

COMMUNITY BENEFITS AGREEMENT

256 N 32ND STREET

This Community Benefits Agreement (“Agreement”) is entered into this 21st day of December, 2021, between John A. Carney, his successors and assigns, (“Owner”) and the Powelton Village Civic Association (“RCO”). Owner and RCO together are hereinafter collectively referred to as the “Parties.”

WHEREAS, Owner is the record owner of the property known as 256 N 32nd Street, Philadelphia, PA (the “Property” or “Project”).

WHEREAS, after proper notice under the Philadelphia Code, an RCO meeting was held on October 6, 2021 relating to the variance request associated with Zoning Application No. ZP-2021-006628.

WHEREAS, the RCO is the coordinating RCO as identified by the Philadelphia Planning Commission.

WHEREAS, Owner plans to legalize a pre-existing two family dwelling in an existing structure under according to Zoning Permit Application No. ZP-2021-006628, on appeal to the Philadelphia Zoning Board of Adjustment (the “ZBA”) and to be heard on December 22, 2021 at 9:30 AM.

WHEREAS, the making of this Agreement shall not be deemed an admission of any liability or wrongdoing whatsoever on the part of Owner or RCO. Instead, the Parties merely wish to enter into a mutually beneficial relationship through this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations of, the Parties set forth below, and each intending to be legally bound, along with other good and valuable consideration the receipt of which is hereby acknowledged, the Parties hereby agree:

- 1. RCO’s Consideration.** RCO agrees to support Project and the requested variance (“Variance”), express support at the upcoming RCO meeting, and to notify the Philadelphia Zoning Board of Adjustment (“ZBA”) of that support via email at rcozba@phila.gov with carbon copy to vern@alawphilly.com prior to the ZBA Appeal hearing scheduled to be held on Wednesday, December 22, 2021 at 9:30 AM.
- 2. Owner’s Consideration.** In exchange for the consideration described in Paragraph 1 the Owner agrees to the following:
 - A. Owner shall work with RCO in determining landscaping upgrades at the Property.
 - B. Owner shall contract for commercial trash pickup.
 - C. Owner shall not lease any unit to more than three unrelated individuals.

COMMUNITY BENEFITS AGREEMENT

256 N 32ND STREET

- D. Owner shall only offer lease terms of a year or more.
- E. Owner shall provide a copy of all leases to the RCO and work in good faith to develop a relationship and build goodwill with the community and give a preference to tenants who are not undergraduate students so long as such a preference does not violate state or federal law.
- F. Owner shall include a lease clause that restricts the number of cars in each car port to one.
- G. Owner shall include a lease clause that forbids kegs or gatherings of more than 10 people. Owner may host family gatherings in excess of 10 people.
- H. Owner shall provide RCO with contact information for property owner or manager for when issues arise.
- I. Owner shall reduce the number of bedrooms in Unit 1 from five to four.
- J. Owner shall include lease clauses that provide for material breach of the lease if any tenant occupies the Property in a way that disturbs the quiet enjoyment of near neighbors.
- K. In the event that Owner breaches Consideration items A-J above, after the Cure Period described below, Owner shall pay to RCO a per diem fine of \$25.00 until any such breach is cured.

3. Severability. All of the provisions of this Agreement are intended to be distinct and severable. If any provision of this Agreement is or is declared to be invalid or unenforceable, it shall be ineffective only to the extent of such invalidity or unenforceability. Such invalidity or unenforceability shall not affect either the balance of such provision, to the extent it is not invalid or unenforceable, or the remaining provisions hereof; nor render invalid or unenforceable such provision.

4. Entire Agreement. This Agreement and any exhibits constitute the entire understanding and agreement among the Parties with respect to the subject matter hereof, and supersedes any prior negotiations, representations or discussions, and any preliminary agreements among the Parties, unless, specifically incorporated herein by reference. No previous promise, warranty, representation, or covenant included in this Agreement has been, or is, relied upon by either party. This Agreement may not be modified, altered, amended or changed except by a written instrument signed by each of the Parties.

5. Other Agreements. Notwithstanding the foregoing, nothing in this Agreement shall preclude any of the Parties hereto from entering into any other agreement with each other or with any third party at or after the time this Agreement is executed relating to matters not specifically addressed in this Agreement.

6. Notices. All notices required under the terms of this Agreement shall be given by reputable overnight mail, return receipt requested, and by email, to:

COMMUNITY BENEFITS AGREEMENT

256 N 32ND STREET

If to Owner:

Vern Anastasio, Esquire
Anastasio Law, LLC
The Philadelphia Building
1315 Walnut Street, Suite 1006
Philadelphia, PA 19107
215-609-4165 (P)
215-825-7671 (F)
vern@alawphilly.com

If to RCO:

Michael Jones
Mjones1@swarthmore.edu

Deb McCarty
pwddepdog@gmail.com

The Parties may change the person to be notified and the address for notification by written notice to the other party sent in the same manner as the notice specified herein.

7. Cure Period. In the event of any breach of this Agreement by either Party, the non-breaching Party shall provide the breaching Party with notice of the breach according to Paragraph 6 and the breaching Party shall have 14 days to cure said breach. If the breaching Party is making reasonable efforts to cure said breach, then the breaching Party shall be compliant with the terms of this paragraph during such time reasonable efforts to cure are employed. In the event that a breach of this Agreement by either Party creates an emergent risk to life or property, the non-breaching Party shall immediately provide the breaching Party with notice of the breach, and a description of the emergent risk to life or property according to Paragraph 6 and the breaching Party shall immediately employ all reasonable efforts to cure said breach.

8. Binding Upon Parties. This Agreement shall inure to the benefit of and be binding upon, the Parties hereto and their respective successors, assigns and designees.

9. Headings. The headings and captions in this Agreement are inserted for convenience of reference only and in no way define or limit the scope or intent of this Agreement or any provision hereof.

10. Applicable Law, Choice of Forum & Construction. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania with exclusive jurisdiction in the Court of Common Pleas for Philadelphia County. The Parties

COMMUNITY BENEFITS AGREEMENT

256 N 32ND STREET

acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment hereof.

11. Effectiveness of Agreement. It is agreed by the Parties that this Agreement shall become effective upon final execution. All prior construction, if any, shall be retroactively deemed to be compliant with the terms of this Agreement.

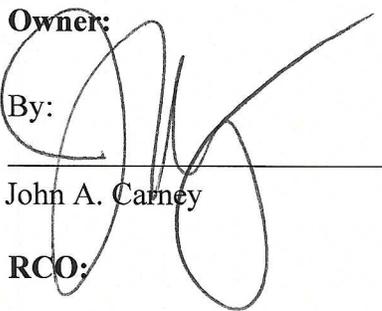
12. Successors, Assign and Delegation. This Agreement is binding upon, and, shall inure to the benefit of the parties themselves, as well as their respective representatives, successors, permitted assigns, heirs and estates. The benefits under this Agreement may be assigned by a party upon notice to the other party, but no obligation under this Agreement may be delegated or transferred by a party without the express written permission of the other party in a signed writing that explicitly mentions this Agreement.

13. Authority. The individuals executing this Agreement represent and warrant that they are each authorized to bind the respective Parties and have had the opportunity to consult with legal counsel.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and together shall be considered one and the same binding Agreement.

IN WITNESS WHEREOF the Parties hereto, intending to be legally bound, have executed this Agreement as of the day and year first above written.

Owner:

By: 

John A. Carney

RCO:

By: _____

Patrick Colgan, PVCA President