

## **SETTLEMENT AGREEMENT**

This **SETTLEMENT AGREEMENT** (this “Settlement Agreement”) is made and entered into this \_\_\_\_ day of October, 2019, by and between **EMBREEVILLE REDEVELOPMENT, LP**, a Pennsylvania limited partnership (“Embreeville”), **WEST BRADFORD TOWNSHIP**, a political subdivision of the Commonwealth of Pennsylvania, through its Board of Supervisors (the “Township” and, sometimes collectively with Embreeville, the “Parties”), and **THE ZONING HEARNIG BOARD OF WEST BRADFORD TOWNSHIP** (the “Zoning Hearing Board”).

### **RECITALS**

**WHEREAS**, Embreeville is the owner in fee of real estate located at 1818 West Strasburg Road and known as Tax Map Parcel No. 50-8-9, containing approximately 202 acres, which is the site of the former Embreeville Center (previously known as the Embreeville State Hospital) which was owned and operated by the Commonwealth of Pennsylvania (the “Embreeville Property”); and

**WHEREAS**, Embreeville is the equitable owner of that certain parcel located adjacent to the Embreeville Property, having an address at 1750 West Strasburg Road, and known as Chester County Tax Parcel UPI No. 50-8-9.4 (the “SPCA Parcel”); and

**WHEREAS**, in mid to late 2013, Embreeville presented to the Township its land use concept plans for the redevelopment of the Embreeville Center, in conjunction with the SPCA parcel; and

**WHEREAS**, on December 10, 2013, the Township adopted Ordinance 2013-06 in an effort to cure the perceived validity of the Township Zoning Ordinance (the “Zoning Ordinance”); and

**WHEREAS**, Embreeville appealed to the trial court, challenging the procedural validity of Ordinance 2013-06. On March 2, 2016, the Commonwealth Court found that Ordinance 2013-06 was void ab initio; and

**WHEREAS**, on March 13, 2014, Embreeville filed its written application with the Zoning Hearing Board pursuant to Sections 609.1 and 916.1(1) of the Municipalities Planning Code (“MPC”), 53 P.S. §§10101 *et seq.* (the “Validity Challenge”); and

**WHEREAS**, the Zoning Hearing Board conducted a Hearing on the Validity Challenge over the course of eighteen (18) sessions (the “Hearing”); and

**WHEREAS**, following the Hearing, the Zoning Hearing Board issued its Decision and Order pursuant to which the Zoning Hearing Board denied the Validity Challenge (the “Validity Challenge Denial”); and

**WHEREAS**, on May 3, 2018, Embreeville lodged with the Court of Common Pleas of Chester County (the “Court of Common Pleas”) Embreeville’s appeal of the Validity Challenge Denial, which such appeal is docketed as Civil Action No. 2018-04374-ZB (the “Validity Challenge Appeal”); and

**WHEREAS**, on April 25, 2019, Embreeville filed an additional application with the Zoning Hearing Board pursuant to Section 910.2 of the MPC, 53 P.S. § 10910.2 (the “Validity Variance Case”) and

**WHEREAS**, without prejudice to their respective litigation positions, and given the uncertainty and cost of continuing litigation, Embreeville and the Township entered upon discussions to resolve the disputed issues between them and resolve all pending litigation and appeals including, without limitation, the Validity Challenge Appeal and the Validity Variance

Case, and have agreed to terms to resolve their disputes, which such terms are now memorialized in this Settlement Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth in this Settlement Agreement and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Embreeville and the Township agree as follows:

1. Incorporation of Recitals. The background set forth in the Recital Section of this Settlement Agreement is incorporated herein as if here set forth in its entirety.

2. Incorporation of Exhibits. All Exhibits attached to this Settlement Agreement are incorporated herein by reference and made a part hereof.

3. Settlement.

A. Termination of Disputes. Within five (5) Business Days (as hereinafter defined) following full execution of this Settlement Agreement by each of Embreeville and the Township, (i) they shall jointly file with the Court of Common Pleas for its approval the Joint Motion for Entry of Stipulated Order and proposed Order in form and substance set forth on Exhibit A attached hereto (the “Joint Motion”) and seeking the Court’s adoption of the Settlement Agreement as an Order of the Court of Common Pleas (the “Stipulated Order”). Upon the Court of Common Pleas’ issuance of the Stipulated Order, Embreeville shall be deemed for all intents and purposes to have withdrawn and terminated the Validity Variance with prejudice, subject to the Township’s satisfaction of the Funding Contingency (as hereinafter defined).

B. No Future Challenges to Validity of Zoning Ordinance. In furtherance, and not in limitation, of the rest and remainder of this Settlement Agreement, Embreeville, for itself and each of its constituent partners and anyone claiming by, through, under, or pursuant to it, them,

or any of them, shall not lodge, prosecute, advance, or maintain (whether judicially, administratively, or otherwise) any appeal or other challenge to or with regard to the substantive or procedural validity of the Zoning Ordinance or any other Township Ordinance related to land use or land development (whether as in-force as of the date of this Settlement Agreement or as hereafter amended), or any portion thereof, or otherwise provide any support (whether financial, legal, logistical, or otherwise) to, for, or with regard to any such appeal or other legal challenge provided, however, that the foregoing is not intended, and shall not be construed, to prevent Embreeville from (i) seeking enforcement of this Settlement Agreement in the Court of Common Pleas or (ii) seeking variance relief, or special exception approval, or conditional use approval with regard to any project other than at the SPCA Parcel Development (as hereinafter defined) or the Remainder Property, so long as such relief is not related in any manner or form to fair share principals or a procedural appeal related to any ordinance enactment aimed to correct fair share deficiencies whether perceived, alleged, actual, or otherwise. By way of clarification, and not amplification, of the foregoing, nothing set forth in this Section 3. of this Settlement Agreement shall be deemed to prevent Embreeville, for itself and each of its constituent partners and anyone claiming by, through, under, or pursuant to it, them, or any of them from seeking variance, special exception, conditional use, or related relief in connection with a project at a property other than the Embreeville Property or the SPCA Parcel or the Remainder Property. In the event that Embreeville shall desire relief in the nature of a variance with regard to the SPCA Parcel or the Remainder Property and the Township is willing to consent to such relief (which such relief the Township may withhold in its sole and absolute discretion for any reason or for no reason whatsoever), the Parties shall jointly petition the Court of Common Pleas to approve an amendment of this Settlement Agreement to reflect such relief.

C. Development of SPCA Parcel. The Township acknowledges and agrees that Embreeville is and shall be entitled to develop the SPCA Parcel with not more than thirty-three (33) single-family detached dwelling units together with associated improvements in a manner in keeping with that certain residential development located within the jurisdictional limits of the Township and known as “Tattersall,” and as more fully depicted on the plan entitled *Settlement Plan SPCA Parcel* attached hereto as **Exhibit B** (the “Concept Plan”), all in compliance with applicable law including, without limitation, all applicable Township ordinances (excepting only the Approved Deviations (as hereinafter defined) and, as applicable, the Additional Deviations (as hereinafter defined) as may be granted pursuant to the standards set forth in this Settlement Agreement) (the “SPCA Parcel Development”). In furtherance, and not in limitation, of the foregoing, submission and consideration of the SPCA Parcel Development shall proceed as follows.

i. Sanitary Sewer. The Township shall reserve for use at the SPCA Parcel Development (and only at the SPCA Parcel Development) not more than thirty-three (33) sanitary sewer Equivalent Dwelling Units (EDU’s) to permit the conveyance to, and treatment and disposal at, the Strasburg Corridor Wastewater Treatment Plant of sanitary sewage effluent generated from the SPCA Parcel Development (the “Reserved Sewer Capacity”). Notwithstanding anything to the contrary set forth in this Settlement Agreement or elsewhere, such reservation of capacity shall not require any payment by Embreeville (or its assigns to a home building company) to the Township of a tapping fee for the Reserved Sewer Capacity provided, however, that the foregoing shall not relieve Embreeville of any obligation for the payment of sewer-related fees other than a tapping fee. The foregoing reservation of the Reserved Sewer Capacity shall be limited to a period of twelve (12) years from the date of this Settlement Agreement (the “Reservation”).

Period”) provided, however, that the Reservation Period may be extended upon agreement by the Parties based on the progress of the SPCA Parcel Development, which such agreement shall not be unreasonably withheld. The Parties express their collective intent that it shall not be unreasonable for the Township (or its successors or assigns) to withhold consent to such extension if the Township (or its successors or assigns) shall require any then unused portion of the Reserved Sewer Capacity to service properties other than the SPCA Parcel, or any portion thereof. Nothing set forth in this Settlement Agreement, or elsewhere, shall be construed to permit the use by Embreeville (or its assigns (for example, to a home building company)) of any part of the Reserved Capacity at any property other than the SPCA Parcel or for any development other than the SPCA Parcel Development. Excepting only an entity to which Embreeville may assign all or part of its rights under this Section 3.C. of this Settlement Agreement (and which assignee will actually implement the SPCA Parcel Development), neither Embreeville nor its successors or assigns shall have any right or ability to transfer any portion of the Reserved Sewer Capacity to any other individual or entity or property whatsoever.

ii. Easement. On and subject to terms, conditions, and provisions which shall be negotiated between the Township and Embreeville, the Township shall grant to Embreeville a non-exclusive easement on, through, and over that portion of the Acquisition Property (as hereinafter defined) as for the sole and limited purpose of allowing the discharge of stormwater from the SPCA Parcel Development to a receiving watercourse or for the design, construction, installation, maintenance and repair of permanent stormwater management facilities for the SPCA Development Parcel (collectively, the “SPCA Development Stormwater Facilities”), all as more fully depicted and described on **Exhibit C** attached hereto, which such easements shall include, inter alia, terms, conditions, and provisions acceptable to the Township (in its sole and

absolute discretion) pursuant to which the Township shall be protected in perpetuity against any cost, claim, demand, damage, judgment, fee, expense, fine, penalty, or fine arising out of or in any manner or form whatsoever related to the SPCA Development Stormwater Facilities.

iii. Approval of Deviations from Ordinances. The Township and Embreeville acknowledge their collective intention that (a) pursuant to the Joint Motion, they shall request that the Court of Common Pleas' approval of the Stipulated Order shall, and for all intents and purposes whatsoever shall be deemed to, include the granting of judicial approval for the deviations from Township Ordinances as more fully identified on **Exhibit D** attached hereto (the "Approved Deviations") and (b) such judicial approval is pursuant to, and in accordance with, the full power and authority of the Court of Common Pleas including, but not limited to, Judicial Relief under 1006-A of the Pennsylvania Municipalities Planning Code, 53 P.S. § 11006-A. As to any deviations from Township Ordinances other than the Approved Deviations which Embreeville may request in order to effectuate the Concept Plan (each, an "Additional Deviation" and, collectively, the "Additional Deviations"), the Township shall review such request(s) in good faith and with the advice and recommendations of the Township Engineer, whose reviews shall be conducted with the goals of implementing (x) the successful demolition of buildings and abatement of environmental contamination at the Embreeville Property (as more fully set forth in the Terms of Acquisition attached hereto as **Exhibit E**), (y) the Township's ownership and control of the Acquisition Property, and (z) the SPCA Parcel Development (collectively, the "Goals of Settlement"). In the event that there shall be any dispute between the Township and Embreeville with regard to the granting or denial of any Additional Deviations, the Parties shall submit such dispute for resolution to the Court of Common Pleas, which such resolution shall be based upon a consideration of whether the Additional Deviations may, if granted, create any condition which

would likely cause significant harm to the public health, safety, or welfare, in which case the Additional Deviations, as applicable, shall be denied.

iv. Submission and Review of Plans. Except as expressly set forth in this Settlement Agreement to the contrary, Embreeville's submission, and the Township's review and action upon, subdivision and land development plans for the SPCA Parcel Development shall proceed in the manner set forth in Article V of the MPC, 53 P.S. § 10501 *et seq.*, and in the Township Subdivision and Land Development Ordinance (the "SLDO").

a. Submission. Within 120 calendar days following the execution of this Settlement Agreement by each of the Township and Embreeville, Embreeville shall file with the Township fully engineered Preliminary/Final Subdivision and Land Development Plans of the SPCA Parcel Development, reports as are routinely submitted as part of applications for subdivision and land development approval in the Township (including, without limitation, stormwater management reports), studies (including, without limitation, a traffic impact analysis report for the purpose of determining the amount of the Traffic Impact Fee to be paid (and any on-site roadway improvements required) with regard to the SPCA Parcel Development), and data consistent in every manner and form with this Settlement Agreement, the Concept Plan and applicable Township ordinances (collectively, the "Settlement Plan"). The Settlement Plan shall be accompanied by all fees, escrow funds, or other documents or materials which, pursuant to the SLDO, are normally and customarily required to be submitted with any application for preliminary or final land development approval of the scope and nature of the Settlement Plan.

b. Review. The Township Engineer (with input from the Township Traffic Engineer and any other Professional Consultant (as that term is defined at Section 107 of the MPC, 53 P.S. § 10107) with which the Township Engineer shall elect to consult) shall



complete his reviews of the Settlement Plan in the manner and form customary for the review of subdivision and land development applications in the Township and in a manner consistent with this Settlement Agreement, and shall issue his review letters (collectively, the “Settlement Plan Reviews”) to Embreeville and the Township within sixty (60) calendar days of the Township’s receipt of the Settlement Plan.

c. Resubmission; Additional Deviations. Embreeville shall address the comments in the Settlement Plan Reviews through the submission of a revised Settlement Plan (the “Revised Settlement Plan”), making such revisions or requesting any Additional Deviations as are necessary for the same, and shall file the Revised Settlement Plan and its request for such Additional Deviations, as necessary, with the Township within sixty (60) calendar days after receipt of the Settlement Plan Reviews. In the event that Embreeville shall request Additional Deviations in addition to the Approved Deviations (whether pursuant to Section 512.1 of the MPC, 53 P.S. § 10512.1, or the SLDO, or otherwise), Embreeville shall, simultaneously with its submission of the Settlement Plan (or, as applicable, revisions thereto), submit to the Township a list of such Additional Deviations together with the explanation for the same, which such requests shall be administered pursuant to this Settlement Agreement and specifically in accordance with the standard set forth above in Section 3.C.iii. of this Settlement Agreement. Furthermore, approval of the Settlement Plan (or, as applicable, the Revised Settlement Plan) shall be subject to such conditions as are normally imposed by the Township on applications for residential subdivisions and land developments of the type and nature of the Settlement Plan (or, as applicable, the Revised Settlement Plan), including, by way of example, posting financial security, the execution of a development agreement, payment of all then-outstanding Township fees, the satisfaction of comments in the Settlement Plan Reviews, and

obtaining all necessary permits and approvals from any governmental or quasi-governmental entity having jurisdiction over the SPCA Parcel Development.

d. Execution and Recordation. Within thirty (30) days of receipt by the Township of Settlement Plan Reviews pursuant to which the Township Engineer (with input from the Township Traffic Engineer and any other Professional Consultant (as that term is defined at Section 107 of the MPC, 53 P.S. § 10107) with which the Township Engineer shall elect to consult) shall confirm that the Settlement Plan (or, as applicable, the Revised Settlement Plan) is in form and substance consistent with this Settlement Agreement, the Concept Plan and applicable Township ordinance (as modified by the terms of this Settlement Agreement and the Stipulated Order), the Township Manager shall confirm the same to Embreeville and, at the next regularly scheduled meeting of the Board of Supervisors, the Board of Supervisors shall approve the Settlement Plan (or, as applicable, the Revised Settlement Agreement) by Resolution. If the Township Engineer (with input from the Township Traffic Engineer and any other Professional Consultant (as that term is defined at Section 107 of the MPC, 53 P.S. § 10107) with which the Township Engineer shall elect to consult) is unable to provide such confirmation within such thirty (30)-day period, the Township and Embreeville will work cooperatively and in good faith on mutually acceptable plan revisions, which shall be completed and approved by both Parties not later than sixty (60)-days following the expiration of the aforesaid thirty (30)-day engineer review period. If the Township and Embreeville are unable to agree upon revisions to the Settlement Plan within such sixty (60)-day period, they shall cooperatively submit the issue (or issues) then in dispute to the Court of Common Pleas for final resolution.

4. Relinquishment of NPDES Permit. The Township acknowledges that the Acquisition Property does not include that certain Wastewater Treatment Plant with Stream

Discharge Permit (NPDES Permit No. PA0029912) for the Embreeville Property (the “NPDES Permit”) located at that certain parcel known as Tax Map Parcel No. 49-2-75.1. Within ten (10) Business Days following the full execution of this Settlement Agreement by each of the Township and Embreeville (but, in any event, prior to (and as a condition precedent to) Embreeville’s entitlement to the Initial Deposit Distribution (as that term is defined in Exhibit E attached hereto), Embreeville shall execute and deliver to the Escrow Agent (as that term is defined in Exhibit E attached hereto) all documents necessary (as to be reviewed and approved by the Township Solicitor) for the abandonment, termination, and cancellation of the NPDES Permit, with prejudice (the “Approved NPDES Permit Termination Documents”). The Escrow Agent shall hold the Approved NPDES Permit Termination Documents and file the same with the Department of Environmental Protection (and, if necessary, the Chester County Health Department) immediately upon notice from the Township (with a copy to Embreeville) that the following two (2) events shall have occurred: (a) approval by the Board of Supervisors of the Settlement Plan (or, as applicable, the Revised Settlement Plan) pursuant to Section 3.C.iv.d. of this Settlement Agreement and without the need for any further action or approval by Embreeville whatsoever and (b) expiration of the statutory appeal period with regard to such approval (subject only to *nunc pro tunc* appeals) such that approval is unappealed from and unappealable. The Township recognizes that Embreeville is hereby relinquishing all of its rights in the NPDES Permit, and shall decommission the wastewater treatment plant for which the NPDES Permit was issued) without any consideration being paid to Embreeville hereunder or otherwise.

5. Conveyance of Portion of Embreeville Property. In furtherance, and not in limitation, of Section 3. of this Settlement Agreement and Section 4. of this Settlement Agreement, and on and subject to the terms and conditions set forth on Exhibit E attached hereto (the “Terms

of Acquisition”), Embreeville shall sell and convey to the Township, and the Township shall purchase and acquire from Embreeville that certain portion of the Embreeville Property as more fully described therein (the “Acquisition Property”), it being the express intent of the Parties (and it is hereby agreed by them) that the Terms of Acquisition shall be enforceable by the Court of Common Pleas in the manner as set forth in the Joint Motion (and to be set forth in the Stipulated Order). Within 120 days of the satisfaction of the Funding Contingency, the Township (using an engineering firm retained and compensated by Embreeville but contracted for such purpose to the Township) shall submit a subdivision plan pursuant to the MPC and the SLDO (the review and approval of which shall proceed in the manner set forth at Section 3. of this Agreement) in order to create the Acquisition Property and the rest and remainder of the Embreeville Property (including without limitation, the Remainder Property (as hereinafter defined)) as separate lots.

6. Subdivision of Remainder Portion of Embreeville Property. Each of the Township and Embreeville acknowledges that the Acquisition Property must be subdivided from the rest and remainder of the Embreeville Property in order to permit that portion of the Embreeville Property measuring approximately five and one-half (5½) acres which Embreeville shall retain (as more fully depicted on **Exhibit F**, attached hereto, the “Remainder Property”) to be created as a single and separate parcel. The procedure for review and approval of such subdivision shall be the same as set forth at Section 3. of this Settlement Agreement.

A. Development Restrictions. The future development of the Remainder Property shall be subject to (i) a maximum impervious coverage limitation of fifty percent (50%) of the Net Lot Area (as that term is defined in the Zoning Ordinance) of the Remainder Property and (ii) a Declaration of Restrictions to be entered into by and between the Township and Embreeville pursuant to which, in addition to such other terms as the Parties may negotiate, the

use of the Remainder Parcel shall be limited to those permitted in the Institutional/Mixed Use Zoning District as set forth in the Zoning Ordinance and the specific uses as set forth on Exhibit G attached hereto provided, however, that no youth facility or penal institution shall be permitted.

B. Easements. As part of the transaction contemplated pursuant to the Terms of Acquisition, Embreeville and the Township shall reserve or, as applicable, grant unto the other, easements to secure and allow (i) Embreeville's right of vehicular access (to the Remainder Property over the Acquisition Property (including construction vehicles as may be temporarily necessary from time-to-time to facilitate redevelopment of the Remainder Property) and (ii) the Township's right of vehicular access to Pennsylvania Route 162 over that certain property known as Tax Map Parcel No. 49-2-54 (including construction vehicles as may be temporarily necessary from time-to-time to facilitate development at the Acquisition Property), both as shown in concept on Exhibit H attached hereto.

7. Remedies in Event Township Unable to Fund Acquisition. Each of the Township and Embreeville acknowledges that the Township's ability to fund the acquisition of the Acquisition Property is contingent upon the Township's ability to marshal funds from various revenue streams including, without limitation, the sale of municipal bonds in an amount and at a market rate of interest acceptable to the Township (the "Municipal Bonds") and the use of funds previously committed for open space or sanitary sewer purposes, respectively (the "Funding Contingency"). The Township represents to Embreeville that the Township does not have any actual knowledge (which is defined to mean the contemporaneous knowledge of any present Member of the Board of Supervisors) of any fact or circumstance which would cause the Board of Supervisors to conclude that there exists any legal impediment to the satisfaction of the Funding Contingency. Notwithstanding anything to the contrary set forth in this Settlement Agreement or

elsewhere, however, in the event that the Funding Contingency is unable to be satisfied then this Settlement Agreement shall be, and for all intents and purposes shall be deemed to be, rendered null and void *ab initio* and of no further legal or factual effect whatsoever (except as with regard to the Township's remedies to recover the Initial Deposit Distribution, as set forth in and pursuant to the Terms of Acquisition) and the Parties shall be returned to their legal positions as the same shall exist immediately prior to the full execution and delivery of this Settlement Agreement as if this Settlement Agreement shall never have existed at all, following which the Court of Common Pleas shall render a decision on the Validity Challenge Appeal and Embreeville may resume and pursue any other claim (including the Validity Variance Case), at its sole discretion.

8. Full and Final Resolution; Intention to Prevent Litigation; No Admission. This Settlement Agreement is intended to be, and shall be construed as, a full and final resolution of any and all matters whatsoever arising directly or indirectly out of, related in any manner or form whatsoever to, or connected in any way with, the Validity Challenge Appeal, the Validity Variance Case, and any appeals and pending zoning applications identified in this Settlement Agreement and/or any claim, averment, argument, or legal theory which was, or could have been, raised in it, them, or any of them, or otherwise with regard to the substantive or procedural validity of the Zoning Ordinance. This Settlement Agreement is a compromise of disputed litigation, claims, demands, and disagreements between the Parties as respects the subject matter of this Settlement Agreement, and nothing set forth in this Settlement Agreement is, or shall be construed as, an admission of liability or any act of wrongdoing by either Embreeville or the Township or either of them, each of them stating affirmatively its respective (and their collective) intent to resolve their differences and to avoid further litigation.

9. Authority to Execute Agreement. The persons executing this Settlement Agreement on behalf of each of the Parties represent and warrant that they have full and complete authority to do so and to thereby fully and completely bind their principals to the terms and conditions of this Settlement Agreement, and that such execution was heretofore duly authorized by all requisite action of each of the Township and Embreeville, respectively.

10. Authority to Enter into Settlement Agreement. Embreeville and Township each represent and warrant to each other that each has the full right, title, interest and authority to enter into and to fully perform under this Settlement Agreement under applicable law and without any consent from any other entity. Embreeville and the Township expressly acknowledge and represent to each other that each is relying upon such representation and warranty and that, in the absence thereof, neither the Township nor Embreeville would have entered into this Settlement Agreement. Moreover, both Parties have determined that this Settlement Agreement is valid and enforceable in all respects.

11. Compliance with Sunshine Act. This Settlement Agreement, and all right, title and interest, duties, obligations and responsibilities of Embreeville and/or the Township under and pursuant to this Settlement Agreement, are and shall be contingent upon approval of this Settlement Agreement by the Board of Supervisors granted pursuant to a vote of the Board of Supervisors at a public meeting of that body held in compliance with the Pennsylvania Sunshine Act, 65 Pa.C.S.A. § 701 *et seq.*

12. No Third-Party Beneficiaries. This Settlement Agreement is intended to inure to the benefit of, and may be enforced only by, the Parties and their respective successors and assigns. There are no intended third-party beneficiaries of this Settlement Agreement. This Settlement

Agreement does not create any rights, claims or causes of action in any individual or entity other than Embreeville and the Township.

13. Notices. Each notice and communication given under, pursuant to, or with regard to this Settlement Agreement shall be in writing and shall be given by either certified or registered mail, return receipt requested, or overnight commercial courier guaranteeing next Business Day delivery with delivery confirmation (charges prepaid), to the following addresses:

if to Embreeville:

Embreeville Redevelopment, LP  
929 S. High Street  
Suite 111  
West Chester, Pennsylvania 19382  
Attn: William B. Myles, Authorized Member

with a required copy in all instances to:

MacElree Harvey, Ltd.  
17 West Miner Street  
Post Office Box No. 660  
West Chester, Pennsylvania 19380  
Attn: Brian L. Nagle, Esquire

if to the Township:

West Bradford Township  
Board of Supervisors  
1385 Campus Drive  
Downingtown, Pa. 19335  
Attn: Justin Yaich, Township Manager

with a required copy in all instances to:

Buckley, Brion, McGuire & Morris LLP  
118 West Market Street, Suite 300  
West Chester, Pennsylvania 19382  
Attn: Kristin S. Camp, Esquire  
Michael S. Gill, Esquire

if to the Zoning Hearing Board:



West Bradford Township  
Zoning Hearing Board  
1385 Campus Drive  
Downingtown, Pa. 19335  
Attn: Board Chairman

with a required copy in all instances to:

Lentz Cantor & Massey Ltd.  
460 East King Road  
Malvern, Pennsylvania 19355  
Attn: Sean O'Neill, Esquire

Notice by overnight nationally recognized courier guaranteeing next Business Day delivery with positive package tracking and delivery confirmation (*i.e.* Federal Express, UPS, *etc.*) shall be deemed to have been given and received on the following Business Day. Notice by certified or registered mail shall be deemed to have been given and received five (5) Business Days after the date first deposited in the United States Mail with proper postage prepaid. A party may change its address by giving written notice to the other party as specified herein. When used in this Settlement Agreement, the term "Business Day" does and shall mean any day other than a Saturday, Sunday or legal holiday in the Commonwealth of Pennsylvania.

14. Governing Law: Venue and Jurisdiction. This Settlement Agreement is and shall be governed under and pursuant to the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of laws. Exclusive initial venue and jurisdiction for the resolution of any disputes regarding this Settlement Agreement shall lay with and in the Court of Common Pleas of Chester County, Pennsylvania.

15. Binding Effect. Each of the Township and Embreeville has concluded that this Settlement Agreement, when entered as an Order of the Court of Common Pleas, is and shall be legally enforceable in accordance with its terms. This Settlement Agreement is binding upon and does and shall inure to the benefit of Embreeville and the Township and each of its and their

respective representatives, successors, mortgagees, assigns, guests or invitees and/or any individual or entity claiming by, through, under or in concert with it, them or any of them.

16. Severability. In the event that any term or provision set forth in this Settlement Agreement shall be finally determined by a court of competent jurisdiction to be illegal or invalid for any reason, such illegal or invalid term or provision shall be stricken from the Settlement Agreement as and if it shall never have existed at all provided, however, that such striking shall not impact the rest and remainder of this Settlement Agreement or the Parties' respective rights and obligations hereunder. In the event that any circumstance or challenge frustrates the Goals of Settlement, the Parties agree to make a good faith effort to revise this Settlement Agreement and the stipulated Order in an effort to, nevertheless, achieve the Goals of Settlement provided, however, that a failure to agree upon such revisions shall not, under any circumstances, work an abrogation of the rest and remainder of this Settlement Agreement or the Parties' respective rights and obligations hereunder.

17. Entire Agreement; No Amendment. This Settlement Agreement (together with all exhibits attached hereto which form a part of this Settlement Agreement) represents the entire agreement between the Parties with regard to the subject matter hereof and thereof, the terms of which shall be carried out in good faith by the Parties and may not be amended except in a writing executed by each of the Parties hereto or, as applicable, their respective representatives, successors or assigns.

18. Limited Purpose of Execution. The Zoning Hearing Board is executing this Settlement Agreement and joining the Joint Motion solely for the purpose of expressing its consent to the settlement of disputes on the terms, conditions, and provisions set forth herein and therein

and not for the purpose of expressing support for, or opposition to, such terms, conditions, and provisions.

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**IN WITNESS WHEREOF**, the Parties have signed this Settlement Agreement as of the day and year first written above.

WITNESS:

**WEST BRADFORD TOWNSHIP**

\_\_\_\_\_  
Justin Yaich,  
Township Manager

By: \_\_\_\_\_  
William R. Christman III, Chairman  
Board of Supervisors

WITNESS:

**WEST BRADFORD TOWNSHIP**

\_\_\_\_\_  
Justin Yaich,  
Township Manager

By: \_\_\_\_\_  
Laurie W. Abele, Member  
Board of Supervisors

WITNESS:

**WEST BRADFORD TOWNSHIP**

\_\_\_\_\_  
Justin Yaich,  
Township Manager

By: \_\_\_\_\_  
Jack M. Hines, Jr., Member  
Board of Supervisors

WITNESS

**EMBREEVILLE REDEVELOPMENT, LP**

\_\_\_\_\_  
Conrad E. Muhly III

By: \_\_\_\_\_  
William B. Myles,  
Authorized Member  
Embreeville Redevelopment GP, LLC  
it's General Partner

**ZONING HEARING BOARD OF  
THE TOWNSHIP OF WEST BRADFORD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman