

**COMMUNITY BENEFITS AGREEMENT**

**THIS COMMUNITY BENEFITS AGREEMENT** (hereinafter, "the Agreement") is entered into this 20<sup>th</sup> day of November, 2022 (the "Effective Date"), by and between **BROAD LOMBARD ASSOCIATES, L.P.** (hereinafter, "Owner") and **CENTER CITY RESIDENTS' ASSOCIATION OF PHILADELPHIA** (hereinafter "CCRA").

**WHEREAS**, Owner owns or has under contract certain adjacent real property in the City of Philadelphia, Pennsylvania currently known as 500-10 S. Broad Street, 512-520 S. Broad Street & 1422 Lombard Street, some or all of such properties treated as a single property for zoning purposes under an ultimate lot consolidation (hereinafter, "the Property");

**WHEREAS**, Owner intends to submit the Property to a condominium regime pursuant to the Pennsylvania Uniform Condominium Act (the "Act") containing multiple units, one of which will encompass the portion of the Property currently designated as 500-10 S. Broad St. (the "Health Center Unit");

**WHEREAS**, Owner plans to develop the Property in several phases, the first of which will be confined to the Health Center Unit;

**WHEREAS**, Owner desires and intends to, *inter alia*, preserve and adapt for commercial/retail and underground parking use the existing historic District Health Center Number One building, construct an approximately 516,907 gross square foot multi-use residential tower on the Health Center Unit, and utilize a surface parking lot at 401-414 S. Watts Street (hereinafter, the "Phase 1 Project");

**WHEREAS**, CCRA is the registered community organization (hereinafter, "RCO") under the Philadelphia Zoning Code authorized to represent the interests of the residents who live in the territory encompassing the south side of John F. Kennedy Boulevard to the north side of South Street, and from the west side of Broad Street to the Schuylkill River; and which such territory includes the Property; and

**WHEREAS**, Owner has, to date, engaged with CCRA regarding its plans to develop the Phase 1 Project;

**NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein, the adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, and intending to be legally bound, the parties hereby enter into this Agreement and agree to the following terms:

1. **Design Plans and Specifications.** Owner agrees to develop the Phase 1 Project substantially in accordance with the plans attached to this Agreement as Exhibit "A", including,

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but not limited to, the section titled "Phase 1 Project Summary", and the "Complete Streets Handbook Checklist" and "Civic Sustainable Design Checklist" attached thereto (hereinafter "the Current Plans"), subject to any and all necessary modifications that may be required or requested in connection with obtaining any zoning ordinance(s), approval(s), and/or permit(s) from the City of Philadelphia and/or any other governmental agency (hereinafter, "Necessary Modifications"). In addition to the foregoing, and subject to all such Necessary Modifications, the final plans for the Phase 1 Project shall provide for the following:

(a) Preservation of the exterior of the District Health Center Number One Building in accordance with the proposal submitted to the Philadelphia Historical Commission under cover letter dated June 10, 2022, attached to this Agreement as Exhibit "B", as revised and approved by the Philadelphia Historical Commission.

(b) Replacement of the once existing cornice at 1422 Lombard Street with a new one that is compatible with the house and the historic rowhouse architecture of Lombard Street.

(c) Installation of drains in the plaza that will surround the new apartment tower that drain storm water from the plaza into holding tanks that will delay the release of storm water into the municipal storm water/sewer system.

(d) Installation of infrastructure in the renovated parking garage in the District Health Center Number One building to allow the relatively simple future addition of electric vehicle charging stations at every parking space not currently designated for such a charging station.

2. **Modification of Design Plans and Specifications.** The parties acknowledge and understand that the Current Plans are not final, and further acknowledge and understand that the Current Plans will be modified as planning for, or the construction of, the Phase 1 Project progresses. Owner agrees that any such modifications will not materially increase the height, alter the mass, or general appearance of the Phase 1 Project. Notwithstanding, Owner may make the Necessary Modifications and may alter the exterior materials and finishes as it refines the final Phase 1 Project design, provided that it maintains the general quality and character of the exterior appearance. In the event of a material modification to the Current Plans, Owner agrees to provide timely copies of updated plans for the Phase 1 Project to CCRA. In the event CCRA determines that any updated plans materially increase the height, alter the mass, and/or general appearance of the Phase 1 Project, CCRA shall have the right to unilaterally terminate this Agreement and all of its obligations hereunder.

3. **Additional Items.** In a further effort to be a good neighbor and encourage the beneficial development of the area near the Property, Owner further agrees to the following:

(a) **Trees and Plantings.** Owner will make reasonable efforts to maximize the number of street trees and other plantings incorporated in the Phase 1 Project. Owner will endeavor to avoid loss of planting sites, and make reasonable efforts to use native (rather than non-native) trees and plants.

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(b) **Loading Zones.** Owner will make application to the City of Philadelphia to establish loading zones on Broad Street and Lombard Street. Notwithstanding the foregoing, deliveries and trash removal shall be to and from the loading dock on Lombard Street as and where shown on the Current Plans. Any loading zone on Broad Street will be intended for passenger pick up and drop off; and in connection therewith, Owner will make request to the City of Philadelphia that no vehicle may be parked in such loading zone on Broad Street for a time exceeding fifteen (15) minutes.

(c) **Subway Entrance.** Owner will make reasonable efforts to work with SEPTA to make improvements to the Broad Street Line entrance at the southwest corner of Broad and Lombard Streets.

(d) **Sustainable Design.** The Phase 1 Project will incorporate Energy Star appliances to enhance the energy efficiency of the building.

(e) **Exterior Maintenance.** Owner will comply with all applicable provisions of Title 4.2 of the Philadelphia Code, the Property Maintenance Code. In connection therewith, Owner will act in a reasonable manner to cure any acts of vandalism and/or graffiti occurring on or around the Property.

(f) **Trash and Litter.** Owner will comply with all applicable provisions of Title 4.2 of the Philadelphia Code, the Property Maintenance Code. In connection therewith, Owner agrees to make reasonable efforts to instruct occupants of the building encompassed by the Phase 1 Project to store trash within designated areas as and where shown on the Current Plans.

(g) **Deliveries and Trash Removal.** Owner agrees that deliveries to the Phase 1 Project and its occupants and trash removal from the Phase 1 Project are intended to be conducted through the designated off-street loading docks and loading areas off of Lombard Street, as and where shown on the Current plans; and only at times permitted by applicable law.

(h) **Traffic Congestion.** To avoid congestion on Lombard Street due on loading/unloading, Owner will make reasonable efforts to instruct occupants to schedule loading/unloading at such times as to restrict simultaneous use of any loading/unloading areas by more than the number of vehicles such area can reasonably accommodate.

4. **Diverse Enterprise and Workforce Opportunities.** Owner is committed to certain diverse enterprise and workforce goals for construction of the Phase 1 Project, which are designed both to ensure a diverse business enterprise pool as well as a workforce that is both diverse and reflective of the City of Philadelphia in accordance with the Equal Opportunity Plan entered into by and between the Owner and the City of Philadelphia Office of Economic Opportunity prior to closing on the Property. Owner agrees to provide CCRA with courtesy copies of reports it makes to the City of Philadelphia describing its efforts to comply with the Equal Opportunity Plan.

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5. **Support for Approvals.** As consideration for CCRA entering into this Agreement, CCRA agrees to the following:

(a) Except as otherwise expressly provided by this Agreement, CCRA shall not protest, oppose, contest, or appeal any application for a permit or other approval submitted by or on behalf of Owner with respect to the Phase 1 Project, including, but not limited to, any application relating to zoning, planning, streets, building, art, historic or utilities. Except as otherwise expressly provided by this Agreement, at the request of Owner, CCRA shall write to or send a representative to appear before any governmental board or agency to testify or otherwise indicate CCRA's non-opposition for any application for a permit or other approval submitted by or on behalf of Owner in connection with the Phase 1 Project.

(b) In the event of any appeal by CCRA of any permit or approval obtained by or on behalf of Owner, Owner shall have the right to unilaterally terminate this Agreement and all of its obligations hereunder.

6. **Construction Activity.**

(a) Owner shall provide CCRA with a proposed construction schedule and designate a construction contact prior to the commencement of construction work for the Phase 1 Project. The construction contact will be available to respond to and address any issues arising during the course of construction of the Phase 1 Project.

(b) All construction activities shall be performed in accordance with applicable provisions of Philadelphia Code Chapter 10-400. Temporary sidewalk and streets closures may be made in accordance with the rules and regulations of the Philadelphia Streets Department and other applicable laws. If sidewalk closures occur, protected temporary pedestrian walkways (i.e., buffered from traffic and covered) will be provided, subject to Streets Department approval and where physically feasible.

(c) Outdoor construction activity will be performed in accordance with all applicable City Codes, including, but not limited to, Title 4, The Philadelphia Building Construction and Occupancy Code. Owner anticipates that outdoor construction activity will be performed Mondays through Fridays from 7:00 a.m. until 5:00 p.m., and on Saturdays from 8:00 a.m. until 5:00 p.m. If Owner and/or its contractors, subcontractors, material suppliers, and/or agents find it necessary to work outside of the hours set forth above, Owner shall use reasonable efforts to give CCRA reasonable advance notice that such work at such times is necessary, and the reasons therefor.

(d) Owner shall instruct its contractors, subcontractors, material suppliers, and agents to conduct construction activities and construction related deliveries at the Property in such manner as to limit, to the extent reasonably possible, the raising and spreading of debris and dust which may migrate from the Property to the neighboring properties, and/or the creation (without prompt removal thereof) of waste and dirt piles, except in connection with the site excavation and

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foundation construction activities; provided, that such activities are conducted in accordance with applicable laws and codes.

(e) Owner shall make reasonable efforts throughout the duration of the construction of the Phase 1 Project to avoid interference with or obstruction of the utilities of and to neighboring properties, including (without limitation) the electrical, natural gas, cable, telephone, and water supply. In the event of any such interference or obstruction caused by Owner or any of its contractors, subcontractors, material suppliers, and/or agents, then Owner shall make any repairs to rectify the interference or obstruction that are within Owner's control and shall notify the respective utility provider to make repair of the interference or obstruction to the extent the repair is outside of Owner's control. Notwithstanding the foregoing, to the extent any interference or obstruction to neighboring residents or their tenants is caused by the utilities, Owner shall not be held responsible therefore.

(f) Owner will make reasonable efforts to direct its contractors, subcontractors, and material suppliers to not utilize the 400 block of S. Carlisle Street for deliveries, standing, or parking during construction.

### 7. Ground Floor Restaurant/Retail Variances.

(a) CCRA's consideration, as an RCO, of any referral from the Philadelphia Zoning Board of Adjustment and/or application for a zoning variance relating to any planned retail and/or commercial use shall be exempt from the requirements of Paragraph 5 of this Agreement. For the avoidance of doubt, CCRA shall have the right under this Agreement to oppose or not oppose any such future application. Owner acknowledges and understands that with regard to referrals relating to sit-down and take-out restaurants, CCRA frequently does not oppose the applications provided that the tenant or occupant agrees to certain standard restrictions concerning, *inter alia*, trash storage, trash pick-up, delivery times, live music, and noise mitigation.

(b) If any ground floor restaurant operating within the Phase 1 Project and acceptable to CCRA desires to hold a liquor license, CCRA shall cooperate with Owner in connection with the granting or transfer of one (1) or more liquor licenses to the Property. Such cooperation shall also include working in good faith with Owner to enter into a standard conditional licensing agreement (hereinafter, "CLA") with the Pennsylvania Liquor Control Board. Developer acknowledges and understands that with regard to CLAs, CCRA frequently asks liquor license applicants to agree to certain standard restrictions concerning, *inter alia*, live music, outdoor music, and noise mitigation.

8. Signage Variances. CCRA's consideration, as an RCO, of any application for a zoning variance relating to exterior signage on the Phase 1 Project shall be exempt from the requirements of Paragraph 5 of this Agreement. For the avoidance of doubt, CCRA shall have the right under this Agreement to oppose or not oppose any such future application.

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9. **Future Phases.** Recognizing that the Phase I Project is the first phase of what is intended to be a multi-phase development project, the parties acknowledge their intent to enter into a community benefits agreement with respect to such future phases.

10. **Notices.** All notices and other communications required herein shall be sent by email *and* U.S. first class mail (or in lieu of U.S. first class mail, by another recognized delivery service) to the following addresses:

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| (1) <b><u>If to Owner:</u></b><br>Broad Lombard Associates, L.P.<br>c/o The Goldenberg Group, Inc.<br>630 Sentry Parkway, Suite 300<br>Blue Bell, PA 19422<br>Attn: Robert W. Freedman, Esq.<br>Email: <a href="mailto:rfreedman@goldenberggroup.com">rfreedman@goldenberggroup.com</a> | (2) <b><u>If to CCRA:</u></b><br>CCRA<br>1900 Market Street, Fl 8<br>Philadelphia, PA 19103<br>Attn: Executive Vice President<br>Email: <a href="mailto:centercity@centercityresidents.org">centercity@centercityresidents.org</a> |
|---|--|

with a copy to:  
Klehr Harrison Harvey Branzburg LLP  
1835 Market Street  
Suite 1400  
Philadelphia, PA 19103  
Attn: Ronald J. Patterson, Esq.  
Email: [rpatterson@klehr.com](mailto:rpatterson@klehr.com)

with a copy to:  
Stevens & Lee, P.C.  
1500 Market Street  
East Tower, Suite 1800  
Philadelphia, PA 19102  
Attn: Wade Albert, Esq.  
Email: [wade.albert@stevenslee.com](mailto:wade.albert@stevenslee.com)

or in each case, at such other addresses as may, from time-to-time, be specified in writing, provided that no change shall be deemed to have been given until it is actually received by the other party.

11. **Recording.** Owner will record a Notice of the existence of this Agreement with the Philadelphia Department of Records in form and substance acceptable to Owner at the time Owner obtains construction financing for the Phase I Project, notice of which will be provided to CCRA. As consideration for the recordation of a Notice of this Agreement, CCRA makes the following commitments:

(a) CCRA shall execute a satisfaction and release of the Agreement, in recordable form, to be held in escrow by a title company. Attached thereto shall be mutually agreed-upon instructions to the title company for recordation of the satisfaction (in the form attached as Exhibit "C"). Additionally, CCRA shall execute a termination of memorandum, in form reasonably acceptable to the parties, and deliver same to a title company, on or before the date the Notice referenced above is recorded, to be held in escrow and to be recorded in the event this Agreement is terminated in accordance with Section 5(b).

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(b) CCRA agrees that it shall execute, in recordable form, such partial satisfactions of the covenants contained within this Agreement as may be requested by Owner from time to time during the course of development.

(c) CCRA agrees that it will, from time to time, execute and deliver to Owner and/or its direct and/or indirect owners a written statement addressed to Owner (or to such other party designated by Owner, including but not limited to, the direct and/or indirect owners of Owner and mortgagees of Owner and any other any party providing debt and/or equity financing to Owner and/or the direct and/or indirect owners of Owner ), which statement must certify to such person and its successors and assigns that Owner is not in default as to any obligations of Owner under this Agreement (or if Owner is in default, specifying any default), confirm covenants contained herein have been satisfied, must confirm CCRA's agreements contained above, and must contain such other information or confirmations as Owner may reasonably require. CCRA shall return such executed statements within 10 business days of Owner's request. A form Estoppel is attached hereto as Exhibit "D".

12. **Lender and Partner Modifications.** In connection with Owner obtaining any construction financing and/or Owner and/or its direct and/or indirect owners obtaining any other mortgage, debt and/or equity financing with respect to the Phase 1 Project, if any such lender or partner requests modifications or changes to this Agreement and/or a subordination, non-disturbance, and attornment agreement (hereinafter an "SNDA"), the parties will cooperate in acknowledging and documenting such changes or modifications and/or in executing any SNDA, which SNDA, at any such lender's or partner's option, shall be in recordable form. CCRA shall not terminate this Agreement in the event of a default hereunder by Owner unless CCRA shall have first given any such lender or partner notice of and a reasonable opportunity to cure such default and any such Estoppel and/or SNDA shall specifically provide for the giving of such notice by CCRA to such lender or partner and opportunity to cure by such lender or partner. Should any modification or change to this Agreement or Estoppel or SNDA be requested hereunder, CCRA agrees to execute and deliver such required documentation within the timeframe outlined in Paragraph 11(c) above.

13. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, a party shall notify the other party of any such dispute in writing and shall receive a response from the party or parties claimed to be in breach within five (5) business days following receipt of such notice substantively responding to the dispute notice and proposing a time and place for meeting within five (5) business days following the date of the response if such response does not fully resolve the dispute.

(a) The party in breach shall be given an opportunity to cure such breach within ten (10) days following notice thereof, or, in the event such breach cannot be remedied in such period but the party in breach is diligently pursuing a remedy, such cure period shall be extended for sixty (60) days.

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(b) If the dispute is not settled through negotiation or an alleged breach is cured within the period set forth above, the parties agree first to try in good faith to settle the dispute by mediation within thirty (30) days administered under the Rules of the American Association of Arbitration before pursuing any judicial resolution. In the event that the parties are unable to agree on a mediator, a mediator shall be appointed by the named administrator.

(c) After exhausting the mediation procedure set forth in the immediately preceding Section and the expiration of any applicable cure periods, a party may bring suit against another party or otherwise pursue all remedies available at law or in equity at such party's own cost and expense.

14. **Effectiveness.** In the event that L&I does not issue a final zoning permit for the Phase 1 Project, or if there is a third-party appeal of the final zoning permit or any other zoning permit, building permit, license or approval for the Phase 1 Project which is not finally and conclusively decided in favor of the Owner or the Phase 1 Project, or if the Owner or its successor is unable to begin construction of the Phase 1 Project for any reason within two (2) years of the Effective Date, then this Agreement shall be null and void and the parties shall have no further obligation to each other.

15. **Authority.** The individuals executing this Agreement represent and warrant that they are each authorized to bind their respective party.

16. **Successors and Assigns.** The terms and conditions set forth herein are covenants intended by the parties hereto to apply to and bind Owner and CCRA, and each of their respective successors and assigns (as well as any managers or operators of the Phase 1 Project and the premises thereof, and any condominium and/or co-operative association and members thereof in the event that the Property is ever converted into condominium or co-operate type ownership) with respect to the Phase 1 Project and the Health Center Unit. Owner agrees to provide a copy of this Agreement to any prospective successor or assign, and require that any successor or assign agree to be bound by this Agreement as a condition of any sale or conveyance; and this Agreement shall be solely binding upon such successors and assigns, and any previous owner shall be released from any liability hereunder. As a condition to such release, Owner agrees to provide CCRA with a copy of Owner's written notice to such successor or assign, and such successor's or assign's acceptance thereof, regarding the requirements of this Paragraph.

17. **Voluntary Agreement.** The parties acknowledge and represent that each has had the opportunity to thoroughly discuss all aspects of this Agreement with an attorney, that each has carefully read and fully understood all of the provisions of this Agreement, and that each is voluntarily entering into this Agreement.

18. **Submission to Jurisdiction.** The parties hereby consent to the jurisdiction of any state or federal court in Philadelphia County, Pennsylvania, and irrevocably agree that all actions and proceedings relating to this Agreement may and shall promptly be litigated in such courts.



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Each party further waives any objection it may have to the conduct of any action or proceeding in any such court based on improper venue or *forum non conveniens*.

### 19. Additional Terms.

(a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. All other agreements, understandings, and negotiations, by the parties with respect to the subject matter hereof, as of the date hereof, are merged into this Agreement.

(b) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(c) In the event that any court or governmental agency of competent jurisdiction finds that any provision of this Agreement, or part thereof, is illegal, invalid, or unenforceable in any respect, the court or governmental agency may limit, alter or reform such provision to render it valid and enforceable. In the event that any court or governmental agency of competent jurisdiction finds that any part of this Agreement is illegal, invalid, or unenforceable in any respect, and that limitation, alteration, or reformation of the provision is not possible, then the validity, legality, and enforceability of the remainder shall not be affected.

(d) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law.

(e) The terms of this Agreement may be changed, waived, discharged, or terminated only by an agreement in writing signed by all parties.

(f) No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained herein shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in any other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

(g) The recitals contained in this Agreement are incorporated herein as if set forth at length. The headings in this Agreement are for convenience of the parties and are not part of the substance thereof.

(h) This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.

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**IN WITNESS WHEREOF**, I have hereunto set my hand and seal on the dates set forth below.

Broad Lombard Associates, L.P.

Center City Residents' Association  
of Philadelphia

By: \_\_\_\_\_  
Kenneth N. Goldenberg,  
General Partner

By:   
Richard Gross,  
President