

**SECOND (2nd) AMENDED PITTSBURGH LAND BANK
COOPERATION AGREEMENT**

THIS SECOND (2nd) AMENDED PITTSBURGH LAND BANK COOPERATION AGREEMENT (this “Amendment”), effective as of _____, is made by and between the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania (the “City”), the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a redevelopment authority organized and existing under the Pennsylvania Urban Redevelopment Law, 35 P.S. §§ 1701 *et seq.* (the “URA”), and the PITTSBURGH LAND BANK, a Pennsylvania land bank created pursuant to the Pennsylvania Land Bank Act, 68 Pa. C.S.A. §§ 2101 *et seq.* (the “PLB”). Each of the foregoing may be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into a certain First Amended Pittsburgh Land Bank Cooperation Agreement (the “Agreement”) effective March 25, 2019, amending the original Pittsburgh Land Bank Cooperation Agreement (the “Original Agreement”), dated July 2, 2018, pursuant to which the Parties established the roles and responsibilities of the Parties regarding synchronized acquisition, maintenance, and disposition of real estate, as well as providing staffing services to the PLB; and

WHEREAS, the Agreement established transfer procedures for land conveyances from the PLB to the City and URA but does not specify a conveyance procedure from the City and URA to PLB, and it is now the wish of the Parties to amend the Agreement to account for same; and

WHEREAS, the Agreement does not address transfers of property between the City and the URA, and the Parties wish to amend the Agreement to also set out written procedures for transfers of property from the City to the URA; and

WHEREAS, to encompass the addition of City-to-URA transfer procedures to the Agreement, the Original Agreement, together with the Agreement, this Amendment, and any subsequent amendments, may be known as the “Urban Redevelopment Authority, City of Pittsburgh, and Pittsburgh Land Bank Tri-Party Cooperation Agreement”;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the Parties hereby covenant and agree to Amend the Agreement as follows:

1. **INCORPORATION OF RECITALS; DEFINITIONS.** The recitals appearing above constitute a material part of this Agreement and are incorporated herein by reference. Terms used and not otherwise defined herein shall have the respective meanings set forth in the Agreement.

2. AMENDMENT TO SECTION 7 OF THE AGREEMENT: Section 7 of the Agreement is hereby amended and restated in its entirety as follows:

“7. TRANSFER PROCEDURES

a. PLB Transfers to City and URA. When the City and/or the URA requests a transfer of real property from the PLB pursuant to this Agreement, it shall make such request in writing to the Administrator of the PLB and copied by email to the URA’s Legal Department (legal@ura.org) and Transactions Manager (at the time of this Amendment – mmeier@ura.org) and the City’s Director of Finance (each a “Transfer Request”). Unless the Administrator of the PLB receives a written objection from the non-requesting Party within ten (10) business days from the date of a Transfer Request, the Administrator of the PLB on behalf of the PLB shall without further delay, take all actions necessary to comply with the Transfer Request, including execution and delivery of any contracts, deeds, or other documentation necessary and proper for the completion of such transfer, provided they have received evidence of any required City Council or URA Board of Directors authorizations. Transfers of real property by the PLB to the City or the URA shall be for cost, per Paragraph 8 of this Agreement and be by special warranty deed, signed by the Administrator of the PLB. If the non-requesting Party provides a written objection to a Transfer Request to the Administrator of the PLB within the ten (10) business days provided, the Administrator of the PLB shall take no action on the Transfer Request until either (i) the Parties to this Agreement reach a mutually acceptable resolution consistent with this Agreement; or (ii) in the event that the Parties are unable to reach a mutually acceptable resolution, a decision is made by the CLO.

b. City Transfers to PLB. When the PLB requests a transfer of real property from the City pursuant to this Agreement, the PLB shall make such request in writing in the form of a Concurrence Memo, which shall, to the best of the PLB’s knowledge and belief, state the purpose for which the PLB will use such property upon transfer and shall be sent to the City of Pittsburgh’s Department of City Planning (“DCP”) and Department of City Finance (“DCF”) and copied by email to the URA’s Legal Department (legal@ura.org) and Transactions Manager (at the time of this Amendment – mmeier@ura.org). The Concurrence Memo shall state if the PLB is requesting the City quiet the title to said property and shall be in substantially the same form as Exhibit A to this Agreement, which is incorporated herein. If the PLB requests the City to quiet title to the property, the City may quiet title, at its discretion, but is not required to do so. DCP and DCF shall review the request from the PLB, and the City shall use best efforts to provide, within thirty (30) business days of receipt of the Concurrence Memo, a written Concurrence Memo accepting the conveyance(s) to the PLB, or a rejection letter. If the City does not respond in writing within such thirty-day period, it shall be understood that the City requires additional time to analyze the request due to the complexity of the issues

raised, and the City shall use best efforts to respond as promptly thereafter as possible. After the PLB receives an acceptable Concurrence Memo from the City accepting the conveyance(s) to the PLB, the PLB and the City shall, promptly and without further delay, seek all required and necessary authorizations for the transfer from the PLB Board of Directors and City Council, respectively. If the PLB and the City receive all required and necessary approval authorizations for the transfer by both the PLB Board of Directors and City Council, the City shall prepare and execute a quit claim deed, transferring the property to the PLB. The City may also take such other actions the City deems to be necessary or desirable to complete the conveyance to the PLB, including execution and delivery of any contracts, deeds, or other documentation. Transfers of real property by the City to the PLB shall be for cost, per section 8 of this Agreement, plus the amount set forth on Exhibit B, attached hereto and incorporated herein by reference, which Exhibit may be amended from time to time at the discretion of the City Treasurer and upon prior written notice to the PLB. Transfers of property by the City to the PLB shall be by quit claim deed, signed by the required City signator(y/ies). The City may elect, but shall not be required to, quiet title for any real property transferred pursuant to this Section. All real property transferred by the City pursuant to this Section that has not obtained clear title shall remain subject to any and all liens upon the property, including municipal liens.

c. URA Transfers to PLB. URA transfers to the PLB shall be in form and substance specified in the Memorandum of Understanding Between the URA and the PLB, as may be amended from time to time, and attached hereto as Exhibit C.

d. City Transfers to URA. When the URA requests a transfer of real propert(y/ies) from the City pursuant to this Agreement, the URA shall make such request in writing in the form of a Concurrence Memo, which shall be sent to DCP DCF and copied by email to the URA's Legal Department (legal@ura.org) and Transactions Manager (at the time of this Amendment – mmeier@ura.org). The Concurrence Memo shall state if the URA is requesting the City quiet the title to said property and shall be in substantially the same form as Exhibit A to this Agreement, which is incorporated herein. If the URA requests the City to quiet title to the property, the City may quiet title, at its discretion, but is not required to do so. DCP and DCF shall review the request from the URA, and the City shall use best efforts to provide, within thirty (30) business days of receipt of the Concurrence Memo, a written Concurrence Memo accepting the conveyance(s) to the URA, or a rejection letter. If the City does not respond in writing within such thirty-day period, it shall be understood that the City requires additional time to analyze the request due to the complexity of the issues raised, and the City shall use best efforts to respond as promptly thereafter as possible. After the URA receives an acceptable Concurrence Memo from the City accepting the conveyance(s) to the URA, the URA and City shall, promptly and without further delay, seek all required and necessary authorizations for the transfer from the Board of the URA and City Council, respectively. If the URA and the City receive all required and necessary approval authorizations from the Board

of the URA and City Council, the City shall prepare and execute a quit claim deed, transferring the property to the URA. The City may also take such other actions the City deems to be necessary or desirable to complete the conveyance to the URA, including execution and delivery of any contracts, deeds, or other documentation. Transfers of real property by the City to the URA shall be for cost, per section 8 of this Agreement, plus the amount set forth on Exhibit B, attached hereto and incorporated herein by reference, which Exhibit may be amended from time to time at the discretion of the City Treasurer and upon prior written notice to the URA. Transfers of property by the City to the URA shall be by quit claim deed, signed by the required City signator(y/ies). The City may elect, but shall not be required to, quiet title for any real property transferred pursuant to this Section. All real property transferred by the City pursuant to this Section that has not obtained clear title shall remain subject to any and all liens upon the property, including municipal liens.

e. Ratification. At each meeting of the Board of Directors of the PLB, the Administrator of the PLB shall provide a listing for ratification of all transfers of real property from the City or the URA to the PLB completed pursuant to this Agreement since the prior meeting of the Board of Directors, and, absent a material breach of the terms of this Agreement, the Board of Directors shall ratify such transfers. The transfer of any property with a value over Fifty Thousand Dollars (\$50,000) shall be made pursuant to the Land Bank Act section 2105(h).

f. Requests for Transfer of Unowned Property. In the event of a request for a transfer by the City or the URA of real property not then owned by the PLB, the PLB shall use its best efforts to timely acquire the real property for transfer to the requesting Party.

3. ADDITIONAL EXHIBITS TO THE AGREEMENT: The Agreement is hereby amended to include the addition of three (3) Exhibits, which shall be known as Exhibit A, Exhibit B, and Exhibit C.. All Exhibits shall be in the forms, respectively, attached to this Amendment.

4. GOVERNING LAW. This Amendment shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles of conflict of law.

5. VALIDITY. Any determination that any provision of this Amendment or any application thereof is invalid, illegal, or unenforceable in any respect in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality, or enforceability of any other provision of this Amendment or the Agreement.

6. ASSIGNMENT. No Party to this Amendment may assign its rights or duties to another individual or entity, except with the prior written consent of the other Parties to this Amendment.

7. SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective administrators, successors, and assigns.

8. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one Amendment, binding for all purposes. Each Party executing this Amendment represents that such Party has the full authority and legal power to do so. An electronic image (including a facsimile, “pdf”, photograph, or other electronic image) of an executed counterpart of this Amendment shall be deemed to be an original for all purposes. Execution of this Amendment by a Party by e-signature shall fully bind such Party to this Amendment.

9. CONFIRMATION OF THE AGREEMENT. Except as expressly modified hereby, all other terms and provisions of the Agreement shall remain in full force and effect.

10. AUTHORIZING ACTIONS. This Amendment is entered into by the City of Pittsburgh pursuant to Resolution of City Council No. ___ of 20__, effective _____, by the URA pursuant to Resolution No. ___ of 20__, and by the PLB pursuant to an action the Board of Directors taken on _____, 20__.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the day and year first written above.

CITY OF PITTSBURGH

By: _____
Honorable Mayor Ed Gainey

By: _____
Department of Finance

EXAMINED BY:

Assistant City Solicitor

APPROVED AS TO LEGAL FORM:

City Solicitor

COUNTERSIGNED:

City Controller

URBAN REDEVELOPMENT
AUTHORITY OF PITTSBURGH

By: _____
Greg Flisram
Executive Director

APPROVED AS TO LEGAL FORM:

Attorney

PITTSBURGH LAND BANK

By: _____

APPROVED AS TO LEGAL FORM:

Attorney

EXHIBIT A

Concurrence Memo

MEMORANDUM

TO: _____, Director, City Finance Department
_____, Director, City Planning Department

FROM: _____, URA

SUBJECT: **Request Transfer of City Property to (URA/LAND BANK*)**

DATE:

The (Urban Redevelopment Authority (URA)/Pittsburgh Land Bank (PLB)) is requesting concurrence from the City Planning Department and the Department of Finance for the transfer of the following properties to the (URA/PLB).

Property Location and Specific Information on Property:

<u>Ward</u>	<u>Block/Lot</u>	<u>Address</u>	<u>Lot/Structure</u>
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Justification for Transfer:

Attachments: ___ parcel information and location map
___ letter of support
___ additional information

Type of Transfer: ___ LLEA and/or Residential Land Reserve Fund
___ Industrial Land Reserve Fund
___ Leased Land
___ Strategic Site Acquisition

Quiet Title: ___ City to Quiet Title
___ URA to Quiet title

Price: According to established guidelines, the price is
___ 1.00, Urban Renewal, Development Areas
___ Cost to be determined by Finance Dept., Real Estate Division

Buyer:

Contact:

EXHIBIT B

The following amount shall be paid by the (PLB/URA) to the City for transfers of property from the City pursuant to Section 7(b) and 7(d) of the Agreement:

Vacant Land	\$2,200.00 per parcel
Land with Vacant Structures	\$5,000.00 per parcel

EXHIBIT C

Memorandum of Understanding between the URA and PLB

