

**AMENDMENT TO SETTLEMENT AGREEMENT FOR DEVELOPMENT OF NORTH
CORNWALL COMMONS**

NOW THIS AMENDMENT TO SETTLEMENT AGREEMENT FOR DEVELOPMENT OF NORTH CORNWALL COMMONS (the "Amendment"), dated this 19 day of NOVEMBER, 2019, is by and between NORTH CORNWALL TOWNSHIP, a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as the "**Township**",

AND

SPRINGWOOD DEVELOPMENT PARTNERS, LP, a Pennsylvania limited partnership, hereinafter referred to as "**Springwood**".

WITNESSETH:

WHEREAS, Springwood warrants that it is the legal or equitable owner of certain lands located in North Cornwall Township, Lebanon County, Pennsylvania, as more particularly defined and depicted as the "Western Site" and "Eastern Site" in a Settlement Agreement (the "**Settlement Agreement**"), dated as of April 20, 2010, between Springwood and the Board of Supervisors of the Township (the "**Property**");

WHEREAS, Springwood and the Township entered into the Settlement Agreement to resolve certain litigation and to establish the process for development of the Property;

WHEREAS, Springwood and the Township agreed to certain design standards for the development of the Property, which were attached and incorporated as Exhibit "B" to the Settlement Agreement (the "**Design Standards**");

WHEREAS, Springwood and the Township now desire to amend certain provisions of the Design Standards for the development of the Property.

NOW, THEREFORE, intending to be legally bound, the parties hereto do hereby promise, covenant and agree as follows:

1. Background. The background paragraphs recited above are hereby incorporated by reference as if fully set forth herein.

2. Revisions to Design Standards. The Design Standards attached and incorporated as Exhibit "B" to the Settlement Agreement hereby are amended as follows:

a. Article 3, Section 2, Subsection 19 shall be deleted and replaced in its entirety with the following:

19. Apartments and townhouses, so long as no more than eighty-five percent (85%) of the land area in the Commercial/Office Corridor is composed of apartments and/or townhouses. Townhouses shall comply with the standards set forth in Article 4, Section 3.

b. Article 3, Section 3, Subsection 8 shall be deleted and replaced in its entirety with the following:

8. Apartments and townhouses, so long as no more than eighty-five percent (85%) of the land area in the Office Corridor is composed of apartments and/or townhouses. Townhouses shall comply with the standards set forth in Article 4, Section 3.

The existing Subsection 8 shall be renumbered as Subsection 9.

c. Article 3, Section 5, Subsection 1 shall be deleted and replaced in its entirety with the following:

1. All buildings in the Commercial/Office Corridor (excluding buildings that are located along Eastern Street A with frontage on Cornwall Road) shall have a maximum of seventy percent (70%) of their front façade located at or within twenty feet (20') of the street right-of-way of Eastern Street A or Eastern Street B (as applicable).

d. Article 2, Section 6, Subsection 2 shall be deleted and replaced in its entirety with the following:

1. Maximum height of any building constructed shall be fifty (50) feet, except that the top of the parapet and non-habitable architectural features (e.g. tower features, clock towers, skylights, etc.) and appurtenances usually required to be placed above the roof level (e.g. antennas, ventilators, HVAC units, etc.) may be permitted up to a maximum height of sixty feet (60').

e. Article 3, Section 6 shall be deleted and replaced in its entirety with the following:

6. **BUILDING HEIGHT LIMITATIONS.**

1. Maximum height of any building constructed shall be fifty (50) feet, except that the top of the parapet and non-habitable architectural features (e.g. tower features, clock towers, skylights, etc.) and appurtenances usually required to be placed above the roof level (e.g. antennas, ventilators, HVAC units, etc.) may be permitted up to a maximum

height of sixty feet (60').

2. Off-street parking provided through the use of a parking garage shall be permitted so long as the parking garage does not exceed the height of the closest building that the parking garage is to serve and that the parking garage is setback no less than that required elsewhere in the Eastern Design Standards or a horizontal distance equal to its height from all adjoining lots that are not part of the Eastern Development and streets, whichever is the greater distance.

f. Article 4, Section 4, Subsection 1 is deleted and replaced in its entirety with the following:

1. Maximum height of any townhouse building constructed shall be fifty (50) feet, except that the top of the parapet and non-habitable architectural features (e.g. tower features, clock towers, skylights, etc.) and appurtenances usually required to be placed above the roof level (e.g. antennas, ventilators, HVAC units, etc.) may be permitted up to a maximum height of sixty feet (60').

g. Article 2, Section 12, Subsection 2 shall be amended to add the following sentence at the end:

"Acorn" street light fixtures supplied by Met-Ed, or some other supplier or public utility, as depicted on the photograph attached and incorporated as Exhibit "A" to the Design Standards, shall be acceptable lighting fixtures.

A copy of the cut sheet for the Met-Ed supplied "acorn" style light fixture is attached and incorporated as Exhibit "A" to this Amendment.

h. Article 3, Section 13, Subsection 2 shall be amended to add the following sentence at the end:

"Acorn" street light fixtures supplied by Met-Ed, or some other supplier or public utility, as depicted on the photograph attached and incorporated as Exhibit "A" to the Design Standards, shall be acceptable lighting fixtures.

A copy of the cut sheet for the Met-Ed supplied "acorn" style light fixture is attached and incorporated as Exhibit "A" to this Amendment.

i. Article 4, Section 11, Subsection 1 shall be amended to add the following sentence at the end:

"Acorn" street light fixtures supplied by Met-Ed, or some other supplier or

public utility, as depicted on the photograph attached and incorporated as Exhibit "A" to the Design Standards, shall be acceptable lighting fixtures.

A copy of the photograph for the Met-Ed supplied "acorn" style light fixture is attached and incorporated as Exhibit "A" to this Amendment.

- j. Article 3, Section 10, Subsection 1 shall be amended so that the Minimum Required Width of Sidewalk in the Commercial / Office Corridor shall be a minimum of five feet (5').

k. Article 3, Section 10, Subsection 5 shall be deleted and replaced in its entirety with the following:

- 5. All street-side sidewalks shall be a minimum of five feet (5') wide. Street-side sidewalks shall be clear of all pedestrian obstructions.

l. Article 2, Section 11 shall be deleted and replaced in its entirety with the following:

11. **SIGNAGE.**

All signs in the Western Development shall comply with the requirements and standard of North Cornwall Township Ordinance No. 296.

m. Article 3, Section 12 shall be deleted and replaced in its entirety with the following:

11. **SIGNAGE.**

All signs in the Eastern Development shall comply with the requirements and standard of North Cornwall Township Ordinance No. 296.

n. Article 4, Section 10 shall be deleted and replaced in its entirety with the following:

11. **SIGNAGE.**

All signs in the Residential Area shall comply with the requirements and standard of North Cornwall Township Ordinance No. 296.

o. Article 3, Section 15, Subsection 1 shall be amended to add the following language at the end:

Parking for apartment units shall be provided at a minimum of 1.29 spaces per apartment unit, in accordance with the suggested off-street parking rate for apartments set forth in the Institute of Transportation Engineers Parking Manual. Parking for townhouse units shall be provided at a minimum of two (2) spaces per unit.

3. Effect on Settlement Agreement. All other provisions of the Settlement Agreement and Design Standards shall remain in full force and effect.

4. Binding. This Amendment shall bind and extend to the benefit of the parties, their heirs, successors, grantees, and assigns. Landowner and any subsequent Landowner shall be jointly and severally liable for all obligations imposed by this Amendment.

5. Counterparts. This Amendment shall be executed in two (2) or more copies, each of which when executed by the parties shall be considered to be a duplicate copy.

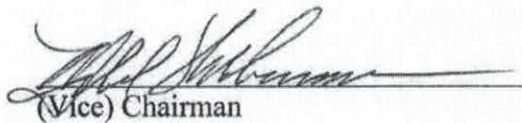
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WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed day and year first above written.

ATTEST:

TOWNSHIP:
NORTH CORNWALL TOWNSHIP
Lebanon County, Pennsylvania


(Assistant) Secretary


(Vice) Chairman

WITNESS/ATTEST:

LANDOWNER:
SPRINGWOOD DEVELOPMENT
PARTNERS, LP



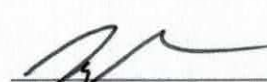

Name: Jonathan Byler
Title: Managing Partner

Exhibit "A"
Met-Ed Acorn Style Light Fixture Photograph