

AGENDA
PHILADELPHIA LAND BANK
BOARD OF DIRECTOR'S MEETING

TUESDAY, JULY 14, 2020 – 10:00 AM
PURSUANT TO 35 PA.C.S. § 5741, THIS MEETING WILL BE HELD REMOTELY
THIS MEETING IS OPEN TO THE PUBLIC

INSTRUCTIONS FOR PUBLIC ACCESS TO THIS MEETING
AND TO SUBMIT PUBLIC COMMENTS ARE LOCATED ON THE FOLLOWING PAGE

AGENDA ITEMS

1. **Roll Call**
2. **Public Comment**
3. **Approval of Minutes of the Meeting of June 9, 2020**
4. **Executive Director's Report**
5. **Resolution Authorizing an Amended and Restated Management Contract Between the Philadelphia Land Bank and the Philadelphia Housing Development Corporation**
This resolution authorizes the Land Bank to amend and restate its management agreement with the Philadelphia Housing Development Corporation.
6. **Resolution Regarding Purchase and Development Agreement for 1938 and 1942 N. Darien Street**
This resolution is regarding certain changes to the PDA for 1938 and 1942 N. Darien Street and authorizes the Executive Director to execute and perform all documents relating to such changes.
7. **Property Dispositions**
Interagency Transfers
 - 1605 N. 33rd Street to Philadelphia Redevelopment Authority (CD5)
8. **Adjournment**

MEMORANDUM

FROM: Steve Cusano, Esq., Senior Counsel

RE: Philadelphia Land Bank July 14, 2020 Board Meeting
Remote Board Meeting Notice, Attendance, and Comment Procedures

DATE: July 3, 2020

A meeting of the Board of Directors of the Philadelphia Land Bank ("Land Bank") is currently scheduled for **Tuesday, July 14, 2020, to commence at 10:00 A.M.** Because of the closure of Land Bank offices in connection with the Covid-19 emergency, this meeting will be held remotely using Zoom Webinar and may be joined and viewed by the public at the following link:

<https://us02web.zoom.us/j/89181593752?pwd=VVQ2b24wR1pCK1lEeE1SUGRRK2h4Zz09>

Use the following password to access the meeting: 062343

The Board agenda and packages will be available to view five (5) days prior to the Board meeting at <https://phdcphila.org/who-we-are/boards/philadelphia-land-bank-board/>.

Public comment and questions may be received with regard to those matters posted on the agenda prior to, and during, the Board meeting. If you are joining and viewing the Board meeting through the Zoom Webinar link above, you will be able to submit your questions and comments live during the Board meeting through a "question and answer" window on the web interface. *Do not use the chat function for questions and comments.* If you would like to submit any questions or comments prior to the Board meeting, you must email the following information to steve.cusano@phdc.phila.gov by 1:00 p.m. on Monday, July 13, 2020:

- Full name/company affiliation;
- Contact information;
- Identify the item/resolution that you are addressing; and
- Provide your question(s)/comment(s) in a clear and concise manner.

With respect to those members of the public who submit the above information within the required time frame, your question(s)/comment(s) will be read at the Board meeting and answered or addressed to the extent they can be. The Board Chair may limit repetitious question(s)/comment(s).

If possible, the Board meeting will be recorded and made publicly available within thirty (30) days. If you have question(s)/comment(s) following the conclusion of the Board meeting, please submit as described above and they will be addressed to the extent possible at the next scheduled Board meeting.

**PHILADELPHIA LAND BANK
BOARD MEETING MINUTES**

A Regular Meeting of the Board of Directors of the Philadelphia Land Bank was held on Tuesday, June 9, 2020 commencing at 10:00 a.m. via Zoom webinar pursuant to 35 Pa.C.S. § 5741 and proper notices.

CALL TO ORDER

Ms. Fadullon called the meeting to order at 10:08 a.m.

**Item 1
Roll Call**

The following members of the Board of Directors reported present: Paulette Adams, Eric Bodzin, Christian Dunbar, Anne Fadullon, Michael Johns, Michael Koonce, Majeedah Rashid, and Rick Sauer.

The following members of the Board of Directors were not present: Richard DeMarco, Alex Balloon, Joshu Harris.

The following staff members were present: Angel Rodriguez, Steve Cusano, Esq., Wendolyne David, Roneece Dent, Andrea Saah, Esq., Carolyn Terry, Bradley Vassallo, and Jamila Davis.

Public Attendees: The list of public attendees is attached to these minutes.

A quorum of directors was present and the meeting, having been duly convened, proceeded with business.

**Item 2 (Item 3 on the Agenda)
Approval of Board Minutes**

Ms. Fadullon called for a motion to approve the minutes of the Board meeting of May 12, 2020.

Mr. Johns made a motion to approve the minutes of the Board meeting of May 12, 2020. The motion was seconded by Mr. Bodzin.

Upon motion made and duly seconded, the Board approved the minutes of the May 12, 2020 Board meeting.

**Item 3 (Item 4 on the Agenda)
Executive Director's Report**

The Executive Director's report is attached to these minutes as Exhibit A along with a postcard mailer to inform the public that expressions of interest are no longer being processed.

Mr. Rodriguez updated the Board on Land Bank operations. He stated that fifty percent of the staff (10 people) is working remotely and that, despite being in the "Yellow Phase", staff will not be working in the office on any regular basis at this time. Mr. Rodriguez stated that legal staff

and project managers are currently operating remotely and that the Land Bank is working to obtain the equipment needed for the clerks, inspectors, and Real Estate Specialists who handle settlements to work remotely. Mr. Rodriguez anticipates that the clerks, inspectors, and Real Estate Specialists should be able to work remotely by the end of the month.

Mr. Rodriguez informed the Board that the Land Bank acquired 126 properties totaling \$1.286 million for the fiscal year ending June 30, 2020. Mr. Rodriguez further informed the Board that the Land Bank identified about 94 properties across the City (with an acquisition price of approximately \$1 million) for sheriff sale acquisitions between March and May, but because of the pandemic these sales were cancelled, and the Land Bank will not be acquiring those properties. Mr. Rodriguez further informed the Board that the Land Bank will not be provided a general fund allocation for fiscal year 2021 and that the Land Bank will not be acquiring any sheriff sale properties in fiscal year 2021.

Mr. Rodriguez informed the Board that there are several properties that have the approvals necessary to move forward with settlement and that the staff is preparing for virtual closings and e-notaries. Mr. Rodriguez stated there are 3 development projects that the Land Bank anticipates closing by the end of the month or early July for a total of \$111,000 and approximately 43 side yard or garden transactions which are all nominal (*i.e.*, \$1.00). Of the 43 properties, 30 are Land Bank properties and 13 are VPRC legacy projects. Mr. Rodriguez reminded the Board that, due to the pandemic, all garden agreements that were set to expire were automatically extended to December 2021.

Mr. Rodriguez reported that there are 10 non-competitive development projects which have all gone through a threshold review and staff is working to resolve some minor issues including the developer's new special purpose entity not being registered with the Revenue Department and updating other application information due to the lapse in time while waiting for the scoring rubric, which was finalized on April 9th.

Mr. Rodriguez reported that the Land Bank anticipates issuing 15 RFPs on or about June 29th to coincide with the launch of the new on-line application process. All of these RFPs will have an affordability requirement. Mr. Rodriguez generally discussed the affordability terms for these RFPs.

Mr. Rodriguez reported that the Land Bank anticipates posting 38 properties on or about June 29th for competitive sale and that, because these properties are not adjacent to other publicly owned properties or located in a transitional market, they are not good contenders for an RFP. Mr. Rodriguez generally discussed the factors considered when deciding if a property should be posted for competitive sale or included in an RFP. Mr. Rodriguez then provided a brief overview of the on-line application process.

Ms. Fadullon asked if it would be possible for the Board to receive a written report from the Executive Director which can be available to the public. Mr. Rodriguez responded that he will provide a written report to be include with the minutes.

Steve Cusano, Senior Counsel, made the following announcement: Today's Board meeting is being held via an authorized communication device as authorized by Title 35, Section 5741 of the Pennsylvania Consolidated Statutes and is being recorded. Questions and comments may be made

using the Q&A button located at the bottom of the screen. If any member of the public has any issues submitting questions or comments, please send an email to Steve.Cusano@phdc.phila.gov.

Mr. Cusano then announced that prior to today's public session, the Board held an Executive Session in which the Board received an update from the Executive Director on the effects of the pandemic on budget and operations and an update on general liability insurance.

Mr. Cusano also announced that the public had the opportunity to email any questions or comments prior to today's meeting, that the deadline to do so was Monday, June 8th at 1:00 pm, and that no questions or comments were received via email.

Ms. Adams asked whether people with garden agreements have been notified about garden agreement extensions and of the status of their side yard application. Mr. Rodriguez responded that project managers have reached out to those people and that a COVID-19 memo is posted on PHDC's website regarding garden agreement extensions.

Ms. Rashid asked if there are plans for additional workshop trainings for the public via Zoom. Mr. Rodriguez stated that a workshop may be scheduled sometime in July once all of the staff is able to operate remotely and the staff is trained on the new on-line application process.

Item 4 (Item 2 on the Agenda) **Public Comment**

Ms. Fadullon reminded the public that questions and comments can be submitted using the Q&A button. Ms. Fadullon read the following question posted by one of the public attendees: If someone has already submitted an expression of interest before the COVID-19, will that be addressed in the future or do you have to submit on the new on-line format and how is that done? Mr. Rodriguez responded that, due to past confusion regarding expressions of interest and applications, expressions of interest will no longer be used and that potential applicants should apply using the new on-line process beginning on June 29th.

No other public comments were received.

Item 5 **Resolution Authorizing Purchase of Insurance**

Mr. Cusano explained this Resolution and that, as the Land Bank's insurance broker, Connor, Strong, and Bucklew, has been soliciting quotes for general liability and officer/directors insurance. Mr. Cusano informed the Board that the current policy year expires on June 30th and that the new general liability must be bound by June 30th.

Mr. Cusano asked that the Resolution be amended to state that the Executive Director be authorized to purchase any and all general liability insurance in such amounts as the Executive Director deems necessary or desirable for the period July 1, 2020 to June 30, 2021.

Ms. Adams made a motion to approve the Resolution Authorizing Purchase of Insurance, as amended. The motion was seconded by Mr. Dunbar.

Upon motion made and duly seconded, the Board approved the Resolution Authorizing Purchase of Insurance as amended and attached to these minutes as Exhibit B.

Item 6
Adjournment

There being no further business, Ms. Fadullon called for a motion to adjourn the meeting.

Ms. Rashid made a motion to adjourn the meeting. Mr. Dunbar seconded the motion.

Upon motion made and duly seconded, the Board approved to adjourn the meeting.

The meeting was adjourned at 10:36 a.m.

SECRETARY TO THE BOARD

Public Attendance Sheet



BOARD OF DIRECTORS

REGULAR MEETING

Tuesday, June 9, 2020 at 10:00 AM

Pursuant to 35 Pa.C.S. § 5741, this meeting was held remotely using Zoom webinar

First Name	Last Name	Email
Carolyn	Terry	Carolyn.Terry@phdc.phila.gov
Roneece	Dent	roneece.dent@phdc.phila.gov
Andrea	S.	andrea.saah@phdc.phila.gov
Jamila	Davis	jamila.davis@phila.gov
PACDC		emmaschwsauer@gmail.com
Brad	Vassallo	vassallo.brad@gmail.com
Jihad	Ali	jihad@jihadali.com
Andrea	S.	andreaaah@comcast.net
Andrea	S.	andreaaah@comcast.net
nlee		Nomble.Lee@gmail.com

EXHIBIT A

Executive Director's Report: 6/9/2020

1. Staff
 - a. 10 Staff are up and operating from home, that includes Legal, Project Managers, Senior Development Specialists and Administration.
 - b. On 6/12/2020 Computers were distributed to Clerks 3 staff. They are currently working with the IT department to get up and running.
2. Land Bank Tax Acquisitions:
 - a. YTD TOTAL:126 Properties Acquired - \$1,286,879.26
 - b. 94 Properties NOT Acquired (March-May Sheriff Sales) - \$1,017,179.46
3. Disposition Reporting:
 - a. SETTLEMENTS: We are processing 46 settlements
 - i. 33 Land Bank transactions
 1. 3 development Projects
 2. 30 Side Yard dispositions
 - ii. 13 VPRC legacy settlements
 - b. Unsolicited Development Proposals: Ten (10) proposals are under review by staff.
 - c. 15 RFPs to be posted on or about June 29th
4. Website
 - The Land Management webpages have been reformatted and on-line applications have been developed for the following categories:
 - Side/ Rear Yards
 - Garden/ Open Space
 - Development Opportunities, which include
 - Business Expansion
 - Assemblages
 - Unsolicited Development Proposals where 51% of the units proposed are affordable.

Thank you for your interest in property(ies) owned by the City of Philadelphia and affiliated agencies. We have overhauled our property management system to make the process of buying publicly owned land clearer.

As part of the transition, Expressions of Interest (EOIs) previously submitted are no longer being processed. If you want to buy publicly owned land, you must submit an application.

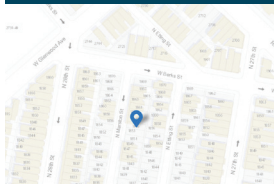
If you are still interested in acquiring a publicly owned property, please visit: phdcphila.org and click on Land Management to obtain an application.

Thank you!





**1234 Market St., 16th Floor
Philadelphia, PA 19107**



**You have expressed interest in City owned land in the past.
Please see the reverse to learn about the changes to the process.**

EXHIBIT B

RESOLUTION NO. 2020 – 14 RESOLUTION AUTHORIZING PURCHASE OF INSURANCE

WHEREAS, pursuant to Resolution 2020-5, the Board of Directors of the Philadelphia Land Bank (“**Board**”) authorized an agreement with Conner Strong and Buckelew Companies, LLC (“**CSB**”) to provide insurance, risk management, safety and loss control, claims and administrative services.

WHEREAS, the CSB is in the process of obtaining quotes for general liability, public officials/employment practices liability, and various other insurance.

WHEREAS, the Board deems it necessary and in the best interest of the Land Bank to authorize the Executive Director to purchase any and all insurance pursuant to the terms and conditions of this Resolution.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Philadelphia Land Bank (“**Board**”) that:

1. The Executive Director is hereby authorized in the name of, and on behalf of, the Land Bank to purchase any and all general liability insurance in such amounts as the Executive Director deems necessary or desirable for the period July 1, 2020 to June 30, 2021.
2. The Executive Director is further authorized to prepare, execute, deliver, and perform any and all agreements and other documents, as may be necessary or desirable, to purchase any and all insurance pursuant to this Resolution (collectively, the “**Transaction Documents**”). The Transaction Documents shall contain such terms and conditions as the Executive Director, with the advice of Senior Counsel, deems necessary or desirable subject to the terms of this Resolution and, when so executed and delivered by the Land Bank, shall constitute the valid and binding obligations of the Land Bank.
3. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
4. This Resolution shall take effect immediately upon adoption by the Board.

ADOPTED 6/9/2020

**THE FOLLOWING PERTAINS TO ITEMS 5, 6,
AND 7 ON THE JULY 14, 2020 AGENDA**

RESOLUTION NO. 2020 – ____

**RESOLUTION AMENDING RESOLUTION 2018-29 AUTHORIZING AN AMENDED AND
RESTATED MANAGEMENT CONTRACT BETWEEN THE PHILADELPHIA LAND BANK AND
THE PHILADELPHIA HOUSING DEVELOPMENT CORPORATION**

WHEREAS, on June 14, 2018, the Board of Directors of the Philadelphia Land Bank (the “**Board**”) adopted Resolution 2018-29 a copy of which is attached to this Resolution as Exhibit A.

WHEREAS, Resolution 2018-29 authorized the Philadelphia Land Bank (“**Land Bank**”) to enter the Amended and Restated Management Agreement with Philadelphia Housing Development Corporation (“**PHCD**”) substantially in the form attached Resolution 2018-29.

WHEREAS, Resolution 2018-29 authorizes the Executive Director with the advice of Senior Counsel to modify the Amended and Restated Management Agreement without further approval of the Board; provided, that any modifications are, in the opinion of Senior Counsel, not material.

WHEREAS, PHCD has requested a modification to the Amended and Restated Management Agreement which in the opinion of Senior Counsel is material and, as a result, requires approval of the Board.

WHEREAS, the Board has considered PHDC’s modification to the Amended and Restated Management Agreement and finds that the adoption of this Resolution is in the best interests of the Land Bank.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Philadelphia Land Bank that:

1. Section I.A.(1) of the Amended and Restated Management Agreement, as attached to Resolution 2018-29, is hereby amended to read as follows:

“Hire and/or appoint an individual to serve as, and dismiss, **if necessary,** the Executive Director and the Land Bank's Senior Counsel ("Senior Counsel") in consultation with the Land Bank Board of Directors (the “Land Bank Board”) and consistent with the Land Bank’s approved budget for each respective year of employment for each such employee, as well as evaluate the performance of any such individuals; provided, however, PHDC further agrees that it shall not hire and/or appoint any individual to serve as, ~~nor dismiss,~~ the Executive Director or Senior Counsel if such hiring, **or** appointment, ~~or dismissal,~~ as the case may be, is opposed by a majority of the Land Bank Board. **Notwithstanding anything to the contrary herein, nothing herein shall prohibit PHDC from dismissing/terminating the Executive Director and/or Senior Counsel for cause.**”

2. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
3. This Resolution shall take effect immediately upon adoption by the Board.

RESOLUTION NO. 2018 – 29

RESOLUTION AUTHORIZING AN AMENDED AND RESTATED MANAGEMENT CONTRACT BETWEEN THE PHILADELPHIA LAND BANK AND THE PHILADELPHIA HOUSING DEVELOPMENT CORPORATION

WHEREAS, the Philadelphia Housing Development Corporation ("**PHCD**") and the Philadelphia Land Bank ("**Land Bank**") entered into a Management Contract dated July 17, 2015 as amended by a First Amendment to Management Contract dated May 27, 2016 (collectively, "**Management Agreement**");

WHEREAS, PHCD and the Land Bank desire to amend and restate the Management Agreement by entering into the Amended and Restated Management Agreement attached to this Resolution; and

WHEREAS, the Board has considered the Amended and Restated Management Agreement and finds that its adoption is in the best interests of the Land Bank.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Philadelphia Land Bank that:

1. The Land Bank is hereby authorized to enter into the Amended and Restated Management Agreement with PHDC substantially in the form attached hereto.
2. The Executive Director with the advice of Senior Counsel may modify the Amended and Restated Management Agreement without further approval of the Board; provided, that any modifications are, in the opinion of Senior Counsel, not material.
3. Those Land Bank staff authorized to execute and deliver documents on behalf of the Land Bank pursuant to Resolution 2017-43 are hereby authorized to execute and deliver the Amended and Restated Management Agreement.
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents.
5. This Resolution shall take effect immediately upon adoption by the Board.

ADOPTED 6/14/2018

AMENDED AND RESTATED MANAGEMENT CONTRACT

THIS AMENDED AND RESTATED MANAGEMENT CONTRACT (this "Contract"), entered into as of this ____ day of _____, 2018 by and between the PHILADELPHIA HOUSING DEVELOPMENT CORPORATION, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 1234 Market Street, 17th Floor, Philadelphia, Pennsylvania 19107 ("PHDC") and the PHILADELPHIA LAND BANK, a public body and a body corporate and politic established under the Pennsylvania Land Bank Legislation, Act 153 of 2012, with offices at 1234 Market Street, 16th Floor, Philadelphia, Pennsylvania 19107 (the "Land Bank").

WITNESSETH:

WHEREAS, in December 2012, the Commonwealth of Pennsylvania enacted the Pennsylvania Land Bank Legislation, Act 153 of 2012, authorizing, among other things, the creation of "land banks" by municipalities as tools to facilitate the return of vacant, abandoned and tax-delinquent properties to productive use; and

WHEREAS, in December 2013, the City of Philadelphia (the "City") enacted legislation creating the City's Land Bank, with its stated mission being "to return vacant property to productive status using a unified, predictable, and transparent process, thereby revitalizing neighborhoods, creating socially and economically diverse communities, and strengthening the City's tax base"; and

WHEREAS, the Land Bank and PHDC entered into a Management Contract dated July 17, 2015 as amended by a First Amendment to Management Contract dated May 27, 2016 (collectively, the "Agreements") and the Land Bank and PHDC desire to amend and restate the Agreements, as more specifically set forth in this Contract;

WHEREAS, the Land Bank desires to engage PHDC, and PHDC is willing to assume the duties, to manage, oversee, and operate certain business activities of the Land Bank, as more specifically set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties hereby agree as follows:

I. SCOPE OF SERVICES

A. Subject to compliance with all applicable statutes, codes, regulations and collective bargaining agreements, the Land Bank and PHDC agree that PHDC, acting by and through its employee hired and/or appointed as the Executive Director of the Land Bank (the "Executive Director") in accordance with Section I.A.(1), shall manage, oversee and operate the everyday activities of the Land Bank and have all requisite duties and exclusive authority to act on behalf of and for the benefit of the Land Bank to:

(1) Hire and/or appoint an individual to serve as, and dismiss, the Executive Director and the Land Bank's Senior Counsel ("Senior Counsel") in consultation with the Land Bank Board of Directors (the "Land Bank Board") and consistent with the Land Bank's approved budget for each respective year of employment for each such employee, as well as evaluate the performance of any such individuals; provided, however, PHDC further agrees that it shall not hire and/or appoint any individual to serve as, nor dismiss, the Executive Director or Senior Counsel if such hiring, appointment, or dismissal, as the case may be, is opposed by a majority of the Land Bank Board;

(2) Subject to Section I.A.(1), hire and/or appoint individuals, and dismiss any employees as is necessary to efficiently and effectively conduct the operations of the Land Bank consistent with the Land Bank's approved budget for each respective year of employment of each such employee, with notice thereof provided in progress reports presented by the Executive Director to the Land Bank Board during its meetings;

(3) Organize and reorganize the executive, financial, administrative, clerical and other activities of the Land Bank as necessary to efficiently and effectively conduct the operations of the Land Bank;

(4) Invest money of the Land Bank at the discretion of the Land Bank Board in instruments, obligations, securities or property determined proper by the Land Bank Board, as well as name and use depositories for the money of the Land Bank;

(5) Maintain fully correct and accurate financial books of account and records of the activities of the Land Bank in accordance with all applicable accounting regulations, and procedures;

(6) Pay all operational expenses and debts as required and deposit all receipts, in whatsoever form, from the operations of the Land Bank in the bank or other financial institution depository of the Land Bank;

(7) File reports, tax returns, and applicable tax applications with government authorities required or allowed by law, which have been signed or approved by the authorized employee(s), officer(s), and/or Board member(s) of the Land Bank, as required; and

(8) Make presentations to the Land Bank Board when requested.

B. Upon authorization of the Land Bank Board and subject to compliance with all applicable statutes, codes, regulations, and collective bargaining agreements, the Land Bank and PHDC agree that PHDC shall have all requisite duties and exclusive authority to act on behalf of and for the benefit of the Land Bank to:

(1) Enter into contracts and other instruments necessary, incidental, or convenient to the performance of the duties, and the exercise of the powers, of the Land Bank, including those for the management of, the collection of rent from or the sale of real property of the Land Bank, as authorized by the Land Bank Board;

(2) Establish policies and protocols, as well as determine hours of operation and fix the duties, powers and compensation of employees, contractors, agents and consultants, as required to manage, oversee and operate the Land Bank in a professional and efficient manner in compliance with all applicable laws, regulations, codes and rules;

(3) Enter into contracts and intergovernmental cooperation agreements with municipalities for the performance of functions by municipalities on behalf of the Land Bank or by the Land Bank on behalf of municipalities;

(4) Procure and maintain insurance against losses in connection with the real property, assets, staff, and activities of the Land Bank including, without limitation officers and directors insurance, and general liability insurance;

(5) Design, develop, construct, demolish, reconstruct, rehabilitate, renovate, relocate, and otherwise improve real property or rights or interests in real property;

(6) Fix, charge, and collect rents, fees, and charges for use of real property of the Land Bank and any services provided by the Land Bank;

(7) Grant or acquire licenses, easements, leases, or options with respect to the real property of the Land Bank;

(8) Initiate, defend against and otherwise participate in lawsuits and other legal, alternative dispute resolution, and administrative proceedings on behalf of the Land Bank to protect and advance its interests;

(9) Borrow from Federal government funds, the Commonwealth of Pennsylvania (the "Commonwealth"), private lenders or municipalities, as necessary, for the operation and work of the Land Bank;

(10) Issue negotiable revenue bonds and notes;

(11) Procure insurance or guarantees from the Federal government or the Commonwealth for the payment of debt incurred by the Land Bank and pay premiums in connection with any such insurance or guarantee; and

(12) Enter into partnerships, joint ventures and other collaborative relationships with municipalities and other public and private entities for the ownership, development, and disposition of real property.

C. PHDC shall perform such other and further duties that are authorized by the Land Bank Board and approved by the Board of Directors of PHDC, consistent with the effective and efficient management, oversight and operation of the business of the Land Bank, including, but not limited to, filing reports and making presentations with or to the Land Bank Board.

II. TERM

The term of this Contract shall commence on July 1, 2018 (the "Effective Date") and shall continue through June 30, 2019 (the "Initial Term"). The Initial Term of this Contract shall renew automatically for four (4) additional consecutive one-year periods (each a "Renewal Period"), unless either party provides written notice to the other at the corresponding address set forth above that the party does not desire to renew, with such notice being served at least ninety (90) days in advance of the end of the Initial Term or any Renewal Period. Upon termination, neither party shall have any further obligations under this Contract, except for the obligations which by their terms survive this termination as noted in Section XVII below.

III. COMPENSATION AND METHOD OF PAYMENT

A. As compensation for all services provided hereunder, the Land Bank shall pay PHDC, on a monthly basis the following:

(1) The product of (i) a fraction, the numerator of which is the total number of hours of work performed by PHDC employees for, or on behalf of the Land Bank, in the invoiced month and the denominator of which is the total number of hours of work performed by PHDC employees in the invoiced month (all hours must be documented in PHDC's labor-allocation sheets); multiplied by (ii) the actual, aggregate amount of those general and administrative expenses specifically identified on Exhibit A, attached hereto and incorporated by reference, incurred by PHDC for the benefit of either PHDC or the Land Bank in the invoiced month; and

(2) A proportionate share of the salary and fringe benefit expenses for each PHDC employee who performs work related to Land Bank activities in a given month (each "Affected Employee") calculated by multiplying (i) the monthly salary and fringe benefit expenses incurred by PHDC in the invoiced month for an Affected Employee; and (ii) a fraction, the numerator of which is the total number of hours of work performed by an Affected Employee for, or on behalf of, the Land Bank in the invoiced month and the denominator of which is the total number of hours of work performed by an Affected Employee in the invoiced month. All hours must be documented in PHDC's labor-allocation sheets.

B. The Land Bank shall pay PHDC, as reimbursement for any fees for insurance brokerage services and automobile liability insurance premiums benefitting and/or covering the Land Bank paid by PHDC, as follows:

(1) Fees for insurance brokerage services shall be paid pursuant to that certain Limited Power of Attorney Procurement of Insurance Brokerage Services and Insurance dated June 12, 2017, attached hereto and incorporated by reference as Exhibit B; and

(2) Premiums for automobile liability insurance: A proportionate share of all premiums paid annually by PHDC for automobile liability insurance covering PHDC and the Land Bank calculated by multiplying (i) the total number of premiums paid annually by PHDC for automobile liability insurance covering PHDC and the Land Bank; and (ii) a fraction, the numerator of which is the total number of vehicles owned by PHDC assigned exclusively for use by the Land Bank and the denominator of which is the total number of vehicles owned by PHDC.

Subject to Section III C, PHDC shall be paid, pursuant to Section III A and Section III B, after timely submission of invoices to the Land Bank, in the number, form, and content acceptable to the Land Bank, accompanied by such additional supporting information and documentation as the Land

Bank may request. All payments to PHDC are contingent upon satisfactory performance of the terms and conditions of this Contract. PHDC shall submit its final invoice not more than sixty (60) days from the completion of the services provided hereunder.

C. The Land Bank reserves the right to withhold or offset against any funds payable to PHDC for any invoice for which the Land Bank asserts a discrepancy exists or for PHDC's failure to satisfactorily perform the terms of this Contract, as determined solely by the Land Bank.

D. PHDC shall, upon termination of this Contract, remit to the Land Bank an accounting of all funds received pursuant to this Contract and the Agreements. PHDC shall return to the Land Bank all funds provided hereunder which have not been expended for legitimate expenses. Final statement must be submitted to the Land Bank within sixty (60) days of the termination date.

IV. LAND BANK RESPONSIBILITY

The Land Bank shall remain responsible for (i) the operation, management, oversight, and conduct of the Land Bank and (ii) the actions of PHDC, and its agents and employees, only to the extent they relate to the operation, management, oversight, and conduct of the operations of the Land Bank. The Land Bank shall not in any way assign or transfer to PHDC: (a) the Land Bank's liability for any contracts, real property (including, by way of example and not limitation, rental and lease agreements), wages, utility bills, taxes or other costs and expenses, either as required or that are incidental to the operation of the Land Bank; or (b) the Land Bank's obligation and duties that are necessary for the retention of the "incidents of ownership" of the assets and control of the Land Bank. In addition to the general and administrative expenses set forth in Section III A and Section III B hereof, the Land Bank shall remain responsible for all expenses, costs, utilities, insurance, wages, and benefits of the Land Bank's employees (if any), contracts with third parties, taxes, premises liability, and all other claims, contracts, liabilities, and financial responsibility associated with the Land Bank's operations. The Land Bank is merely contracting with PHDC to provide management services.

V. PHDC RESPONSIBILITY

A. PHDC shall remain responsible for (i) the operation, management, oversight, and conduct of PHDC and (ii) the actions of PHDC, and its agents and employees, only to the extent they relate to the operation, management, oversight, and conduct of the non-Land Bank-related operations of PHDC.

B. Notwithstanding anything to the contrary set forth in Section III A and Section III B hereof, PHDC shall remain responsible for all expenses, costs, utilities, insurance, wages and benefits of PHDC's employees, contracts between PHDC and third parties, taxes, premises liability, and all other claims, contracts, liabilities, and financial responsibility associated with PHDC's business activities. PHDC is simply contracting with the Land Bank to provide management services.

C. Upon request by the Land Bank Board, PHDC shall make reports and presentations to the Land Bank Board relating to the management services provided under this Contract.

VI. INDEMNIFICATIONS

A. The Land Bank shall defend, indemnify, and hold PHDC and all of its directors, officers, and employees harmless, including, without limitation, attorneys' fees, for any and all claims of the Land Bank's vendors, employees, directors, suppliers, contractors, agents, and representatives, and all other claims, suits, damages, and losses to the extent arising out of or related to the Land Bank, its business operations, its real property, or any and all acts or omissions of the Land Bank. Except for claims asserted by PHDC's employees as provided below in Section VI B below, PHDC shall be added as an additional insured on all liability insurance policies of the Land Bank on a primary and noncontributory basis, excluding its Workers' Compensation and Employers Liability insurance and Officers Liability insurance.

B. PHDC shall defend, indemnify, and hold the Land Bank and all of its directors, officers, and employees harmless, including, without limitation, attorneys' fees, for any and all claims of PHDC's non-Land Bank-related vendors, employees, directors, suppliers, contractors, agents, and representatives, and all other claims, suits, damages and losses to the extent arising out of or related to the non-Land Bank-related acts or omissions of PHDC. Further, to the extent covered by any such applicable insurance, PHDC shall defend, indemnify, and hold the Land Bank harmless for any and all claims of PHDC's employees. In addition, the Land Bank shall be added as an additional insured on all liability insurance policies of PHDC solely to cover any non-Land Bank-related claims or claims of PHDC's employees on a primary and noncontributory basis, excluding its Workers' Compensation and Employers Liability insurance and Officers Liability insurance.

VII. INDEPENDENT CONTRACTOR

Notwithstanding anything contained herein to the contrary, all rights and duties hereby granted to and assumed by PHDC are those of an independent contractor only. Nothing contained

herein shall create an employer/employee relationship between PHDC and the Land Bank, or their respective directors, officers, employees, agents, and representatives. The parties acknowledge and agree that it is their intention that PHDC and its directors, officers, employees, agents, and representatives shall be and remain independent contractors in connection with its relationship with the Land Bank and that this Contract shall not render PHDC, or its directors, officers, employees, agents, and representatives, an employee, partner, agent, or joint venturer of or with the Land Bank. The Land Bank shall not be responsible for withholding taxes with respect to compensation paid to PHDC, or its directors, officers, employees, agents, and representatives, hereunder or the compensation paid by PHDC to its directors, officers, employees, agents, and representatives. PHDC and its directors, officers, employees, agents, and representatives shall have no claim against the Land Bank hereunder or otherwise for, among other things, unpaid minimum wages, overtime premiums, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind.

VIII. LAND BANK RECORDS

A. PHDC acknowledges and agrees that all records, data, materials, programs, plans, marketing strategies, financial information, business plans, technologies, Land Bank employee personnel files and medical records (if any), Land Bank employee health and other insurance (if any), Land Bank employee pension and other retirement benefit plans (if any), Land Bank employee fringe benefits (if any) and other information received or created by PHDC in connection with its performance of management services under this Contract (collectively, "Records") shall be maintained separately from any other records or information under PHDC's custody, control or possession.

B. Upon request, PHDC shall provide to the Land Bank Board, the Executive Director, and their agents, representatives, and consultants reasonable access to all Records, provided, PHDC takes all necessary and appropriate action required to comply or maintain compliance with all applicable laws, codes and regulations in providing any such access.

C. All Records shall at all times be and remain the exclusive property of the Land Bank and shall be returned to the Land Bank upon termination of this Contract.

D. All requests for Records, including, but not limited to, any governmental, judicial, or administrative orders, subpoenas, discovery requests, regulatory requests, or similar methods, shall be submitted to the general counsel and/or the individual appointed as the Right To Know Officer (the

“RTKO”) of the Land Bank. The general counsel and/or the RTKO of the Land Bank shall be responsible for responding to all such Records requests. Notwithstanding anything contained herein to the contrary, the Land Bank shall defend, indemnify, and hold PHDC harmless, including, without limitation, attorneys’ fees, for any and all claims, suits, damages, and losses to the extent arising out of or related to any and all requests for Records, including, but not limited to, any responses, failures to respond and/or other acts, delays or omissions relating to any such requests.

E. Nothing in this Contract shall be deemed a waiver or release of, or supersede, modify or diminish, in any respect whatsoever, any of the Land Bank’s rights or defenses under the Right To Know Law (“RTKL”), all of which are expressly reserved.

IX. PHDC PROPRIETARY RIGHTS

A. Definitions. For purposes of this Contract, “Confidential Information” means any data or information that is received or created by PHDC in connection with its non-Land Bank-related business and activities, and therefore proprietary exclusively to PHDC, and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) HR information, records and materials including methods, programs, employee personnel files and medical records, health and other insurance, pension and other retirement benefit plans, fringe benefits, policies, plans, processes, specifications, characteristics, raw data, databases, formulations, know-how, experience and proprietary information; (ii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (iii) plans for programs or services, and client or contractor lists; (iv) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (vi) any other information that should reasonably be recognized as confidential information of PHDC, whether in writing or presented, stored or maintained in or by electronic, magnetic, digital, internet, computer or other means. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Land Bank acknowledges that the Confidential Information is

proprietary to PHDC, has been developed and obtained through great efforts by PHDC and that PHDC regards all of its Confidential Information as trade secrets.

B. Exceptions to Confidential Information. Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Land Bank prior to receiving the Confidential Information from PHDC; (ii) becomes rightfully known to the Land Bank from a third-party source not known (after diligent inquiry) by the Land Bank to be under an obligation to PHDC to maintain confidentiality; (iii) is or becomes publicly available through no fault of or failure to act by the Land Bank in breach of this Contract; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise required to be disclosed by law or regulation, although the requirements of this Section IX shall apply prior to any disclosure being made; and (v) is or has been independently developed by employees, contractors, consultants, or agents of the Land Bank without violation of the terms of this Contract or reference or access to any Confidential Information.

C. Non-Disclosure to Third Parties. From time to time, PHDC may disclose or may have disclosed Confidential Information to the Land Bank or the Land Bank may gain access to or receive Confidential Information in the course of PHDC performing the services required under this Contract. The Land Bank will: (a) limit disclosure of any Confidential Information to those employees who have a need to know such Confidential Information, and will share with senior management of the Land Bank and the Land Bank Board only on a “need to know” basis, in connection with the performance by PHDC of such services, and only for that purpose; (b) advise any such employees of the proprietary nature of the Confidential Information and of the obligations set forth in this Contract and require such employees to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not share or disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). The Land Bank shall be responsible for any breach of this Contract by any of its directors, officers, employees, agents, or representatives.

D. Use of Confidential Information. The Land Bank acknowledges and agrees to not use the Confidential Information for any purpose other than as authorized by this Contract without the prior written consent of an authorized representative of PHDC. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Land Bank hereunder. Title to the Confidential Information will remain solely with PHDC. All use of Confidential Information by the Land Bank shall be for the benefit of PHDC and any modifications and improvements thereof by the Land Bank shall be the sole property of PHDC. Except as specifically permitted under this Contract, the

Land Bank shall not, at any time now or in the future, directly or indirectly, use, publish, disseminate, or otherwise disclose any Confidential Information to any third party without the prior written consent of PHDC, which consent may be denied in each instance, and all of the same, together with publication rights, shall belong exclusively to PHDC.

E. Compelled Disclosure of Confidential Information. Notwithstanding anything in the foregoing to the contrary, the Land Bank may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or similar method, provided that the Land Bank promptly notifies, to the extent practicable, PHDC in writing of such demand for disclosure so that PHDC, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Land Bank's business (not targeted at PHDC), the Land Bank may promptly comply with such request provided the Land Bank gives (if permitted by such regulator) PHDC prompt notice of such disclosure. The Land Bank agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, PHDC with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if PHDC is unable to obtain or does not seek a protective order and the Land Bank is legally required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

F. Documents, etc. All documents, internet and electronic records, diskettes, tapes, procedural manuals, guides, specifications, plans, drawings, designs, and similar materials, lists of present, past or prospective HR information, records and materials including methods, programs, employee personnel files and medical records, health and other insurance, pension and other retirement benefit plans, fringe benefits, clients, contractors, contractor proposals, invitations to submit proposals, price lists and data relating to the pricing of PHDC's programs and services, records, notebooks and all other materials containing Confidential Information (including all copies and reproductions thereof), that come into the Land Bank's possession or control, whether prepared by the Land Bank or others: (a) are the property of PHDC, (b) will not be used by the Land Bank in any way, (c) will not be provided or shown to any third party by the Land Bank, (d) will not be removed from the Land Bank's or PHDC's premises, and (e) at the termination (for whatever reason), of PHDC's relationship with the Land Bank, will be left with, or forthwith returned by the Land Bank to PHDC.

G. RTKL Exemption Reservation.

Nothing in this Contract shall be deemed a waiver or release of, or supersede, modify or diminish, in any respect whatsoever, PHDC's exemptions from, or rights or defenses under, RTKL, all of which are expressly reserved.

X. WAIVER

Any waiver by either party of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers by either party shall be in writing.

XI. SEVERABILITY; REFORMATION

In case any one or more of the provisions or parts of a provision contained in this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Contract; and this Contract shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of provision) contained in this Contract shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

XII. HEADINGS

Headings and subheadings are for convenience only and shall not be deemed to be a part of this Contract.

XIII. AMENDMENTS

This Contract may be amended or modified, in whole or in part, only by an instrument in writing signed by all parties hereto.

XIV. NOTICES

Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified in the preamble to this Contract.

XV. COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

XVI. GOVERNING LAW

This Contract shall be construed in accordance with and governed for all purposes by the laws of Pennsylvania applicable to contracts executed and wholly performed within such jurisdiction. Any dispute arising hereunder shall be referred to and heard in only a federal or state court located in Philadelphia, Pennsylvania.

XVII. SURVIVAL

The provisions of Sections III to VI, VIII to XI, and XV to XVII of this Contract shall survive the expiration of the Term or the termination of this Contract. This Contract supersedes all prior agreements, written or oral, between PHDC and the Land Bank relating to the subject matter of this Contract.

XVIII. NO THIRD PARTIES

The parties agree that: (a) this Contract is for the benefit of the parties to this Contract and is not intended to confer any rights or benefits on any third party, except as set forth in Section VI; and (b) there are no third-party beneficiaries to this Contract or any specific term of this Contract, except as set forth in Section VI.

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EXECUTED, under seal, effective as of the Effective Date.

**PHILADELPHIA HOUSING
DEVELOPMENT CORPORATION**

**PHILADELPHIA LAND
BANK**

By: _____
Name:
Title:

By: _____
Angel Rodriguez
Executive Director

EXHIBIT A

PHDC's general and administrative expenses, to be allocated to the Land Bank pursuant to Section IIIA(1) are as follows:

- Fidelity Insurance
- Payroll Services
- Phone system (landlines)
- Unemployment compensation
- Prescription costs for PHDC employees.

RESOLUTION NO. 2020 – _____

**RESOLUTION REGARDING PURCHASE AND DEVELOPMENT
AGREEMENT FOR 1938 AND 1942 N. DARIEN STREET**

WHEREAS, the Philadelphia Land Bank (“**Land Bank**”) and Yuhan Holdings LLC (“**Developer**”) entered into a Purchase and Development Agreement dated June 7, 2017 (the “**PDA**”) for the sale and development of 1938 N. Darien Street and 1942 N. Darien Street.

WHEREAS, section 23 of the PDA provides, among other things, that the Developer may not assign the PDA prior to the issuance of a Certificate of Completion unless the Land Bank has given its prior written consent.

WHEREAS, the Developer has requested that the Land Bank consent to an assignment of the PDA to North Darien Holdings LLC (“**Assignee**”).

WHEREAS, Assignee is willing to assume the PDA and has requested that the PDA be amended in certain respects.

WHEREAS, the Philadelphia Land Bank Board of Directors (“**Board**”) has determined that it is in the best interest of the Land Bank to consent to the assignment of the PDA to Assignee and to amend the PDA in accordance with the terms of this Resolution.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Philadelphia Land Bank that:

1. The Board hereby consents to the assignment of the PDA to the Assignee.
2. The Executive Director is hereby authorized to amend the PDA with such terms and conditions as the Executive Director shall deem necessary or desirable, except that the following deadlines shall not be extended without further approval of the Board
 - (i) Construction Commencement Date: no later than April 30, 2021.
 - (ii) Construction Completion Deadline: no later than eighteen (18) months following the Construction Commencement Date.
3. Subject to the terms of this Resolution, the Executive Director and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements and other documents, as may be necessary or desirable, to assign the PDA to Assignee and amend the PDA (collectively, the “**Transaction Documents**”) and, from time to time and at any time, amend, supplement, and modify the Transaction Documents, or any of them, as may be necessary or desirable. The Transaction Documents and any amendments, supplements, and modifications thereto shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate subject to the terms of this Resolution, and, when so executed and delivered by the Land Bank shall constitute the valid and binding obligations of the Land Bank.
4. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents. The Executive Director or Senior Counsel

will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.

5. This Resolution shall take effect immediately upon adoption by the Board.

RESOLUTION NO. 2020 – _____

**RESOLUTION AUTHORIZING CONVEYANCE OF
1605 N. 33RD STREET TO THE PHILADELPHIA REDEVELOPMENT AUTHORITY**

WHEREAS, Section 16-707 of the Philadelphia Code authorizes the Philadelphia Land Bank (“**Land Bank**”) to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Land Bank in the form and by the method determined to be in the best interests of the Land Bank.

WHEREAS, the Board of Directors has determined that it is in the best interest of the Land Bank to convey 1605 N. 33rd Street (the "**Property**") to the Philadelphia Redevelopment Authority (the "**Purchaser**").

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Directors of the Philadelphia Land Bank that:

1. The conveyance of the Property to the Purchaser for One Dollar (\$1.00) is in the best interests of the Land Bank and is hereby approved.
2. Subject to the terms of this Resolution, the Executive Director and Senior Counsel are each hereby authorized, in the name of and on behalf of the Land Bank, to prepare, execute, deliver, and perform any and all agreements, deeds, and other documents, as may be necessary or desirable, to consummate the conveyance of the Property (collectively, the “**Transaction Documents**”) and, from time to time and at any time, amend, supplement, and modify the Transaction Documents, or any of them, as may be necessary or desirable. The Transaction Documents and any amendments, supplements, and modifications thereto shall contain such terms and conditions as the Executive Director and Senior Counsel shall deem necessary or appropriate subject to the terms of this Resolution and, when so executed and delivered by the Land Bank, shall constitute the valid and binding obligations of the Land Bank.
3. The Executive Director with the advice of Senior Counsel may modify this Resolution as may be necessary or desirable to carry out its purposes and intents. The Executive Director or Senior Counsel will notify the Board of all modifications to this Resolution at the next Board meeting following the date of such modifications.
4. This Resolution shall take effect immediately upon adoption by the Board.

1. **ADDRESS:** 1605 N. 33rd Street

2. **PROPERTY INFORMATION**

Zip Code: 19121	Census Tract: Insert Census Tracts	Council District: 5
Zoning: RM-1	Lot Area: 1779	
OPA Value: \$15,200.00	Appraised Value: \$75,000.00	
Redevelopment Area: North Philadelphia	Urban Renewal Area: Model Cities	

3. **APPLICANT INFORMATION**

Applicant Name: Habitat for Humanity	Type: Nonprofit
Entity Owners:	
Mailing Address: 1829 N. 19th Street, Philadelphia, PA 19121	
Authorized Contact: K. Catherine Roney	
Application Date: 6/19/2020	

4. **PROJECT INFORMATION**

Disposition Type: Non-Comp: 51% of Site as Affordable, Workforce, or Mixed Income Housing	Strategic Plan Goal (Land Bank Only): Housing - Affordable (31%-60% AMI)
Price: \$1.00	Proposed Use: Residential
Development Type: New Construction	No. of Buildings: 10
Units: 22 - Residential / 0 - Commercial	End User: Sale to Homebuyer
Gross Floor Area (sq. ft.): Insert Gross Floor Area (sq. ft.)	Construction Cost / sq. ft.: \$Insert Const. Cost per sq. ft.
Construction Costs: \$Insert Construction Costs	Project Funding Available: Acceptable Plan Verified - Applicant has provided documentation of reasonable ability to obtain necessary funds in an amount no less than total project costs.
Total Project Costs: \$7,151,000.00	

5. **APPROVALS, DEADLINES, EOP**

Agreement Executed: TBD	Economic Opportunity Plan Goals: N/A
Land Bank Board Approval: TBD	PRA Board Approval: TBD
Construction Commencement Deadline: N/A	Construction Completion Deadline: N/A

6. DEVELOPMENT SUMMARY

How was title acquired? N/A

Project Summary:

Habitat for Humanity proposes to convert 15 vacant lots into 22 affordable units. Philadelphia Land Bank is transferring this parcel to the Philadelphia Redevelopment Authority to streamline the transfer.

Summary of Restrictions or Covenants: This transaction is subject to the following only if the box is checked:

☐ Irrevocable Power of Attorney

☐ Right of Re-entry/Reverter

If neither box above is checked, explain why here. The legislation requires these items "to the extent feasible in the context of the particular transaction". If boxes are checked, delete these instructions

INSERT A SUMMARY OF THE RESTRICTIONS APPLICABLE TO THE TRANSACTION

7. STAFF RECOMMENDATION

Staff recommends the transfer of this parcel.

Prepared by: Roneece S. Dent -Senior Development Specialist

Reviewed by: Angel Rodriguez - Deputy Executive Director- Land, Philadelphia Redevelopment Authority

Attachments - If box below is checked, the item is attached.

☒ Property photos

☐ Site Plan

☐ Floor Plans

☐ Sources and Uses (Excel spreadsheet)

☐ Appraisal Summary Page

Interagency transfer.

1605 N. 33rd Street

