

# DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_.

BY AND BETWEEN:

**THE REDEVELOPMENT AUTHORITY OF ALTOONA** (hereinafter referred to as the "AUTHORITY") a municipal redevelopment authority with its principal office located at 1301 12<sup>th</sup> Street, Suite 400, Altoona, PA 16601,

AND

**NAME**, a [corporation/individual/etc.], with its principal office located at **ADDRESS** (hereinafter referred to as the "DEVELOPER").

WITNESSETH:

WHEREAS, DEVELOPER has submitted plans to the AUTHORITY for a redevelopment project involving the property located at **ADDRESS**, (hereafter referred to as the "Project" or "Project Property"); and

WHEREAS, on **DATE**, the AUTHORITY Board has approved of DEVELOPER'S proposed plans for the Project contingent on the full execution and performance of this Development Agreement, and authorized this Development Agreement to be executed by the appropriate AUTHORITY officers; and

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. **Location and Application.** This Agreement shall apply to the Project at the Project Property. Nothing in this Agreement shall relieve the DEVELOPER from compliance with any other applicable procedures or requirements.

2. **Development of Project.** DEVELOPER agrees that it will carry out the Project on the Project Property in a manner consistent with the AUTHORITY's Request for Proposals Dated **DATE**, along with any supplements or amendments thereto (collectively, the "RFP," attached as Exhibit A), and with the DEVELOPER'S proposal submitted on **DATE** and accepted by the AUTHORITY on **DATE** (the "Proposal," attached as Exhibit B). In the event of a conflict between the RFP and the Proposal, the terms of the RFP shall prevail unless the parties have executed a separate written agreement to the contrary. All development shall be conducted in strict accordance with all laws, ordinances, resolutions, regulations and requirements of the United States of America, the Commonwealth of Pennsylvania, the County of Blair, the City of Altoona, or any agencies thereof.

3. **Permits for Construction of Improvements.** The DEVELOPER shall, prior to construction of all improvements described herein, obtain all necessary permits issued by any applicable public entity or regulatory authority having jurisdiction over the Project or any portion thereof. No work shall commence until the AUTHORITY is in receipt of such required permits.

4. **Subcontracts for Construction of Improvements.** The DEVELOPER shall not enter into any contracts or subcontracts for any portion of the work without obtaining approval from the AUTHORITY, which approval will not be unreasonably withheld.

5. **Insurance.** Prior to commencing any work on the Project, the DEVELOPER shall procure and maintain adequate insurance in an amount of at least \$1,000,000 to protect it from claims for damages because of bodily injury, including death, and from claims of damages to property which may arise both out of and during the operation under this Agreement, whether such operations be by itself or by any contractor, agent, subcontractor, or anyone directly or indirectly employed by it or them. A certificate of insurance in this amount shall be filed with the AUTHORITY prior to commencement of construction, which certificate shall state that the AUTHORITY shall be given written notice at least 60 days prior to cancellation of such insurance. The AUTHORITY shall be named as an additional insured and/or loss payee to the extent of the indemnification/defense provided herein on all policies of insurance described in this paragraph. DEVELOPER also shall maintain workers compensation insurance to the extent required by law.

6. **Inspection.** All work performed by or on behalf of the DEVELOPER shall be performed to the specification of and shall be periodically inspected by the AUTHORITY at intervals of its choosing.

7. **Access to Site.** AUTHORITY hereby grants to DEVELOPER a revocable license to enter onto and into the Project Property for the purpose of carrying out the DEVELOPER'S obligations contained in this Agreement. The license may be revoked by AUTHORITY in the event of DEVELOPER'S non-performance of its obligations or for other good cause determined by the AUTHORITY.

8. **Time for completion of Improvements.** All work contemplated by this Agreement, the RFP, and the Proposal shall be started within thirty (30) days of the full execution of this Agreement and shall be completed by DEVELOPER within **NUMBER OF MONTHS IN WORDS (#)** months of the date of the full execution of this Agreement. No transfer of title to DEVELOPER will occur until all required work is substantially completed in the judgment of the AUTHORITY.

9. **Payment of All Costs to be Certified.** The entire cost of all work shall be paid by the DEVELOPER to its contractor(s), subcontractor(s), or

supplier(s), and prior to transfer of title by the AUTHORITY, the DEVELOPER shall furnish a certificate to the AUTHORITY certifying, with evidence, that all bills in connection with the Project have been paid in full.

10. **Conditions of Transfer of Title.** The AUTHORITY will provide DEVELOPER with a deed for the property, provided that the following conditions have been met:

- A. Substantial completion of all work described in this Agreement, the RFP, and the Proposal, as determined by the AUTHORITY;
- B. Receipt of a certificate from the DEVELOPER that all invoices associated with the Project have been paid;
- C. Complete and satisfactory performance of the DEVELOPER'S obligations under this Agreement, including but not limited to payment of all expenses incurred by the AUTHORITY as described below;

11. **Release of Claims for Damages.** The DEVELOPER does for itself and its successors and assigns hereby release, discharge, indemnify, defend and hold the AUTHORITY and its elected and appointed officials, employees and agents harmless from any claims, damages, demands, suits, actions or liability of any nature whatsoever, including reasonable attorney's fees and, including, but not limited to, damages to persons or property directly or indirectly arising from or related to the grading, excavation, construction or installation of the Project or any part thereof and/or this Agreement; provided, however, this Paragraph shall not apply to the negligence or misconduct of the AUTHORITY, its elected officials or employees as determined by a court of competent jurisdiction.

12. **Reimbursement of AUTHORITY Expenses.** All reasonable expenses incurred by the AUTHORITY in connection with the Project, including the fees of the AUTHORITY's professional consultants, including but not limited to engineers, inspectors, and attorneys, shall be reimbursed by the DEVELOPER. Such expenses shall include reasonable attorney's fees, engineering fees, and professional consultant fees. Reimbursement shall be due within thirty (30) days after invoicing, including copies of applicable bills, by the AUTHORITY.

13. **Expenses of Title Transfer; Condition of Title.** DEVELOPER shall be responsible for all costs associated with the title transfer upon completion of the Project, including deed preparation, recording fees, transfer taxes, property taxes, etc. DEVELOPER also understands it only will receive whatever condition of title the AUTHORITY holds and therefore may only receive a quitclaim deed. DEVELOPER shall be responsible at its own expense for any title search, any quiet

title action, or any other effort it may desire to pursue in order to confirm or clear the title to the property.

14. **Use of the Project Property.** The parties agree that once the title to the Project Property has been transferred to the DEVELOPER, it shall be used only in the manner described in the RFP, unless the Parties have agreed to some other permitted use in a separate written agreement. The Parties also understand and agree that the deed conveying title to the DEVELOPER will contain restrictions intended to limit the use of the Project Property accordingly.

15. **Other Necessary Agreements.** The parties agree that they will execute such separate written agreements as may be necessary to complete the development of the Project.

16. **Notices.** Any notices required by this Agreement shall be in writing and shall be sent certified mail, postage paid, return receipt requested, to the address, as appropriate, listed below.

AUTHORITY:           Redevelopment Authority of Altoona  
                              1301 12<sup>th</sup> Street, Suite 400  
                              Altoona, PA 16601

COPY TO:             Patrick J. Fanelli, Esquire  
                              Fanelli Willett Law Offices  
                              2875 Route 764, Suite 4  
                              Duncansville, PA 16635

DEVELOPER:

COPY TO:

Any party may change its address by written notice to the other. Notices shall be deemed received two days after mailing.

17. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the heirs, administrators, successors and assigns of the parties hereto.

**THIS AGREEMENT** is made by virtue of a motion of the AUTHORITY Board of Directors passed at its meeting on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**IN WITNESS WHEREOF**, the DEVELOPER has caused this Agreement to be duly executed and its seal affixed and duly attested by its proper corporate

officers, and the said AUTHORITY has caused this Agreement to be duly executed and its seal to be affixed and duly attested by its proper officers on the day and year written above.

ATTEST:

**REDEVELOPMENT AUTHORITY  
OF ALTOONA**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

ATTEST:

**DEVELOPER**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_