street, Harrisburg, Pennsylvania 17102 (hereinafter referred to as the “DEVELOPER”).

WHEREAS, the AUTHORITY, in furtherance of the completion of the development known as MarketPlace Townhomes (the “Property”), owns sixty-three (63) parcels of vacant land (hereinafter “MARKETPLACE Phase IV”) available for redevelopment and received a Final Proposal from DEVELOPER to construct residential and/or commercial units on the Property in accordance with MARKETPLACE Phase IV ; and

WHEREAS, by Resolution No. 4-2019 dated 16 April 2019, the AUTHORITY designated DEVELOPER as the ‘Potential Developer’ of MARKETPLACE Phase IV; and

WHEREAS, the AUTHORITY by Resolution No. 4-2019 and 9-2019 designated **1037 McClay St, LLC**, as sole Developer for MARKETPLACE PHASE IV; and

WHEREAS, in accordance with applicable Urban Renewal Law, the AUTHORITY acquired the Property and has offered to sell, and the DEVELOPER, is willing to construct the IMPROVEMENTS on the Property for residential and related reuse purposes, in accordance with applicable Urban Renewal Law, the duly approved Land Development and Subdivision Plans for MarketPlace Townhomes and the provisions of this Contract and to market the Property to third party purchasers; and

WHEREAS, the Authority agrees to convey undivided lots to the third-party purchasers upon completion of each residential and/or commercial unit.

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 sell individual lots in the PROPERTY to third party purchasers, and the DEVELOPER will pay the AUTHORITY \$3,000 per lot sold, payable at the time of conveyance of each lot to a third party purchaser.

SECTION 2. CONVEYANCE OF PROPERTY.

(A) Form of Deed. The AUTHORITY shall convey to the third-party purchaser title to the PROPERTY, by SPECIAL WARRANTY DEED (hereinafter called the "Deed"). 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 Property, 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.
- (5) The Final Subdivision/Land Development Plans for MarketPlace Townhomes, the approval of which is to be obtained by Developer (the "Plan").

(B) Time and Place for Delivery of Deeds. The AUTHORITY shall deliver the Deed and possession of the PROPERTY to the third-party purchaser at the settlement. Conveyance shall be made at a location mutually acceptable to the parties.

(C) Realty Transfer Taxes and Miscellaneous Costs. The DEVELOPER shall be

responsible for the payment of all realty transfer taxes, as well as any miscellaneous costs in connection with recordation of Deed.

SECTION 3. CONDITION OF THE PROPERTY

The DEVELOPER has inspected the Property and agrees to construct the residential and/or commercial units on the PROPERTY in its present condition and not in reliance of any representation or warranty from Seller.

SECTION 4. DEVELOPMENT DESCRIPTION

Construction of the required Improvements for the PROPERTY shall be undertaken by the DEVELOPER and be comprised of single family residential dwelling units and/or apartments, consisting of townhouses, semi-detached houses, detached houses, together with related site improvements and on-site parking, and for commercial uses, units, and/or purposes as permitted by the City of Harrisburg and any relief required and obtained under the applicable Zoning Ordinance(s). Notwithstanding the foregoing, the Developer shall construct eighteen (18) units on the Property initially being conveyed herewith within eighteen (18) months from the date of this Contract.

The following restrictions on development of the Property area are set forth below to be recorded concurrently with the Deed transferring the Property, and will restrict development of the Property unless otherwise removed by the AUTHORITY in the following regards:

(1) Restriction on height of developed buildings. The height of any building constructed on any of the subject lots shall be restricted to sixty feet (60') or less.

(2) Restriction on use(s) within rezoned district. The following use(s) are not permitted within the rezoned district:

- Convenience Store with Gas Dispensing
- Greenhouse, Garden Center, or Plant Nursery
- Grocery Store or Supermarket with Gas Dispensing
- Home Improvement or Building Supply Store
- Pawn Shop
- Shopping Center
- Swimming Pool, Non-Household
- Drive-Thru Facility

SECTION 5. PLANS AND SPECIFICATIONS

The PROPERTY shall be improved by the DEVELOPER in general conformance with Land Development Plans and Building Specifications to be obtained from the City. The Development Budget and Construction Cost Estimates on file with the AUTHORITY and incorporated as is fully set forth herein. The term "Improvements" as used in this Contract means the new construction specified in this Contract along with all related site development and on-site parking. The Improvements shall be completed in conformity with this Contract, applicable Urban Renewal Law, 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.

The DEVELOPER, its successor and assigns expressly understands and agrees that the construction of the Improvements for the PROPERTY as required herein shall be considered as one development, and a default with regard to non-completion of any part or portion of the PROPERTY shall be a default of this Contract, it being the intent of the parties that the obligations of the DEVELOPER, its successors and assigns shall not be divisible; provided, however, that the AUTHORITY shall issue individual Certificates of Completion in a timely manner for each dwelling unit, together with a related site improvements and on-site parking, which has been successfully completed in accordance with this Section and elsewhere in this Contract.

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.

- (1) DEVELOPER shall obtain any requested Zoning Amendments and land development plans for development of Phase I on or before May 31, 2021.
- (2) Within sixty (60) days of the final and unappealable approval of Phase I Zoning Application (the "Approved Phase I"), - begin the construction of the Improvements required for at least eighteen (18) residential dwelling units, together with related site improvements.
- (3) Conveyance of the real property related to Phase I (the "Phase I Property") shall occur prior to the beginning of construction of the Improvements. Construction of the improvements related to Phase I (the "Phase I Improvements") shall be completed no later than twelve (12) months after the conveyance of the Phase I Property.
- (4) In the event approval for the Zoning Amendment and/or Approved Phase I land development plan are not obtained by May 31, 2021, this Contract shall automatically terminate.
- (5) If DEVELOPER obtains the approved Phase I plan as required above, DEVELOPER shall file for a Zoning Amendment to change the relevant area where the Property is located from RM to CN within three (3) weeks of receipt of the Approved Phase I and approval of the final land development plan for Phase I.
- (6) If the Zoning Amendment to change the relevant area where the Property is located from RM to CN is rejected, then DEVELOPER shall file a land

development plan for the second phase of development ("Phase II"), which approval shall be obtained on or before June 30, 2021.

- (7) If the final land development plan and Zoning approvals for Phase II are not obtained on or before June 30, 2021, then this Contract shall automatically terminate.
- (8) Conveyance of the remaining parcels that make up the Property shall occur within sixty (60) days after approval of Zoning Amendment changing the area from RM to CN or the final land development plan for Phase II.

Following the completion of the units as set forth in (1), DEVELOPER will continuously develop and construct units and all units shall be completed within sixty (60) months after the date of this Contract.

(B) Development Expenditures.

The DEVELOPER shall construct the Improvements for the PROPERTY 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.

(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) Within ten (10) days of this conveyance, the DEVELOPER, at its sole cost, shall erect project signs on the 6th, Reily, and Calder Street sides of the PROPERTY. The signs shall remain on the sites for at least thirty (30) days after completion of the construction of the Improvements and identify the participants in Market Place Townhomes and acknowledge the contribution of the AUTHORITY and the CITY to same. Said signs shall be consistent with the drawing of the sample sign previously submitted to the DEVELOPER by the AUTHORITY.
- (4) The DEVELOPER agrees to obtain all necessary building permits from the City's Bureau of Codes Enforcement before the construction of the Improvements.
- (5) The DEVELOPER agrees not to occupy, or have occupied, any structure built 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.

- (6) 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.
- (7) The DEVELOPER agrees to carry throughout the term of this Contract General Liability and Builder's Risk Insurance, or substitute insurance acceptable to the AUTHORITY, on the PROPERTY in an amount and form acceptable to the AUTHORITY, naming the AUTHORITY as additional insureds, as their interest may appear.
- (8) 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 and City's Department of Building and Housing Development with weekly construction reports and marketing report. The reports shall be in such detail as may reasonably be requested by the AUTHORITY and the City's Department of Building and Housing Development, as to the actual progress of the DEVELOPER with respect to such construction and marketing.
- (9) 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.
- (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 installed by the CITY, which may be damaged by the DEVELOPER'S construction activities at MarketPlace Townhomes Phase IV.
- (11) 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 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 paragraph (A), subparagraph 2 of this Section; or

- (d) the DEVELOPER assigns any interest in the PROPERTY without the prior written approval of the AUTHORITY which shall not be unreasonably withheld, conditioned, or delayed (except for purposes of financing as approved in advance by the AUTHORITY);

The AUTHORITY shall have to right to terminate the Contract upon fifteen (15) days written notice, 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 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, or shown on the Land Development Plans, unless such construction is provided for in such easement or has been approved by the CITY 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) City Engineer (255-3091) for City electric, water, sewer and steam lines.
- (C) Access to PROPERTY. 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 permitted assigns, and every successor in interest to the PROPERTY, or any part thereof, that the DEVELOPER, and its heirs, successors and permitted assigns, shall promptly begin and diligently complete the redevelopment of the PROPERTY through the construction of the Improvements thereon and that the construction of the Improvements shall in any event begin and be 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 against the DEVELOPER and its successors and permitted 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 on a lot by lot basis (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, the Land Development Plans, the Building Specifications, and the other requirements of this Contract, the AUTHORITY will furnish an appropriate instrument so certifying for each dwelling unit (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 and termination of the covenants in the Contract with respect to the obligations of the DEVELOPER and its successors and assigns to construct the Improvements and the dates for the beginning and completion thereof. 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, to 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 permitted assigns, and every successor in interest to the PROPERTY, or any part thereof, that the DEVELOPER, and its heirs, successors and permitted assigns shall:

- (A) Devote the PROPERTY for residential and related purposes for the following permitted uses:
 - 1) single and multi-family residential dwelling for ownership or rental purposes;
 - 2) accessory parking pads and garages;
 - 3) yards and landscaped open areas; and

4) commercial uses and/or purposes.

- (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 or sexual preference/orientation 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) Comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of any lead-based paint hazards present.
- (D) 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 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 permitted 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 (A through D) shall remain in effect without limitation as to time.

SECTION 12. PROHIBITION AGAINST TRANSFER OR 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 assignment, conveyance, lease or transfer in any other form of or with respect to this Contract or the PROPERTY, 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 excepting Contracts for Sale and/or Lot Reservations to third party purchasers of the dwelling Unit. 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 13. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the completion of the Improvements as certified by the AUTHORITY, neither the DEVELOPER nor any successor in interest to the PROPERTY shall engage in any financing or any Redevelopment Contract: MarketPlace Townhomes Phase IV

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 AUTHORITY except for construction financing. Subsequent to the issuance of the final Certificate of Completion for PHASE IV the DEVELOPER (or successor in interest) shall notify the CITY and the staff of 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. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any of the provisions of this Contract, including, but not limited to, those which are intended to be covenants running with the land, the holder of any mortgage authorized by this Contract (including any holder who obtains title to the PROPERTY or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the PROPERTY or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Contract to construct the Improvements or complete the construction of the Improvements or to guarantee such Improvements or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Nothing in this Section or any other Section or provision of this Contract shall be deemed or construed to permit or authorize any such holder to devote the PROPERTY or any part thereof to any uses, or to construct any Improvements thereon, other than those uses or Improvements provided or permitted by the provisions of this Contract.

SECTION 15. ENFORCED DELAY IN PERFORMANCE.

Neither the DEVELOPER, nor any successor in interest, shall be considered in breach or default of its obligations with respect to the commencement and substantial completion of construction of the Improvements in the event of enforced delay in the performance of such construction obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for the performance of the construction obligations shall be extended for the period of the enforced delay, as determined by the AUTHORITY, if the DEVELOPER or any successor in interest shall request an extension in writing within forty-five (45) days after the beginning of the enforced delay. The requirements of Section 6 shall not apply to this Section 15.

SECTION 16. REMEDIES.

- (A) In General. The requirements of Section 6 shall not be subject to any cure or remedy period and shall be a default if not strictly adhered to. In the event of any material default in or breach of this Contract, or any of its terms or conditions (except for those in Section 6) 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 thirty (30) days after receipt of such notice. If the default or breach cannot be cured within thirty (30) 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.

Termination.

- A) In the event that prior to completion of construction of the Improvements as certified by the AUTHORITY, the DEVELOPER 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 terminate the Contract, re-enter and take possession of the PROPERTY or any remaining part thereof still in ownership by the DEVELOPER, and to terminate any interest of DEVELOPER in and to this Contract.
- B) If this Contract is terminated as permitted herein, the Authority will use its reasonable efforts to resell the Property at reasonable prices. Upon such resale any amount received by the Authority will be paid to DEVELOPER, less any costs and expenses incurred by the Authority for resale, to reimburse DEVELOPER up to the amount of \$142,000 plus title search costs incurred supported by a valid invoice for same.

SECTION 17. 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 or for any amount which may become due to the DEVELOPER or successor or on any obligation under the terms of this Contract.

SECTION 18. SPECIAL PROVISIONS.

- (A) Every contract for construction, installation, alteration, repair, or addition, or other improvements to the PROPERTY where the estimated cost shall exceed One Thousand Five-Hundred Dollars (\$1,500.00) 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 the said contractor(s) shall be required to execute, and the DEVELOPER shall file, if applicable, a "Stipulation Against Liens" in the Office of the Prothonotary of Dauphin County prior to the commencement of any work or the delivery of any materials on the site and shall require the same of all subcontractors.

SECTION 19. 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 or sexual preference/orientation.
- (C) The DEVELOPER shall comply with all local, state and federal requirements, including, but not limited to, all reporting requirements.

SECTION 20. AFFIRMATIVE ACTION PLAN.

The DEVELOPER shall submit an Affirmative Action Plan acceptable to the AUTHORITY.

SECTION 21. LACK OF STRICT ENFORCEMENT: NO WAIVER.

Failure of the AUTHORITY 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. 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) To the DEVELOPER, addressed as follows:

902 N. 3rd Street
Harrisburg, PA 17102

with a copy to:

Christopher E. Rice, Esq.
Martson Law Offices
10 E. High Street
Carlisle, PA 170143

SECTION 23. ENTIRE CONTRACT.

This Contract contains the whole agreement between the AUTHORITY and the DEVELOPER and there are no other terms, obligations, warranties, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever, and it 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 24. 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 25. COUNTERPARTS.

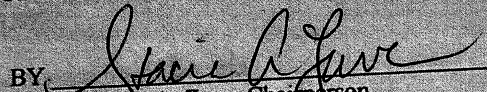
This Contract may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts held together constitute one and the same instrument.

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:

SELLER:
REDEVELOPMENT AUTHORITY OF THE
CITY OF HARRISBURG


(Assistant) Secretary

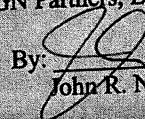
BY: 
Stacia A. Zewe Chairperson

ATTEST:

DEVELOPER:
1037 MCCLAY ST, LLC

By: Ascend Properties, LLC, its sole member

By: PGN Partners, LLC, Member

By: 
John R. New, Jr., Sole Member

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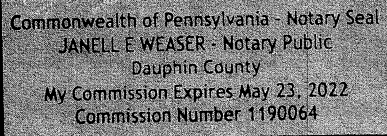
COMMONWEALTH OF PENNSYLVANIA:

:SS.

COUNTY OF DAUPHIN

On this the 21st day of January, 2021, before me, a Notary Public in and for said County and Commonwealth, personally appeared Stacia A. Zewe, Chairperson, the named in the foregoing Contract, and by virtue of and in pursuance of the authority therein conferred upon her, 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.



Janell E. Weaser
Notary Public

COMMONWEALTH OF PENNSYLVANIA:

:SS.

Delaware
COUNTY OF ~~DAUPHIN~~

On this the 21st day of January, 2021, before me, a Notary Public in and for said County and Commonwealth, personally appeared John R. New, Jr., the named in the foregoing Contract, and by virtue of and in pursuance of the authority therein conferred upon him, acknowledged the said Contract to be the act and deed of the said 1037 McClay St, LLC.

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

Jimmy Du
Notary Public

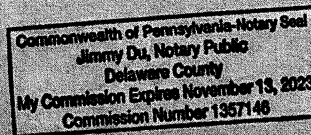


EXHIBIT C

Property Acquisition List