

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Agreement") is made as of the 24th day of July 2017, by and between the Springfield School District, a body public and corporate, created and existing pursuant to and under the Public School Code of 1948, as amended, having an address of 111 W. Leamy Avenue, Springfield, PA 19064 (the "**District**") and Rev. Anthony J. Costa, solely as Pastor of St. Francis of Assisi Parish, an unincorporated association, and not in his private or individual capacity, and acting herein with the permission of Archbishop Charles J. Chaput, O.F.M. Cap., Archbishop of Philadelphia, also an unincorporated association, having an address of 136 Saxer Avenue, Springfield, PA 19064 (the "**Parish**"). The District and the Parish are collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, the District filed Application ZH-17-04 (the "Zoning Application") to the Zoning Hearing Board of Springfield Township, Delaware County, PA (the "ZHB") seeking a special exception and some ten (10) variances and/or other relief and an Application to Springfield Township (the "Township") for Subdivision and/or Land Development Processing and Review (the "SALDO Application"), as hereinafter described, both Applications relating to the proposed redevelopment of the Springfield High School property located at 35 W. Leamy Avenue, 49 W. Leamy Avenue, and 111 W. Leamy Avenue, Springfield, PA (the "High School Property") with a new three (3) story High School Building (the "New High School Building") with the distance between the eastern side of the New High School Building and the Parish Property substantially

as depicted on the Overall Site Plan hereinafter defined, a District Maintenance Building, a Bus Operations Building, a Stadium, athletic fields, parking, landscaping and related improvements (collectively, the "Project"); and

WHEREAS, the District will be filing a Conditional Use Application related to the height of the lights for the proposed new Stadium (the "Conditional Use Application"); and

WHEREAS, the Parish operates a Roman Catholic Church, Grade School (Pre-School to 8th Grade), Rectory and related facilities and conducts religious services, educational programs and related Parish activities, including, but not limited to, Masses for worship, funerals and wedding ceremonies, baptisms, First Holy Communions, Youth Ministry, bereavement support, and other Parish functions, on property owned by the Parish having an address of 136 Saxer Avenue, Springfield, PA 19064 (the "Parish Property") which abuts the eastern portion of the High School Property; and

WHEREAS, the ZHB has scheduled a public hearing on the Zoning Application (the "Zoning Proceedings"); and

WHEREAS, the Parish has joined in the Zoning Proceedings as a Party Protestant; and

WHEREAS, the Parties, through their respective attorneys, have met on several occasions to attempt to amicably resolve their respective concerns; and

WHEREAS, the Parties have reached agreement with respect to various issues related to the Project, which the Parties wish to memorialize in this Agreement.

NOW THEREFORE, the District and the Parish, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, agree as follows:

1. Upon full execution of this Agreement, the Parish will withdraw its opposition to the Zoning Application and will confirm to the Zoning Hearing Board that it does not oppose the Zoning Application provided that the Conditions of Approval referenced herein are made a part of any approval of the Zoning Application.

2. The latest full set of Preliminary Land Development Plans reviewed by the Township were prepared by Project Engineer T and M Associates ("T&M") and are dated August 11, 2016 and last revised March 16, 2017 (the "Preliminary Plans"). A few minor revisions to the Preliminary Plans were made on March 27, 2017 and submitted with the Zoning Application. In order to address some of the terms of this Agreement, the District had T&M prepare a revised Overall Site Plan, Drawing Number C005, with a last revision date of May 23, 2017, a copy of which is attached hereto as Exhibit "A" (the "Overall Site Plan").

3. Provided the District receives all necessary final and unappealable zoning and land development approvals for the Project with a layout substantially as depicted on the Overall Site Plan or with such revisions as are acceptable to the District which do not materially change the distance between the New High School Building and the Parish Property and/or the location of the easternmost access to the High School Property, all as depicted on the Overall Site Plan, and further provided that the bids for the Project are approved by the School Board of the District which determines to move forward with the Project, the District plans to construct a new three (3) story high school building (the "New High School Building") on the eastern portion of the High School Property, near the common boundary line with the Parish, and thereafter demolish the existing High School Building, and also construct a new sports Stadium; together with a

number of athletic fields, tennis courts, parking areas, and other improvements as more specifically shown on the Overall Site Plan.

4. The Parties acknowledge that further revisions will be made to the Preliminary Plans and the Final Plans (collectively the "Plans") to address the comments of the Township Engineer and the requirements of the Township. The Parish shall not oppose the SALDO Application and the related Plans, as revised during the Land Development review process to satisfy the comments of the Township Engineer and the requirements of the Zoning Hearing Board and/or the Township, provided that the layout of the Project is substantially consistent with the Overall Site Plan, and shall not oppose the Conditional Use Application.

5. Provided that the District receives all necessary final and unappealable zoning and land development approvals for the Project with a layout substantially as depicted on the Overall Site Plan, with the revisions referenced herein and with any other revisions acceptable to the District which do not materially change the distance between the New High School Building and the Parish Property or the location of the easternmost access to the High School Property from South Rolling Road as depicted on the Overall Site Plan (the "Approvals") and further provided that the School Board of the District approves the bids for the Project and determines to move forward to implement the Project: the District and Parish agree as follows:

a. The District will pay the Parish the sum of \$4,320. to be used by the Parish for the purchase of a manual gate to be installed by the Parish on the Parish Property, which gate may be used by the Parish as it sees fit to block access to the Parish's parking lot which is accessed from what is currently an extension of South

Rolling Road and which the Parish refers to as Murphy Drive. Said payment shall be made at the same time as the payment required in subsection 5.b. hereof.

b. Upon receipt of the Approvals and the approval by the School Board of the District of the bids for the Project and the implementation of the Project, but in no event later than two (2) months **prior** to commencement of any work on the Project, including site preparation, the District will pay the sum of \$150,000. to the Parish, in settlement of the litigation between the Parties, in order to compensate the Parish for any potential adverse impacts on the Parish, including but not limited to noise and/or dust impact during the construction process.

6. Provided that the District receives the Approvals and further provided that the School Board of the District approves the bids for the Project and determines to move forward to implement the Project and commences construction of the Project, including any related site preparation work, the District and Parish agree as follows:

a. There is an approximately 40 foot wide strip of land and paved drive, abutting the northern boundary of the Parish Property, commonly referred to as "Speakman Drive" and labelled as such on the Overall Site Plan. Upon completion of the Project, access to Speakman Drive from Lownes Lane and access to Lownes Lane from Speakman Drive will be restricted to emergency access only by any public body, agency or department in conjunction with providing fire protection, police protection, emergency ambulance services and other similar public emergency services, by a physical gate or chain barrier and Knox Box or similar non-destructive emergency rapid access system installed by the District on the High School Property at or near the intersection of Speakman Drive and Lownes Lane as depicted on the Overall Site Plan.

b. The District shall redesign its eastern most access to the High School Property from South Rolling Road shown on the Preliminary Plans so that it will be substantially as shown on the Overall Site Plan. The District asserts that its original access design, as shown on the Preliminary Plans, is within an unvacated portion of South Rolling Road which originally veered sharply left (i.e. traveling northeasterly on South Rolling Road) and, thereafter, jogged right through the Parish Property and ultimately intersected with Saxer Avenue. The portion of South Rolling Road which veers left into properties currently owned by the District and the Parish may not have been vacated, whereas the parties believe that the portion of South Rolling Road jogging right through the current Parish Property and intersecting Saxer Avenue has been vacated. The allegedly unvacated portion of South Rolling Road outlined in red on Exhibit "B" attached hereto (the "Unvacated Portion of South Rolling Road") is currently utilized as an access driveway by the Parish to its property and is often referred to as "Murphy Drive". The District hereby agrees that the redesigned eastern most access point on South Rolling Road, if approved by the Township, will eliminate the need for any District usage of the Unvacated Portion of South Rolling Road which currently provides access to the Parish Property. The District will seek approval from the Township for an access to and from South Rolling Road which will be located generally to the west of the access currently used by the Parish to and from South Rolling Road to its parking lot, substantially as depicted on the Overall Site Plan, and upon receipt of the Approvals, including approval of said access, and commencement of construction of the Project, including any site preparation work, will waive, abandon and relinquish any right to use the Unvacated Portion of South Rolling Road.

c. The Parish will request that the Township agree to the vacation of the Unvacated Portion of South Rolling Road which the Parish refers to as Murphy Drive and which the Parish uses to access its parking lot from South Rolling Road. The District will provide a legal description for the Unvacated Portion of South Rolling Road. The District will not oppose the Parish's request and if said vacation is approved by the Township, the District agrees to abandon any and all rights, title, easements and interest and use in, to and over the property which was the Unvacated Portion of South Rolling Road (the "Vacated Property"), and upon receipt of the Approvals and a Quit Claim Deed from the Township for the portion of the Vacated Property reverting to the District as an abutting property owner as a result of the vacation, will convey to the Parish, by Quit Claim Deed, all of its right, title and interest to said portion of the Vacated Property. The District's Quit Claim Deed shall further confirm that the District has waived, abandoned and relinquished any residual private easements over all portions of the Vacated Property.

d. Concurrently with the commencement of any demolition, grading, excavation or construction of the Project, the District shall install an eight (8) foot high construction fence lined with green windscreen and sound blankets (the "Temporary Construction Fence") along the full length of common property line of the District and the Parish. The District shall maintain the Temporary Construction Fence in good and operational condition at least until commencement of construction of the berm described below, at which time the Temporary Construction Fence may be removed.

e. The District shall maintain the setback distances shown on the Overall Site Plan between the eastern side of its New High School Building and the common boundary line with the Parish Property (i.e. approximately 140 foot setback for approximately 410 feet of the said common boundary line and approximately 83.9 feet for a portion of the common boundary line nearer to South Rolling Road, which extends for approximately 147.50 feet). The area outlined in red on the Overall Site Plan located between a portion of the eastern curb of the of the proposed new easternmost Rolling Road access and the Parish Property shall remain in "green", grassy condition and shall constitute a green "buffer" strip measuring approximately eighty feet (80') wide from curb to the Parish Property (hereafter "Buffer Strip"). The District agrees not to erect or install any permanent structures other than fencing, retaining walls, trees, shrubs, ornamental walls, art, sculpture or similar items or any temporary structures exceeding one (1) story in height within the Buffer Strip. The District agrees to install a berm along the boundary of the High School Property with the Parish Property within a portion of the Buffer Strip with trees and shrubs and grass planted on top, substantially as depicted on the plan attached hereto as Exhibit "C", as said plan may be revised during the land development review process based on input from the Township (the "Berm"). Provided, however, that the Parish shall receive notice of any such deviation relating to the Berm and planting specified herein and shall have the right to provide input in such matters with the Township. If necessary, the District and its contractors shall be permitted to come onto the Parish Property up to a maximum of five (5) feet from the common boundary line between the High School Property and the Parish Property to complete grading of the Berm along said common property boundary and/or to replace

the existing chain link fence along the common property boundary with a new fence. In doing so, the District will make reasonable efforts to minimize potential damage to existing trees on the Parish Property within said five (5) foot area, however, the District cannot and does not guarantee that there will be no long term damage to said trees as a result of construction of the Berm requested by the Parish. Grass shall be planted on the remainder of the Buffer Strip. Nothing herein shall be deemed to prohibit the District from using the portion of the Buffer Strip to the west of the proposed Berm retaining wall, for purposes of overflow parking for high school special events such as Graduation, football games, Celebration of the Arts event, etc., provided that the District uses and maintains sufficient geotechnical stabilization and support measures to protect the stability, and grassy nature, of the Buffer Strip or from the District using said portion of the Buffer Strip for other District student activities except for those specifically prohibited herein. The District shall be responsible for grass cutting and maintenance of the entire Buffer Strip, including the Berm and plantings thereon, and shall make repairs to the Berm and maintain and replace plantings as needed.

f. During construction of the Project, no construction activities shall take place: (1) after 3:30 p.m. on Saturday and (2) on Sundays.

g. Access to the proposed parking lot at or near the intersection of West Leamy Avenue and South Rolling Road, between the bus operations parking lot and the Stadium, will be controlled by closing the gate to the South Rolling Road access (the second access to the High School Property on South Rolling Road heading east from West Leamy Avenue) during school days for approximately one (1) hour in the morning and one (1) hour in the afternoon to coincide with the peak drop off and pick up

times. At all other times, access to this lot will be available via both West Leamy Avenue and South Rolling Road. A queuing line shall also be provided within said parking lot so that drop-offs may be made from the West Leamy Avenue access and drive. The bus operations building and parking lot at the corner of West Leamy Avenue and South Rolling Road ("Bus Operations Area") shall be for bus and bus driver parking, staging and maintenance of buses and administration of the District's transportation program ("Bus Operations") only during the regular School Day, at which time said Bus Operations Area shall be limited to Bus Operations and access to the Bus Operations Area from the main interior drive from West Leamy Avenue shall be gated to as to allow passage only by buses and Bus Operations personnel and their vehicles. During the regular School Day, Student drivers and other drivers making student drop-off and pick-up shall not be permitted to use the Bus Operations Area access points which otherwise would allow entry and departure from South Rolling Road. In the event that the District, in the future, shall relocate its Bus Operations from the High School Property then, and in such an event, the District shall be at liberty to convert the Bus Operations Area to parking for students, employees, staff and/or visitors, provided, however, the current bus access to and from South Rolling Road shall be gated for one (1) hour during the time for student arrivals and one (1) hour for student departures during the School week. Further, student or visitor parking shall be permitted in the Bus Operations Area during special events at times when the buses have been moved off site temporarily for said special events.

Student parking during the regular School Day shall be in the parking spaces provided and shown on the Overall Site Plan as being angle parking along West Leamy

Avenue and in that parking lot fronting on South Rolling Road between the Bus Operations Area and the new proposed stadium, as depicted and shown on the Overall Site Plan. Staff and/or visitors may also park in these areas.

The District shall discourage its students from parking on public streets except for Leamy Avenue during the regular School Day.

h. The Bus Operations Area at the intersection of West Leamy Avenue and South Rolling Road will be fenced and gated to limit access to this area to Bus Operations, so long as Bus Operations remain at the High School Property, except as otherwise provided herein.

i. Any District mechanical equipment on the roof of the High School or on the ground of the High School Property shall be shielded from view from the Parish Property.

j. Except as otherwise provided herein, the parking spaces shown on the Overall Site Plan to the east of the New High School Building and to the side of the New High School Building along South Rolling Road, together with the parking lots/spaces across from the northwest corner of the New High School Building, shall be utilized, during the regular School Day, by District staff, employees and visitors. After the regular School Day, these parking spaces may be made available to accommodate parking needs for students participating in extracurricular activities, visitors or anyone else authorized to use the High School Property.

k. The District shall not conduct band rehearsals or concerts, and shall not install, use or otherwise implement, or permit the implementation of any loud speaker system or any other sound enhancing equipment in the setback area between

the east side of the New High School Building and the common boundary line with the Parish Property.

I. The woodworking shop, or any mechanical facility accessory to the woodworking shop, in the New High School Building shall not be located on the east side of said building facing the Parish Property. The District has represented that the woodworking shop will be located on the northwest corner of the New High School Building facing the new proposed stadium shown on the Overall Site Plan.

7. The parties agree to jointly request that the Proposed Conditions of Approval attached hereto as Exhibit "D" be made part of the approval of the Zoning Application.

8. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their legal successors, heirs, assigns, representatives, and attorneys.

9. This Agreement shall be construed in accordance with, and deemed governed by, the laws of the Commonwealth of Pennsylvania. The Court of Common Pleas of Delaware County, Pennsylvania, shall have exclusive venue and jurisdiction over any original legal or equitable proceedings between the Parties regarding the Agreement.

10. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement.

11. The undersigned each acknowledge and represent that no promise or representation not contained in this Agreement, or in any exhibit hereto, has been made

to them, and that this Agreement contains the entire understanding and agreement between the parties and it contains all terms and conditions pertaining to the compromise and settlement of the disputes referenced in this Agreement. The undersigned further acknowledge that the terms of this Agreement are contractual and not merely a recital, and that this Agreement is fully integrated.

12. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any party hereto because said party drafted or caused the party's legal representative to draft any of the provisions.

13. The parties represent and warrant that each of the parties executing this Agreement has the authority to do so.

14. This Agreement cannot be modified or amended in any way, except in writing, signed by the Parties.

15. Except as otherwise provided herein, this Agreement is not intended to, nor does it, waive any claims, remedies, damages or causes of action that may be related to the District's Project or operation of the Project. Each of the Parties hereto shall have the right to pursue specific injunctive relief in equity and/or monetary damages to which it may be entitled as a result of a breach of this Agreement by the other party.

16. All notices, requests, demand and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Parish: Rev. Anthony J. Costa, Pastor
St. Francis of Assisi Parish
136 Saxer Avenue
Springfield, PA 19064
Phone: (610) 543-0848

With a copy to: Vincent B. Mancini, Esquire
Law Offices of Vincent B. Mancini & Associates
414 East Baltimore Pike
Media, PA 19063
Phone: (610) 566-8064

If to School District: Springfield School District
Attn: Donald Mooney, Executive Director-Operations
111 West Leamy Avenue
Springfield, PA 19064
Phone: (610) 938-6025

With a copy to: Donald T. Petrosa, Esquire
Petrikin, Wellman, Damico, Brown & Petrosa
William Penn Building
109 Chesley Drive
Media, PA 19063
Phone: (610) 892-1858

With a copy to: Marc B. Kaplin, Esquire
910 Harvest Drive
P.O. Box 3037
Blue Bell, PA 19422
Phone: (610) 941-2666

17. In the event that the District does not receive all Approvals required for the Project, this Agreement shall be null and void and of no effect.

Witness:
Joel Manning
7/24/2017

SPRINGFIELD SCHOOL DISTRICT


By: **DOUGLAS CARNEY**
Title: **MEMBER / FACILITIES CHAIR.**
Date: **7-24-17**

PARISH OF ST. FRANCIS OF ASSISI:

Saint Francis of Assisi Church

By: **Rev. Anthony J. Costa, solely as
Pastor of Saint Francis of Assisi
Philadelphia, and not in his private or
Individual capacity**
Date:

**As Ordinary of the Archdiocese of Philadelphia, I hereby approve and
consent to the execution and delivery of the foregoing Agreement.**

**Archbishop Charles J. Chaput, O.F.M.
Philadelphia, and not in his personal**


By: _____
**Reverend Monsignor Daniel J. Kutys
Attorney-In-Fact for
Archbishop Charles J. Chaput, O.F.M.
Cap.**
Date:

SPRINGFIELD SCHOOL DISTRICT

By: _____
Title:
Date:

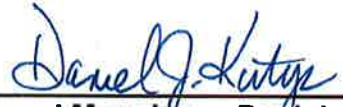
PARISH OF ST. FRANCIS OF ASSISI:

Saint Francis of Assisi Church


By: Rev. Anthony J. Costa, solely as
Pastor of Saint Francis of Assisi
Parish, a parish of the Archdiocese of
Philadelphia, and not in his private or
Individual capacity
Date: 7/27/17

As Ordinary of the Archdiocese of Philadelphia, I hereby approve and consent to the execution and delivery of the foregoing Agreement.

**Archbishop Charles J. Chaput, O.F.M.
Cap., In his capacity as Archbishop of
Philadelphia, and not in his personal
or individual capacity**

By: 
Reverend Monsignor Daniel J. Kutys
Attorney-In-Fact for
Archbishop Charles J. Chaput, O.F.M.
Cap.
Date:

SEE SHEET C002 FOR PLAN NOTES AND LEGEND

SOUTH ROLLING ROAD

SOUTH ROLLING ROAD

SAXER AVENUE

WEST LEAMY AVENUE

WEST LEAMY AVENUE

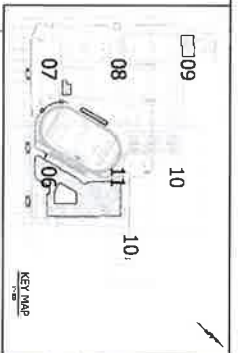
ORCHARD ROAD

WYNDMOOR ROAD

LOWNES AVENUE

SPEARMAN DRIVE

BUFFER AREA



SCALE: 1"=100'

SCHADENGROUP
ARCHITECTURE
1811 Kensington Avenue, Suite 100
Springfield, PA 19084
P: 610.482.7440
F: 610.482.7440
WWW.SCHADENGROUP.COM

PERKINS + WILL
The Weigley Building
410 N. Washington Avenue, Suite 1800
Lancaster, PA 17602
P: 717.252.4770
F: 717.252.4770
WWW.PWILL.COM

Consolidated Engineers
111 West Leamy Avenue
Springfield, PA 19084
P: 610.482.7440
F: 610.482.7440
WWW.CONSOLIDATEDENGINEERS.COM

Springfield School District
111 West Leamy Avenue
Springfield, PA 19084
P: 610.482.7440
F: 610.482.7440
WWW.SPRINGFIELDSD.COM

New Construction of:
Springfield High School
111 West Leamy Avenue
Springfield, PA 19084

DATE: 11 AUGUST 2018
SSA PROJECT NUMBER: 14-003

Overall Site Plan
C005

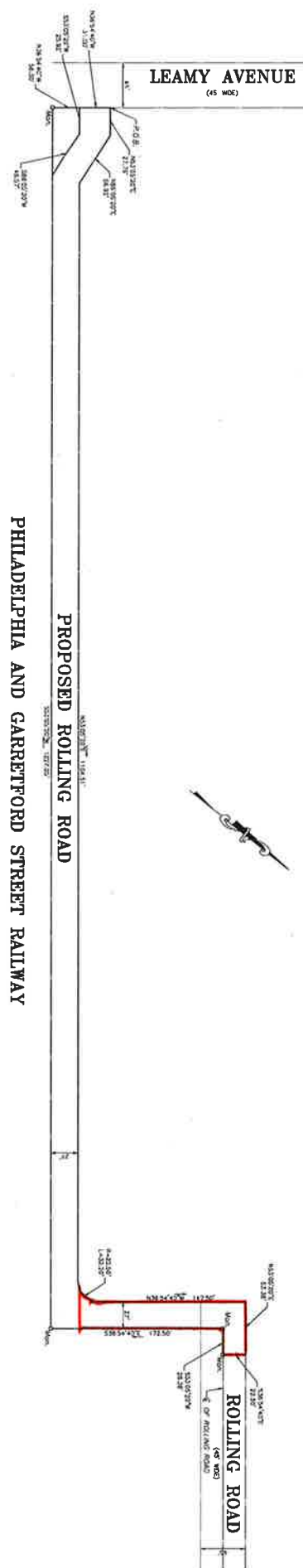


Exhibit "B"



ARCHITECTURE
1111 N. 11th Street
Philadelphia, PA 19107
Tel: 215.462.7442
Fax: 215.462.7443
www.sgcnc.com

PERKINS
+ WILL
The Wilbur Smith Building
410 N. 12th Street
Philadelphia, PA 19107
Tel: 215.252.4770
Fax: 215.252.4773
www.perkinswill.com

Consulting
T & M Associates
325 Spruce Road, Suite 315
Plymouth Meeting, PA 19462
Tel: 484.353.1270
Fax: 484.353.1270
Consolidated Engineers
1022 James Drive
Lancaster, PA 17603
Tel: 717.393.1800
Fax: 717.393.1800

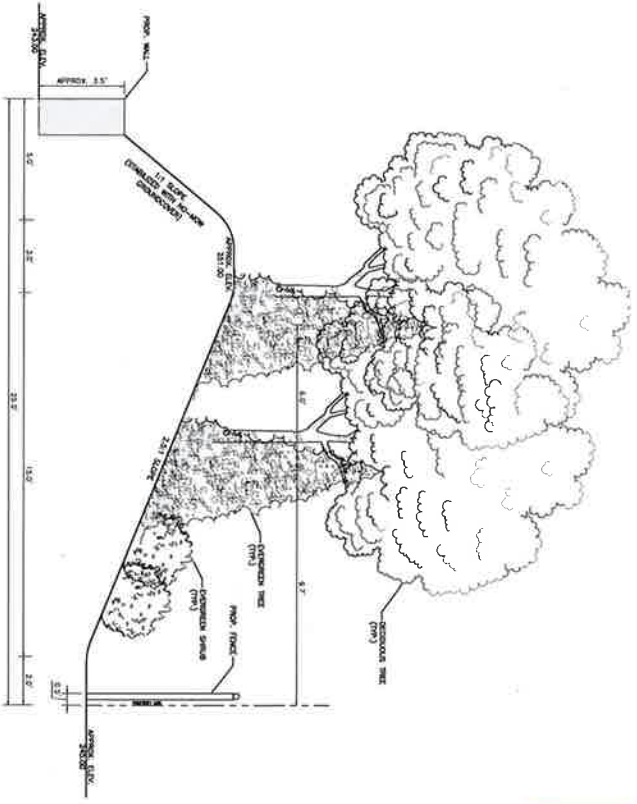
Schaden Group Architecture
1888 Chester Lane, Suite 205
Lancaster, Pennsylvania 17601
Tel: 717.468.8800

Owner
Springfield
School District
1111 N. Leamy Avenue
Springfield, PA 19084

New Construction of:
Springfield High School
49 West Leamy Avenue
Springfield, PA 19064

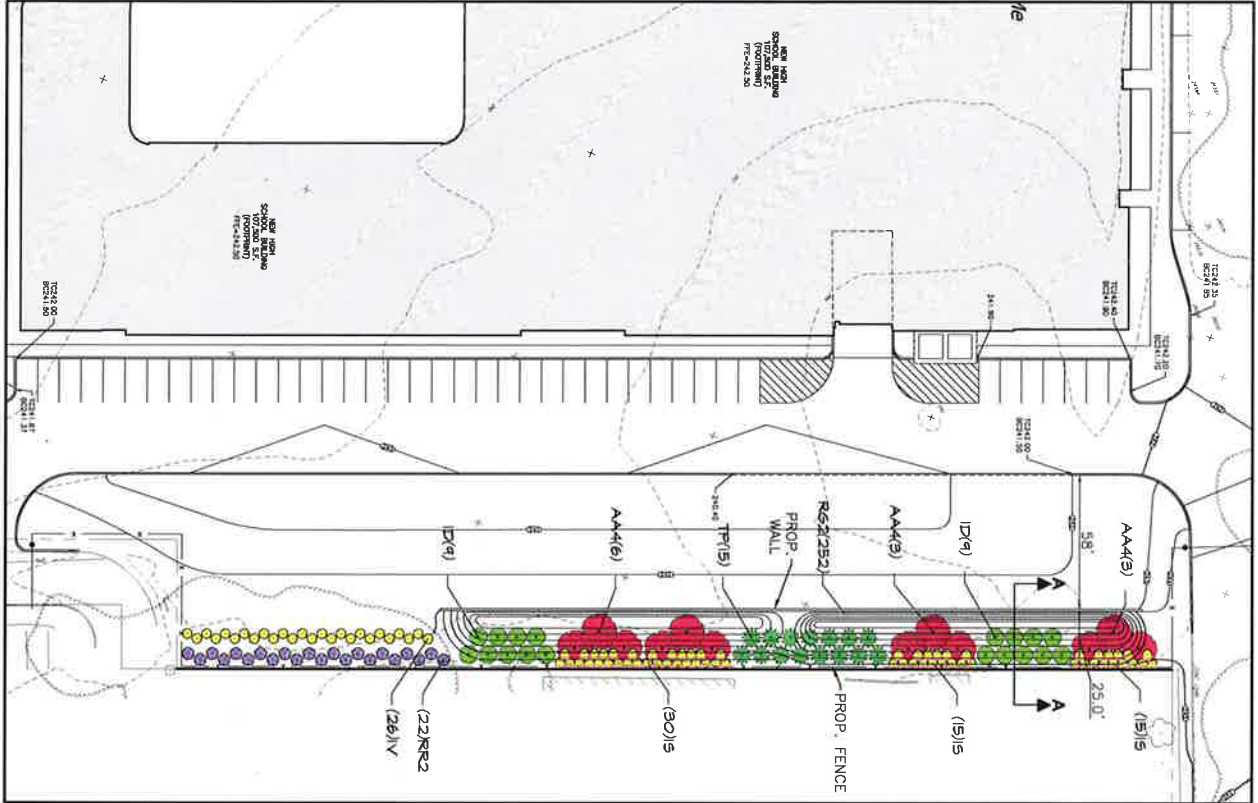
DATE: March 2009
SQA PROJECT NUMBER: 15-003

Drawing Title
LANDSCAPE
BERM/BUFFER
EXHIBIT
Drawing Number:
1



PLANT SCHEDULE

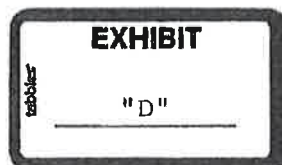
SYMBOL	PLANT NAME	SIZE	QUANTITY
1	AMUR MAPLE	12" DBH	1
2	WESTERN RED CEDAR	12" DBH	1
3	DRAGON LADY HOLLY	12" DBH	1
4	HERM'S SECRET SWEETSPICE	12" DBH	1
5	CATALPA BUNODENDRON	12" DBH	1
6	INBERRY	12" DBH	1



PROPOSED CONDITIONS OF APPROVAL

Applicant, Springfield School District, is referred to herein as "District" and St. Francis of Assisi Parish is referred to as "Parish". The zoning relief requested by the District is granted conditioned on the District obtaining final and unappealable zoning and land development approvals for its proposed New High School Building and related plans with a layout substantially consistent with the Overall Site Plan prepared by T&M Associates with a last revision date of May 23, 2017 (the "Overall Site Plan"), with any revisions acceptable to the Applicant provided that said revisions do not materially change the distance between the New High School Building and the Parish Property or the location of the easternmost access to the High School Property from South Rolling Road (the "Project") and commencement of construction of the Project including site preparation work, in which event the following Conditions of Approval shall apply:

1. There is an approximately 40 foot wide strip of land and paved drive, abutting the northern boundary of the Parish Property, commonly referred to as "Speakman Drive" and labelled as such on the Overall Site Plan. Upon completion of the Project, access to Speakman Drive from Lownes Lane and access to Lownes Lane from Speakman Drive will be restricted to emergency access only by any public body, agency or department in conjunction with providing fire protection, police protection, emergency ambulance services and other similar public emergency services, by a physical gate or chain barrier and Knox Box or similar non-destructive emergency rapid access system installed by the District on the High School Property at or near the intersection of Speakman Drive and Lownes Lane as depicted on the Overall Site Plan.



2. The District shall redesign its eastern most access to the High School Property from South Rolling Road shown on the Preliminary Plans so that it will be substantially as shown on the Overall Site Plan. The District asserts that its original access design, as shown on the Preliminary Plans, is within an unvacated portion of South Rolling Road which originally veered sharply left (i.e. traveling northeasterly on South Rolling Road) and, thereafter, jogged right through the Parish Property and ultimately intersected with Saxer Avenue. The portion of South Rolling Road which veers left into properties currently owned by the District and the Parish may not have been vacated, whereas the parties believe that the portion of South Rolling Road jogging right through the current Parish Property and intersecting Saxer Avenue has been vacated. The allegedly unvacated portion of South Rolling Road outlined in red on Exhibit "B" attached hereto (the "Unvacated Portion of South Rolling Road") is currently utilized as an access driveway by the Parish to its property and is often referred to as "Murphy Drive". The District hereby agrees that the redesigned eastern most access point on South Rolling Road, if approved by the Township, will eliminate the need for any District usage of the Unvacated Portion of South Rolling Road which currently provides access to the Parish Property. The District will seek approval from the Township for an access to and from South Rolling Road which will be located generally to the west of the access currently used by the Parish to and from South Rolling Road to its parking lot, substantially as depicted on the Overall Site Plan, and upon receipt of the Approvals, including approval of said access, and commencement of construction of the Project, including any site preparation work, will waive, abandon and relinquish any right to use the Unvacated Portion of South Rolling Road.

3. The Parish will request that the Township agree to the vacation of the Unvacated Portion of South Rolling Road which the Parish refers to as Murphy Drive and which the Parish uses to access its parking lot from South Rolling Road. The District will provide a legal description for the Unvacated Portion of South Rolling Road. The District will not oppose the Parish's request and if said vacation is approved by the Township, the District agrees to abandon any and all rights, title, easements and interest and use in, to and over the property which was the Unvacated Portion of South Rolling Road (the "Vacated Property"), and upon receipt of the Approvals, commencement of construction of the Project including site preparation work and receipt of a Quit Claim Deed from the Township for the portion of the Vacated Property reverting to the District as an abutting property owner as a result of the vacation, will convey to the Parish, by Quit Claim Deed, all of its right, title and interest to said portion of the Vacated Property. The District's Quit Claim Deed shall further confirm that the District has waived, abandoned and relinquished any residual private easements over all portions of the Vacated Property.

4. Concurrently with the commencement of any demolition, grading, excavation or construction of the Project, the District shall install an eight (8) foot high construction fence lined with green windscreen and sound blankets (the "Temporary Construction Fence") along the full length of common property line of the District and the Parish. The District shall maintain the Temporary Construction Fence in good and operational condition at least until commencement of construction of the berm described below, at which time the Temporary Construction Fence may be removed.

5. The District shall maintain the setback distances shown on the Overall Site Plan between the eastern side of its New High School Building and the common boundary line with the Parish Property (i.e. approximately 140 foot setback for approximately 410 feet of the said common boundary line and approximately 83.9 feet for a portion of the common boundary line nearer to South Rolling Road, which extends for approximately 147.50 feet). The area outlined in red on the Overall Site Plan located between a portion of the eastern curb of the of the proposed new easternmost Rolling Road access and the Parish Property shall remain in "green", grassy condition and shall constitute a green "buffer" strip measuring approximately eighty feet (80') wide from curb to the Parish Property (hereafter "Buffer Strip"). The District agrees not to erect or install any permanent structures other than fencing, retaining walls, trees, shrubs, ornamental walls, art, sculpture or similar items or any temporary structures exceeding one (1) story in height within the Buffer Strip. The District agrees to install a berm along the boundary of the High School Property with the Parish Property within a portion of the Buffer Strip with trees and shrubs and grass planted on top, substantially as depicted on the plan attached hereto as Exhibit "C", as said plan may be revised during the land development review process based on input from the Township (the "Berm"). Provided, however, that the Parish shall receive notice of any such deviation relating to the Berm and planting specified herein and shall have the right to provide input in such matters with the Township. If necessary, the District and its contractors shall be permitted to come onto the Parish Property up to a maximum of five (5) feet from the common boundary line between the High School Property and the Parish Property to complete grading of the Berm along said common property boundary and/or to replace

the existing chain link fence along the common property boundary with a new fence. In doing so, the District will make reasonable efforts to minimize potential damage to existing trees on the Parish Property within said five (5) foot area, however, the District cannot and does not guarantee that there will be no long term damage to said trees as a result of construction of the Berm requested by the Parish. Grass shall be planted on the remainder of the Buffer Strip. Nothing herein shall be deemed to prohibit the District from using the portion of the Buffer Strip to the west of the proposed Berm retaining wall, for purposes of overflow parking for high school special events such as Graduation, football games, Celebration of the Arts event, etc., provided that the District uses and maintains sufficient geotechnical stabilization and support measures to protect the stability, and grassy nature, of the Buffer Strip or from the District using said portion of the Buffer Strip for other District student activities except for those specifically prohibited herein. The District shall be responsible for grass cutting and maintenance of the entire Buffer Strip, including the Berm and plantings thereon, and shall make repairs to the Berm and maintain and replace plantings as needed.

6. During construction of the Project, no construction activities shall take place: (1) after 3:30 p.m. on Saturday and (2) on Sundays.

7. Access to the proposed parking lot at or near the intersection of West Leamy Avenue and South Rolling Road, between the bus operations parking lot and the Stadium, will be controlled by closing the gate to the South Rolling Road access (the second access to the High School Property on South Rolling Road heading east from West Leamy Avenue) during school days for approximately one (1) hour in the morning and one (1) hour in the afternoon to coincide with the peak drop off and pick up

times. At all other times, access to this lot will be available via both West Leamy Avenue and South Rolling Road. A queuing line shall also be provided within said parking lot so that drop-offs may be made from the West Leamy Avenue access and drive. The bus operations building and parking lot at the corner of West Leamy Avenue and South Rolling Road ("Bus Operations Area") shall be for bus and bus driver parking, staging and maintenance of buses and administration of the District's transportation program ("Bus Operations") only during the regular School Day, at which time said Bus Operations Area shall be limited to Bus Operations and access to the Bus Operations Area from the main interior drive from West Leamy Avenue shall be gated to as to allow passage only by buses and Bus Operations personnel and their vehicles. During the regular School Day, Student drivers and other drivers making student drop-off and pick-up shall not be permitted to use the Bus Operations Area access points which otherwise would allow entry and departure from South Rolling Road. In the event that the District, in the future, shall relocate its Bus Operations from the High School Property then, and in such an event, the District shall be at liberty to convert the Bus Operations Area to parking for students, employees, staff and/or visitors, provided, however, the current bus access to and from South Rolling Road shall be gated for one (1) hour during the time for student arrivals and one (1) hour for student departures during the School week. Further, student or visitor parking shall be permitted in the Bus Operations Area during special events at times when the buses have been moved off site temporarily for said special events.

Student parking during the regular School Day shall be in the parking spaces provided and shown on the Overall Site Plan as being angle parking along West Leamy

Avenue and in that parking lot fronting on South Rolling Road between the Bus Operations Area and the new proposed stadium, as depicted and shown on the Overall Site Plan. Staff and/or visitors may also park in these areas.

The District shall discourage its students from parking on public streets except for Leamy Avenue during the regular School Day.

8. The Bus Operations Area at the intersection of West Leamy Avenue and South Rolling Road will be fenced and gated to limit access to this area to Bus Operations, so long as Bus Operations remain at the High School Property, except as otherwise provided herein.

9. Any District mechanical equipment on the roof of the High School or on the ground of the High School Property shall be shielded from view from the Parish Property.

10. Except as otherwise provided herein, the parking spaces shown on the Overall Site Plan to the east of the New High School Building and to the side of the New High School Building along South Rolling Road, together with the parking lots/spaces across from the northwest corner of the New High School Building, shall be utilized, during the regular School Day, by District staff, employees and visitors. After the regular School Day, these parking spaces may be made available to accommodate parking needs for students participating in extracurricular activities, visitors or anyone else authorized to use the High School Property.

11. The District shall not conduct band rehearsals or concerts, and shall not install, use or otherwise implement, or permit the implementation of any loud speaker system or any other sound enhancing equipment in the setback area between

the east side of the New High School Building and the common boundary line with the Parish Property.

12. The woodworking shop, or any mechanical facility accessory to the woodworking shop, in the New High School Building shall not be located on the east side of said building facing the Parish Property. The District has represented that the woodworking shop will be located on the northwest corner of the New High School Building facing the new proposed stadium shown on the Overall Site Plan.