

UPPER DARBY TOWNSHIP COUNCIL

RESOLUTION NO. 2-26

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF UPPER DARBY TOWNSHIP,
DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING A PARKING LEASE
AGREEMENT WITH BLUE DEVIL REALTY, LLC FOR PROPERTY LOCATED AT
4221 FERNE BOULEVARD**

WHEREAS, Upper Darby Township (“Township”) is a Home Rule municipality organized and operating in accordance with the Charter of Upper Darby Township (“Charter”) as permitted by the Home Rule Charter and Optional Plans Law, 53 Pa. C.S. §2901 et seq. (“Home Rule Law”); and

WHEREAS, the Township desires to enter into a lease agreement with Blue Devil Realty, LLC, the owner of certain real property located at 4221 Ferne Boulevard, Delaware County Tax Parcel No. 16-11-01047-00 (“Property”); and

WHEREAS, the Property Owner has approved a Parking Lease Agreement; and

WHEREAS, the Charter allows the Township to approve the leasing of real property via a resolution approved by the Upper Darby Township Council, Charter at C-701.A(6); and

WHEREAS, Township Council believes it to be in the best interest of the Township to approve the resolution authorizing the execution of the Parking Lease Agreement attached hereto, incorporated herein and labeled Exhibit “A”.

NOW THEREFORE, BE IT RESOLVED by the Upper Darby Township Council, and it is hereby **ADOPTED** and **RESOLVED** by authority of same as follows:

1. The Parking Lease Agreement attached hereto as Exhibit A is approved, and the Mayor is authorized to execute same on behalf of the Township.
2. All resolutions, or parts thereof, inconsistent with the provisions of this Resolution are hereby repealed to the extent of the inconsistency.
3. The provisions of this Resolution are declared to be severable. If any provision of this Resolution is declared by a court of competent jurisdiction to be invalid or unconstitutional, such determination shall have no effect on the remaining provisions of this Resolution.
4. This Resolution shall become effective immediately upon the signature of the Mayor or, in the event the Mayor neither approves nor vetoes this Resolution, fifteen days after the last day on

which the Mayor can approve or veto this Resolution, as set forth in the Upper Darby Township Home Rule Charter, Section C-702.C.

ADOPTED and RESOLVED this 21st day of January, 2026.

SEAL:

ATTEST: _____

BY: _____

Secretary of Council

President of Council

Resolution No. 2-26 is hereby approved this _____ day of January, 2026.

ATTEST: _____

BY: _____

CRANDALL O. JONES
Chief Administrative Officer

EDWARD BROWN
Mayor

Exhibit “A”

Prepared by: Lauren A. Gallagher, Esquire
1300 Virginia Drive
Fort Washington, PA 19034

Return to: Same as above

Tax Parcel No.: 16-11-01047-00

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease") is entered into this _____ day of _____, 2025 between BLUE DEVIL REALTY, LLC ("Lessor") a Pennsylvania limited liability company with an address at 124 E. State Street Media, PA 19063 and UPPER DARBY TOWNSHIP, ("Township" or "Lessee") a municipal corporation having an address at 100 Garrett Road, Upper Darby, PA 19082 and known collectively as the "Parties."

In consideration of the terms and covenants of this Agreement, and for other good and valuable consideration, the Parties agree as follows:

1. Premises.

Lessor is the owner of a certain parcel of land which is comprised, in part, of approximately 20,400 square feet of paved asphalt, located at 4221 Ferne Boulevard in Delaware County, Pennsylvania, more particularly identified as Delaware County Tax Parcel No. 16-11-01047-00 (the "Property"). Subject to the terms and conditions of this Lease, Lessor hereby leases to Lessee the pave asphalt as a parking lot area consisting of approximately Thirty-three (33) spaces located on the Property, as more particularly identified in the plan attached hereto and incorporated herein as Exhibit "A" (the "Premises"), which Premises is subject to all existing easements, covenants, conditions, rights-of-way and restrictions of record, if any.

2. Term.

The initial term ("Initial Term") of this Lease shall be five (5) years, commencing upon the date this document is executed by Lessor and Lessee ("Commencement Date"). This Lease shall automatically be renewed for consecutive additional five (5) year terms (the "Renewal Term(s)") on the same terms and conditions herein unless either party notifies the other party of its intention not to renew the Lease no less than six (6) months prior to the expiration of the then-applicable Initial Term or any Renewal Term(s). The Initial Term and Renewal Term(s) shall hereinafter be collectively referred to as the "Term." In the event of termination or non-renewal pursuant to this Section 2, the party providing notice of such termination or non-renewal shall be authorized to record, without the consent or participation of the other party, in the Office of the Recorder of Deeds for Delaware County, Pennsylvania, a "Notice of Non-Renewal" or similar instrument to provide notice to third parties that the Term of this Lease has not been renewed or was not renewed beyond the then-applicable Term and that the Lease will no longer be in force or affect or otherwise encumber the Property or Premises upon expiration of the then-applicable Term.

3. Revenue.

- a. Income and Expenses: Except for fines as set forth in Section 3.b. below, the Parties

shall share all net revenue from operation of the Premises including, without limitation, those revenues collected from Mobile Payments (Text-to-Pay) on the Premises as follows:

- i. Lessee shall set the rate per hour to be calculated at twice the rate the Township charges in Township owned and operated parking lots.
 - ii. Lessee shall collect and calculate the gross revenue from all kiosks, meters, online payment services and/or other sources (if any) (“Gross Revenue”).
 - iii. On the 15th day of each month, Lessee shall provide Lessor with a monthly accounting of the Gross Revenue, Expenses and Net Revenue from the previous month in form and detail sufficient for Lessor to report its share of the revenue for tax purposes.
 - iv. Lessee and Lessor shall share the Net Revenue as follows:
 - a. The Parties shall share all Net Revenue equally (50%/50%), and Lessee shall provide Lessor with Lessor’s 50% share on the 15th day of each month for the prior month.
 - v. Lessee will be solely responsible for and will assume all operating, personnel and administrative costs in connection with use and operation of the Premises.
- b. Fines: Lessee will process and retain seventy five (75%) of all fines imposed and/or collected. Remaining twenty five percent (25%) will be shared with Lessor.

4. Use.

- a. Lessee may use the Premises only as a public parking lot and uses normally incidental to public parking lots, and for no other purpose, unless otherwise agreed by Lessor in writing. Lessee shall use the Premises in compliance with all federal, state, and local laws and regulations. If for any reason Lessee’s use of the Premises fails to comply with the terms of this Lease or any federal, state or local law and Lessee fails to bring its use within compliance within thirty (30) days of written notice of such noncompliance, this Lease shall be terminated as provided herein, unless sooner authorized by such law. Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee’s expense, all licenses and permits required for Lessee’s use of the Premises.
- b. Lessee shall have exclusive use of the Premises during the term of this Lease or any renewal.

5. Responsibilities.

- a. Lessor:
 - i. Prior to commencement of this Agreement, Lessor shall ensure the parking lot is completely and fully constructed in accordance with the zoning and subdivision requirements of Upper Darby Township.
 - ii. Within the first one (1) year of the Term of the Lease, Lessee shall bear the costs of the installation (collectively, “Mobile Pay Parking Signs”) of no more than five (5) Mobile Pay Parking Signs. Upon completion of the installation of the Mobile Pay Parking Signs, said signs shall be owned by Lessee.
 - iii. During the Term of the Lease, and subject to Section 5.b. below, Lessor shall be responsible for the repair and replacement of the paved parking areas, curbing,

and striping for individual parking spaces located within the Premises (collectively, "Surface Improvements" and each a "Surface Improvement"); provided, Lessor's obligation to repair or replace any such Surface Improvements shall be subject to and conditioned upon Lessor receiving written notice from Lessee that one or more such Surface Improvement requires repair or replacement and Lessor being provided with a commercially reasonable amount of time of no less than sixty (60) days to complete the required repair or replacement. Further, the determination as to whether to repair or replace a Surface Improvement and how any such repair or replacement of a Surface Improvement should be completed shall be made in the sole reasonable discretion of Lessor, notwithstanding anything in this Lease to the contrary.

- iv. During the Term of this Lease, upon written request of Lessee, Lessor shall provide to Lessee cross easements for ingress and egress for vehicles and pedestrian traffic from the parking spaces to Valley Road or Ferne Boulevard. Any requested easements shall be prepared by the Lessee but shall be reasonably acceptable to Lessor.
- v. In the event Lessor intends to develop the Property in a manner as permitted by ordinance, but other than as a parking lot, and if it is determined that there is a continued demand for such parking spaces, Lessor shall provide Lessee with thirty-three (33) parking spaces available for public use in another location within the Township, subject to an parking agreement to be prepared at such time, unless otherwise agreed in writing by the Parties.
- vi. Notwithstanding anything herein to the contrary, Lessor's obligation to provide thirty-three (33) parking spaces on the Premises or a substantially similar number of replacement parking spaces for public use within the Township unless otherwise agreed in writing by the Parties, if and when such obligation is required under the terms expressly set forth in this Section, shall survive the expiration, non-renewal, or termination of this Lease.
- vii. Lessee shall have sole responsibility for the acquisition, maintenance, repair, and security of its equipment, personal property, and any other leasehold improvements, including, without limitation, kiosks and/or meters located on the Premises, and all costs related thereto, and shall keep the same in good repair and condition during the Term of the Lease.
- viii. Lessee shall place no advertising on the Property or on any structure on the Property other than signage approved by the Lessor for directions, the Mobile Pay Parking Signs, and establishing rates and hours of operation, all in accordance with federal, state and local laws and ordinances.
- ix. During the first one (1) year of the Term of the Lease, Lessee shall bear the costs of the installation of all parking lot signage, including the Mobile Pay Parking Signs.
- x. Prior to commencement of this Agreement, the Township shall have passed an ordinance amendment to Chapter 520, "Vehicles and relating to Metered Parking Lots, adding the Premises.

6. Reasonable Approval.

Both parties shall not unreasonably withhold or delay approvals required under this Lease except as otherwise set forth in this Lease.

7. Termination.

- a. Except as otherwise provided herein, this Lease or portions of this Lease may be terminated upon thirty (30) days written notice to the other party only as follows:
 - i. By either party, upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days after delivery of written notice of default to the other party;
 - ii. By either party, if Lessee's use of the Premises becomes illegal under any federal, state or local law, rule or regulation.

- b. Upon termination of this Lease for any reason, at the request of Lessor, Lessee shall remove all of its equipment, personal property, and leasehold improvements from the Premises within sixty (60) days after the date of termination, and shall restore the Premises to the condition it was in on the Commencement Date, ordinary wear and tear excepted, all at Lessee's sole cost and expense. Any such property which is not removed by end of said sixty (60) day period shall become the property of Lessor.

8. Insurance.

Lessee and Lessor shall each provide Commercial General Liability Insurance or equivalent coverage, including completed operations coverage and, contractual liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) general aggregate, and each shall name the other as an additional insured on such policy or policies, Lessee, being a duly formed political subdivision of the Commonwealth of Pennsylvania shall be permitted to purchase and maintain, in lieu of insurance, group self-insurance in accordance with the requirements of this Lease with PennPRIME Insurance Trusts or any other municipal self-insurer established and operating under the authority of the Pennsylvania Intergovernmental Cooperation Act (53 PA. C.S.A. §§481, et seq.) and the Pennsylvania Political Subdivision Tort Claims Act (42 Pa.C.S.A. §§8501, et seq.).

9. Real Estate Taxes.

Lessor is responsible for all Real Estate Taxes on the Property, including the Premises.

10. Indemnification.

Except for the gross negligence and/or willful misconduct of Lessor's agents or employees, Lessee agrees to indemnify, defend, and hold harmless Lessor, and Lessor's officers, members, partners, employees, agents and representatives (collectively, "Lessor Parties" and each a "Lessor Party"), from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by Lessor or a Lessor Party, or for which Lessor or a Lessor Party may be held liable, which arise from bodily injury and property damage that results from the negligence, willful misconduct, or other fault of Lessee or its employees, agents, or subcontractors in the performance of this Lease or from the installation, operation, use, maintenance, repair, removal or presence of Lessee's equipment or facilities on the Premises.

Nothing in this Lease shall abrogate the parties' rights, privileges and defenses under the Political Subdivision Tort Claims Act (42 Pa. C.S. §§ 8501, et seq.).

11. Intentionally omitted

12. Notices.

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered, sent by reputable overnight mail service or mailed, certified mail, return receipt requested to the following addresses:

If to Lessee, to:

Upper Darby Township
100 Garrett Road
Upper Darby, PA 19082
Attn: Chief Administrative Officer

With copy to:

Clarke Gallagher Barbiero Amuso & Glassman Law
1300 Virginia Drive
Fort Washington, PA 19034

If to Lessor, to:

Rockwell Parking, LLC
124 E. State Street
Media, PA 19063
Attn: Gregory Lingo

13. Representations and Warranties.

- a. Lessor warrants that (1) it has full right, power, and Lessee to execute this Lease; and (2) to the best of its knowledge, it has good and unencumbered title to the Premises free and clear of any liens or mortgages except: existing mortgage with Sharon Bank. Lessor warrants that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease in accordance with its terms.
- b. Lessee, at its own cost, has the right to obtain a title commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title commitment shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Lease Property, Lessee shall have the right to terminate this Lease immediately upon written notice to Lessor.
- c. The Lessor has not covenanted or agreed with anyone to restrict the use of the Premises and Lessor knows of no covenant, agreement or restriction affecting the Premises which would prohibit or restrict such use by Lessee.

14. Assignment.

Lessee may not assign or sublet this Lease without the prior written consent of Lessor which, notwithstanding anything in this Lease to the contrary, may be withheld in Lessor's sole discretion.

15. Successors and Assigns.

This Parking Lease Agreement shall run with the Property, subject to Section 2. This Lease shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives, and assigns.

16. Miscellaneous.

- a. This Lease constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
- b. This Lease shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
- c. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- d. This Lease shall be recorded in the office for the Recorder of Deeds in and for the County of Delaware, Commonwealth of Pennsylvania.
- e. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Lease shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Any photographic or Xerox copy of this Lease, with all signatures reproduced on one or more set of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Lease.
- f. The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and provisions hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Parking Lease Agreement to be executed as the day and year first written above.

LESSEE:

UPPER DARBY TOWNSHIP

By: _____
Edward Brown
Mayor

LESSOR:

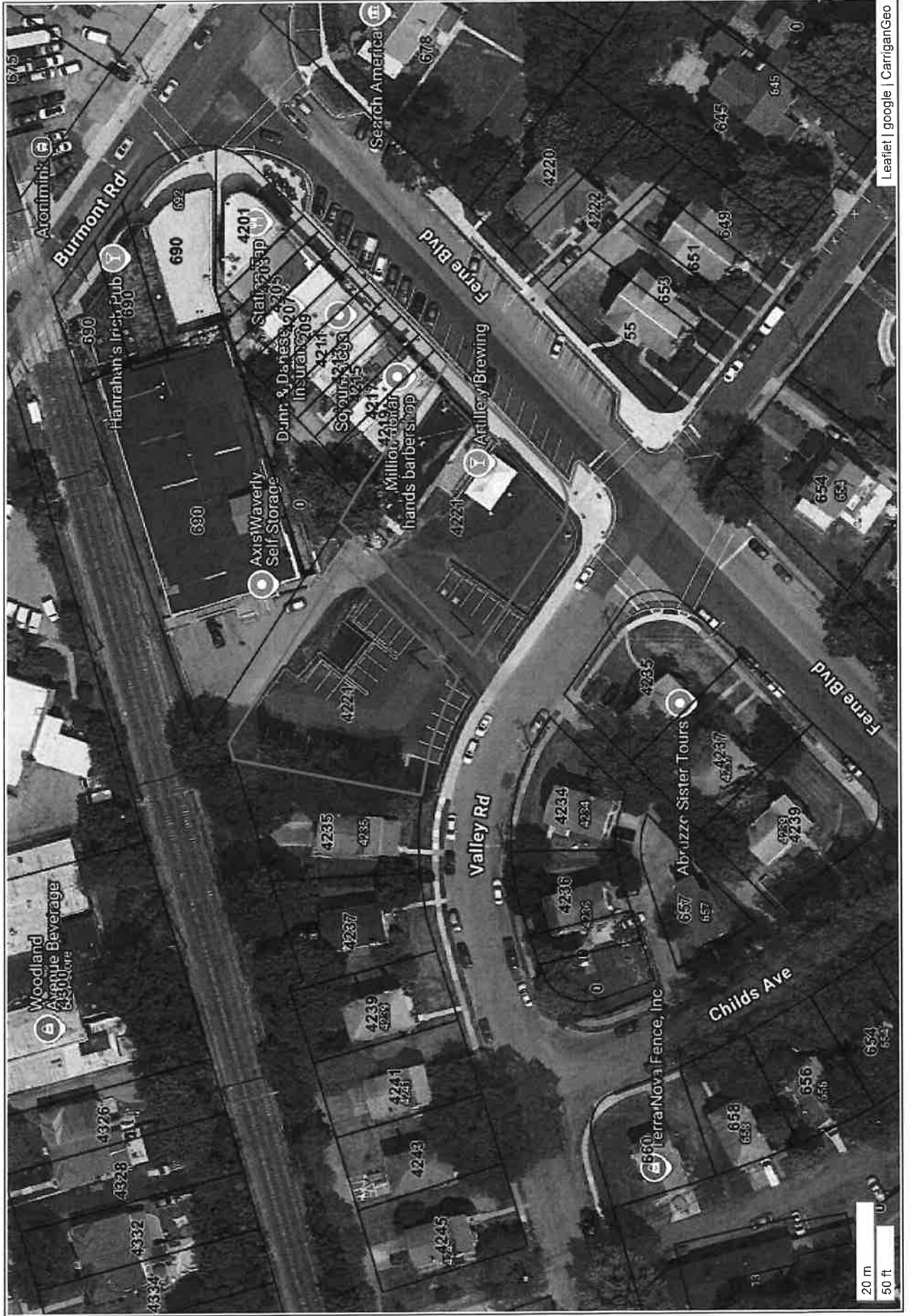
BLUE DEVIL REALTY, LLC

By: _____
Gregory B. Lingo
Manager

Exhibit “A”

4221 FERNE BLVD

16110104700



ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF DELAWARE :

On this, the ___ day of _____, 2026, before me, the undersigned officer, a Notary Public, personally appeared Gregory Lingo, known to me or satisfactorily proven to be the Manager of Blue Devil Realty, LLC, whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of the said Blue Devil Realty, LLC, for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF DELAWARE :

On this, the ___ day of _____, 2026, before me, the undersigned officer, a Notary Public, personally appeared Edward Brown, known to me or satisfactorily proven to be the Mayor of Upper Darby Township, whose name is subscribed to the within instrument, and acknowledged that he executed the same on behalf of Upper Darby Township for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires: