

NEIGHBORHOOD DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement"), entered into as of April 4, ~~2021~~, 2022 by **LOGAN SQUARE NEIGHBORHOOD ASSOCIATION**, a Pennsylvania nonprofit corporation ("LSNA"), of the one part, and **JONG SOO LEE** and **HYON MI LEE** (the "Owners"), of the other part (hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, Owners, Jong Soo Lee and Hyon Mi Lee, are the owners of the real property located at 2122 Race Street, Philadelphia, PA as more fully described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, the Owners intend to document or legalize two (2) existing roof decks at/on the existing structure at the Property (the "Building") and change the first floor use of the Building from a grocery with preparing and serving of food for (only) take-out, and accessory signage for the same, to one (1) additional residential dwelling unit which, along with the two (2) existing, permitted-approved residential dwelling units on/at the upper floors of the Building to remain, will result in a new total of three (3) residential dwelling units, all in accordance with the zoning permit application and zoning plans submitted to the City of Philadelphia Department of Licenses and Inspections ("L & I"), a copy of which is attached hereto and made a part hereof as Exhibit B (the "Project");

WHEREAS, in connection with the development of the Property, the Owners have requested certain governmental approvals, including required variances from the City of Philadelphia Zoning Board of Adjustment (the "ZBA") for the Project, and in connection with the same have presented the Project to LSNA in accordance with the Registered Community Organization public presentation process as provided for and required by the City of Philadelphia Zoning Code;

WHEREAS, in consideration of Owners' agreement to the terms and conditions of development described and set forth herein, LSNA has elected to "Not Oppose" the Project before the ZBA with the proviso that the number of residential dwelling units at the Property is limited to a total or maximum of no more than three (3).

NOW, THEREFORE, in consideration of the above premises and the mutual agreements of the parties hereto, and each intending to be legally bound, LSNA and the Owners agree as follows:

Incorporation by Reference

. The recitals above are hereby adopted and incorporated by reference as if fully set forth herein.

Construction Sequencing, Staging and Development Site Plan

. Owners shall create a construction sequencing schedule for the Project that will delineate construction sequencing, site-staging and temporary sidewalk closures required for such construction, if any. The parties understand and agree that the schedule (the "Sequencing

Schedule”) is conditioned upon (i) approval from PADOT and the Philadelphia Streets Department, as required; (ii) completion of the design of the Project as presented to LSNA; and (iii) award of the contract for construction of the Project. The entire Project from the beginning of demolition through the completion of construction is expected to last 4-6 months, and in no event for any reason within the Owners’ reasonable control, is it expected to take longer than 9 months. To the extent within the Owners’ reasonable control, construction of and for the Project will occur in one continuous phase. No exterior demolition or construction on the Project shall commence prior to the final execution and recording of this Agreement. Upon completion of the Sequencing Schedule, a copy shall be given to LSNA for review. Notwithstanding the foregoing, Owners and LSNA agree as follows:

(a) All staging and construction work shall be done substantially in accordance with the Sequencing Schedule and generally within the footprint of the Property to the extent reasonably practicable, recognizing that there will be a need for temporary sidewalk closures during construction.

(b) All demolition activity and/or other construction activities for the Project shall be performed in accordance with all applicable City of Philadelphia ordinances.

(c) Owners will cause its affiliates, contractors, subcontractors and employees to conduct demolition activity and/or other construction activities for the Project in such manner as to: (i) reduce, to the extent possible or practicable, the raising and spreading of debris and dust which may migrate from the Building and Property to the surrounding community; (ii) clean up construction debris, litter and trash from the public walk areas around the Property daily during the course of the Project, leave the site in a clean, orderly and acceptable condition and otherwise ensure that the site is free from hazard to the public (removal of construction debris shall only occur during the defined hours of construction as provided for, below); and (iii) the extent possible or practicable, reasonably control the spread of rodents, insects and other vermin from the Property during the course of demolition, other construction activities for the Project and/or thereafter, and it shall perform a rodent extermination program on the Property, including securely capping all service pipes, conduits and sewer laterals entering the site whether or not in use, before commencing demolition.

(d) Owners will cause its affiliates, contractors, subcontractors and employees to take all reasonable precautions to ensure that demolition and/or other construction activities associated with the Project will not result in the loss of telephone or other utility service to neighboring properties.

(e) Owners will cause its affiliates, contractors, subcontractors and employees to conduct demolition activity and/or other construction activities for the Project in accordance with City of Philadelphia Ordinance No. 050749. Demolition activity and/or other construction activities related to the Project that involve creating excessive noise may be performed only on Monday through Friday from 8:00 a.m. to 5:00 p.m., except that in the event that the Owners and/or Owners’ affiliates, contractors, subcontractors and employees determine to conduct demolition activity and/or other construction activities for the Project that involves creating such excessive noise on the Property on any Saturday, it may do so only between the hours of 8:00 a.m. and 4:00 p.m. and only after at least 24 hours’ notice to Dennis Boylan (the “LSNA

Contact”) by hand delivery, by e-mail to lsnapres@gmail.com or by telephone or telephone message to (215) 816-3535, advising of the nature of the demolition activity and/or other construction activities for the Project take place and the need for same. No demolition activity shall occur on Sunday.

(f) Owners will cause its affiliates, contractors, subcontractors and employees to conduct or perform major construction activity at the Property typically Monday through Friday from 8:00 a.m. until 5:00 p.m., and Saturday construction work shall typically begin no earlier than 8:00 a.m. and end at 4:00 p.m. In the event the Owners, Owners’ affiliates, contractors, subcontractors and employees determine from time to time that work will be required to go beyond 5:00 p.m. due to conditions at the Property or due to the nature of the specific construction task, notice shall be given to LSNA, as noted in Paragraph 2(c), above. Major construction work shall not include interior finish work performed at the Property once the building is enclosed. There shall be no major construction activity on Sunday.

(g) Given the proximity of the Project to existing homes and the need for demolition activity of and in the Building, Owners will provide Certificates of Insurance to each abutting neighbors of the Property naming such owners as additional insureds in an amount or amounts as required by L&I.

(h) The Owners have agreed to the restore the Race Street façade of the Property to reflect the residential surroundings of the Property. This would include the removal of existing signage, alterations of the existing first floor windows and doorway, removal of the existing pent above the first-floor windows and door, and installation of appropriate exterior lighting.

(i) The Owners have agreed to locate a trash-room inside the Building for the use by the residential units of, at and in the Building.

(j) The Owners have agreed to plant and maintain trees in the established tree-pits along the N. Van Pelt Street frontage of the Property.

(j) The Owners will consider adding additional exterior lighting along the N. Van Pelt Street frontage of the Property.

(k) A current and active City of Philadelphia Residential Rental License shall be maintained at all times if and so long as any or all of the residential dwelling units at the Property are rented/leased, i.e., are not owner occupied and/or vacant. At the commencement of a new lease or any lease renewal, every Tenant of/for any or all of the residential dwelling units at the Property that are rented/leased shall be provided with a current Certificate of Rental Suitability along with a copy of the Partners for Good Housing Handbook as required by L&I.

(l) The Owners will join with other residents of the 2100 block of Race Street in the engagement of the Center City District to provide cleaning services.

Plans and Schedules

. The Owners have presented to LSNA plans showing and depicting the materials and finishes of and for the exterior façade of the Building. At such time as such plans of and for the exterior façade of the Building are completed, Owners shall provide a copy of such plans to LSNA. Materials to be used shall be consistent with presentations made during the Registered Community Organization public presentation process. If changes are made to the design or materials of and for the exterior façade of the Building, notice of said changes is to be given to LSNA and Owners shall submit the proposed changes to LSNA for review. Notification of any changes to the design or materials of and for the exterior façade of the Building shall be given to LSNA even if said changes are permitted by the City of Philadelphia as-of-right. Even if permitted by the City of Philadelphia as-of-right, the terms of this Agreement remain applicable.

Fencing

. A temporary construction fence will be erected around the Property in such areas as reasonably determined by the Owners throughout the duration of construction of and for the Project.

Security

. The Owners will provide security for the Project construction site in such manner as The Owners and their affiliates, contractors, subcontractors and employees determine is reasonably necessary.

Lane Closures

. Temporary sidewalk and streets closures shall be done in accordance with the rules and regulations of the Philadelphia Streets Department and other applicable laws. Residents shall not be blocked from accessing their homes, by car or by foot, except as separately agreed by each such resident and the Owners. If sidewalk closures occur, temporary pedestrian walkways will be provided.

Phone Contact

. The Owners will provide to the LSNA contact information for a representative of Owners' general contractor for the Project, who shall be available to address any problems related to the construction that may arise throughout the duration of the Project. The contact will be available from 7:00 AM to 7:00 PM on workdays for contact and problem resolution, and anytime day or night for emergencies. The contact person may change from time to time, so long as Owners immediately provides updated contact information to the LSNA Contact.

Termination

. If the Owners are unable to obtain all permits, licenses and other approvals required for the construction of the Project, or otherwise elects to not proceed with the Project, then, upon ten (10) days' written notice to LSNA, this Agreement shall terminate and become null and void, and the Owners shall have no further obligations under this Agreement. In such an instance, if LSNA has previously recorded this Agreement with the Philadelphia Department of Records,

then within thirty (30) days of said written notice by Owner to LSNA, LSNA will record with the City of Philadelphia Records Department documentation reasonably satisfactory to Owners memorializing the termination of this Agreement.

Signage

. The Owners may use signs and displays only while marketing residential units. Such signs and displays visible from outside of the Property shall be dignified and respectful of the neighborhood. No illuminated signs are permitted.

Execution and Recording of this Agreement and Agreements Run with the Land

. The Owners shall execute and notarize a copy of this Agreement, and provide LSNA with a copy of the same, prior to the ZBA's public hearing for the Project. This Agreement may be recorded by LSNA with the City of Philadelphia Department of Records, the expense therefore to be borne and paid by the Owners. LSNA may only record this Agreement following the issuance of non-appealable zoning approval for the Project and following Owners' written notice to the LSNA Contact that Owners intend to proceed with the Project. Owners shall not proceed with any work at the Property or in the Building associated with the Project unless or until: (i) this Agreement has been fully executed; (ii) Owners have first provided written notice to the LSNA Contact of their intention to proceed with the Project, and (iii) after having received said written notice from Owners, LSNA has been afforded a reasonable period of time to record this Agreement with the City of Philadelphia Department of Records, if they intend to do so. The provisions of this Agreement are intended to, and will, be binding covenants running with the land and are binding upon all subsequent owners of the Property.

Injunctive Relief

. The Owners and LSNA agree to promptly discuss any alleged breach of this Agreement. Following such dialogue, if LSNA reasonably determines that the Owners have breached any provision of this Agreement, LSNA shall provide the Owners with written notice of the exact nature of the breach. The Owners shall have ten (10) business days from receipt of such notice to cure such breach; provided, however, that if such breach is not capable of being cured within such ten (10) day period, but the Owners shall have commenced to cure the breach during such ten (10) day period, then such ten (10) day period shall be extended as long as reasonably necessary to effect the cure. If the Owners fail to cure the breach within the cure period (as the same may be extended), LSNA shall then have the right to exercise all available legal and equitable remedies, including the right to seek injunctive relief without any bond being requested by the Owners in the event that an injunction is granted. For these purposes, the parties agree that the Property and surrounding neighborhood and the terms and conditions of this Agreement are unique so as to make appropriate the issuance of injunctive relief to enforce the terms of this Agreement.

Notices

. All notices required under the terms of this Agreement shall be given by recognized overnight courier and addressed as follows:

If to Owners: Jong Soo Lee and Hyon Mi Lee
125 Europa Boulevard
Cherry Hill, NJ 08003

With a copy to: David G. Orphanides, Esquire
Orphanides & Toner, LLP
Two Penn Center
1500 John F. Kennedy Boulevard, Suite 800
Philadelphia, PA 19102

If to LSNA To the then current President of LSNA and Zoning
Chair at the then current addresses that shall be
provided to the Owners.

Entire Agreement

. This Agreement constitutes the complete and entire understanding and agreement among the parties with respect to the subject matter and it supersedes any negotiations, representations, prior discussion or preliminary agreements among the parties. This Agreement may not be modified except by a writing signed by the party against whom enforcement is sought.

14. Severability and Waiver. 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. Neither the failure nor any delay by any of the Parties to exercise or enforce any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof.

Applicable Law

16. . This Agreement shall be interpreted under the law of the Commonwealth of Pennsylvania without regard to choice of law provisions.

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

**LOGAN SQUARE NEIGHBORHOOD
ASSOCIATION,**

