



# SOUTHGATE

## REDEVELOPMENT INITIATIVE

PROJECT TO REPLACE EXISTING DILAPIDATED SHOPPING CENTER

LOCATION:  
**Chambersburg, PA**

PRESENTED BY:  
**Chambersburg Area Municipal Authority**

Release Date: April 1, 2023



# SOUTHGATE REDEVELOPMENT VISION

## ABOUT THE PROJECT

The Borough of Chambersburg (Borough), in collaboration with the Chambersburg Area Municipal Authority (CAMA), is seeking (a) development partner(s) to restore a 14-acre urban infill site to productive economic use while maintaining the integrity and rich culture of the surrounding community. The site, formerly known as the Southgate Shopping Center, is well-positioned for redevelopment.

In undertaking the Southgate Redevelopment initiative, the CAMA aspires to promote a mixed-use community development that meets [the identified needs](#) of the Southgate neighborhood. The initiative seeks to incorporate much-needed new workforce options, create a variety of housing options, facilitate top-notch neighborhood healthcare services, retain businesses that provide services to the community, and provide improved and expanded access to recreational amenities.

Upon its completion, the initiative will be an asset to not only the local Southgate residents but to the entire Chambersburg community. Private investment in this revitalized community will be supported by a strong public partner in an economically sound and growing municipality.



Click or scan to view Southgate community survey results!







**JOHN  
WESLEY  
AME ZION  
CHURCH**

**STARTER  
HOMES**

**Keystone  
Health**

**RETAIL  
CENTER**



**PARK**

**IMPROVED  
RAIL TRAIL**

**PLAZA**

**TOWN  
HOMES**

**SENIOR  
HOUSING**



**CVS**

**CONCEPTUAL MASTER PLAN**  
**SOUTHGATE**  
**REDEVELOPMENT INITIATIVE**

An extensive community engagement program informed the Borough of Chambersburg's conceptual master plan for the Southgate Redevelopment initiative, pictured above. The community's desires and needs for mixed-use development include a variety of housing types, new healthcare services, improved walking trails, new public gathering and recreation spaces, and a vibrant retail and commercial center. The Borough recognizes that the actual end result for the Southgate Redevelopment Initiative must be market-driven and provides this conceptual master plan to inform potential investors of the community's vision.





# SOUTHGATE

## REDEVELOPMENT INITIATIVE

### EXAMPLE CONCEPT PLAN\*

\*Plan illustrates conceptual uses only. Respondents are asked to submit their own market-based development analysis.

Proposed Southgate Redevelopment initiative investment opportunities capture a market-based vision.

In 2010, 44.4 percent of the Borough's housing was owner-occupied, or 4,034 units. In 2020, owner-occupied units decreased to 38.2 percent of housing, or 3,669 units, despite the addition of 520 housing units added to the market over the 10-year period.

The U.S. Census cites changes in household preferences, where Millennials are delaying marriage and homeownership, and Baby Boomers are beginning to downsize to smaller properties and senior living communities. Additionally, flexibility in remote work post-COVID-19 has allowed many people to expand their career without sacrificing on cost of living, safety, and schooling.



# **SOUTHGATE**

## REDEVELOPMENT INITIATIVE

# **BUSINESSES**

The CAMA inherited Southgate Shopping Center leases, which are of various lengths of time and have many other commercial lease attributes. While the businesses at Southgate remain open and the shopping center redevelopment plans unfold, the businesses will continue to pay rent and CAM charges.

The selected development partner(s) will have the ability to determine how to accommodate the community service business component. One of the potential avenues is for the two portions of the shopping center that house the longest-term leases to remain.

# **SOUTHGATE**

## **CURRENT LEASE AND RENTAL TERMS AND AGREEMENTS**

(Updated February 2023)

### **CHINA WOK- UNIT 9**

255 Southgate Shopping Center, Chambersburg

- Lease term: 1/1/21 – 12/31/25
- Rent: \$1,800 per month

### **T-MOBILE- UNIT 10**

251 Southgate Shopping Center, Chambersburg

- Lease term: 11/1/22 – 10/31/25
- Rent:
  - Lease Months 1-12 – \$1,000.00 per month
  - Lease Months 13-24 – \$1,030.00 per month
  - Lease Months 24-36 – \$1,060.90 per month

### **SPOT LAUNDROMAT- UNITS 11 & 12**

2245 Southgate Shopping Center, Chambersburg

- Lease term: 5/1/21 – 4/30/31
- Rent: \$4,173.75 per month

### **MENARD CONFIDENT**

### **MULTI SERVICES - UNIT 13**

227 Southgate Shopping Center, Chambersburg

- Lease term: 10/1/22 – 9/30/25
- Rent:
  - Lease Months 1-12 – \$1,430.00 per month
  - Lease Months 13-24 – \$1,473.00 per month
  - Lease Months 24-36 – \$1,517.00 per month

### **FAMILY DOLLAR- UNIT 15**

263 Southgate Shopping Center, Chambersburg

- Lease term: 7/1/20 – 6/30/25
- Rent: \$5,362.00 per month



### LA UNION MERCADO - UNIT 16, 17, & 18

203 Southgate Shopping Center, Chambersburg

- Lease term: 7/1/17 - 6/30/27
- Rent:
  - 2022 - \$6,789.00 per month
  - 2023 - \$6,958.73 per month
  - 2024 - \$7,132.69 per month
  - 2025 - \$7,311.01 per month
  - 2026 - \$7,493.79 per month
  - 2027 - \$7,681.13 per month

### BIG LOTS STORES, INC.- UNIT 19

184 N Washington Street, Chambersburg

- Lease term: 2/1/20 - 1/31/25
- Base Rent: \$11,740.88 per month

### RENT-A-CENTER - UNITS 25 & 26

143 Cedar Street, Chambersburg

- Lease term: 5/1/2018 - 7/31/2025. If option exercised 7/31/2030
- Rent:
  - 2021-2023 - \$3,443.13 per month
  - 2024-2028 - \$3,789.41 per month





## **KEYSTONE HEALTH CARE CENTER**

Keystone Health, a full-service healthcare provider that offers a broad range of services throughout Franklin County, has executed an agreement of sale to purchase a two-acre parcel of the Southgate Redevelopment initiative.

Keystone intends to remove the existing structure and build a state-of-the-art healthcare facility, with groundbreaking occurring in 2023–2024. This facility will provide essential, high-quality services to the community.

Keystone Health is the only federally-qualified Community Health Center serving Franklin County. Keystone employs more than 540 professionals and more than 59,000 patients annually. Their services are available to all patients, regardless of pay or insurance status.

Overall, Keystone Health's multi-million dollar investment will anchor the Southgate Redevelopment initiative and serve as an invaluable amenity for residents and employees.



**THE KEYSTONE**  
OF THE  
**SOUTHGATE**  
REDEVELOPMENT INITIATIVE





# THE BOROUGH OF CHAMBERSBURG YOUR PARTNER IN DEVELOPMENT

## LAND USE INCENTIVES FOR REDEVELOPMENT

The Southgate Redevelopment initiative is entirely within Chambersburg's Distributed Commercial Highway (DCH) zoning district, one of the most flexible zoning districts within the Borough. In addition, the Borough has adopted a zoning overlay amendment that provides additional redevelopment incentives. These proposed incentives include, among other things:

- Maximum building heights of 6 stories or 72 feet;
- No lot coverage limitations; lot area of not less than 625 square feet per family for residential;
- Front and side yards are not required and a rear yard of not less than 25 feet is required, subject to certain exceptions;
- 50 percent reduction in required off-street parking with the ability to meeting parking obligations through the payment of parking fees to the Borough;
- The ability to meet stormwater management needs through operation and maintenance fees paid to the Borough;
- A broad range of uses including commercial, low-density residential, and high-density residential.

Prospective purchasers are encouraged to present a redevelopment plan that is consistent with the broad goals of providing a mix of residential uses as well as retail and business services that will serve the community. The Conceptual Design provided by the Borough is just that; prospective purchasers are encouraged to present a market-based design that provides a quality, community-compatible product. A neighborhood advisory board has been appointed to provide feedback on development plans prior to submission to the planning commission.

## PROPOSED SPECIAL UTILITY DISTRICT

As an all-inclusive utility shop, Chambersburg will work with prospective purchasers to provide low-cost or no-cost utility extensions in the development area. The contribution to utility relocation will depend on the strength of the redevelopment plan presented. Furthermore, as stated above, the Borough offers the unique potential of Borough-managed parking and stormwater management.



Click or scan  
to view Zoning  
overlay!

# SOUTHGATE

## REDEVELOPMENT INITIATIVE



CADC has invested in the revitalization of downtown Chambersburg. CADC desires to increase its community investment portfolio and continue to focus on building projects, workforce development, and downtown investment. The Southgate Redevelopment initiative is the largest redevelopment project to take place in downtown Chambersburg.

**The Borough and CAMA believe it is important to provide CADC to with an opportunity to invest in the Southgate Redevelopment Initiative if it is a project that CADC desires to participate in. CADC is an important community partner in our downtown.**

Does CADC desire to have a role in the most significant downtown revitalization project undertaken in generations?



**LET'S GET STARTED**  
CHAMBERSBURG AREA  
MUNICIPAL AUTHORITY





# REQUEST FOR DEVELOPMENT PROPOSAL

## SOUTHGATE REDEVELOPMENT INITIATIVE



**Issued:  
April 1, 2023**

**Proposals for items covered by this Request for Development Proposal must be received by the Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201, before 5 P.M., legal time, July 14, 2023.**

## **I. Goal of the RFP:**

The Chambersburg Area Municipal Authority (“CAMA”), in collaboration with the Borough of Chambersburg (“Borough”), is seeking a development partner(s) to restore a 11.7-acre urban infill site to productive economic use while maintaining the integrity and rich culture of the surrounding community. The site, formerly known as the Southgate Shopping Center, is well-positioned for redevelopment.

In undertaking the Southgate Redevelopment Initiative, the Borough aspires to promote a mixed-use community development that meets identified needs of the Southgate neighborhood. The Initiative seeks to incorporate much-needed employment opportunities, create a variety of housing options, facilitate top-notch neighborhood healthcare services, retain businesses that provide services to the community, and provide improved and expanded access to recreational amenities.

Upon its completion, the Southgate Redevelopment Initiative will be an asset to not only the local Southgate residents but to the entire Chambersburg community. Private investment in this revitalized community will be supported by a strong public partner in an economically sound and growing municipality.

## **II. General Information:**

1. Municipality: Borough of Chambersburg
2. Address: 184 Southgate Mall, Chambersburg, PA 17201; 120 W Liberty Street, Chambersburg, PA 17201; 145 Cedar Street, Chambersburg, PA 17201
3. Parcel Nos: 05-1D08.-002B-000000; 05-1D08.-002B-EX0000; and 05-1D08.-002.-000000
4. Zoning: Distributive Commercial Highway (DCH) zoning district
5. Preferred Reuse: A redevelopment effort that meets as many of the Southgate redevelopment objectives as possible while meeting market demands.
6. Sales Price: Please propose a purchase price that allows for a project that is economically viable and meets a “highest and best use” standard. Purchase price is one of many factors to be considered by CAMA.
7. Primary Contact: Jeffrey Stonehill, Borough Manager and Director of Utilities. All inquiries must be submitted via email to: southgate@chambersburgpa.gov. Said email addresses will be intermittently monitored. Interest developers should aggregate inquiries submitted to make the review process as efficient as possible. Calls or emails to the Borough Managers office will be referred to his method of communication.



### III. General Provisions:

1. Right of Refusal: CAMA reserves the right to either accept or reject any and all proposals received as a result of this Request for Proposal or to negotiate in any manner necessary to serve the best interests of CAMA and the Borough.
2. The Request for Proposal does not commit CAMA or the Borough to pay any costs incurred in the preparation of a response to this RFP or to procure the contract for services.
3. Development Agreement: Following the selection of the top-rated developer(s), a formal contractual development agreement for the Project will be negotiated. If agreement cannot be reached, negotiations will then begin with the next highest rated developer(s) and so forth until an agreement can be reached. CAMA reserves the right to cease negotiations with any and all developers and to re-solicit proposals for the project if deemed necessary. CAMA will seek the input of Town Council regarding the terms of the development agreement. Required contract clauses shall be incorporated in the development agreement.
4. Proposal Selection Schedule:
  - RFP issue date: April 1, 2023
  - Site tour (optional): TBD
  - RFP proposal due date: July 14, 2023 at 5 p.m.
  - Meeting with elected finalist: TBD
  - Elected finalists will have the opportunity to amend proposals after the elected finalist meetings.
  - Estimated date of final section: September 2023
5. CAMA and the Borough are seeking a Developer with the capacity and creativity to transform the parcel or parcels included in this RFP by following high quality development standards and presenting a viable mixed use redevelopment. It is anticipated that the project will include an appropriate scale of development for the area. The Developer will be expected to coordinate design and construction with CAMA and the Borough, as well as receive input from the Borough's Planning Commission and Neighborhood Advisory Board, to ensure that the proposed project matches the Borough's revitalization goals.
6. CAMA's intention is to select a Developer and proposal with the highest quality plan(s) then enter into negotiations with the Developer to arrive at deliverables and terms to be incorporated into the development agreement.
7. Based on the strength of the proposals, the Borough is willing to negotiate low-cost or no-cost utility extensions for the redevelopment. The Borough's utility relocation assistance will depend on the strength of the redevelopment plan presented. Additionally, the Borough offers the unique potential of Borough-managed parking and

stormwater management facilities. The Borough of Chambersburg is the utility provider of water, sewer, electric, gas, sanitation, and stormwater at the property.

#### **IV. Disposition Process:**

1. CAMA will sell this property through a disposition process. During this process, the Developer must show that all funds needed for the fully-realized project are available at the time of closing. Other requirements may be imposed by CAMA or the Borough to ensure that the property will be developed; including, verifying the financial wherewithal of the Developer to complete the Project, and sale conditioned on Developer receiving approval through the subdivision and land development plans. CAMA will not close on the property until all the terms of the disposition process are fulfilled.

#### **V. Minimum Qualification Requirements:**

The following are minimum criteria for Proposal consideration. Proposals that do not clearly and fully satisfy these minimum criteria will not be considered.

1. Completed conformance with all submission requirements.
2. Developer must have a minimum of five (5) years' experience with development projects of similar size, scope, complexity, and specifications, or greater as stated in this RFP. At a minimum, Developer must demonstrate experience with development projects having at least 50,000 square feet of building area in a similar development project.
3. Developer must have completed two (2) projects of similar size, scope, complexity, specifications, or greater, with a total development cost of not less than five million dollars (\$5,000,000.00) within the past five (5) years of the RFP submission deadline.

#### **VI. Proposal Structure:**

1. These requirements are designed to establish a Developer's overall capacity to complete this project and to meet the requirements and obligations associated with the land.

##### **A. Project Narrative**

- i. A narrative description that expresses the Developer's understanding of the project and vision for development. The narrative should reflect the Developer's development design intent, strategy, and implementation expertise, and understanding of the scope of work.
- ii. Description of development plan for the selected parcel including use, number of parcels.



- iii. Explanation of ownership entity (single owner, partnership, LLC) including but not limited to years in business and names of owners or members.
- iv. Preliminary development schedule for all elements of the proposal, including major milestones, financing benchmarks, zoning, relocation, construction start, marketing, and projected completion/occupancy timeframes.
- v. Outline the potential financial return to the Borough through incremental tax revenue, utility revenue, and other secondary impacts.
- vi. Concept renderings and/or drawing(s) of proposed project, including an overall site plan.

## 2. Relevant Development Experience

- A. Include brief description of similar projects (similar in size or projected cost) (date, location, concept) including contact information for a project reference, project construction budget and sources of financing, project start and end dates, and square footage of total building area in project(s);
- B. Other similar projects currently under development;
- C. Photographs of projects;
- D. Including a list of any development partners involved in the project;
- E. References - strong references including banks, municipal officials, development partners, and press clippings that include project narratives to describe previous work; and
- F. Provide an organizational chart for the project team including consultants and contractors. Resumes should be included for the project manager and the key team members.

## 3. Financial Capacity

- A. Developer must include a financial plan for the costs required to complete the project and must identify the potential sources of such funds. The financial plan must include budgets and pro-formas for the project including hard costs, soft costs, and contingencies;
- B. Identify the individuals or entities in the proposed development team, including any and all joint venture, general or limited partners, and respective percentages of interest;
- C. Role of each development partner in the implementation of the development plan with project schedule;
- D. Explanation of the Developer's previous experience in attracting equity investors; and
- E. Developer must provide most recent annual balance sheet, income statement/statement of retained earnings and cash flow statement, or most recent statement of financial condition by an independent auditor. CAMA requests a minimum of three (3) years of CPA prepared company

financials as support. **Financial information of the Developer requested in this RFP to demonstrate the Developer's economic capability may be marked as confidential and is exempt under Section 708 of the Pennsylvania Right to Know Law, 65 P.S. § 67.708(b)(26).**

4. Include proposed acquisition price. This price is conditioned upon entering into a final development agreement.
  - A. Developer may desire to either purchase and develop a portion of the approximately 11.7-acre Southgate Shopping Center or purchase the entire property. If Developer desires to only purchase and develop a portion of the property, said portion may not be less than 2-acres.

Five (5) paper copies plus one (1) electronic version or flash drive containing one (1) PDF file should be sent to:

Chambersburg Area Municipal Authority  
100 S. Second Street, Chambersburg, PA 17201  
southgate@chambersburgpa.gov

All responses should include the attached RFP Summary Page as the cover page. This page should be fully completed by the Developer. **ALL RESPONSES MUST BE RECEIVED BY July 14, 2023 at 5 PM FOR CONSIDERATION and late responses will not be reviewed.**

All information submitted including attachments, supplementary materials, addenda, etc. will not be returned.

## **VII. Selection Criteria:**

1. A Developer will be selected based on, but not limited to, the following criteria:
  - A. Proposed development and investment
    - i. Quality and acceptability of the proposal.
    - ii. Quality of the proposed technical approach, adherence to the design standards that include incorporating the character of the neighborhood, innovation in addressing potential adverse impacts created by the proposed development, and compliance with zoning, environmental covenant, and deed restrictions.
    - iii. Proposed quantitative construction and operational costs of the project, a project schedule, and statement of probable construction. Costs should include break down of phases such as site preparation, facility construction, etc.
    - iv. Revenue generation potential (real estate and earned income tax, utility fees, etc.).

- B. Experience and ability to deliver
  - i. Prior experience and performance of the developer team with projects of a similar type, scale, and complexity.
  - ii. The development team's demonstrated history of effective schedule and budget management for projects of a similar scale and complexity. Also, the level of commitment and responsibilities of key personnel and the percentage of time they will spend on the project.
  - iii. Professional qualifications and overall experience of individuals assigned to the project.
  - iv. Capacity to attract and secure financing.
- C. Benefits to the Community: the Project's support of the redevelopment goals.
- D. Proposed property acquisition price.

A Developer will be recommended to the CAMA Board and Town Council based on the overall quality of the proposed project. Any proposal to acquire and hold the land with subsequent construction activities to occur only when and if it is successfully awarded. The evaluation of the Developer's qualifications, experience and capacity will be based upon information in the proposal submitted by the Developer, interviews, investigation of projects completed by the Developer, assessment of performance in previous undertakings, and other pertinent factors. CAMA and the Borough will follow the disposition process which includes significant design review and construction oversight.

To ensure receipt of any addenda to the RFP, please email [southgate@chambersburgpa.gov](mailto:southgate@chambersburgpa.gov) for inclusion on the list. The email address provided above should be the sole point of contact. The email account will be checked as frequently as possible, but please note, there may be some delay in responses.

The CAMA Board and Town Council must approve any and all Developers who purchase the subject property. CAMA also reserves the right to reject any and all submissions.

### **VIII. Legal Information:**

CAMA and the Borough shall have the right to verify the accuracy of all information submitted and to make such investigation as it deems necessary to determine the ability of a prospective Developer to perform the obligations in the response.

1. Inspection of Parcel: Developer shall be given an opportunity to inspect the property and the title to the property, among other things. If the Developer is selected and elects to proceed after exercising its due diligence, it shall acquire or take possession of the parcel in "AS-IS WHERE IS" CONDITION, unless otherwise agreed to by CAMA in its discretion, in an agreement of sale.



2. Building Permits, Zoning Variances and Financial Viability: transfer of title to the property will not occur until the subdivision and land development process is complete by the Developer. The sale of the property no way guarantees or warrants grading permits, building permits, zoning variances, or financial viability. CAMA reserves the right to refuse to sell the property until a Developer is able to obtain all necessary financing and permits.
3. Disclaimer of Liability: Developer acknowledges by submitting information and proposals to CAMA and the Borough that CAMA and the Borough do not undertake any obligations, and shall have no liability with respect to the development program, this RFP, and responses thereto, nor with respect to any matters related to any submission by Developer.
4. The Developer, for itself and its employees, contractors, and primary subcontractors, agrees not to discriminate against or segregate any person or group of persons on any unlawful basis in the construction, sale, transfer, use, occupancy, tenure or enjoyment of the property or any improvements erected or to be erected thereon, or any part thereof.
5. CAMA and the Borough shall be the sole judge as to which proposals best meet the selection criteria. Notwithstanding anything in this RFP to the contrary, CAMA reserves the right to reject any or all proposals received, to waive any submission requirements contained within this RFP, and to waive any irregularities in any submitted proposal.
6. Upon the successful negotiation of a development agreement, CAMA will provide the Developer with an agreement of sale. The agreement of sale will contain, among other terms, the following provisions in substantially the form below:
  - A. Specify the property being sold is in an AS-IS WHERE-IS condition with no representations and warranties.
  - B. Will detail a closing date within one hundred and eighty (180) days of the execution by CAMA and buyer.
  - C. The deed to be conveyed will be a special warranty deed, and the deed will contain a right of reversion clause that the Developer must initiate the physical development of the property in accordance with the terms of its proposal within one year (1) of the transfer of title. If Developer fails to develop the property in accordance with the development proposal accepted by CAMA, CAMA may exercise its right of reversion.
  - D. Settlement will be held at PA Real Estate Settlement Services LLC located at 79 St. Paul Drive Chambersburg, PA 17201. Settlement will be held within one hundred eighty (180) days of transfer of title.

- E. Developer will be required to tender to CAMA a certified check in the amount of 10% of the agreed upon purchase price as earnest money for the sale.
- F. Taxes. All state and local real estate documentary, transfer, and recording taxes and expenses with respect to the Property shall be borne equally by the parties hereto. Real estate taxes and assessments for the Property for the year within which the closing occurs shall be prorated at and as of closing with Developer being responsible for the day of Closing.
- G. Possession. Possession of the Property will be delivered to the Developer on the date of settlement.
- H. Risk of Loss; Insurance. No representations. CAMA is transferring this property on an "AS-IS WHERE-IS" basis and makes no representations as to the condition of the property.
- I. Eminent Domain; Buyer's Option. If any part of the Property is taken by eminent domain before settlement, CAMA will notify the Developer of the taking within five (5) days but not later than the date of the settlement. The Developer will have the option to: (A) terminate this Agreement and upon termination the transaction fee will be returned immediately to Buyer after which the parties will be relieved of all obligations in this Agreement; or (B) proceed with this Agreement and pay the balance of the purchase price, and CAMA will assign to the Developer the award, if any, to which CAMA may be entitled. To exercise this option, the Developer will give notice to CAMA before settlement. If Developer fails to give the notice, Developer will be conclusively deemed to have chosen option (B).
- J. Municipal Improvements. Developer will be responsible for any municipal claim against the property, no matter whether the Ordinance or Resolution authorizing said improvements was adopted prior to the date of this Agreement, on the date of this Agreement, or after the date of this Agreement.
- K. Default.
  - i. **By Developer**: If Developer defaults, CAMA may (1) agree to retain the earnest money as liquidated damages, as the parties agree that the amount of the transaction fee is a reasonable settlement of CAMA's damages and is not a penalty; (2) recover for out-of-pocket costs related to this Agreement; (3) recover for loss of bargain, which right is preserved by CAMA; or (4) make a claim against the Developer for specific performance.

- ii. **By CAMA:** If CAMA defaults, Developer's remedy is limited to rescinding this Agreement, in which case CAMA will cause to be paid to Developer the transaction fee, and the Developer can make a claim for out-of-pocket costs, limited to title examination fees and inspection costs. Buyer specifically waives any claims for loss of bargain and specific performance or any other damages known or unknown.
  
- L. Zoning and other Ordinances. CAMA makes no representations as to whether the property is in compliance with the Zoning Classification or whether there are notices of uncorrected violations of housing, building safety, or other fire ordinances.
  
- M. Inspection of Property. Developer acknowledges that they inspected the Property and have done all of their due diligence before closing on the Property. Developer is relying only on the inspection of the Property made by the Developer and are not relying on any oral statement concerning the physical condition of the Property made by CAMA or Borough representatives or agents or any written statement concerning the physical condition of the Property given to Developer by CAMA or the Borough except for written statements contained in an agreement of sale.
  
- N. Developer agrees that the closing agent will be PA Real Estate Settlement Services LLC located at 79 St. Paul Drive Chambersburg, PA 17201.
  
- O. Notices to Parties. Any notice given by Developer to CAMA or by CAMA to Developer will be in writing. Any notices will be delivered either in the manner provided by law for the service of process in equity or by certified or registered mail to the receiving party at the address for the receiving party as stated in an agreement of sale. Any mailed notice will be deemed delivered to the receiving party on the fifth business day after mailing occurs.
  
- P. Covenant not to Record. Developer will not record the agreement of sale, and any recording by Developer will constitute a default by Developer.
  
- Q. Binding Effect. Any agreement between the parties shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns.



# Receipt of Confirmation of Request for Development Proposal

for

## Southgate Redevelopment Initiative

All prospective developers who obtained the Request for Development Proposal electronically must email this "Receipt of Confirmation" form no later than June 30, 2023 to:

southgate@chambersburgpa.gov

**The undersigned confirms receipt of all 11 pages of the Request for Development Proposal dated April 1, 2023 for the project referenced above.**

Name of Company \_\_\_\_\_

Name of Recipient \_\_\_\_\_

Signature of Recipient \_\_\_\_\_

Title of Recipient \_\_\_\_\_

Phone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_