

COMPREHENSIVE SETTLEMENT AGREEMENT

Cornwall Borough

Sheridan Corporation

Haines and Kibblehouse, Inc.

Dated: April 12, 1999

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4-12-99

COMPREHENSIVE SETTLEMENT AGREEMENT

THIS COMPREHENSIVE SETTLEMENT AGREEMENT is made as of the 12th day of April, 1999 by and between **Cornwall Borough**, Lebanon County, Pennsylvania, a municipality duly organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office located at Cornwall Borough Hall, 36 Burd Coleman Road, Cornwall, Pennsylvania, 17016 (hereinafter referred to as "Cornwall"); and

Sheridan Corporation, a Pennsylvania corporation with a mailing address of 1212 West Maple Street, Lebanon, Pennsylvania, 17042 (hereinafter referred to as "Owner"); and

Haines and Kibblehouse, Inc., a Pennsylvania corporation whose principal office and place of business is located at 2052 Lucon Road, Skippack, Montgomery County, Pennsylvania, 19474 (hereinafter referred to as "Operator").

WITNESSETH

WHEREAS, Owner is the fee simple owner of 1,280.4 acres of real property located in Cornwall Borough, Lebanon County, Pennsylvania (hereinafter referred to as "the Property"); and

WHEREAS, Operator is a Pennsylvania corporation which is regularly engaged in the business of non-coal surface mining, concrete manufacturing, asphalt manufacturing, and related industries; and

WHEREAS, Owner and Cornwall are currently involved in various litigation pending in the Court of Common Pleas of Lebanon County, Pennsylvania and also pending before Cornwall Borough Council with respect to Owner's proposed use of the Property; and

WHEREAS, Owner and Cornwall wish to amicably resolve the litigation between Owner and Cornwall regarding the use of the Property and certain zoning matters relating to the Property and all parties wish to authorize Operator to make use of the Property in the manner described hereafter and subject to the conditions set forth herein; and

WHEREAS, the parties wish to minimize the potential for future litigation by agreeing to their respective rights and responsibilities as described in this document; and

WHEREAS, the parties hereto and certain citizens of Cornwall Borough ("Concerned Citizens") also wish to minimize the potential for litigation by incorporating herein an Agreement between the Operator and the Concerned Citizens, an executed copy of which is attached hereto and incorporated herein and identified as Exhibit "D".

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and promises hereinafter set forth and intending to be legally bound hereby, Cornwall, by its Borough Council, Owner and Operator agree as follows:

1. Purpose/Intent of the Parties.

- A. There currently exists on the Property in excess of 10 million tons of rock, slag, and/or other materials that were discarded and deposited into waste piles by Bethlehem Steel, the former owner of the Property. Said materials shall hereafter be referred to as the "Waste Materials." The Property is identified on a plan drawn by John Ross, P.E., which plan is attached hereto marked Exhibit "A" and incorporated by reference herein (herein the "Plan").
- B. Owner has agreed to lease certain portions of the Property to Operator in order to enable Operator to move the Waste Materials and to process the Waste Materials into usable, salable materials.
- C. The litigation identified in Paragraph 26 below (herein the "Pending Litigation") has arisen between Cornwall and Owner relating to Operator's proposed use of the Property under existing zoning regulations.
- D. The parties hereto have agreed to resolve all of the Pending Litigation and certain zoning matters related to the Property pursuant to the terms and conditions of this Agreement.

2. Location of Waste Materials/Pattern of Deposition.

- A. The Waste Materials are located on the parcels identified on the Plan as Parcel B, Parcel C, Parcel D, Parcel E, Parcel GL, the Big Hill Parcel (hereinafter identified as Parcel "A") and Parcel ET.

- B. On Parcels A, D and E, Waste Materials shall be disposed of utilizing a pattern which will allow to remain, for as long as possible, a "Berm" of Waste Materials located on the side closest to existing residential properties or parcels zoned for residential use. The purpose of said "Berms" will be to protect nearby residential properties by creating, to the extent possible, a visual and sound barrier to lessen the impact of the activities of those Parcels upon properties not owned or leased by Owner or Operator. Upon removal of the Berms, defined as removal of substantially all of the Waste Materials in the Berms, all operations on the above Parcels shall be completed within six (6) months, excepting the continued placement, operation and maintenance of conveyors, utilities, piping and/or fences.
- C. The locations of the "Berms" are as shown on the attached Plan.
- D. The "Berm" created herein shall be removed from Parcel D, only after all other "non-berm" Waste Materials located on the subject Parcel have been removed.
- E. The "Berm" created herein shall be removed from Parcel E, only after all other "non-berm" Waste Materials located on the subject Parcel has been removed.
- F. The "Berm" created herein shall be removed from Parcel A, only after all other "non-berm" Waste Materials located on the subject Parcel has been removed.

3. Location of Primary Processing Facility.

The Operator shall place upon Parcel B a primary processing facility which shall consist of a primary crusher, secondary crusher, tertiary crusher, if necessary, screening equipment, offices, concrete plant, and/or asphalt plant

and such accessory uses, structures and buildings, as are customarily incidental and subordinate to the principal use of Parcel B or buildings located on Parcel B.

4. Roads.

Owner and Operator agree that all Waste Materials will be brought to the processing site on Parcel B by conveyor. There will no movement of Waste Materials by truck over roads owned, at the time of this Agreement, by the Borough of Cornwall, except as hereafter provided. All materials and supplies other than Waste Materials brought to the processing site on Parcel B shall use only Major Roads as defined under the Zoning Ordinance, i.e., Route 72, Route 322, Route 419 or Boyd Street from Route 322 to approximately 300 feet south of Minersvillage. Owner and/or Operator may utilize Borough roads to transport equipment to Parcels A, B, C, D, E, GL and ET and to make local deliveries of stone processed on Parcel B to customers in Cornwall. Operator may receive local deliveries by fuel trucks and other vehicles except service repair vehicles, to any of Operator's sites utilizing Borough roads provided that such vehicles will not exceed 10,000 pounds gross vehicle weight. Service repair vehicles which exceed 10,000 pounds gross vehicle weight may utilize Borough roads for access to any of Operator's sites in order to service Operator's equipment.

5. Fences/Coverings.

- A. Operator shall have the option of fencing off the primary processing site in order to minimize unauthorized entry and to protect property or persons.
- B. Operator shall have the option of placing such fencing as Operator deems necessary to separate conveyors from public rights-of-way.
- C. Operator will place a covering over the conveyor which passes beneath Boyd Street for a distance of twenty (20) feet immediately adjacent to the point of ingress and egress of the conveyer under Boyd Street.

6. Hours of Operation.

- A. Hours of operation for Parcels A, B, and GL shall be from 6:00 a.m. to 10:00 p.m., Mondays through Fridays and from 6:00 a.m. to noon on Saturdays.
- B. Hours of operation of Parcel C, D and ET shall be from 7:00 a.m. to 5:00 p.m., Mondays through Fridays excepting dredging activity and loading and operation of conveyors on Parcels D and ET which shall be permitted from 6 a.m. to 10:00 p.m. Mondays through Fridays. Saturday hours shall be from 7:00 a.m. to noon, provided however that there shall be no Saturday hours for operation of the rock crushing equipment.
- C. Hours of operation on Parcel E including loading and operating of conveyors and operation of rock crushing equipment shall be from 7:00 a.m. to 5:00 p.m., Mondays through Fridays.
- D. Hours of operation on Parcels A, D and E during the removal of the Berms shall be from 8:00 a.m. to 4:00 p.m. Mondays through Fridays.

- E. There shall be no operations conducted on any Sunday, New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day or Christmas Day.
- F. In addition to and notwithstanding any other provisions of this Agreement, Operator shall have the right to operate only the asphalt plant between the hours of 10:00 p.m. and 6:00 a.m., for up to 150 days during any five (5) year period, not exceeding 50 days in any one calendar year, during the months of April through October. A daily log of hours shall be maintained by Operator and submitted to the Borough for reconciliation on a monthly basis.

7. Land Development Plan.

- A. Operator will file a Land Development Plan with the Borough indicating the placement of all buildings, structures, and equipment relative to the reduction/disposition of Waste Materials on Parcel B pursuant to the requirements of the Cornwall Subdivision and Land Development Ordinance (herein "Land Development Ordinance"). To the extent that the Land Development Ordinance contains land use regulations or other provisions which are inconsistent with the terms of this Agreement or the Zoning Ordinance Amendments adopted pursuant hereto, then this Agreement shall control and waivers from the inconsistent provisions of the Land Development Ordinance shall be granted by Cornwall. If said Land Development Plan complies with the terms of this Agreement, it shall be expeditiously approved.

- B. There shall be no requirement to file a land development plan with respect to removal, processing or transportation of Waste Materials on any of the lots other than Parcel B.
- C. There shall be no requirement to file a land development plan with respect to the location and relocation of movable equipment, movable structures and Waste Materials storage piles and related, non-permanent buildings on the Property or on the Parcel GL. Non-permanent buildings shall be defined as those buildings which remain in place for less than twelve (12) months.

8. Noise.

- A. Except as hereafter provided, operations on Parcels A, B, C, D, E, Parcel GL, and Parcel ET shall not create noise which will exceed seventy (70) decibels (A Scale) at property lines of properties not owned or leased by Owner or Operator which are now zoned for residential use or are to be rezoned to residential use pursuant to the Zoning Ordinance Amendments contemplated herein or which now are occupied with residences, except where the Property abuts Pennsylvania State Game Lands or where Operator obtains the written consent of affected abutting residentially zoned property, including any such properties separated from the Property by a public street.
- B. It is recognized that because of the proximity of the Waste Materials to property lines, opening of the sites and removal of the Berms may temporarily generate noise levels which exceed seventy (70) decibels (A Scale) at the property lines where such property lines are adjacent to properties not owned or leased by Owner and Operator. However, Operator agrees to take measures

to reduce noise emanating from the operations by berming, strategic placement of stock piles, manmade barriers including sound walls, and/or planting of a vegetative screen.

- C. The asphalt plant to be installed on Parcel B shall be equipped with a Houck "whisper" burner or its equivalent.
- D. Owner and Operator shall not oppose any ordinance which Cornwall may adopt which would prohibit the use of "jake" brakes by operators of trucks equipped with them on any Borough streets.
- E. Operator agrees that, regardless of any provision in the Cornwall Ordinance, state regulations or any contrary provision in this Comprehensive Settlement Agreement, Operator shall, between the hours of 8:00 p.m. and 6:00 a.m., limit the sound of its operations on Parcel B to 65 dB as measured at the closest existing residential property line adjacent to and to the South of U.S. Route 322.
- F. Sound testing shall be conducted relative to Parcel B on behalf of Cornwall only by Vibratech or Gannett-Fleming or a similar firm agreed to by Operator, with Operator paying the reasonable cost of such testing. Testing shall not occur more often than once per month during the first two years of operation and once each quarter thereafter, except that additional testing may occur upon receipt by Cornwall of a written, signed Complaint, with a copy of that Complaint having been promptly supplied to both Cornwall and Operator by Certified Mail, Return Receipt Requested. The goal of such testing will be to perform sound testing when the plant and all equipment at Parcel B is in

normal operation. To this end, the report of the testing shall contain a detailed description of all equipment that was in operation at the time the testing was conducted at Parcel B. Notwithstanding anything herein to the contrary, Cornwall shall have the right to conduct any testing it deems appropriate in connection with Operator's activities, provided however, that Operator by this Agreement does not waive any rights it has to challenge the accuracy of such testing.

9. Landscaping.

- A. As used herein, the term "Landscaping" shall mean the planting of Hemlock, Norway Spruce, White Spruce, White Pine, Douglas Fir or other similar evergreens on ten (10) foot spacings at least two rows deep in the area depicted on the attached Plan. Landscape planting shall be at least six (6) feet in height at the time of original planting and planting rows shall be staggered to increase the efficacy of the Landscaping as a vegetative screen. So long as removal or processing activity continues at a Parcel, dead or diseased trees shall be replaced during the next growing season after discovery.
- B. Operator shall Landscape the western side of Parcel D which is most proximate to Burd Coleman Village as depicted on the Plan attached hereto.
- C. Operator shall Landscape the northern edge of the lake property (Parcel E) as depicted on the Plan attached hereto.
- D. Operator shall Landscape Parcel A as depicted on the Plan attached hereto.
- E. Operator shall Landscape Parcel B on the side which fronts Boyd Street as depicted on the Plan attached hereto.

F. Additionally, Operator agrees that, with respect to Parcel B, Owner and Operator shall not timber Parcel B for a distance of five hundred (500) feet from the right-of-way of U.S. Route 322 and a distance of one hundred (100) feet from the right-of-way of Boyd Street except as necessary to allow Operator to install utility lines limited to electric, water, sewer, gas and telephone as provided for in Paragraph 10 below. Any timber removal along Boyd Street shall be limited to the minimum necessary to remove Waste Materials and to provide for utility access as set forth herein and in Paragraph 10 below, and to provide for the plant access road onto Boyd Street which access road shall be at 90 degrees to the main axis of the buffer yard.

10. Conservation Easement.

Owner and Operator agree to execute and record in the Office of the Recorder of Deeds in and for Lebanon County, Pennsylvania a conservation easement on a strip of land five hundred (500) feet in depth and along and parallel to the boundary of the Property which abuts U.S. Route 322 in accordance with Paragraph 9(F) above, to provide for an easement for the duration of Owner or Operator's operations for stone crushing, stone removal and operation of an asphalt plant and concrete plant as contemplated by this Agreement, to run with the land, for the benefit of Cornwall which will preserve this area as open space. The five hundred (500) feet easement depth shall be measured from and perpendicular to the right-of-way of U.S. Route 322 north in the direction of Minersville. The terms of the conservation easement shall preclude any harvesting of timber or disturbance of the forest other than removal of

damaged or diseased trees pursuant to sound silvicultural practices. In addition, no roadways may be built, and no mining, excavation or topographical disturbance and or grading may occur in the protected area. Operator shall be permitted to disturb the grade and/or remove trees to the minimum extent necessary in order to install utility lines, limited to electric, water, sewer, gas and telephone, along the perimeter of Parcel B which abuts U.S. Route 322 and Boyd Street and through the Conservation Easement.

Operator also shall have the right to install a sign within the protected area at the corner of U.S. Route 322 and Boyd Street, subject to Cornwall's reasonable approval.

11. Height Limitations.

Operator agrees that the height of any main or accessory building or structure shall not exceed thirty-five (35) feet, except that chimneys, water tanks or other mechanical appurtenances, including the mechanical crushers, asphalt plants and concrete plants provided for in this Agreement may be built to a height not exceeding sixty-five (65) feet above the finished grade.

12. Street Maintenance.

Operator agrees to rebuild, within one (1) year after receipt of final unappealable approval of the Conditional Use Permit and land development plan and resurface and/or maintain Boyd Street thereafter for the duration of Operator's operations as contemplated by this Agreement, from the entrance of the processing site in an easterly direction until Boyd Street intersects with

U.S. Route 322 pursuant to Cornwall standards reasonably established by Cornwall's consulting engineer in consultation with Operator's engineer.

13. Street Improvements.

Operator shall make a request to the Pennsylvania Department of Transportation (PennDot) that Penn Dot undertake to improve the intersection of Boyd Street and Route 322 by such methods as ramps, acceleration lanes, turning lanes, and/or as PennDot otherwise deems appropriate.

14. Copies of Permits.

Operator agrees to supply to Cornwall copies of mining and/or mine drainage permits for its activities on the site. When Operator receives air quality permits with respect to its activities on the site, it shall supply copies of such permits to Cornwall.

15. Crushers.

Except as otherwise provided in this Agreement, all crushing operations shall occur between the hours of 6:00 a.m. and 10:00 p.m., Mondays through Fridays and from 6:00 a.m. until noon on Saturdays.

16. Sewage and Water.

There currently does not exist public sewage or public water at Parcel B. In the event that public sewage is extended in an easterly direction to the entrance of the processing site on Parcel B, as shown on the attached map,

Operator agrees to tie into the public sewage and/or public water (for drinking water, sink and bathroom purposes only). Until such time as public sewage is available or unless otherwise required by the Pennsylvania Department of Environmental Protection, Operator will have the option of utilizing portable toilets or "job johnnies" on the Property. No public sewer or public water shall be required at the other Parcels referenced in this Agreement so long as such Parcels are being used for the purposes contemplated by this Agreement.

17. Conveyor Underneath Boyd Street.

In order to convey Waste Materials from Parcel A ("Big Hill") to Parcel B, Operator shall construct a conveyor system underneath Boyd Street. Cornwall will issue a Highway Occupancy Permit to permit the construction of such conveying equipment under Boyd Street subject to the reasonable requirements of Cornwall's consulting engineer reasonably necessary to maintain the integrity and safety of the roadway and pursuant to plans and specifications for the conveyor system provided to the Cornwall consulting engineer reasonably promptly upon application. Cornwall Borough's consulting engineer shall approve Owner and/or Operator's design and specifications for an existing tunnel under Boyd Street for the conveyor and any improvements to Boyd Street in the vicinity of the tunnel to ensure the safety and integrity of the roadway, if any changes in the tunnel are required. Said permit shall contain no conditions not set forth in this Agreement except the reasonable conditions and requirements of the Cornwall consulting engineer.

18. Parcel K.

Owner agrees that no Waste Materials shall be removed from Parcel K as shown on the Plan and that no application for any Conditional Use permits for this purpose shall be filed with Cornwall at any time in the future for this use, it being agreed upon that since Parcel K is surrounded on all sides by existing residential uses and/or residentially zoned land, it would be detrimental to the public to allow for removal of Waste Materials at this location.

Notwithstanding the foregoing, Owner shall be permitted to reconfigure Waste Materials on Parcel K or remove Waste Materials on Parcel K in connection with any land development plans or subdivision plans for two or more residential lots which may be filed for development of Parcel K for purposes for which it is zoned, or for use on the adjacent property owned by Cornwall Manor, so long as removal by whatever means does not involve transport over Borough streets unless otherwise approved by Borough Council in connection with final land development plan approval or subdivision plan approval for two or more residential lots for development or for use on Cornwall Manor's property. Any removal of such Waste Materials shall be subject to the following conditions:

1. Removal shall be via the Parcel's frontage on Ironmaster Road within two hundred (200) feet of the western boundary line of Parcel K and in a westwardly direction to Route 72.

2. No rock crushing equipment shall be used on Parcel K.
3. Hours for stone removal shall be between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding any holidays as set forth in Paragraph 6E.
4. No buildings shall be placed on Parcel K in connection with stone removal operations.
5. All requirements of the RFA zoning district must be met.

19. Health, Safety and Welfare.

Owner, Operator and Cornwall have entered into this Agreement only after the careful consideration of the effect of the activities described in this Agreement on the health, safety and/or welfare of the citizens of the Borough of Cornwall and pursuant to the planning recommendations of Cornwall's Planning Consultant, H. Edward Black and Associates. It is the consensus of the parties to this Agreement that this Agreement bears a reasonable relationship to the health, safety and welfare of Cornwall and that this Agreement is a reasonable and lawful means of resolving outstanding litigation and issues concerning the use of the Property.

20. Zoning Permit.

Operator and/or Owner shall be required to obtain a Conditional Use Permit for the activities described in this Agreement. Said Conditional Use Permit shall encompass Parcels A (Big Hill), B, C, D, E, GL (Game Lands) if necessary, and ET (lake property), depicted on the Plan which is being attached hereto;

said Conditional Use Permit shall issue promptly after application therefore and shall contain no conditions which differ from those contained in this Agreement. There will be no requirement that Owner and/or Operator obtain any additional Conditional Use Permits for the activities contemplated by this Agreement.

21. Municipalities Planning Code.

This Agreement contemplates the adoption of a Zoning Ordinance Amendment in a form which is substantively and substantially similar to the Zoning Ordinance Amendment attached hereto as Exhibit B (herein "Zoning Ordinance Amendment"). However, it is the intent of the parties that said Zoning Ordinance Amendment shall be enacted in full compliance with the requirements of the Municipalities Planning Code and/or other applicable Pennsylvania law.

22. Legislative Discretion of Borough Council.

It is the intent of the parties to this Agreement that the legislative discretion of Borough Council shall not in any way be limited or abridged. Although a proposed Zoning Ordinance Amendment is attached to this Agreement, there is no requirement pursuant to this Agreement that the Borough Council of the Borough of Cornwall enact the attached Zoning Ordinance Amendment or any Zoning Ordinance Amendment. The only effect of the failure of the Borough Council to enact a Zoning Ordinance Amendment meeting the terms of this Agreement is that this Agreement will not become effective and the status quo

will remain unchanged with respect to the extant litigation between the parties. Conversely, if the Borough Council should enact the proposed Zoning Ordinance Amendment, this Agreement will become effective and the extant litigation between the parties will be terminated as hereafter provided.

23. Dispute Committee.

A "Dispute Committee" shall be formed at a time reasonably concurrent with the execution of this Agreement. The purpose of the Dispute Committee shall be to, if possible, resolve differences, disagreements, and complaints between Owner, Operator, Cornwall and/or any citizen of Cornwall having a complaint involving the conduct or the activities upon the Property or with respect to matters arising under this Agreement. All such disputes shall be submitted to the Dispute Committee prior to partaking in any other action. The Dispute Committee shall consist to the following:

- A. One councilman to be designated by the Borough.
- B. A representative to be designated by Owner or Operator, as appropriate.
- C. The complaining citizen if a citizen complaint has been filed in writing.

In the event Owner and Operator becomes one entity, then only one representative may be designated. All members of the Dispute Committee shall receive copies of any written complaints received from citizens. Should the Dispute Committee

unanimously arrive at an agreement as to the proper resolution of the dispute, said resolution shall be immediately reduced to writing and executed by all parties.

Immediately upon execution by all parties and acceptance by the Borough Council of Cornwall, pursuant to the then applicable laws of the Commonwealth, said Agreement shall become binding on all parties. Should no unanimous resolution be achieved, the parties may proceed under the laws of the Commonwealth of Pennsylvania as they then exist. In the event that emergency relief is necessary in resolving a dispute, any Party may in its discretion bypass the Dispute Committee and may proceed to obtain the emergency relief.

24. Outdoor Storage.

With respect to the activities contemplated by this Agreement, the outdoor storage of both raw materials and processed materials shall be permitted.

25. Equipment.

- A. There shall not be more than two loaders of any kind simultaneously operating on Parcel ET.
- B. All loaders, yard trucks and yard vehicles used in any operations contemplated by this Agreement shall be equipped with strobe lights for night back-up warnings in lieu of back up beepers, after sundown and until sunrise so long as permitted to do so by local, state, and federal regulation. Specifically excluded from the requirements of this subparagraph are any over-the-road vehicles.
Operator shall instruct their truck drivers and independent truckers, whether

those truckers are hauling for Operator or other employers, that backing up on Parcel B shall be minimized to the maximum extent possible and employed only in exceptional circumstances between sundown and sunrise, with identical language to be contained in any trucking contract entered into between Operator and truckers hauling from Parcel B, and also by posting of a general notice at the scale house.

C. Apart from the primary crusher located at the primary processing facility (Parcel B), there shall be no more than one primary crusher located on all remaining Parcels which are the subject of this Agreement at any one time. The purpose of such primary crusher, other than the one located on Parcel B, shall be to reduce the size of Waste Materials for conveyance to Parcel B for future processing and not to produce a final product.

D. Stone crusher structures shall be equipped as follows:

1. Parcel B.

- a. All secondary and tertiary stone crusher structures shall be covered on all four sides, with a roof over the plant. Access to the crushers shall be available through various doors which will be placed on the side walls. There will be an opening at opposite ends of each crusher for conveyor belts to enter and leave;
- b. Any primary crusher structure located at Parcel B shall be enclosed on the two sides closest to U.S. Route 322 and shall be

covered with a roof. Loading of the primary crusher structure will occur from the Northeast side which will be the open side of the primary crusher structure;

- c. A stone or earthen berm shall be placed around the primary crusher structure at Parcel B, fifteen (15) feet in height, with at least sixty-five percent (65%) of the total circumference around that primary crusher structure enclosed within the berm and with the opening utilized for loading the crusher facing to the Northeast.

2. Parcels D and E.

- a. Any primary crusher structure located on Parcels D and E shall be enclosed on two sides and shall be covered with a roof. Loading of the primary crusher on Parcel D will occur from the Southeast side which will be the open side of the primary crusher structure, and which will face the open pit parcel. Loading of the primary crusher on Parcel E will occur from the Northwest side which will be the open side of the primary crusher structure and which will be surrounded to the Northwest by the Berm on Parcel E as defined in Paragraph 2. The stone crusher structures shall be oriented to the extent possible so that the enclosed sides face in the direction of residentially zoned or used lands.

- E. There shall be no secondary or tertiary crusher structures on any other parcels which are the subject of this Agreement.

26. Settlement of Litigation.

There shall be executed and filed by Owner, Cornwall and Operator, Orders or substantially similar Stipulations, settling, discontinuing and ending the following cases. Said execution and filing shall occur pursuant to the provisions of Paragraph 27.

- A. Appeal of Sheridan Corporation from the decision of the Cornwall Borough Zoning Hearing Board on the petition for Special Exception/Variance No. 1998-00387, Court of Common Pleas of Lebanon County, Pennsylvania.
- B. Sheridan Corporation v. Borough Council of Cornwall Borough No. 1998-00720, Court of Common Pleas of Lebanon County, Pennsylvania.
- C. Sheridan Corporation v. Borough Council of Cornwall Borough No. 1998-00891, Court of Common Pleas of Lebanon County, Pennsylvania.
- D. Request for Hearing on a Challenge to the Validity of the Cornwall Borough Zoning Ordinance 1993 and a Curative Amendment filed 7/2/98 with Cornwall Borough Council.
- E. Procedural Challenge to the Validity of Ordinance No. 4-1998 and Ordinance No. 5-1998 filed 8/3/98 with Cornwall Borough Zoning Hearing Board.
- F. Request for a Hearing on Substance or Challenge to the Validity of Ordinance No. 4-1998 and Ordinance No. 5-1998 and a Curative Amendment filed 8/3/98 with Cornwall Borough Council.

27. Settlement Documentation.

Contemporaneously with the execution of this Agreement, Owner, Operator, and Cornwall will execute and deliver to Cornwall's special land use counsel praecipes and/or withdrawal notifications, as the case may be, substantially in the form attached hereto and marked Exhibit "C" settling and/or withdrawing with prejudice, the Pending Litigation filed in connection with the Property (hereinafter "Settlement Documentation"):

Special land use counsel for the Borough shall hold the Settlement Documentation in escrow until the last of the following actions shall have occurred at which point in time the Settlement Documentation will be released to the Borough and/or filed with the Court of Common Pleas of Lebanon County, as the case may be:

- A. Adoption of the Zoning Ordinance Amendment in a form substantively and substantially similar to the Zoning Ordinance Amendment attached hereto as Exhibit "B".
- B. Approval of the Conditional Use Application(s) for the operations proposed by Operator on portions of the Property as more fully described in this Agreement and the Zoning Ordinance Amendment attached hereto and marked Exhibit "B".
- C. Approval of Operator's Land Development Plan as more fully described in paragraph 7 of this Agreement.

D. The running of the appeal periods with respect to A, B and C above with no appeal and/or challenge being filed.

In the event a third party challenges and/or appeals any of the actions described in A, B or C above, Owner and/or Operator shall advise Borough whether it will challenge the appeal and in such event the Settlement Documentation shall remain in escrow pending resolution of the appeal(s). In the event a third party challenges and/or appeals any of the actions described in A, B, or C above, Owner and/or Operator shall advise Borough whether it will challenge the appeal and in such event the Settlement Documentation shall remain in escrow pending resolution of the appeal(s). If Owner and/or Operator elects not to challenge the initial appeal or if Owner and/or Operator elects to challenge the appeal, and the Court of Common Pleas or Appellate Court, as the case may be, upholds the appeal and Owner and/or Operator elects not pursue further appeals, the Settlement Documentation shall be returned to Owner and Operator as the case may be, and this Agreement shall not become effective and the status quo will remain unchanged with respect to the litigation between the parties.

28. Laws of Pennsylvania.

This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

29. No Oral Modification of Agreement.

No amendment, alteration, modification or change to this Agreement shall be effective unless in writing and executed by all parties hereto.

30. Binding Effect.

This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

31. Execution.

A. This Agreement shall be executed in three duplicate copies, each of which shall constitute an original for all purposes whatsoever.

B. This document may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts held together constitute one and the same instrument. When such executed counterparts have been exchanged by telecopier among all parties, this Agreement shall be considered binding and in full force and effect. Thereafter, the parties shall exchange original signed counterparts.

32. Authority.

Cornwall acknowledges that this Comprehensive Settlement Agreement has been approved by proper action of the Cornwall Borough Council and that execution hereof has been duly authorized pursuant to the terms and provisions hereof. Owner and Operator acknowledge that this Comprehensive

Settlement Agreement has been approved by proper action of their respective Boards of Directors and that execution hereof has been duly authorized pursuant to the terms and provisions hereof.

33. Procedure.

Upon execution and delivery of this Comprehensive Settlement Agreement, the parties hereto shall proceed as follows:

- A. Cornwall shall proceed with the hearings on the Zoning Ordinance Amendment;
- B. Operator shall proceed to prepare and file a land development plan and a Conditional Use application in conformance with this Agreement, the Zoning Ordinance Amendment and all applicable Borough Ordinances, including but not limited to the Cornwall Borough Subdivision and Land Development Ordinance.
- C. Owner shall grant an extension of time for all proceedings currently scheduled or to be scheduled pursuant to the Pending Litigation to the earlier of the termination of the Pending Litigation as contemplated in Paragraph 26 hereof or sixty (60) days following the last public hearing held on any Conditional Use applications filed pursuant to this Agreement.

34. Future Land Use.

Upon cessation of Owner's and/or Operator's activities on Parcel B following removal of the Waste Materials contemplated by this Agreement, Owner and Operator shall not oppose any future zoning changes which Cornwall may adopt for Parcel B, whereby Parcel B would be rezoned to Residential Forest or such other residential zoning district as may be appropriate under the Cornwall Zoning Ordinance. Within one (1) year of such rezoning for residential purposes, Owner and/or Operator shall remove all buildings and structures (excluding any streets) on the Property installed in connection with the Conditional Use Permit.

35. Sublease.

Operator shall not sublease any portion of Parcel B leased from Owner at any time for any purpose.

36. Final Agreement.

This Comprehensive Settlement Agreement shall become final and enforceable upon the final approval of the Zoning Ordinance Amendment and all Conditional Use applications, a land development plan and building permits filed pursuant thereto by Operator and after the expiration of any appeal periods during which any appeals can be taken from such action.

37. Invalidation of Agreement Provisions.

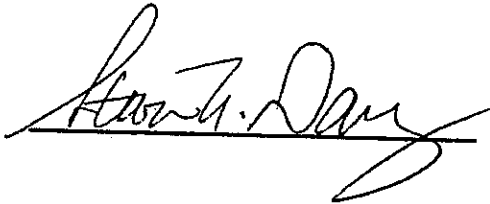
If it is determined by a court of competent jurisdiction that any of the Parties hereto is relieved of a material obligation under this Comprehensive Settlement Agreement, then no other Party shall be bound by the terms hereof; provided however, that this provision shall apply only if the judicial determination arises from a proceeding initiated by a person not a party hereto.

38. Incorporation of Concerned Citizens' Agreement.


The Agreement between the Concerned Citizens and the Operator, a true and correct copy of which is attached hereto and identified as Exhibit "D" is incorporated herein by reference thereto.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the 12th day of April, 1999.

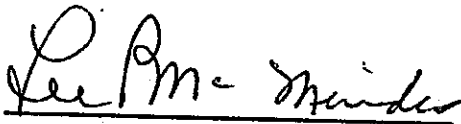
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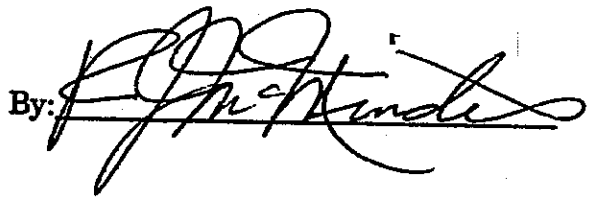
THE BOROUGH OF CORNWALL

By: 
Jeanette Laverty, President

Attest:



SHERIDAN CORPORATION

By: 

Attest:

, A.S.U.

HAINES & KIBBLEHOUSE, INC.

By: 