

COMMUNITY BENEFITS AGREEMENT

This Community Benefits Agreement (this "Agreement") is entered into this 13th day of March, 2019 by and between WALNUT CAPITAL – Fifth Halket, LP., a Pennsylvania limited partnership ("Walnut") which has a business address of 5500 Walnut Street, Suite 300, Pittsburgh, PA 15232 and OAKLAND PLANNING AND DEVELOPMENT CORPORATION, a Pennsylvania Non-profit corporation ("OPDC") which has a business address of 235 Atwood Street, Pittsburgh, PA 15213 (Walnut and OPDC are collectively referred to herein as "Parties").

RECITALS

WHEREAS, Walnut is the owner or equitable owner of various properties located in the 4th Ward of the City of Pittsburgh at the intersection of Fifth Avenue and Halket Street (the "Properties"); and

WHEREAS, Walnut has filed an Application (the "Application") with the City of Pittsburgh Zoning Board of Adjustment (the "ZBA") for various zoning relief. The Application has been assigned to Zone Case No. 44 of 2019; and

WHEREAS, the Application requests (a) a special exception and variance from Section 908.03.D.3(f) of the City of Pittsburgh Zoning Code (Height)(as amended to 152' feet); (b) a variance from Section 908.03.D.3 of the City of Pittsburgh Zoning Code (FAR) (as amended to 8 to 1); and (c) a variance from Section 914.02 of the City of Pittsburgh Zoning Code (Parking), and other ancillary special exceptions or variances that may be necessary in a manner consistent with the plans presented; and

WHEREAS, Walnut and OPDC have engaged in numerous discussions over the past several months regarding Walnut's proposed development and the Application; and

WHEREAS, if Walnut is successful in obtaining approval from the ZBA for the relief requested in the Application or as otherwise necessary for such proposed development, Walnut has agreed to provide certain community benefits to the Oakland community; and

WHEREAS, the Parties desire to make certain commitments regarding the proposed development and the Application; and

WHEREAS, the Parties also desire to memorialize their understandings in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the Parties agree to the following:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein.
2. Walnut's Commitments. Upon the issuance of the building permit for the 10 story building substantially as described in the Application., Walnut agrees to provide the following Community Benefits as part of its proposed development:

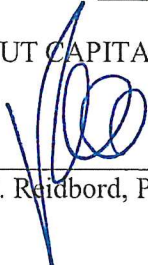
- a. Ground Floor Retail Opportunity. Walnut agrees to provide a master lease to OPDC for approximately 4,500 square feet of first floor retail space fronting on Fifth Avenue (the “Community Retail Space”) for a period of 99 years commencing on the issuance of an occupancy certificate of the development. OPDC shall pay base rent on the Community Retail Space of \$1.00 per year, but shall be responsible, on a NNN basis, for all of the costs associated with the build out and operation of the Community Retail Space. It is the intention of the Parties that OPDC utilize the Community Retail Space for business and community uses which will enhance the Oakland neighborhood, as determined by OPDC in its reasonable discretion with community input. Walnut shall also provide OPDC with a tenant improvement allowance of \$45 per square foot for the Community Retail Space, which shall be used by OPDC solely for the payment of the construction costs for improvements installed in the Community Retail Space.
- b. Building Design. Walnut agrees to design the first floor of its building in order to activate the street scape and the community and pedestrian experience along Fifth Avenue. The design of such street scape shall be substantially similar to the renderings provided to OPDC dated March 8, 2019, as determined by Walnut in its reasonable discretion.
- c. Transportation Optimization. Recognizing that the Oakland neighborhood is vulnerable to stressors related to single occupancy vehicle commuting, Walnut agrees to implement smart transportation demand management strategies for the tenants located in the development, and to make transportation demand management with annually reported outcomes a provision of each tenant’s lease, with the intent to limit the development’s parking requirements to what is provided on the development site. Specifically, Walnut agrees to:
 - i. Establish a Transportation Demand Manager (“TDM”) in the development who can assist the tenants with the design and successful implementation of transportation demand management strategies that will encourage use of public transportation, bike sharing, bike utilization, ride sharing, walking, and/or carpooling, with the goal of limiting tenant employee reliance on automobile commuting. Such strategies may include the provision of free or reduced-cost bus passes, the organization of ride shares and guaranteed ride home programs, and other incentive programs designed to achieve the outcome. Walnut will share the outcomes associated with its TDM strategies with OPDC, OTMA, and DOMI on a semi-annual basis;
 - ii. Install bicycle racks in the development along with associated bicycle amenities such as a bike room and changing facilities for tenant bicyclists;
 - iii. Request the installation of a Healthy Ride Bike station in a nearby location;
 - iv. Explore provision of shuttle services from remote lots to the development, and to provide these services where necessary to eliminate the demand for local parking in excess of what the development provides on site; and

- v. Explore valet parking in the parking garage to increase its capacity, if necessary.
 - vi. Walnut supports the residential permit parking program for the neighborhood and Walnut will donate up to \$2,500.00 annually to the City of Pittsburgh (Public Parking Authority) earmarked for additional enforcement of residential permit parking in the immediate Oakland area.
- d. Community Financial Support. Walnut agrees to provide a \$250,000.00 no-interest loan to OPDC for OPDC to fund the acquisition, construction, rehabilitation, and development costs associated with the Oakland Community Land Trust. The loan will mature in five (5) years from the date that the same is made. Walnut expressly agrees that these funds may be used to fund affordable housing opportunities in the Oakland neighborhood. The terms and conditions of such loan are set forth in the Note attached hereto as Exhibit A. In addition to such loan, Walnut shall make a grant to OPDC in the amount of \$40,000 for the support of Community Land Trust operations costs, as described on Exhibit B attached hereto.
3. OPDC's Commitments. OPDC agrees to support the Application in writing and in testimony to the ZBA, and further agrees to support the development through the entitlement process, including the Planning Commission. In addition, OPDC agrees to assist Walnut in scheduling community meetings and obtaining community feedback throughout the development process.
4. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and may not be modified or amended except in a writing signed by all of the Parties.
5. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile or electronic (ie. PDF) transmissions of signed copies of the Agreement shall be deemed to be original signatures, and binding on the Parties.
6. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of this Agreement shall not be affected thereby. In lieu of each clause or provision of this Agreement which is deemed to be illegal, invalid or unenforceable, there shall be added, as part of this Agreement, a clause or provision as similar in terms to the unenforceable term as may be possible and as may be legal, valid and enforceable.
7. Authority. The Parties have the requisite power and authority to enter into this Agreement and to perform the obligations hereunder. The execution, delivery and performance of this Agreement and the consummation of the transactions provided for in this Agreement have been duly authorized by all necessary action on their part.
8. Successors and Assigns. This Agreement shall be binding upon the Parties respective successors and assigns.

IN WITNESS WHEREOF, the Parties hereto evidence their agreement and have executed this Agreement as of the day and year first written above.


Date Executed: 3/14/19

WALNUT CAPITAL —FIFTH/ HALKET, LP

By: 
Todd E. Reidbord, President of GP

Date Executed: 3/13/19

OAKLAND PLANNING AND DEVELOPMENT CORPORATION

By: 
Name: Wanda E. Wilson
Title: Executive Director