

**MEMORANDUM OF UNDERSTANDING BETWEEN THE URBAN
REDEVELOPMENT AUTHORITY OF PITTSBURGH AND THE
PITTSBURGH LAND BANK**

2/22/2022

This Memorandum of Understanding (“MoU”) is executed on the _ day of _____, 2022 and effective as of the “Effective Date” as such term is defined in Section 4 below, by and between the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH (hereinafter “URA”), a redevelopment authority established and existing under the Urban Redevelopment Law of the Commonwealth of Pennsylvania, 35 P.S. §1701 et seq., (the “Redevelopment Law”) and THE PITTSBURGH LAND BANK, an entity created by Ordinance of the Pittsburgh City Council, being a body corporate and politic (hereinafter “PLB”).

WHEREAS, The URA believes that the conveyance of URA owned properties and/or properties that the URA is in the process of acquiring from the City of Pittsburgh at the request of PLB (each a “URA Property”) to PLB is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of the Redevelopment Law;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Preamble. The preamble hereto is incorporated by reference as if fully restated herein.
2. Purpose. The purpose of this MoU is to set forth the rights and obligations of the URA and PLB with regards to the conveyance of URA Property to PLB for redevelopment in a manner consistent with the Redevelopment Law and with PLB’s Policies and Procedures.

The transfer of a URA Property to PLB shall hereinafter be referred to as a “URA-PLB Transfer”.

3. Certain Definitions.
 - a. Authorized Staff - URA Land Transaction Manager, or their designee, and PLB Manager, or their designee.
 - b. Closing Notice and Certification- Shall have the meaning provided in Section 5.j below.
 - c. Cost – Any and all of the following costs and expenses incurred by the URA to acquire properties from the City of Pittsburgh and/or to provide a marketable title:
 - i. Payment of property purchase price as established by the City of Pittsburgh Department of Finance;
 - ii. Validation of title;
 - iii. Title commitments;
 - iv. Title research;
 - v. Title policies;

- vi. Deed recordation fees;
- vii. Subdivision/consolidation processing and recordation fees;
- viii. Any GLS lien buybacks;
- ix. Any docket satisfaction costs;
- x. Maintenance and utilities following transfer of ownership to URA; and
- xi. Any and all other costs, fees, expenses, and/or expenditures incurred by the URA related to the acquisition of properties for PLB.

- d. Disposition Contract and Agreement of Sale – Shall have the meaning provided in Section 5.g below.
- e. End-user- a Party who acquires URA Property from the PLB.
- f. End-use- the determined use for a URA Property after disposition from PLB to an end-user.
- g. ePP - ePropertyPlus, the URA’s internal property management system.
- h. Terms of Transfer - Price, deed type, title commitment, title policy, restrictions, tax exempt status, and other relevant information, if available.
- i. Transfer Proposal – An online form, created and maintained by the URA Transactions Team to initiate and approve a URA-PLB Transfer, including, but not limited to, the following:
 - i. List of the parcels requested;
 - ii. Description of the potential use(s) planned for the property;
- j. URA Transaction Team – URA staff tasked with carrying out real property transactions and reporting to the URA Land Transaction Manager.
- k. Written Notice - An email sent with read receipts turned on or by taking action on an established ePP workflow that is viewable by Authorized Staff.

4. Term. The term of this Agreement will commence upon approval of this MoU by both the URA’s Board of Directors and PLB’s Board of Directors (the “Effective Date”) and will remain in effect on a year-to-year basis unless otherwise terminated by either party by Written Notice.

5. URA-PLB Transfer Process.

- a. A transfer request for one or more URA Properties is made by PLB by completing a Transfer Proposal and providing Written Notice to URA Authorized Staff from PLB Authorized Staff providing notice that a Transfer Proposal has been submitted. If an ePP workflow is not yet established, the URA Transaction Team logs the Transfer Proposal into ePP as an attachment on property.
- b. The URA Transaction Team will review the Transfer Proposal and respond to PLB Authorized Staff within 10 business days. If the URA approves PLB’s Transfer Proposal, the URA Transaction Team provides Written Notice to the PLB staff, along with any title commitments or title policies that the URA may have. If the URA Transaction Team denies PLB’s Transfer Proposal, the URA Transaction Team provides Written Notice along with the reason for denial to

PLB Authorized Staff. If the Transfer Proposal is approved, the transfer moves to step c. below.

- c. The URA Transaction Team updates the Property Status to “Hold – PLB Transfer Request Pending” in ePP.
- d. The default Terms of Transfer for a URA-PLB Transfer shall be:
 - i. Purchase Price: Cost plus a fee to the URA of \$500 for each parcel included in a Transfer Request.
 - ii. Deed Type: Special Warranty
 - iii. Deed Covenants: Certain URA disposition covenants including, but not limited to, non-discrimination provisions.
- e. The URA Transaction Team prepares an item for submission to the URA’s Board of Directors requesting approval of the Transfer Proposal, authorization to enter into a Disposition Contract, and authorization to execute a deed. PLB staff prepares an item for submission to PLB’s Board of Directors notifying the acquisition of the URA Property.
- f. The Transaction Team presents its item at a regular URA Board meeting., and the PLB presents its item at a regular PLB Board meeting
- g. Unless either the URA Board rejects the proposed URA-PLB Transfer, the URA Transaction Team will prepare a Disposition Contract and Agreement of Sale, substantially in the form attached hereto as Exhibit A, as the same may be amended from time to time by the URA Transaction Team. The Disposition Contract and Agreement of Sale shall be provided to PLB Authorized Staff within sixty (60) days of the later to occur of URA Board approval, or City Council approval (if applicable) and shall contain the Terms of Transfer, and conditions precedent to closing and any covenants required to be included in such document by the Redevelopment Law.
- h. PLB may, at its discretion, select a title company to handle closing of a URA-PLB Transfer.
- i. Closing on the conveyance of the URA Properties shall occur within ninety (90) days of the execution of the Disposition Contract and Agreement or, if a URA Property is owned by the City of Pittsburgh at the time of the execution of the Disposition Contract and Agreement of Sale, within in ninety (90) days of the conveyance of such URA Property to the URA.
- j. PLB shall provide the URA Transaction Team with twenty (20) day advance Written Notice of its intent to close on a URA-PLB Transfer. Such advance Written Notice shall be in substantially the form of the Closing Notice and Certification attached hereto as Exhibit B, as the same may be amended from time to time by the URA and shall include a brief update on PLB’s proposed end-use of the URA Property and a certification that PLB has satisfied the conditions precedent as set forth in the Disposition Contract/Agreement of Sale
- k. Within ten (10) business days of receipt of the Closing Notice and Certification, the URA Transfer Team will provide a deed to PLB Authorized Staff.

- l. PLB and/or its title company shall see to the obtaining of all necessary signatures, recording appropriate documents, completing other steps necessary to follow applicable laws to finalize transfer, and providing for an ACH Transfer to the URA at closing. The URA Transaction Team will cooperate in good faith with PLB and/or its title company to obtain required URA signatures.
- m. Following closing on the URA-PLB Transfer, PLB shall cooperate with the URA and its Compliance Department for any inspections and reporting that may be required by the URA and the URA Transaction Team will send a conveyance memo and make necessary updates in ePP to reflect the transfer and notify relevant property maintenance managers.
- n. It shall be PLB's responsibility to request a Certificate of Completion from the URA Transaction Team by Written Notice prior to transfer to a selected end-user. Upon receipt of such request, the URA Transaction Team will cooperate in good faith with PLB to provide for the issuance of a Certificate of Completion.

6. PLB Conveyances. Should PLB not have a determined end use and/or end user for a URA Property at the time of PLB acquisition, PLB shall have the right to solely determine the end-use and end-user for same. PLB shall, within a reasonable time after a URA Property disposition to an end-user, report to the URA regarding the determined end-user and end-use.

7. Environmental Site Assessments. Upon request from PLB, the URA shall share with PLB any and all environmental site assessment reports, surveys, soil studies, and other reports related to a URA Property that the URA currently has in its possession or may acquire. However, the URA has no obligation to conduct studies or obtain reports related to any URA Property.

8. Deed Covenant. Upon URA's request, PLB shall include in its Deed to any end-user(s) of a URA Property, a covenant stating that for a period of up to twenty (20) years from the date of the Deed, the end-user shall make no changes that would constitute a major change to any PLB approved improvements to the Property, or in the utilization of the Property, except with the written approval of the PLB. Should the URA become aware of an end-user noncompliance with same, PLB agrees to work in good faith with the URA to enforce said covenant.

9. Maintenance and Insurance. PLB acknowledges that, upon closing on a URA-PLB Conveyance, PLB shall be solely responsible for maintenance and insurance of each URA Property included in the URA-PLB Conveyance.

10. Environmental Remediation. Should any hazardous substance requiring remediation (either through removal of the hazardous substance or the placement of additional clean fill) be discovered on the URA Property following conveyance under the terms of this Agreement, PLB and the URA will work together in good faith to raise funds for the required remediation. However, it is hereby understood that the cost for remediation of environmental conditions on a URA Property (following transfer to PLB) shall be the sole responsibility of PLB.

11. Amendments to PLB's Policies and Procedures. PLB understands that URA has executed this MoU upon review of and in reliance on PLB's Policies and Procedures and agrees that should PLB's Policies and Procedures ever be amended, revised, modified, or changed in any way, that PLB shall immediately notify URA of same.

12. Amendment. This MoU contains all terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged or extended except by a written amendment duly executed by the parties.

13. Jurisdiction. PLB and the URA (a) agree that any suit, action or other legal proceeding arising under this MoU shall be brought in the Court of Common Pleas of Allegheny County in the Commonwealth of Pennsylvania; (b) consent to the jurisdiction of such court in any such suit, action or proceeding; and (c) waive any objection which it may have to the laying of venue of such suit, action or proceeding in such court.

14. Counterparts. This MoU may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15. Integration Clause. This MoU represents the entire understanding and agreement between the parties as to the subject matter hereof and may be modified or waived only by a separate writing.

16. Board Approvals. This MoU has been authorized by the URA's Board of Directors pursuant to Resolution 328 (2021). This MoU has been authorized by PLB's Board of Directors pursuant at its meeting of December 2021.

ATTACHMENTS:

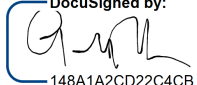
EXHIBIT A: Disposition Contract and Agreement of Sale

EXHIBIT B: Closing Notice and Certification

[SIGNATURE PAGES FOLLOW]

URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH

URBAN REDEVELOPMENT AUTHORITY OF
PITTSBURGH

By:  _____
Executive Director

Approved as to Legal Form

By:  _____

THE PITTSBURGH LAND BANK

THE PITTSBURGH LAND BANK

By: _____
Executive Director

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Diamonte Walker
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